

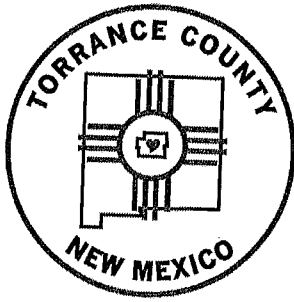


**TORRANCE COUNTY**  
**COMMISSION MEETING**

**June 23, 2021**

**9:00 A.M.**

**For Public View  
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## ***Torrance County***

BOARD OF COUNTY COMMISSIONERS (BCC)

**Ryan Schwebach**, Chair, District 2

**Kevin McCall**, Vice Chair, District 1

**LeRoy M. Candelaria**, District 3

**Janice Y. Barela**, County Manager

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### **ADMINISTRATIVE MEETING AGENDA**

**WEDNESDAY, June 23, @ 9:00 AM**

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to the Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
  - A. **MANAGER:** Announcement of Employee of the Quarter: Operations Manager Nick Sedillo.
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **PUBLIC COMMENT and COMMUNICATIONS**
8. **APPROVAL OF MINUTES**
  - A. **COMMISSION:** Motion to approve the June 9, 2021 Torrance County Commission Minutes.
9. **APPROVAL OF CONSENT AGENDA**
  - A. **FINANCE:** Motion to approve payables.
10. **ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
11. **ADOPTION OF RESOLUTION**
  - A. **CLERK:** Motion to approve splitting of 3 existing Torrance County Precincts and creating 3 new Torrance County Precincts, Resolution No. \_\_\_\_\_.

**B. CLERK:** Motion to approve Designating the Location of Polling Places for 2021 local Election and all statewide Elections in 2022-2023 and Appointing Board of Registration Members, Resolution No. \_\_\_\_\_.

**12. APPROVALS**

**A. PURCHASING:** Motion to approve contract between Torrance County and Gilbert A. Ortiz as Teen Court Coordinator/Prevention Specialist.

**B. DWI:** Motion to approve contract between Torrance County and John Steiner for Evaluation Services.

**C. DISPATCH:** Motion to approve FY22 annual maintenance contract for 911 phone system with ConvergeOne.

**D. HUMAN RESOURCES:** Motion to approve the Equal Employment Opportunity Plan (EEOP).

**E. EMERGENCY MANAGEMENT:** Motion to approve Memorandum of Understanding (MOU) between Torrance County and New Mexico Department of Health (DOH) for Cities Readiness Initiative (CRI) award for \$10,000.

**F. MANAGER:** Motion to approve three-month extension of Torrance County's current contract with Estancia Valley Solid Waste Authority (EVSWA).

**13. DISCUSSION**

**A. MANAGER:** Discuss the process and options for getting Torrance County buildings on a self-sustained electric solar system.

**B. MANAGER'S REPORT**

**C. COMMISSIONER'S REPORTS**

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

**14. EXECUTIVE SESSION**

**15. Announcement of the next Board of County Commissioners Meeting: July 14, 2021 @ 9:00AM.**

**16. SIGNING OF OFFICIAL DOCUMENTS**

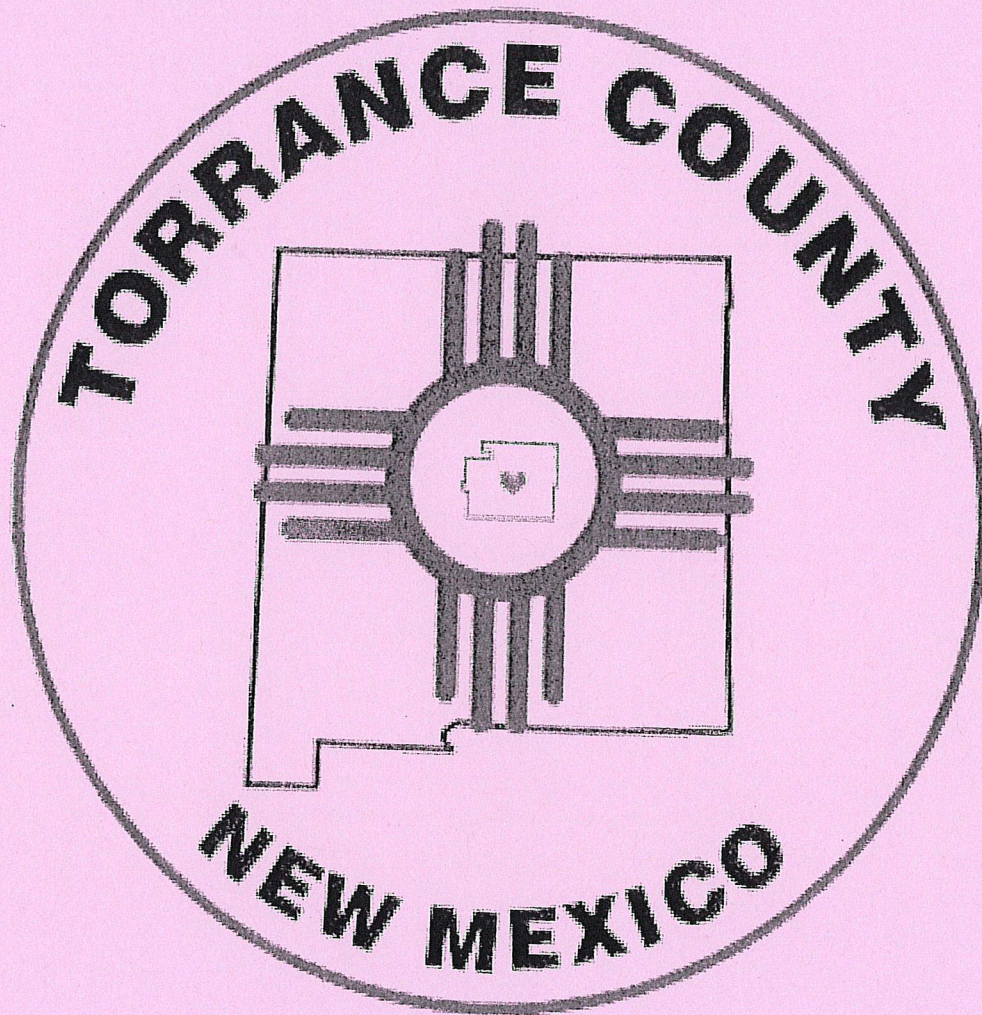
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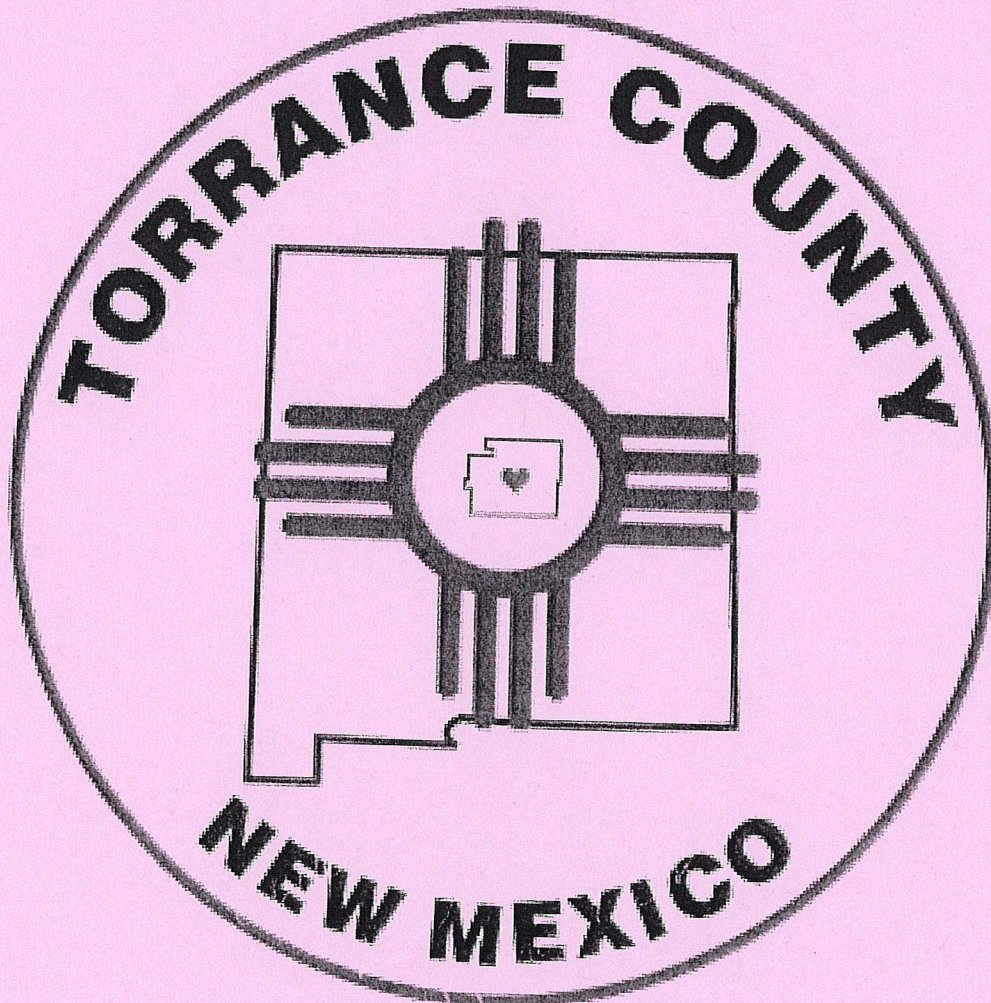
*Agenda Item*  
*No. 1*



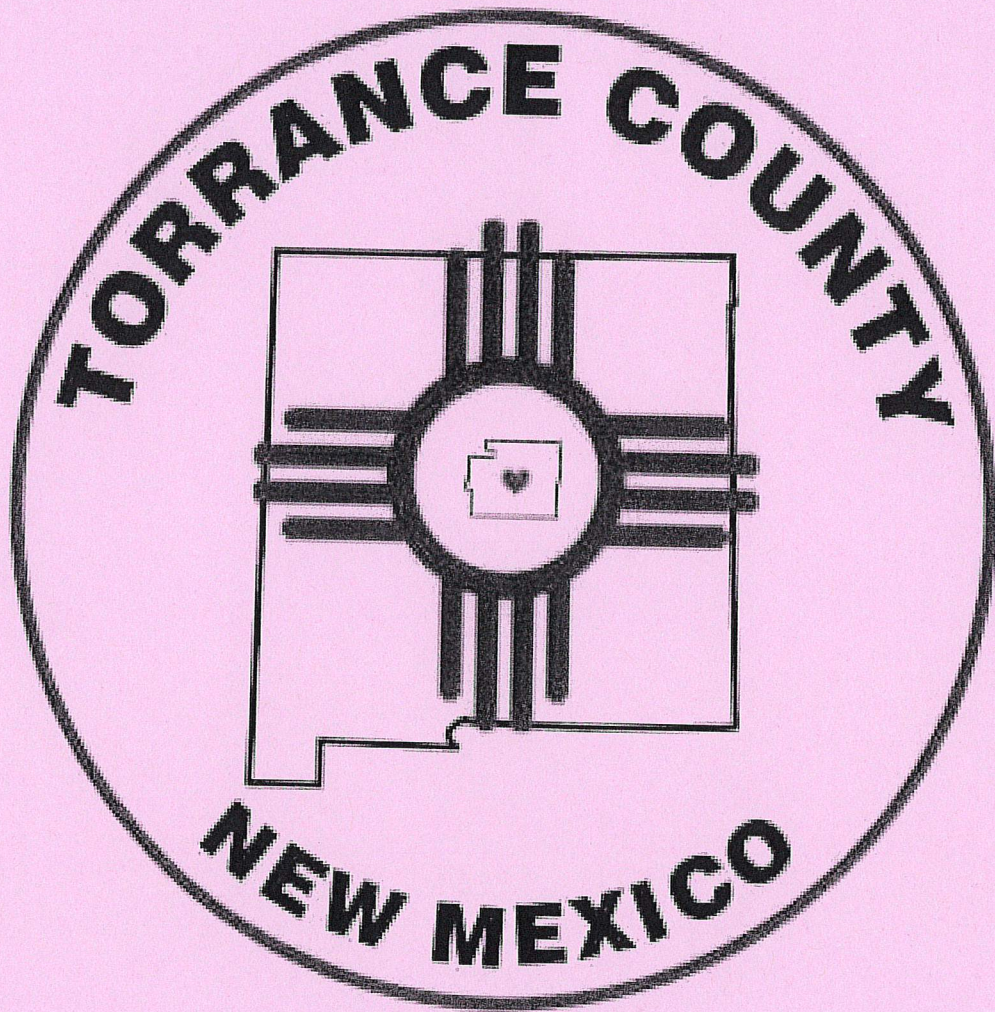
*Agenda Item*  
*No. 2*



*Agenda Item  
No. 3*



*Agenda Item  
No. 4*



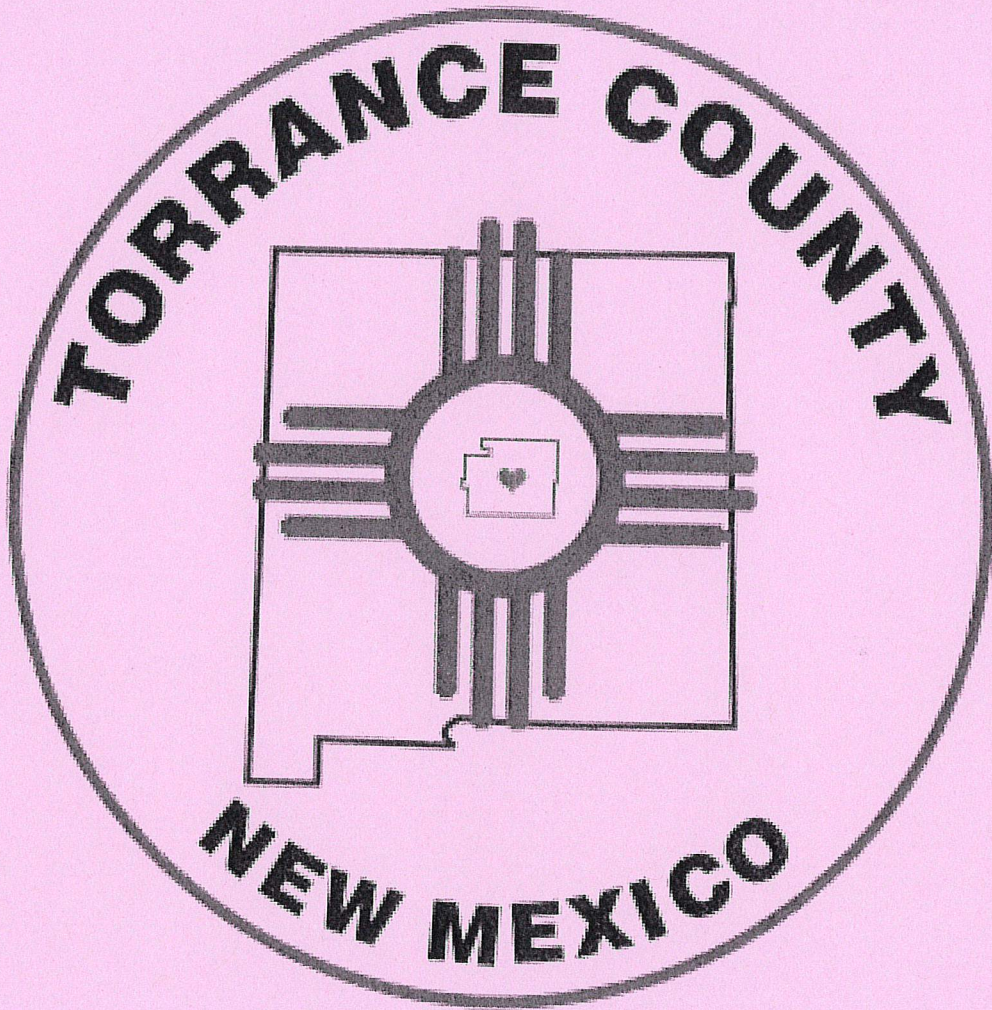
*Agenda Item  
No. 5-A*





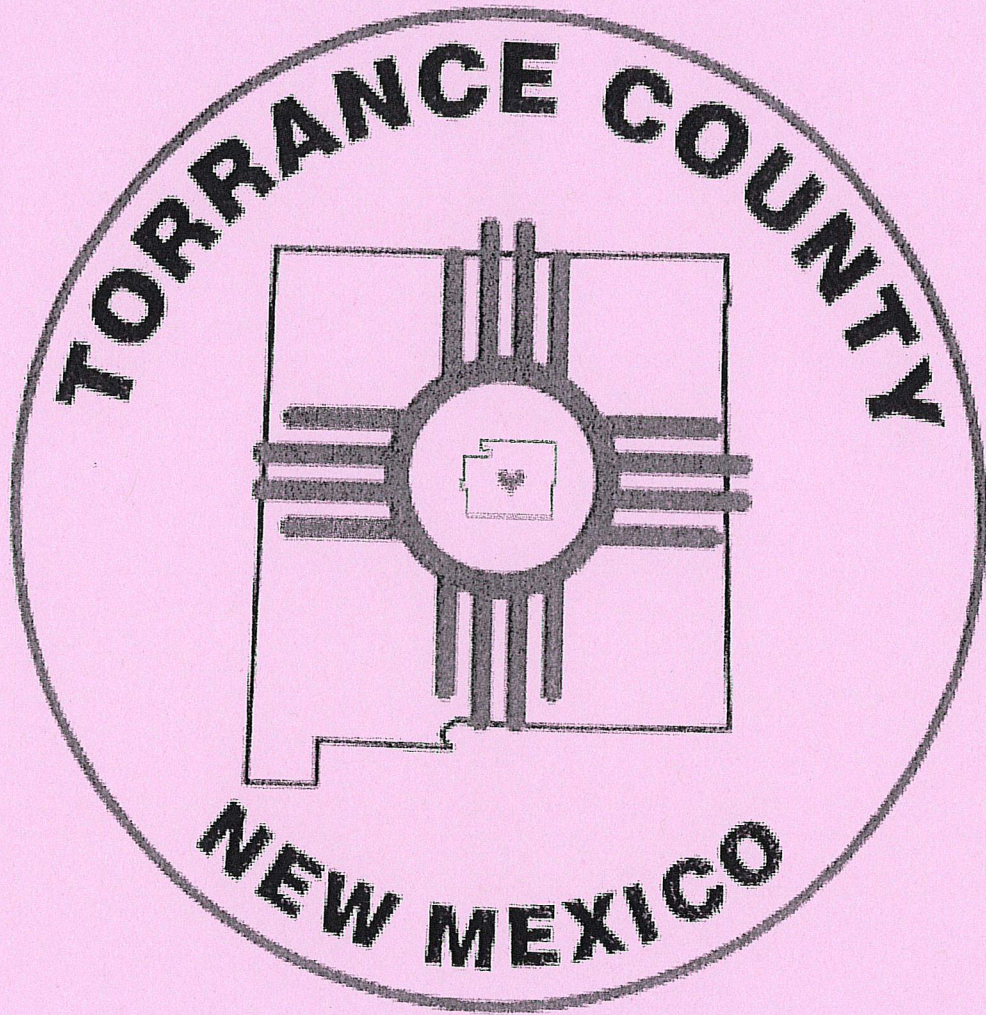
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*No. 6*



*Agenda Item*

*No. 7*



*Agenda Item*  
*No. 8-A*

**DRAFT COPY**  
**Torrance County Board of Commissioners**  
**Regular Commission Meeting**  
**June 9, 2021**  
**9:00 AM**

**Commissioners Present:**

**RYAN SCHWEBACH – CHAIR**  
**KEVIN MCCALL – VICE CHAIR**  
**LEROY CANDELARIA – MEMBER**

**Others Present:**

**JANICE BARELA – COUNTY MANAGER**  
**PHILIP TENORIO – DEPUTY COUNTY MANAGER**  
**JOHN BUTRICK – COUNTY ATTORNEY**  
**YVONNE OTERO – COUNTY CLERK**  
**VALERIE SMITH – ADMINISTRATIVE ASSISTANT**

- 1. CALL MEETING TO ORDER**  
**Meeting called to order by: Chairman Schwebach.**  
**At: 9:05 a.m.**
  
- 2. PLEDGE: Lead by Chairman Schwebach**  
**INVOCATION: Lead by Commissioner Candelaria**
  
- 3. CHANGES TO THE AGENDA:**  
**Madam County Manager: Request to change the agenda item 13-A**  
**between items 11-A and 12-A.**

4. **PROCLAMATIONS: None**
5. **CERTIFICATES AND AWARDS: None**
6. **BOARD and COMMITTEE APPOINTMENTS: None**
7. **PUBLIC COMMENT and COMMUNICATIONS:**
  - A. **Commissioner McCall:** Announced that his grandfather has passed. The elder Mr. McCall passed away last Saturday, June 5, 2021. He was a large part of the community and will be missed greatly.
  - B. **Tracey Master, DWI Coordinator and Resident of Torrance County, District 2:** Requests that the Torrance County Board of Commissioners consider creating a noise ordinance for the County. Tracey lives with someone who has the rare condition of hyperacusis, or extremely sensitive hearing. She also understands that the residents of Torrance County enjoy their privacy, but her housemate is hearing noise from a mile away that is loud enough to hurt them. She only asks that they consider and discuss a noise ordinance.
  - C. **Danielle Johnston, Torrance County Resident; District 1:** Spoke on behalf of the Torrance County Community in giving thanks to Commissioner McCall's grandparents, and to say how sorry she is for the Commissioner and his family's loss.

Mrs. Johnston also wanted to remark on how grateful she is for Fire Chief Don Dirks, and tells the Commission that he is very deserving, in her eyes, of the title "Fire Chief." Her husband has been seriously ill for the last 20 years. Many times, when the ambulance was called, it was Chief Dirks who showed up. She claims that he has a very comforting presence and is appreciative of the attention and care that he has shown her family.
  - D. **Charlene Guffy, Torrance County Resident; District 1:** Ms. Guffy spoke up to say that she believes it is in the best interest of the community to keep

the Estancia Valley Solid Waste Association as part of the community. It is a non-profit and saves the people in the County money, and that the County is only responsible for the tipping fees. It has been working well for the last 25 years.

**PUBLIC COMMENT OPENED TO THE FLOOR AND ZOOM AUDIENCE. NO PARTICIPANTS CAME FORWARD TO SPEAK.**

**8. APPROVAL OF MINUTES:**

**COMMISSION:** Motion to approve the May 26, 2021, Torrance County Commission Minutes.

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve the minutes from the May 26, 2021, Regular Board of Commission Meeting.

**Commissioner McCall:** Seconded the Motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Commissioner McCall: Yes; Chairman Schwebach: Yes**

**Motion Passed**

**9. APPROVAL OF CONSENT AGENDA:**

**A. FINANCE:** Motion to approve payables.

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve payables.

**Commissioner Candelaria:** Seconded the motion.

**Roll Call Vote:**

**Commissioner Candelaria: Yes; Commissioner McCall: Yes; Chairman Schwebach: Yes**

**MOTION PASSED.****10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:  
None****11. ADOPTION OF RESOLUTION:****A. FINANCE: Motion to approve Budget Increase, Resolution****2021- 21****Chairman Schwebach:** Made a motion to approve Budget Increase, Resolution 2021-21.**Commissioner McCall:** Seconds the motion.**Jeremy Oliver, Finance Director:** Presented the Budget Increase Resolution for FY 2020-2021 Budget. Table hereto attached.

First on list is \$1,501,559.00 from the American Rescue Act. No intention of spending this money this year but requesting for budgetary and recording purposes.

There is a \$1 increase for the State Animal Care Fund, which is so we can spend the remaining 41¢ from a rounding error made last year.

Also, on the list is \$6,000 for dispatch training that was not put in the budget for last year as well.

**Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes;  
Commissioner Candelaria: Yes.****MOTION APPROVED.****(Previously 13-A. ) DISCUSSION:****Manager: Provisional plan to use portion of the funds allocated to Torrance County from the American Rescue Plan Act of 2021 toward EMWT projects.**

**Chairman Schwebach:** Asked for EMWT to be present during the meeting. This is pertaining to funds coming in from American Rescue Plan Act. Water delivery within the county has been an issue, and the Chairman believes this is one avenue where we can make big changes within the community.

**Bobby Ortiz, Chairman, EMWT Water Committee:** Thanked the Commission for the opportunity to speak. Mr. Ortiz told the Committee that there was \$4MIL funding available from the State last year, but they were not able to raise the required \$2MIL match at that time.

**Mr. Ortiz gave the Commission a quick rundown of the projects in the works:**

EMWT is working to obtain Homestead Water. The discussion at this point is that the owners want to divest it, so they would donate the system and lease some water rights. The water rights would be purchased sometime in the future when they are ready to sell them.

There is a water system NW of Moriarty called Sunset Acres. The owner has been trying to divest it for many years. Members of Bohannon Huston have done an inspection on it, and only minor repairs are needed. They are working to obtain funding once again through the USDA.

In 2017, EMWT developed a long-range master plan, identifying 4 projects that needed to be worked on. The first project is the McIntosh area, where wells are drying up and the water table has dropped immensely. They want to work on water rights acquisition, developing a well, and getting gravity feed down to the Highway 41/Otero Road corridor. EMWT also wants to purchase 10 acres to put up a water tank. The distribution can begin from there.

The second project is a trunk line from Willard to Moriarty, which would add redundancy and a bigger water supply. As far as Mr. Ortiz knows, Moriarty also has water rights that they may be willing to lease as well.

The third project focuses on getting land grants included again. When the bylaws were rewritten, and they were no longer included.

The fourth project is a bulk water station in McIntosh. The civil design could be completed for approximately \$750K (2017 quote price, subject to change). EMWT is trying to get funding from federal level.



**Donzil Worthington, Bohannan Huston:** There are 1,012 lots total, 161 are occupied. (A map was shown at this point of McIntosh.) To provide complete fire flow at 5,000 gal/min, they had to put in main lines in front of all the full lots.

**Bobby Ortiz:** Fire flow hydrants positively affect homeowner's insurance.

**Chairman Schwebach:** The numbers were taken back in 2017, and refer to numbers of cost, not what the system would run. Has any direct questioning been done of the community?

**Bobby Ortiz:** Bohannan Huston surveys of the area in 2008.

**Donzil Worthington:** The Catholic Church did an outreach, starting in 2008. The individuals conducting the outreach and employees of Bohannan Huston went door to door to see how well received a water system would be. We also got calls requesting a water system. There has not been a concerted door to door outreach since 2017.

**Chairman Schwebach:** A question for the County about Rancho Grande: How many abandoned homes are in this subdivision?

**Steve Guetschow:** There are several properties where people have abandoned their mobile homes. This is West of 41. This general area is approximately 2 miles from North to South and 2.5 miles from East to West. There are a lot of people living in the area, some new and living in the old mobile homes, but for the most part is abandoned.

**Commissioner McCall:** It is no surprise that a water delivery system for the McIntosh area is desperately needed. Looking to Edgewood and the Entranosa Water system, and how it has impacted Edgewood, it has only been good. Commissioner McCall asked about the \$4Mil USDA funds, and if it was still available.

**Bobby Ortiz:** The funding would have to be reapplied for. There is only a certain time frame where the \$2MIL matching funds need to be allocated. If we were able to secure the funds, the first step would be to design the project. This would be an in-kind match. If the Civil Engineering were completed on it, we could use the \$750K and then go look for other funding to begin the project.

**Commissioner McCall:** The USDA identified McIntosh as one of the areas that needed water the worst. There must have been other areas in the County that need improvement as well.

**Bobby Ortiz:** The USDA looked at the necessity of water, and the demographics in the area. This made the USDA see how badly a water system is needed.

**Donzil Worthington:** It is always easier to improve an already-existing system, rather than build a system from scratch. Having a water system makes you eligible for much more funding. They were encouraged by the USDA to look at which community met their socio-economic need requirements. The USDA approved Torrance County in 2009 for a \$9.5MIL grant, but never came through because of the economic crisis. There were many well failures in McIntosh. They looked at building an 18", \$19 MIL pipeline in the Highway 41 corridor from Willard to Moriarty, providing water to Willard, Estancia, Moriarty. This was called Phase 1 of the Transmission System. Portions A, B and C were laterals to take care of the water needs in the Mountain Communities (Mountainair, Tajiue and Torreon.) This was a \$60MIL project, with \$31MIL allotted to take those lines to the West and provide water to the mountain communities if they were interested.

John Jones of Entranosa was willing to take water as a secondary source, as well as some folks in Stanley.

\$130-\$135MIL is the estimate for the whole system, broken down into increments as follows: \$10MIL for the McIntosh system, the Corridor at \$20MIL and the Corridor and Main Development areas in the towns around \$60MIL.

The well was going to be developed to a size that could be paid for through the USDA, but also provide a source to feed the pipeline.

The PER has mapped every lot according to 2018 statistics, labelling who owned and who is occupying which lot. Many large sections are owned by one person.

**Chairman Schwebach:** What projections do we have for operating costs?

**Bobby Ortiz:** We only have low-level operational plan. We have a committee looking into that now. We are thinking about \$11 per 1,000 gallons would be a fair cost to the consumers. We would also like to hire an operator. Compared to other water systems, Moriarty is the lowest in the state.

**Commissioner McCall:** How many thousands of gallons can you provide and what sort of consumer households would be hooked up in phase one.

**Bobby Ortiz:** Phase one would serve 400 households with 2.5-3 people per household.

**Donzil Worthington:** When the USDA came in with their offer of grant/loan funding, they were subsidizing it beyond what the community could afford. We could not exceed \$75 per connection, but we could not go as low as we wanted, at competitive rates of \$30-40. \$75 is what was deemed acceptable by the USDA.

**Commissioner McCall:** Expressed that he appreciates them making it affordable.

**Bobby Ortiz:** We are quasi-municipal. We are not-for-profit. We keep things bare bones. When speaking about economic development, we could see some growth because it is sustainable. Thanks to everyone at the County that can help.

**Commissioner McCall:** The Commissioner wants to get moving and is happy about the opportunity to use the American Rescue Plan Act funds. He believes that the reason that we have not grown as much as Los Lunas and Belen is due to not having enough water, and that getting water will help.

**Bobby Ortiz:** Explained that they are not a municipality, so it has been difficult to get traction. They like to serve the County and are not here to steal everyone's water. They want to keep the water here for local use.

**Deputy County Manager Tenorio:** Gave Myra Pancrazio of EVEDA the chance to speak to the fact that there have been many opportunities lost because of lack of water.

**Myra Pancrazio, EVEDA:** This project really started in 1998, and EMW Gas was the example that was used for beginning this project. As far as opportunities for business and growth here in Torrance County, businesses will not go where there is no water. The Sandia Basin was just closed, and it has caused uproar in the Santa Fe County Area.

Ms. Pancrazio states that by regionalizing, new areas will open for developers to begin new housing and commercial development, which is exciting.

There is about \$300MIL available for water infrastructure that was part of the ARP program. By allowing this funding to go into EMWT, it allows them to get a seat at the table with our State Senators to get this project going.

**Donzil Worthington:** The USDA approved the preliminary engineering portion of this project in 2018. They also required an environmental plan be approved, which they were.

They are considered stale after 5 years, so they only have approximately 2 years remaining in which they are considered current. They were paid for by the USDA, meaning they have already invested in our County.

**Commissioner Candelaria:** A controlled water system saves water. It gives our community safer water because it is tested.

**Steve Guetschow:** Rancho Grande subdivision is a higher density population area, and there is no community water system. This project would be a huge boost to community development, especially because having an individual well in a one-acre lot is frowned upon by the environmental departments.

**Chairman Schwebach:** Thanked EMWT for coming out to talk with the Commission.

## **12. APPROVALS:**

### **A. Clerk: Motion to approve Canvass of 2021 Congressional District 1 Special Election.**

#### **ACTION TAKEN:**

**Chairman Schwebach: Motion to approve canvass of 2021 Congressional District 1 Special Election.**

**Commissioner McCall: Seconds the Motion.**

**Yvonne Otero, Torrance County Clerk:** Presents the final numbers for the Special Election for Congressional District 1, which went off without any major issues. There were no issues with Dominion or their machines. There was one overall error, but it was on the Secretary of State's end, when they forgot to clear out votes from our mock election. The election totals are as follows:

#### **Torrance County Election Totals:**

**Early Voting Ballots Cast: 1,082**

**Election Day Vote Ballots: 1,347**

**Absentee Ballots: 318**

**Military Ballot: 1**

**Winner for Torrance County: Mark David Moores w/ 1,503 total votes.**

**2<sup>nd</sup> place: Melanie Stansbury w/ 945 votes.**

**3<sup>rd</sup> place: Aubrey Dunn w/ 265 votes.**

**4<sup>th</sup> Christopher Manning w/ 32 votes.**

**Neither write-in candidate had any votes cast for them.**

We have a total of 10,244 voters. 9,608 are active. Of the active, 2,745 voters showed up for a 28.5% showing of those eligible.

Ms. Otero is working on doing more social media to get people out to vote.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes.**

**MOTION APPROVED.**

**B. Sheriff: Motion to approve agreement between Torrance County and Department of public safety for Edward Byrne Justice Assistant Grant (JAG) Program.**

**ACTION TAKEN:**

**Chairman Schwebach: Makes a motion to approve agreement between Torrance County and Department of Public Safety for Edward Byrne Justice Assistant Grant (JAG) Program.**

**Commissioner Candelaria: Seconded the motion.**

**Cheryl Allen, Torrance County Grants Manager:** Torrance County had applied for the Justice Assistant Grant funding, to support the community policing efforts in Torrance County. We were awarded \$41,340.50. The JAG Program is set up to reduce violent and drug related crimes.

**Undersheriff Eli Lucero:** This was applied for as part of the Community Partnership Initiative. The funds will contribute to some of the program expenses such as overtime, equipment and being able to identify areas that are needing attention, such as specialized investigative needs. They can also purchase new equipment now.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**C. Human Resources: Motion to approve agreement between Torrance County and State of NM Public Education Department for the Student Enrichment Internship Program.**

**ACTION TAKEN:**

**Chairman Schwebach: Makes a motion to approve agreement between Torrance County and State of NM Public Education Department for the Student Enrichment Internship Program.**

**Commissioner McCall: Seconded the Motion.**

**Cheryl Allen, Torrance County Grants Manager:** The County has just been awarded \$68,760 to help fund Student Enrichment Internship.

Torrance County has just hired 2 coordinators and students are being recruited for the internship from Estancia, Mountainair, and Moriarty. There are 40 spaces, and 18 applications have been submitted.

Different agencies throughout the County will be at the Job Fair being hosted on Monday from 9 am to 12 pm.

Employees running the Job Fair will help the students fill out the applications. They are 6-week positions, 20 hours/week at \$10.50/hr. Those students who may request internships must be 14-18, attending school or have just graduated from one of the Torrance County Schools. Those ages 14-15 need a work permit. It is being hosted by the NM Education Department.

**Commissioner McCall:** If you are a business owner, you may request to host an intern for employment.

**Madam County Manager Barela:** The goal will be to work around the student's schedules.

**Cheryl Allen:** Employers will work in already scheduled vacations, camp or other summer jobs.

Those students ages 14-15 need a work permit. Students can come to the job fair and fill out an application.

**Commissioner Candelaria:** This is a great opportunity for young people of Torrance County and hopes it is taken advantage of. They can get out and earn money. He believes it is a perfect opportunity to get experience, and that they may even find a career.

**Cheryl Allen:** Some of the locations participating are the Torrance County offices, Estancia Town Offices, Moriarty City Offices, Salinas Parks, EMW Gas and the Electric Co-op. It is a great program.

**Commissioner McCall:** The students working in Salinas will be tour guides. It is a very exciting opportunity.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**A. Dispatch: Motion to approve Grant Agreement 22-E-13 between Torrance County and DFA-Local Government**

**ACTION TAKEN:**

**Chairman Schwebach:** Made a motion to approve Grant Agreement 22-E-13 between Torrance County and DFA-Local Government.

**Commissioner McCall:** Seconded the motion.

**Christine Snow, Torrance County 911 Director:** Asked for approval of the agreement with DFA, the Enhanced 911 Act Grant Program. This includes upgrades to the 911 phone system and console system this fiscal year, as well as yearly training and GIS upgrades.

**Chairman Schwebach:** Asked for clarification on what the agreement is, and if it is an annual agreement.

**Christine Snow:** Answered in the affirmative. The changes this year are the 911 phone system upgrade and expansion, as well as replacing console equipment that is over 10 years.

**Chairman Schwebach:** Asked for an approximate dollar figure.

**Christine Snow:** The 911 equipment upgrades are \$553,823, broken down into:

Vesta 911 Hardware/software upgrade: \$315,811.66.

Expansion – DFA required separate quote \$83,167.44.

Console upgrade: \$137,373.65.

**Commissioner McCall:** Asked what they used these funds for last year since they did not upgrade the console and phone systems yearly.

**Christine Snow:** This was a special Capital Outlay Request.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**B. Domestic Violence: Motion to approve Ratification of FY 2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Survivor Services.**

**Chairman Schwebach:** Made a motion to approve Ratification of FY 2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Survivor Services.

**Commissioner Candelaria:** Seconded the motion.

**Anna Martinez, T. C. Domestic Violence Services Director:**

There to request approval of the ratification of the funds for CYFD.

**Madam County Manager Barela:** The reason this is a ratification is because they had to submit this before they ran out of time to bring it before the Board.

**Anna Martinez:** The previous budget was not a complete application, just budget. The request that was sent outlined what was given the previous year, and she was requested to detail how this money could be spent this year. The State of New Mexico is willing to give \$48,400 and wants to know how it will be spent. It is different than the offender funds, those are service fees. The Health Services for Survivor Services . She had to outlay every line item and decide how much they would need for each, and what it costs to run the program.



The \$48,400 plus what has been requested from the County, plus \$46,500 is where the number \$94,900 came from.

**Chairman Schwebach:** Asked if last year they reached out and said, “We have so much money, what can you do with it”?

**Anna Martinez:** They gave them that amount, and on a few other occasions gave us extra money. The total amount for both programs was close to \$90,000 last year.

**Chairman Schwebach:** Affirmed this was understood.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**C. Domestic Violence: Motion to approve Ratification of FY 2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Domestic Violence Offender Treatment and Intervention.**

**Chairman Schwebach:** Made a motion to approve Ratification of FY2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Domestic Violence Offender Treatment and Intervention.

**Commissioner McCall:** Seconded the motion.

**Madam County Manager Barela:** Took a moment to recognize the Domestic Violence Offender Treatment and Intervention staff, and to say that this request of ratification is for the Offender Services, not Violence Survivors.

**Anna Martinez, Torrance County Domestic Violence Services Director:**

This is money they are giving TCDVS for the offenders. It is separated by the state from the other invoice she will submit. It is a fee for service that is an amount that is to be reimbursed for each service.

**Commissioner Candelaria:** Asked how many offenders there are.

**Anna Martinez:** There are 7 offenders, in a 52 week, once weekly program.

**Chairman Schwebach:** Asked if they are court ordered or if they volunteer.

**Commissioner McCall:** Asked how this number compares to prior years.

**Anna Martinez:** The majority of program attendees are court ordered. There is a decrease in offenders. At one point there were 18, but the numbers have dropped. Once courts go back to-in person, we will most likely get more referrals.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**D. DWI: Motion to approve FY 2022 Local DWI Grant Agreement.**

**Chairman Schwebach: Made a motion to approve FY 2022 Local DWI Grant Agreement.**

**Commissioner McCall: Seconded the motion.**

**Tracey Master, Coordinator LDWI Coordinator:** Requested approval for continued funding for DWI prevention; this is where most of their project funds come from.

**Commissioner McCall:** Did this number change from last year?

**Tracey Master:** Answered in the affirmative. Last year they were awarded \$70,000. \$14,888 reverted from distribution that was later added to this year's grant funding, bringing it up to almost \$85,000. They had to revert the money to DFA and then re-apply for the money.

This year they applied for \$123K and were awarded \$85K.

If there is any reversion from the FY-21 distribution fund, then they will revert that, reapply for it, and it will be applied to the fund for next year.

**Commissioner McCall:** Asked if they were running their budget on the \$125K and if there will there be a shortfall.

**Tracey Master:** No. She always shoots for the moon when trying to get funding. They always find a way to get everything done,

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**E. DWI: Motion to approve submission of FY-2022 CDWI application to NMDOT/Traffic Safety.**

**Chairman Schwebach: Made a motion to approve submission of FY-2022 CDWI application to NMDOT/Traffic Safety.**

**Commissioner Candelaria: Seconded the motion.**

**Tracey Master, LDWI Coordinator:** The amount of this year's allocation is \$1,518. This is slightly greater than FY-21, which was \$1,500. The funding comes from a \$75 DWI prevention fee assessed of all those convicted of a DWI. The reason the number is not divisible by \$75 is because they receive the money as it is collected. She requests approval to submit to the NMDOT Traffic Safety Division.

**Roll Call Vote: Commissioner Candelaria: Yes, Commissioner McCall: Yes; Chairman Schwebach: Yes;**

**MOTION APPROVED.**

**BREAK TO CHANGE DISC: 10:28 A.M.**

**BACK IN SESSION AT: 10:33 A.M.**

**13.DISCUSSION:**

**A. Manager: Provisional plan to use portion of the funds allocated to Torrance County from the American Rescue Plan to use portion of the funds allocated to Torrance County from the American Rescue Plan Act of 2021 toward EMWT projects.  
(MOVED TO AFTER 11-A.)**

**B. Manager: Discuss the renewal of Torrance County's contract with Estancia Valley Solid Waste Authority (EVSWA); current contract expires June 30<sup>th</sup>, 2021.**

**Chairman Schwebach: Stated that they would have a discussion today only discussing the renewal of Torrance County's contract with EVSWA, as the current contract expires very soon.**

**Madam County Manager Barela:** They have been in contact with the EVSWA Director, Mr. Martin Lucero. They have been in negotiations and have many details to iron out but thought they should bring this to the Commission and see what the goals and objectives will be. Asked Mr. Lucero about the ordinance we

have for solid waste, Ordinance 94-12, amended April 13, 2016. Referring back to page 7, Sec. 13-B, which states:

“The County Commission Shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.”

The resolution states that the fees set by the Commission are set by resolution, so, if necessary, they can be changed. This includes any discounts given, or the rates for the residents to use the transfer stations.

Madam County Manager Barela also stated that she would like to stay open for updates from EVSWA.

**Martin Lucero, EVSWA Director: (Handout hereto attached.)** Thanked the Commission for allowing him to be here. He explained that every 5 years there is an agreement that is negotiated between EVSWA and the Commission for EVSWA to continue their Solid Waste Services in the County. That is why he was there.

He wanted to make sure that the relevant concerns are addressed, and read Page 2 of the handout, entitled “Goals and Objectives”. He made clear that the goal was to talk about collection at the waste collection stations, as well as tipping and fees that are imposed, as well as ensuring that the agreement and the Ordinance are updated. Mr. Lucero spoke of changing the EVSWA fleet, including the new roll-off truck that uses certified natural gas that has been purchased. He is also announcing that there has been grant money allocated to improving the green energy usage of the Waste Management services. They are looking at different ways to get the fleet changed out, and at providing electricity at the stations. Currently it is just the Northern collection station that has electricity.

Mr. Lucero and Madam County Manager Barela are working on providing other stations with electricity, apart from the Northern station which is already outfitted.

He wants to ensure that the fees are appropriate. EVSWA is a non-profit organization. Right now, the recommendation is not to raise fees, though it will happen at some point.

Mr. Lucero read “Elements to Amendment”. On point 2, “Address the Tajique Collection Station”, Mr. Lucero explained that there are 3 collection stations that the County owns, two of which are Hills and Valleys and Indian Hills. The third is the Tajique Collection station. When the Tajique Community Center was handed back to the Tajique Land Grant, the collection station was not annexed out of it. The County has a lease with the Tajique Land Grant. They have been in talks to either renew, extend, or possibly relocate that station, depending on what the Land Grant Community wants to do. The Land Grant Community will have a Board Meeting very soon to discuss the future of the collection station. There have also been talks with the Torreon Land Grant about possibly moving the station there.

**Madam County Manager Barela:** That meeting is happening tonight (6/9/21). As far as the lease, they are in talks about moving the lease over to the Solid Waste Authority from the County. It would lend the Solid Waste Authority more ownership over what they put on the property. They will still be incorporating the cost of the lease, paying it through an invoice as they have done, but this seems like a better solution, in her opinion. The lease would be managed by the Solid Waste Authority. That does not mean that the Tajique Land Grant will agree to this, but these are the discussions being had right now.

**Martin Lucero:** Believes that it would be best to take ownership of all the expenses of the collection stations as much as possible. they will take up a lease agreement with some of the other stations that are leased.

He wants the Tajique station to be moved if possible.

The overage and underage language came in with the last amendment of the contract. Specifically, this means in 2014 the fees were increased to \$60.50 per quarter. The county would collect \$800K. If the Solid Waste Authority did not meet that \$800k mark, the County would cover the difference. If there was overage collected, that money would be sent to the County.

EVSWA has been looking to help the community get their accounts out of arrears, which means there have been a lot of overages recently. If they keep seeing these overages, it is possible that there is a need to look at the fees charged and make sure they are not overcharging the Community.

**Madam County Manager Barela:** All the overages that the County receives goes towards tipping fees. This would free up the money that has been allocated out of

the County Budget for tipping \$160K has been allocated in the budget for tipping fees. Asked Mr. Oliver to confirm.

**Jeremy Oliver, Finance Director:** During FY-21 the County spent \$158,000 on tipping fees. They spent \$182,000 on tipping fees this year. Out of that \$60,383 was paid with overages. Over a third of the tipping fees have been paid out of overages.

**Chairman Schwebach:** Asked to confirm information on payments to EVSWA. He asked about if the County pays for the contract, but also tipping fees.

**Martin Lucero:** Correct.

**Chairman Schwebach:** Asked if the budget that is referred to is coming from any collections or from the General Fund.

**Jeremy Oliver:** The portion that is not coming from Overages is coming from the General Fund.

**Chairman Schwebach:** Questioned whether the collections that the County is taking will cover all the cost of the contract and the tipping fees.

**Martin Lucero:** That is partially correct. Nobody wants to raise the rates, but it will most likely be necessary at some point. There is a large portion of residents who do not pay and have a lien on their property. If they can get those residents back in the black, then there will not be much of a problem with meeting those fees. It will help everyone. They do not want anyone dumping illegally because they cannot pay.

He believes it would be consistent to meet in the middle for both parties.

**Madam County Manager Barela:** When Mr. Oliver was speaking, he was not including a payment that is expected to come into the County. Asked Mr. Lucero to speak on this.

**Martin Lucero:** Does not have the exact payment that is expected. There is a check for about \$90K or above which needs to be written still, as the quarter is not over. Torrance County is paying tipping fees, and EVSWA is paying Torrance County right back.

**Chairman Schwebach:** That is because EVSWA is taking payment. If the County were taking payment, for example, then there would be X amount of dollars it takes to maintain the transfer stations. And then they would have a monthly bill for

tipping fees on whatever EVSWA collected at the transfer stations. EVSWA would be collecting, the County would still be on the hook for the bill, and after a years' time say, "We aren't spending all the money, so we may be overcharging the residents and need to reexamine the fees we assess".

**Martin Lucero:** We really want to help our residents in the best ways possible.

**Madam County Manager Barela:** For a point of clarification for those who are not in the room at the time of the meeting, when speaking of "overages" and "underages" and "tipping fees", according to the contract the County has right now with Solid Waste, they have an agreement that every quarter they are looking at \$200k that they need to meet. If they go over the \$200k from bill collection, then the overage comes to the County. If they do not reach their \$200k quota, then the County cuts a check to cover the cost of operations. If there is an overage, the money that goes into the dedicated fund is then used to pay the tipping fees, or to help supplement the budget to help pay that.

**Martin Lucero:** Also spoke of roll-off rentals. Places like Netflix movie sets and Tagawa Greenhouse rent roll-off containers. There are other collections that result in overages, so they need to make sure that they are looking at the source of these overages carefully. They separate fees from the constituents, so that constituents are not paying for services that they are not using. In the language of the contract, the County is getting the money labeled as "Overages", but it is roll-off rental money.

**Commissioner McCall:** Asked if the roll-off rentals should come out of the landfill collection.

**Martin Lucero:** Roll-off equipment belongs to the JPA membership, not the County. Approximately 3 years ago, the books were split, and it has been running smoothly.

**Commissioner McCall:** Mr. Lucero mentioned a change coming. Asked if this will affect the contract.

**Martin Lucero:** Joint-powers agreements are complicated. They are applying different functionalities to different municipalities or unincorporated areas. If a long-term solution for strategic planning services is wanted, then it would be a comprehensive service. If we had one system, they could make it work for everyone. EVSWA can grow into it if the members are willing to work together.

**Commissioner McCall:** Asked to have clarified if they are speaking about a 5-year contract.

**Madam County Manager Barela:** It is important to decide what will work best. It could end right now and then it would need to be decided whether a 5-year contract is what is best right now, or if a one-year while the details are worked out is best. Her goal is to make a contract that is sustainable enough that they can do some strategic capital planning. She does not want to have a contract that is too short, unless it is an extension of the current contract while they work on the details of a new contract.

**Martin Lucero:** There seems to be redundancy even with the ordinance. He said that if some of the elements could be changed in the contract, they may be able to take ownership of enough different items out that they can completely discard the contract. They are quasi-governmental, a special district, subject to review. Through their enumerated power, the County Commission sets the fee. He wants to address if they are under- or over-charging the County constituents.

**Madam County Manager Barela:** Specifically, outside the ordinance, there is nothing that states that they would be covering the billing. The EVSWA and County need something that outlines who will take over the billing.

**John Butrick, County Lawyer:** Asked what the turnaround time is on getting a trash receptacle.

**Martin Lucero:** EVSWA does not provide receptacles to the residents. They must take their trash to the collection station. Some residents opt-out and get a discount in the private hauler system, and get their waste picked up by a private company. They do not handle it.

If a new account holder came in and needed a new account. What they would need is to come down to permitting, they would go down to Planning and Zoning, then P&Z would send them to EVSWA. They would then flag their account as “under construction”, while they get their property ready. When they then announce that they are inhabiting the property, they are charged for services within the quarter. They may use the service as soon as they are inhabiting the property.

**Commissioner McCall:** Had questions on fees, outstanding liens, any available numbers.



**Martin Lucero:** Referred to the page in handout (attached) labeled “Collections”. Mr. Lucero and Madam County Manager Barela have had many conversations and meetings about the contract and their goals and the necessary information each side needs to complete the contract and feel 100% fulfilled that everything has been covered. They are not there yet but are working diligently on it.

**Chairman Schwebach:** Pointed out that he is not as informed as he would like to be about the entire situation regarding the EVSWA contract, and the numbers that go along with it. He believes that Mr. Lucero and the employees in EVSWA all run it well. His main concern is that he believes the Commission and the County have no management ability without the right information and tools for the job. They need instruction on how the ordinance and contract will dictate how the EVSWA is run. Also, residents are asking for curbside pickup and he wants options for the community.

**-PAUSE FOR CD SWAP-**

**Martin Lucero:** As a JPA, they could run their own curbside pickup if it is a feasible option. Wants to address the private hauler/discount situation. Believes they need a comprehensive system. Right now, it is piecemeal, and has been for a long time.

**Chairman Schwebach:** Believes it is time to evolve this contract and give the County options, and to be upfront about everyone’s responsibility.

**Martin Lucero:** Went over the highlights slide from the presentation packet. This included the fact that EVSWA competed against other Solid Waste Authorities in the U.S. and Canada and got the Best Safety Innovation Award! Mr. Lucero wants to highlight the employees that he has, and make it known what a great team they are. He is very proud of them and all that they accomplish. He wants to shine a spotlight on Scott Guffy, who was awarded Recycler of the Year! Torrance County is highly recognized when it comes to Solid Waste Disposal.

Mr. Lucero is offering to partner with communities in the County for Clean-Up Days, and whenever they would like to do so they should contact him. He is always looking for opportunities to partner up with local towns and other groups to help the Torrance County Community.

EVSWA bought a compactor at Northern for roughly \$55K recently. They had to get the compactor from a landfill revenue to be able to purchase it because of the

cap on spending. They also want to be able to talk about how best to use capital outlay funds.

Collection Station Permits have been renewed, as required by the NM Environmental Solid Waste Rules Act. Maintaining permits requirements include training and updating operating and contingency plans.

A newsletter has been started by EVSWA. If you are not receiving one, live in Torrance County, and would like to be on the list, please contact EVSWA.

They have been getting people on the index to get promissory notes from the public on their lien debt.

EVSWA has gained the following grants on the contract:

- RAID Grants, FY-2021- \$15K for Manzano Cleanup. Requested many but only received the one grant for cleanup.
- CNG Grants, FY-2021- \$608K for the purchase of two roll-off trucks.

EVSWA requested capital outlay for the electrical compactor but did not receive the funding. The electrical compactor still needed to be purchased, so it is now stationed at Northern. It reduces the amount of transportation fees. Mr. Lucero stated that he wants to address Capital Development. He believes that they need to make sure that they include specifics as far as what is needed in capital outlay.

**Commissioner McCall:** Asked if there is there a tarping rule (Covering your vehicle bed or trailer with a tarp so that trash does not escape the confines of the vehicle before arriving at the Solid Waste Station.) There is a lot of trash flying out onto the highways.

**Martin Lucero:** Answered affirmatively, that they do have a tarping rule. There is a fee if there is no tarp covering your trash. EVSWA does not have the ability to collect revenue at their stations. They charge an excess fee for not tarping, but it is billed to their account. A person from out of town may drop off refuse at the collection station, but they need to have a tip ticket. The issue with municipal residents is that the 95-gallon container does not contain all their trash, so they go to certain stores, usually a hardware store, and buy a tip ticket. EVSWA desperately needs to electricity at the power stations. The only station with power right now is Northern. If they get electricity, they could take payment. Mr. Lucero thinks that a workshop would really be a great thing because it is difficult to come to an agreement without knowing the nuances of waste collecting.

**Madam County Manager Barela:** In the budget hearings a Code Enforcement Officer position was approved. Part of the importance of this position is to clean up trash in the County. Partnering with EVSWA to help enforce cleanup is something the County has been considering.

**Martin Lucero:** EVSWA already does partner with Code Enforcement for waste pickup in the community, and Mr. Lucero said that they work well with Dan DeCosta of Planning and Zoning. A possible cost-share split is in preliminary discussion.

Thanked the Commission and Madam County Manager Barela.

**Chairman Schwebach:** Thanked Mr. Lucero for coming in for the discussion today.

### **C. Manager: Process for soliciting and hiring Building Architect, Landscape Architect and Civil Engineer for County Fairgrounds.**

**Deputy County Manager Philip Tenorio:** Pulled up documents that he went over on the screen. All presentation materials hereto attached.

Mr. Tenorio gave the County Commission an update on the Sites Southwest proposal for the Torrance County Fairgrounds improvements, beginning with a total estimation for the project at \$1.4Mil.

**Chairman Schwebach:** Asked for clarification on where the total estimation number of \$1.4Mil. came from.

**Deputy County Manager Tenorio:** Explained that the estimation is a total of the appropriation budget, at \$57k, the 2020 appropriation is \$150k, and the 2021 appropriation of \$700k, which is a total of approximately \$900k. What they are considering "Phase III" is the 15k square foot improvements, at \$34, comes to approximately \$500K. This is a grand total of \$1.4Mil.

If they were to pay for the full design of the architecture, it would be closer to \$88k. Their fee is based on a percentage of estimated construction costs.

Mr. Tenorio continued to expand on the numbers and timelines, which were split between what he is hoping to get done before and after the 2021 Torrance County Fair.

Mr. Tenorio also brought up the fact that the County could either send everything to RFP and let them manage the project at once, or alternatively send the 3 packages out one at a time. It could take 3-5 months to solicit an architect.

**Noah Sedillo, Purchasing Director:** Roughly 90 days is what it took for the Southern Torrance County Economic Development Plan, after the RFP was complete and sent out. It was a professional service agreement, and they were able to directly negotiate with Mr. Corey Baker, who completed the Road Department Building, because it stayed below \$60k. The County would be able to use different contractors and architects if they stay under \$60k.

**Commissioner McCall:** Would prefer to get quotes on the metal shell of a building and save as much money as possible.

**Noah Sedillo:** Would recommend negotiating if the County is seeking only the architectural plan. If the County is looking at a multi-source award for a Master Plan, Civil Site Engineering and Architectural Design plan, then an RFP is what he would suggest instead.

**John Perea, Torrance County Fair Board:** Wanted to inform the Commission that the Fair Board agrees on placement with the County Commission. The work for the fans is still supposed to be donated as well.

**Deputy County Manager Tenorio:** Would like to have the fans done before the fair in August.

**Cheryl Allen, Torrance County Grants Manager:** Wanted to remind the Commission that the Master Plan is to look beyond just the building but also for the community gardens, the landscaping, parking, and overall design of the Fairgrounds.

**Chairman Schwebach:** Asked about the Master Plan within the Southern Economic Development and how much more it needs to be expanded at this time. He would like to keep it mainly the way it is for now.

**Cheryl Allen:** Looking for concrete information so that she can put in requests for grants and funding as soon as is possible.

**John Perea:** Informed the Commission that the pig pens may be removed. They are not needed at all before or after the fair.

**Commissioner McCall:** Asked the Fair Board to come up with square footage needs of the animals that are brought to the fair.

**John Perea:** Explained that they would probably need approximately 50 5'x5' pens for the animals, and that they are utilizing the panels that were built in the early 2000's that had been in storage.

**The Commissioners and Mr. Perea debated the placement of show animal pens.**

#### **D. Manager's Report:**

**Madam County Manager Barela:** Read the Manager's Report, hereto attached. Madam County Manager Barela spoke about the fires in Arizona and the decreased air quality in the State of New Mexico. She also reminded the citizens of Torrance County to always know where their go-bag is and what to do should an emergency happen. She announced open and newly filled positions within the County.

Madam County Manager Barela also announced the suspension of all re-organization of the Torrance County Sheriff's Office Transport Division pending the outcome of the Petition for Certification.

#### **E. Commissioner's Reports:**

##### **1. ) Commissioner McCall, District 1:**

**Commissioner McCall:** Told the Community how wonderful it is to see them back at the meetings. He has also wanted to encourage more people to show up to the meetings.

**Deputy County Manager Phillip Tenorio:** Updated the Commissioner on his previous challenge to the Torrance County Community to get creative in solutions for the Road Department. Mr. Tenorio believes he came up with a great solution along with Noah Sedillo. The state appropriation is not available until September and there is no way to borrow and pay it back before that time. The only other thing that can be done is to pre-purchase the metal building from a separate fund, with the full intention of NOT reimbursing the fund.

The cost of a metal building is roughly \$100k. An RFP can be done when September comes, and the appropriation is released. The County may then complete the project, minus the building. If we purchase the building and the contractors bid it, there will be parts missing that a contractor can not be held responsible for (Nuts, bolts, various parts).

**Commissioner McCall:** Asked if we can start the process of getting bids without the appropriations money yet.

**Noah Sedillo, Purchasing Director:** Answered in the negative. Explained that we would be premature from our notice of obligation. If we did anything before the notice of obligation, we would be on the hook. Even if we did not award a contract.

**Commissioner McCall:** Asked if we had any previous funding for the Road Department building from appropriations.

**Madam County Manager Barela:** Mrs. Barela believes that when the County was in talks with Senator Schmedes about the Junior Appropriations money he had to use, that money gets put into a fund and distributed. Then anything that is reappropriated, that they go back out to bond again and distributed once more.

## 2.) Commissioner Schwebach, District 2

**Chairman Schwebach:** No updates at this juncture.

## 3.) Commissioner Candelaria, District 3

**Commissioner Candelaria:** The Commissioner would like to remind everyone to be careful with fire this summer. There was a fire recently that almost got out of control in the Manzano area. He wants everyone to pay attention and make sure that they put any fires that are started completely out.

Commissioner Candelaria also mentioned that there is a tractor parade the weekend of Saturday, June 12, 2021.

Mr. Candelaria would also like everyone to know that there are openings with his road crew. It is a chance to travel and make good money. Contact District 3 Commissioner **LeRoy Candelaria** at: [lcandelaria@tcnm.us](mailto:lcandelaria@tcnm.us), or call

@ (505) 270-8394

**EXECUTIVE SESSION: No executive session this day.**

**14.ANNOUNCEMENT OF THE NEXT BOARD OF COMMISSIONER'S MEETING: June 23, 2021 @ 9:00 AM**

**15.ADJOURN:**

**ACTION TAKEN:**

**Chairman Schwebach Made a motion to adjourn.**

**Commissioner McCall: Seconded the motion.**

**Regular Session Adjourned at 12:16 P.M.**

**Signed By:**

\_\_\_\_\_  
**Ryan Schwebach – Torrance  
County Board of Commission  
Chairman**

\_\_\_\_\_  
**Valerie Smith – Admin Assistant,  
Torrance County Clerk's Office**

**Date:        /        / 2021**

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

# TORRANCE COUNTY



## MANAGER'S REPORT

6/9/2021

Janice Y. Barela

505-544-4703

[jbarela@tcnm.us](mailto:jbarela@tcnm.us)





# Departments Update

## **Emergency Manager**

There has been a smoky haze in the County. This smoke is coming from fires in Arizona and southwest New Mexico. The jet stream flows right into our area. Please keep an eye on the air quality alerts. If you have breathing issues, you may want to stay inside and not do any physically exerting activity until this passes. It should start to clear up today, and hopefully in the next couple of days be fully cleared out of the County.

This is a good reminder that we are entering fire season. This is a good time to assess your properties for defensible space and evacuation plan in the event of a fast-moving fire.

If you have access to social media, specifically Facebook, you may want to follow the Torrance County Emergency Manager Page. Emergency Manager Matt Propp puts out weekly tips on wildfire preparations such as how to create defensible space and what to put in your to-go bags, and what all to include in your evacuation plans.

## **Treasurer's Office**

Delinquent Tax Notices were mailed out making it a busy time for the Treasurer's Office. All current accounts are eligible to get on a Pre-Payment Plan. This allows taxpayers the opportunity to make monthly payments towards their property taxes so that it does not hit them all at once in December. If you would like more information on the Pre-Payment Plan, please call the Treasurer's Office at 505-544-4800.

## **Human Resources**

### Open Posted Positions:

- Victim Support Specialist
- EMT-Firefighter
- EMT-Lieutenant
- Mechanic-Equipment Operator
- 911 Dispatcher (6)
- Summer Enrichment Internship
- Student Work-Study program (High School Seniors)

### Filled Positions:

- One 911 Dispatchers
- Animal Control Officer – Fully Staffed
- Grants Assistant
- Appraiser Apprentice
- Victim Support Specialist
- Treasury Controller
- Tax Specialist III

Open but not posted:

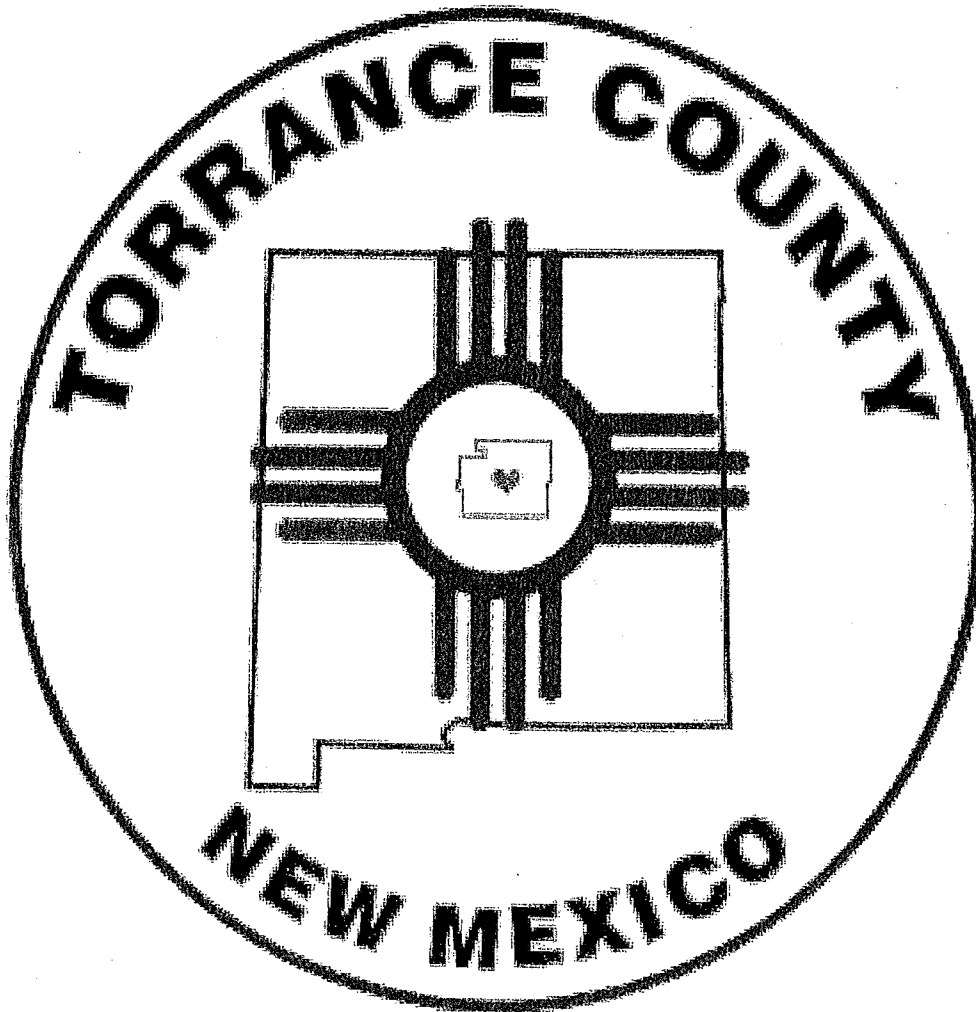
- Code enforcement officer
- Legal Assistant
- Emergency Manager Specialist

To get more information about these positions or to apply for any of these positions, please visit the County's website at [www.torrancecountynm.org](http://www.torrancecountynm.org). Click on "Job Opportunities".

### **Parking Lot**

The north side of the County Administrative Building parking is getting paved. This is the last phase of the project.

The next parking lot project will be Dispatch, Animal Services and District 3 Fire Station.



*Agenda Item*  
*No. 9-A*

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

TOTAL CHECKS PRINTED 205

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 222,740.17 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/17/2021. 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  
-----  
LeRoy M. Candelaria  
-----  
Ryan Schwebach  
-----  
Yvonne Otero

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

-----  
Tracy L. Sedillo

CK#	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
01 R	116364	AMAZON BUSINESS	SAFARI/LAND SLOUICK KIT GUN HOLST	420-74-2236	166321	06/03/2021	36474	97.70
	108.79		ESTIMATED SHIPPING	420-74-2236		/ /	36474	11.09
	06/07/2021		INVOICE#1WMH-HYY-YM91					
TRANSPORTATION OF PRIS 108.79								
01 R	116365	ANDERSON GLASS, CO.	REPAIR GLASS - COUNTY ADMIN	401-15-2215	686321	06/07/2021	36579	657.97
	657.97		MILEAGE				36579	
	06/07/2021		SERVICE CALL				36579	
			TAX/INVOICE#4285				36579	
ADMINISTRATIVE OFFICES 657.97								
01 R	116366	AT & T MOBILITY LLC	MONTHLY CHARGES SHERIFF	401-50-2207	16321	06/03/2021		2885.14
	7498.51		TRANSPORT MAY 2021	420-74-2207		/ /		466.80
	06/07/2021		COMMISSION ACCT#287272915609	401-05-2207		/ /		101.88
			LAWYER	401-56-2207		/ /		45.88
			OPS	401-65-2207		/ /		93.36
			CPO	401-55-2207		/ /		53.32
			EMERGENCY MANAGEMENT	604-83-2207		/ /		146.68
			FIRE ADMIN	413-91-2207		/ /		493.56
			DIST 5 VFD	405-91-2207		/ /		93.36
			DIST 2 VFD	406-91-2207		/ /		93.36
			DIST 1 VFD	407-91-2207		/ /		53.32
			DIST 4 VFD	409-91-2207		/ /		53.32
			MAINTENANCE	401-65-2207		/ /		140.02
			HR	401-10-2207		/ /		45.88
			CLERK	401-20-2207		/ /		45.88
			PZ	401-08-2207		/ /		91.76
			RURAL ADDRESSING	675-07-2207		/ /		45.88
			ANIMAL SERVICES	401-82-2207		/ /		186.49
			DISPATCH	911-80-2207		/ /		283.71
			COMMUNITY MONITOR	420-73-2207		/ /		45.88
			TCPO	690-09-2207		/ /		183.52
			TREASURER	401-30-2207		/ /		303.92
			GRANTS	401-49-2207		/ /		51.04
			MANAGER	401-10-2207		/ /		101.88
			ASSESSOR	401-40-2207		/ /		149.92
			FINANCE	401-55-2207		/ /		136.22
			PROBATE	401-90-2207		/ /		26.13
			ROAD	402-60-2207		/ /		1034.52
			DWI	605-22-2207		/ /		45.88
COUNTY SHERIFF	2885.14		TRANSPORTATION OF PRIS	466.80				101.88
ATTORNEY	45.88		OPERATIONS & MAINTENAN	233.38				189.54
COMMUNICATIONS/EMS TAX	146.68		STATE FIRE ALLOTMENT	786.92				147.76
COUNTY CLERK	45.88		PLANNING & ZONING	91.76				45.88
ANIMAL SERVICES	186.49		911-DISPATCH CENTER	283.71				45.88
WIND FILT	183.52		COUNTY TREASURER	303.92				51.04
COUNTY ASSESSOR	149.92		PROBATE JUDGE	26.13				1034.52
DWI LOCAL GRANT FY21	45.88							
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01 O	116367	BARELA, HELEN	1 DAY JUDGE 6/1/2021	401-21-2226	186321	06/03/2021		160.00
	180.00		1 DAY ELECTION SCHOOL 5/27/2021	401-21-2226		/ /		20.00
	06/07/2021							
ELECTIONS 180.00								

160.00  
20.00

196321 06/03/2021  
/ /

401-21-2226  
401-21-2226

1 DAY CLERK 06/01/2021  
1 DAY ELECTION SCHOOL 5/27/2021

CABBER, BETTY

01 R 116368  
180.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
06/07/2021								
ELECTIONS		180.00						
01 O	116369	CATERPILLAR FINANCIAL SVCS CORP	CONTRACT 001-0767488-000	621-96-2613	26321	06/03/2021		1782.94
	1782.94		INVOICE#31304928 ACCT#24480					
06/07/2021								
CAPITAL OUTLAY GROSS R		1782.94						
01 R	116370	CHAVEZ, BERNICE	1 DAY CLERK 06/01/2021	401-21-2226	206321	06/03/2021		160.00
	180.00		1 DAY ELECTION SCHOOL 5/27/2021	401-21-2226				20.00
06/07/2021								
ELECTIONS		180.00						
01 R	116371	CHAVEZ, FAYE	1 DAY CLERK 06/01/2021	401-21-2226	216321	06/03/2021		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226				20.00
06/07/2021								
ELECTIONS		180.00						
01 R	116372	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATIVE BUILDING		156321			
	83.81		SHERIFF'S DEPARTMENT	410-50-2222				83.81
06/07/2021			ROAD DEPARTMENT					
			911 DISPATCH					
			FIRE ADMIN					
			INVOICE#8405112882 ACCT#					
			30009096					
COUNTY SHERIFF		83.81						
01 R	116373	DAVIS, AMMIE	1 DAY CLERK 06/01/2021	401-21-2226	226321	06/03/2021		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226				20.00
06/07/2021								
ELECTIONS		180.00						
01 O	116374	DIANNA SILVA	1 DAY JUDGE 06/01/2021	401-21-2226	446321	06/03/2021		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226				20.00
06/07/2021								
ELECTIONS		180.00						
01 R	116375	DT AUTOMOTIVE	APRIL2021 VEHICLE MAINTENANCE	401-50-2201	116321	06/03/2021		4263.00
	4263.00		OIL CHANGES, TIRES, MOUNT AND					36404
06/07/2021			BALANCES, FLATS, WIPERS, FLUIDS,					36404
			WINDSHIELDS, ALIGNMENTS, OTHER					36404
			MISC MAINTENANCE NEEDS					36404
			INVOICE#TCSO 36404					
COUNTY SHERIFF		4263.00						
01 R	116376	DUCHARME, ARTHUR	2020 P&Z BOARD MEETING	401-08-2205	586321	06/03/2021		61.00
	61.00		06/02/2021					
06/07/2021								
PLANNING & ZONING		61.00						

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01 R 116377      ESTRADA, CHRISTINA      JUNE 2021 P&Z BOARD MEETING      401-08-2205      616321 06/03/2021      36550      61.00  
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CK#	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
61.00	06/07/2021		COMPENSATION					
			06/02/2021					
PLANNING & ZONING		61.00						
01 R 116378	EYWSA		TIPPING FEES INVOICE#3123	419-05-2292	516321	06/03/2021		16692.40
16692.40			ACCT#720970000547					
06/07/2021								
COUNTY COMMISSION		16692.40						
01 R 116379	FROST, JIM		P&Z BOARD MEETING	401-08-2205	596321	06/03/2021	35381	61.00
61.00			06/02/2021					
06/07/2021								
PLANNING & ZONING		61.00						
01 R 116380	GARCIA-WRIGHT, FELICIA		1 DAY CLERK 06/01/2021	401-21-2226	486321	06/03/2021		160.00
180.00			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		180.00						
01 R 116381	GARCIA, ALYSHA		1 DAY JUDGE 06/01/2021	401-21-2226	236321	06/03/2021		160.00
180.00			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		180.00						
01 O 116382	GARCIA, ANNTONETT YVONNE		1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	246321	06/03/2021		180.00
200.90			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021			MILEAGE BALLOT BOX P/U	401-21-2205	/	/		.90
ELECTIONS		200.90						
01 R 116383	GARCIA, ARYKA		1 DAY CLERK 06/01/2021	401-21-2226	256321	06/03/2021		160.00
180.00			1 DAY ELECTION SCHOOL 5/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		180.00						
01 R 116384	GARLEY, MARINA		1 DAY CLERK 06/01/2021	401-21-2226	266321	06/03/2021		160.00
180.00			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		180.00						
01 O 116385	GUTIERREZ, MARY R.		1 DAY JUDGE 06/01/2021	401-21-2226	276321	06/03/2021		160.00
180.00			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		180.00						
01 O 116386	HINDI, YVONNE		1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	286321	06/03/2021		180.00
200.00			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/	/		20.00
06/07/2021								
ELECTIONS		200.00						

01 R 116387

HOMESTEAD WATER CO.

INVOICE DATE 6/1/2021 CURRENT

405-91-2210

136321 06/03/2021

49.21

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
49.21	06/07/2021	METER READING 643390						
STATE FIRE ALLOTMENT	49.21							
01 R 116388	58.63	INDEPENDENT NEWS LLC	LEGAL AD FOR TEEN COURT/ PREVENTION RFP TO RUN 4/23/2021 AND 4/30/2021 INVOICE#36CC3A13-0001	605-13-2221	36321	06/03/2021	36436	58.63
DWI DISTRIBUTION GRANT	58.63							
01 R 116389	180.00	JENKINS, DARLENE I.	1 DAY JUDGE 06/01/2021	401-21-2226	296321	06/03/2021		160.00
06/07/2021			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS	180.00							
01 R 116390	180.00	KANE, MS. ETHEL JANELL	1 DAY JUDGE 06/01/2021	401-21-2226	306321	06/03/2021		160.00
06/07/2021			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS	180.00							
01 R 116391	180.00	KOLL, REBECCA L	1 DAY JUDGE 06/01/2021	401-21-2226	316321	06/03/2021		160.00
06/07/2021			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS	180.00							
01 R 116392	1250.00	KXNM-FM 88.7	CONTRACT KXNM COMMUNITY BROADCAST FOR COMMISSION MEETINGS INVOICE#3647	401-05-2243	146321	06/03/2021		1250.00
COUNTY COMMISSION	1250.00							
01 O 116393	61.00	LANGELL, GAIL	PLANNING AND ZONING BOARD MEETING 06/02/2021	401-08-2205	606321	06/03/2021		61.00
06/07/2021								
PLANNING & ZONING	61.00							
01 R 116394	61.00	LAWSON, HARLAN	P&Z BOARD MEETING 6/2/2021	401-08-2205	576321	06/03/2021	35384	61.00
06/07/2021								
PLANNING & ZONING	61.00							
01 R 116395	180.00	LORI LEE ALDERATE	1 DAY JUDGE 6/1/2021	401-21-2226	176321	06/03/2021		160.00
06/07/2021			1 DAY ELECTION SCHOOL 5/27/21	401-21-2226		/ /		20.00
ELECTIONS	180.00							
01 R 116396	208.55	LOVATO, MARLA	1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	326321	06/03/2021		180.00
06/07/2021			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
			MILEAGE BALLOT BOX P/U	401-21-2205		/ /		8.55



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 116397	06/07/2021	LUCERO, TANYA	1 DAY JUDGE 06/01/2021	401-21-2226	336321	06/03/2021		160.00
			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS 180.00								
01 R 116398	06/07/2021	LUCERO, TINA M.A.	1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	346321	06/03/2021		180.00
			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
			MILEAGE BALLOT BOX P/U	401-21-2205		/ /		8.10
ELECTIONS 208.10								
01 R 116399	06/07/2021	MAES, KAREN	1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	356321	06/03/2021		180.00
			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
			BALLOT BOX P/U MILEAGE	401-21-2205		/ /		12.60
ELECTIONS 212.60								
01 R 116400	06/07/2021	MARKETING STRATEGIES INC	BSUNNESS CARDS 6 SETS OF 500	401-40-2221	676321	06/07/2021	36440	123.95
			C KOTEN, Y HERNANDEZ, B HOLT				36440	
			T SOLOMON, J COLE, K SANDY				36440	
			INVOICE#5630 ACCT#TORRANCE					
COUNTY ASSESSOR 123.95								
01 R 116401	06/07/2021	MASSEY, DEBBIE	1 DAY JUDGE 06/01/2021	401-21-2226	366321	06/03/2021		160.00
			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS 180.00								
01 R 116402	06/07/2021	MAY, CATHERINE M.	1 DAY JUDGE 06/01/2021	401-21-2226	376321	06/03/2021		160.00
			1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226		/ /		20.00
ELECTIONS 180.00								
01 R 116403	06/07/2021	NEW MEXICO STATE UNIVERSITY	COOPERATIVE EXTENSION SERVICE	401-05-2261	536321	06/03/2021		22591.50
			IN TC FY 20/21 FOURTH QUARTER					
			APRIL TO JUNE					
COUNTY COMMISSION 22591.50								
01 O 116404	06/07/2021	NM LOCKING SYSTEMS	DOOR CLOSER	401-16-2215	566321	06/03/2021	36548	310.50
			FRESH INSTALL	401-16-2215		/ /	36548	45.00
			SERVICE CALL ESTANCIA	401-16-2215		/ /	36548	67.00
			SHERIFF'S DEPARTMENT				36548	
			JUDICIAL-COMPLEX				36548	
			WORK ORDER #281				36548	
			TAX	401-16-2215		/ /		28.52
			INVOICE#8311					
JUDICIAL COMPLEX MAINT 451.02								
01 R 116405	06/07/2021	NUBE GROUP	OVERAGE CHARGES FOR 01/15/2021-	401-10-2203	546321	06/03/2021		42.64
			02/14/2021					
			OVERAGE CHARGES FOR 02/15/2021-	401-10-2203		/ /		30.23
			03/14/2021					

OVERAGE CHARGES FOR 03/15/2021- 401-10-2203  
04/14/2021

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY MANAGER		154.71						
01 R 116406	1246.69	PRUDENTIAL OVERALL SUPPLY	ROAD DEPARTMENT UNIFORM SERVICE	402-60-2236	656321	06/07/2021	36458	1246.69
	06/07/2021		INVOICE#676-3253-4028 ACCT#					
			24563265					
COUNTY ROAD DEPARTMENT		1246.69						
01 O 116407	53.40	QUINTANA, CESAR	TRAVEL TO RUIDOSO NM PTO	401-50-2205	96321	06/03/2021		53.40
	06/07/2021		TRAINING COURSE RETURN 05/27/21					
COUNTY-SHERIFF		53.40						
01 R 116408	1267.75	WEST/DAMAGE DETAIL	DAMAGED TO BURIED CABLE	INVOICE# 402-60-2207	46321	06/03/2021		1267.75
	06/07/2021		7452					
COUNTY ROAD DEPARTMENT		1267.75						
01 R 116409	12868.38	REDBURN TIRE COMPANY	11R24.5 H FA560 TIRES	402-60-2244	626321	06/07/2021	36499	12868.38
	06/07/2021		MACK TRUCKS VIN #				36499	
			26979, 27609, 026222, 026223				36499	
			BELLY DUMP VIN #				36499	
			10630, 10220				36499	
			NMSWPA 90-000-19-00049AB				36499	
			INVOICE#0197					
COUNTY ROAD DEPARTMENT		1781.76						
01 R 116410	1781.76	REDBURN TIRE COMPANY	TIRES		666321			
	06/07/2021		11R24.5 H FA560	402-60-2244				1781.76
			BELLY DUMP #10630					
			BELLY DUMP #10220					
			NMSWPA 90-000-19-00049AB					
			INVOICE#9335					
COUNTY ROAD DEPARTMENT		1781.76						
01 R 116411	180.00	RILEY, MARION	1 DAY JUDGE	401-21-2226	386321	06/03/2021		160.00
	06/07/2021		1 DAY ELECTION SCHOOL	401-21-2226				20.00
ELECTIONS		180.00						
01 O 116412	180.00	ROMERO, GLORIA	1 DAY JUDGE	401-21-2226	396321	06/03/2021		160.00
	06/07/2021		1 DAY ELECTION SCHOOL	401-21-2226				20.00
ELECTIONS		180.00						
01 R 116413	180.00	SALAS, ERMINIO	1 DAY CLERK	401-21-2226	406321	06/03/2021		160.00
	06/07/2021		1 DAY ELECTION SCHOOL	401-21-2226				20.00

ELECTIONS

180.00

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CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 R	116414	SANCHEZ, ELIAS	1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	416321		180.00
	200.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226			20.00
	06/07/2021						
ELECTIONS 200.00							
01 O	116415	SCHWERDEL, ALEXANDER	TRAVEL TO RUIDOSO NM FTO	401-50-2205	106321		53.40
	53.40		TRAINING COURSE RETURN 05/27/21				
	06/07/2021						
COUNTY SHERIFF 53.40							
01 R	116416	SENERGY PETROLEUM, LLC	FUEL MAY 2021 INVOICE#801109	402-60-2202	56321		4557.52
	4557.52		ACCT#FCROAD				
	06/07/2021						
COUNTY ROAD DEPARTMENT 4557.52							
01 R	116417	SHANFELDT, MARGARET M	1 DAY JUDGE 06/01/2021	401-21-2226	426321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226			20.00
	06/07/2021						
ELECTIONS 180.00							
01 R	116418	SHOVELIN, LINDA	1 DAY JUDGE 6/01/2021	401-21-2226	436321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226			20.00
	06/07/2021						
ELECTIONS 180.00							
01 O	116419	SILVA, LARRY	1 DAY JUDGE 06/01/2021	401-21-2226	456321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226			20.00
	06/07/2021						
ELECTIONS 180.00							
01 R	116420	SISNEROS, JASON	1 DAY JUDGE 06/01/2021	401-21-2226	466321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226			20.00
	06/07/2021						
ELECTIONS 180.00							
01 O	116421	STAPLES BUSINESS ADVANTAGE	VC-500 PRINTER 3477431187	401-50-2228	76321		195.56
	195.56		CZ1004 LABELS 3477511703				
	06/07/2021		ACCT#70109685				
COUNTY SHERIFF 195.56							
01 O	116422	STAPLES BUSINESS ADVANTAGE	HP ALL IN ONE PRINTER EVIDENCE	401-50-2219	126321		432.21
	432.21		ACCT#70109685				
	06/07/2021						
COUNTY SHERIFF 432.21							
01 O	116423	STAPLES BUSINESS ADVANTAGE	2 PIERCE PRONG FASTENER	401-21-2219	636321		12.56
	23.78		BIC BLUE PENS	401-21-2219			11.22
	06/07/2021						



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	116424	STAPLES BUSINESS ADVANTAGE	SHARPIE GEL PEN	401-21-2219	646321	36486	7.11
	319.21		KLEENEX	401-21-2219	/	36486	33.00
	06/07/2021		SCOTCH TAPE	401-21-2219	/	36486	8.12
			HAND SANITIZER	401-21-2219	/	36486	14.95
			KEYBOARD AND MOUSE COMBO	401-21-2219	/	36486	143.97
			CD SLEEVE	401-21-2219	/	36486	4.79
			MAXWELL CD-R	401-21-2219	/	36486	25.33
			ZEBRA RED PEN	401-21-2219	/	36486	23.99
			ZEBRA BLUE PEN	401-21-2219	/	36486	30.00
			RECORD BOOK	401-21-2219	/	36486	27.95
			SHARPIE HIGHLIGHTER	401-21-2219	/	36486	
ELECTIONS 319.21							
01 R	116425	TC AND F, LLC	5 GALLONS PRAMITOL 25E	401-15-2238	556321	36580	191.45
	191.45		(2 X 2.5 GAL) EPA #66222-22			36580	
	06/07/2021		COUNTY ADMINISTRATION			36580	
			NORTH PARKING LOT			36580	
			ZIPPING PROJECT PAVING			36580	
			INVOICE#2238				
ADMINISTRATIVE OFFICES 191.45							
01 R	116426	TOROK, SHANON MARIE	1 DAY JUDGE 06/01/2021	401-21-2226	476321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/		20.00
	06/07/2021						
ELECTIONS 180.00							
01 R	116427	U.S. POSTMASTER	ANNUAL POST OFFICE BOX FOR	401-10-2269	526321	36581	122.00
	122.00		PO BOX 48			36581	
	06/07/2021						
COUNTY MANAGER 122.00							
01 R	116428	VILLAGE OF MOSQUERO	2014 DODGE CHARGER	420-74-2618	66321	36551	8000.00
	8000.00		VIN: 2C3CDXAT1H34698			36551	
	06/07/2021		MILEAGE: 67,124			36551	
			INVOICE#1300				
TRANSPORTATION OF PRIS 8000.00							
01 O	116429	WHITSON, CHAD	FUEL PURCHASE FOR DRPUTY	401-50-2202	86321	36528	45.41
	45.41		CHAD WHITSON DUE TO			36528	
	06/07/2021		GAS FUEL CARD BEING			36528	
			INOPERABLE			36528	
COUNTY SHERIFF 45.41							
01 R	116430	ZAMORA, TAMMY	1 DAY PRESIDING JUDGE 06/01/2021	401-21-2226	496321		160.00
	200.70		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/		20.00
	06/07/2021		MILEAGE BALLOT BOX P/U	401-21-2205	/		20.70
ELECTIONS 200.70							
01 R	116431	ZIRNFELD, EFFIE	1 DAY CLERK 06/01/2021	401-21-2226	506321		160.00
	180.00		1 DAY ELECTION SCHOOL 05/27/2021	401-21-2226	/		20.00
	06/07/2021						



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	116434	ADVANCED COMMUNICATIONS & 78.24	VHF ANTENNA	605-13-2201	161021	06/10/2021	36574	4.00
	06/10/2021		LABOR TO INSTALL MISSING ANTENNA	605-13-2201		/ /	36574	62.50
			COUPLING NUT	605-13-2201		/ /	36574	4.00
			FREIGHT	605-13-2201		/ /	36574	2.82
			GROSS RECEIPTS	605-13-2201		/ /	36574	4.92
			INVOICE#186847 ACCT#FORRANCE					
DWI DISTRIBUTION GRANT 78.24								
01 0	116435	AIRGAS USA LLC 969.63	6 CYLINDER RENT MED/XS OXYGEN	406-91-2230	5461021	06/10/2021		109.32
	06/10/2021		HAZMAT	406-91-2230		/ /		16.28
			SALES TAX INVOICE#9979451059	406-91-2230		/ /		9.89
			ACCT#2287851					
			14 CYLINDER RENT MED XS OXYGEN	406-91-2230	5861021	06/10/2021		107.81
			HAZMAT SALES TAX/DIST 2 VFD	408-91-2230		/ /		107.81
			DIST 3 VFD	405-91-2230		/ /		107.82
			DIST 5 VFD INVOICE#9979510958	405-91-2230		/ /		
			ACCT#2296717					
			RENT-CYLINDER MEDIUM/LARGE	405-91-2230	6061021	06/10/2021		60.27
			OXYGEN RENT 4 CYLINDER MEDIUM/	405-91-2230		/ /		72.88
			HAZMAT FEE	405-91-2230		/ /		19.23
			SALES TAX INVOICE#9979451058	405-91-2230		/ /		12.00
			ACCT#2287851					
			OXYGEN USP DA MED CGA 870	408-91-2230	6161021	06/10/2021		47.43
			OXYGEN USP 125 CGA 540	408-91-2230		/ /		88.15
			DELIVERY FLAT FEE	408-91-2230		/ /		45.00
			FUEL SURCHARGE FLAT	408-91-2230		/ /		6.00
			AIRGAS HAZMAT CHARGE INVOICE#	408-91-2230		/ /		22.75
			9113635666 ACCT#2296717					
			4 OXYGEN USP DA MED CGA 870	408-91-2230	6261021	06/10/2021		63.24
			DELIVERY FLAT FEE	408-91-2230		/ /		45.00
			FUEL CHARGE FLAT	408-91-2230		/ /		6.00
			AIRGAS HAZMAT FEE CHARGE	408-91-2230		/ /		22.75
			INVOICE#9113134294 ACCT#2296717					
STATE FIRE ALLOTMENT 969.63								
01 0	116436	AMAZON BUSINESS 2647.75	MODERN ERGONOMIC STERLING	401-05-2218	4961021	06/10/2021	36571	2647.75
	06/10/2021		GENUINE LEATHER EXECUTIVE CHAIR	401-05-2218		/ /	36571	
			WITH ALUMINUM BASE-BACK					
			INVOICE#1YQK-HM46-W91F ACCT#					
			A3J165BS912J5M					
COUNTY COMMISSION 2647.75								
01 0	116437	AMBITIONS DOCUMENT SOLUTIONS 80.00	DESK EMOSSING SEAL	401-30-2221	661021	06/10/2021	36465	80.00
	06/10/2021		INVOICE#15357					
COUNTY TREASURER 80.00								
01 0	116438	AMBITIONS TECHNOLOGY GROUP LLC 696.07	NETGEAR 16-PORT GIGABIT ETHERNET	401-82-2218	3861021	06/10/2021	35885	237.60
	06/10/2021		FLAT RATE LABOR - NETGEAR	401-82-2218		/ /	35885	425.00
			TOTAL TAXES	401-82-2218		/ /	35885	33.47
			INVOICE#9103					
ANIMAL SERVICES 696.07								

01 0 116439

AMBITIONS TECHNOLOGY GROUP LLC BLOCK PURCHASE SERVICE 5/01/21-

401-65-2213

6661021 06/10/2021

4890.50

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
5275.63	06/10/2021	OPERATIONS & MAINTENAN	TAXES INVOICE#9082	401-65-2213	/ /		385.13
01 O	116440	AMERICAS PROPANE LP	TANK RENT 500 GALLON TANK	407-91-2209	5361021	06/10/2021	74.00
	79.69		STATE SALES TAX	407-91-2209	/ /		3.80
			COUNTY SALES TAX	407-91-2209	/ /		.83
			CITY SALES TAX INVOICE#	407-91-2209	/ /		1.06
			3121542297 ACCT#202680264				
			INVOICE#74826				
01 O	116441	ARTESIA FIRE EQUIPMENT INC	AK-8815, 1.5" VALVE, WITH	407-91-2248	5761021	06/10/2021	240.00
	240.00		STAINLESS STEEL BALL, R-1 HANDLE				
			AND 2-P1-S 1.5" FEMALE NPT				
			FLANGES				
			INVOICE#74826				
01 R	116442	AT & T MOBILITY LLC	3-YR NETCHOUD MOBILE ESSENTIALS	827-77-2617	8061021	06/10/2021	25568.00
	25568.00		PLAN AND IER900-120M, ANTENNAS				
			AND POWER SUPPLY NOT INCLUDED,				
			NORTH AMERICA				
			NM STATEWIDE PRICE AGREEMENT				
			20-000-00-00048CC				
			INVOICE#596065963 ACCT#057715561				
			INVOICE#KACM052021TORRENCECO				
01 O	116443	CENTER FOR EVIDENCE PROGRAMMING	KACM STUDENT PACKETS	605-13-2221	7661021	06/10/2021	1522.50
	1644.30		SHIPPING AND HANDLING	605-13-2221	/ /		121.80
			INVOICE#KACM052021TORRENCECO				
01 O	116444	DWI DISTRIBUTION GRANT	QUOTE # 20215486	420-74-2618	6861021	06/10/2021	3936.48
	3936.48		(BLACK CHARGER X2)				
			LIGHTS, RADIO, COMPUTER STAND,				
			GHOST DECALS, LABOR, AND MISC.				
			SHOP MATERIAL)				
			QUOTE #20215451 (TAHOE X2)				
			DECALS & LABOR				
			QUOTE #20215411 (TAHOE X1)				
			CAGE, EXTENSION PANELS, & LABOR				
			NMSWPA 60-000-15-00032AD				
			INVOICE#210527				
01 R	116445	TRANSPORTATION OF PRIS	SERVICES/C GOLD COVERAGE	401-15-2215	1061021	06/10/2021	693.44
	7475.40		FY2021	401-24-2215	/ /		443.18
			07/01/2020 - 06/30/2021	413-91-2215	/ /		542.21
			8.19% TAX ON LABOR ONLY	401-16-2215	/ /		493.07
			CES CONTRACT	630-87-2215	/ /		765.04
			18-07B-R201	401-23-2215	/ /		655.40
				401-27-2215	/ /		301.91

911-80-2215  
620-94-2215

/ /  
/ /

35391  
35391

439.30  
2113.08



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
			INVOICE#24-115795/MAY ACCT#	401-37-2215	/	35391	388.09
			700275.1 TORRAS	401-36-2215	/	35391	372.69
				401-53-2215	/	35391	267.99
=====							
01 0	116446	CRYSTAL SPRINGS	HEALTH DEPT BLDG MAINT 443.18 STATE FIRE ALLOTMENT 542.21		761021 06/10/2021	35326	19.00
	19.00		WATER DELIVERY FOR FY21	401-30-2271			
	06/10/2021		ACCT#12600900				
=====							
COUNTY TREASURER							19.00
=====							
01 0	116447	DESIGN SILK SCREEN PRINTERS	INSTALL OF DECALS	604-83-2248	361021 06/10/2021	36556	250.00
	250.00		2008 CHEVROLET IMPALA			36556	
	06/10/2021		LP: 06653G			36556	
			VIN: 2G1WB58K589251498			36556	
			MILEAGE: 124,747			36556	
			INVOICE#35557			36556	
=====							
COMMUNICATIONS/EMS TAX							250.00
=====							
01 0	116448	DOUBLE H AUTO	BATTERIES FOR ENGINE 5-2	405-91-2201	6561021 06/10/2021	36584	441.87
	441.87		INVOICE#522144 ACCT#2922				
	06/10/2021						
=====							
STATE FIRE ALLOTMENT							441.87
=====							
01 0	116449	GALLAGHER BENEFIT SERVICES, INC	JUNE 2021 PROFESSIONAL	401-10-2272	1161021 06/10/2021		2700.00
	2700.00		CONSULTING SERVICES INVOICE#				
	06/10/2021		229924				
=====							
COUNTY MANAGER							2700.00
=====							
01 0	116450	GREEN VALLEY PEST MANAGEMENT	MONTHLY PEST CONTROL SERVICE	401-82-2271	3961021 06/10/2021	35494	80.91
	80.91		INVOICE#9759 ACCT#5660				
	06/10/2021						
=====							
ANIMAL SERVICES							80.91
=====							
01 0	116451	GUSTIN ELECTRIC	UP-GRADE ELECTRIC AND MOVE TO	402-60-2218	3761021 06/10/2021	35874	1500.00
	1500.00		INVOICE#4988				
	06/10/2021						
=====							
COUNTY ROAD DEPARTMENT							1500.00
=====							
01 0	116452	GUSTIN ELECTRIC	CASE SYLVANIA ECO LED TYPE BT8	401-15-2215	4261021 06/10/2021	36497	175.00
	175.00		LIGHT BULBS FOR ALL COUNTY ADMIN			36497	
	06/10/2021		INVOICE#4978 ACCT#TORCO				
=====							
ADMINISTRATIVE OFFICES							175.00
=====							
01 0	116453	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING,	401-16-2215	2561021 06/10/2021	35678	62.96
	62.96		1 4-8 FT EXTENSION POLE 1				
	06/10/2021		OSTRICH FEATHER DUSTER 2 DOOR				
			STOPS INVOICE#260316 ACCT#125				



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	116454	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING, INVOICE#260165 ACCT#L25	401-15-2215	5261021	06/10/2021	35679	22.99
	06/10/2021		FOUR TUBE BALLAST F32 COMMISSION ROOM LIGHT					
ADMINISTRATIVE OFFICES 22.99								
01 O	116455	GUSTIN HARDWARE INC.	PAPER TOWELS, SCREW BOLT,	402-61-2250	7061021	06/10/2021	36150	985.35
	06/10/2021							
COUNTY ROAD SHOP 985.35								
01 O	116456	HAMILTON, JEFFREY L.	1 DAY PRESIDING JUDGE 06/01/21	401-21-2226	7361021	06/10/2021		160.00
	199.80		1 DAY ELECTION SCHOOL 5/27/21	401-21-2226	/ /	/ /		20.00
	06/10/2021		MILEAGE BALLOT BOX P/U	401-21-2205	/ /	/ /		19.80
ELECTIONS 199.80								
01 O	116457	HART'S TRUSTWORTHY HARDWARE	WIRE FOR GATE REPAIR ON KENNELS	401-82-2239	4061021	/ /	35912	15.96
	06/10/2021		ASSORTED TOOLS FOR KENNEL CLEANING BRUSH PROTECTIVE GLOVES PROTECTIVE GLOVES WRIST COLLS KEYS ACCT#33				35912	
ANIMAL SERVICES 15.96								
01 O	116458	HART'S TRUSTWORTHY HARDWARE	3 - CANS FLEX SEAL, 2 - TUBES OF 405-91-2248	405-91-2248	7961021	06/10/2021	36483	101.70
	101.70		LEXEL CLEAR SEALANT, 10 - 5/16"				36483	
	06/10/2021		X 1" FIND THREAD BUTTON HEAD SOCKET SCREWS, 4 - 7/16" LOCK WASHERS, 4 - 7/16" X 3" BOLTS, 10 - 5/16" FLAT WASHERS INVOICE#B443175 ACCT #33				36483	
STATE FIRE ALLOTMENT 101.70								
01 O	116459	HYDRO RESOLUTIONS LLC	WATER LEVEL TESTING FOR FY21	650-71-2272	7861021	06/10/2021	35540	4475.40
	4475.40		INVOICE#21-05-05					
	06/10/2021							
WATER BOARD 4475.40								
01 O	116460	INDEPENDENT NEWS LLC	JOB AD-TREASURY CONTROLLER	401-30-2221	461021	06/10/2021	36469	57.21
	57.21		PUBLICATION DATES MAY 7, 2021 MAY 14, 2021 INVOICE#B8AE7BC7-0001				36469	
	06/10/2021						36469	
COUNTY TREASURER 57.21								
01 O	116461	IRON MOUNTAIN RECORDS MANAGEMENT	MONTHLY STORAGE MICRO FILM	612-20-2203	4861021	06/10/2021	35397	193.20
	193.20		INVOICE#202352401 ACCT#44033.0 NM389					
	06/10/2021							
COUNTY CLERK 193.20								
01 O	116462	JUNIOR'S TIRE & AUTO PARTS INC.	NEW LADDER	411-92-2201	6361021	06/10/2021	36562	52.00
	06/10/2021							

36562  
36562

REPAIR DRIVER FRONT TIRE  
LOSING PRESSURE

52.00  
06/10/2021

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
1/4%		FIRE EXCISE TAX	52.00					
01 O	116463	KHN SOLUTIONS, INC.	100-PACK MOUTHPIECES FOR	605-13-2219	961021	06/10/2021	36523	53.94
			BACTRACK S80				36523	
			GRT AND SHIPPING				36523	
			INVOICE#2414842					
DWI DISTRIBUTION GRANT		53.94						
01 O	116464	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY INTERNET IT	401-65-2207	1561021	06/10/2021		155.00
			INVOICE#N10715-22 ACCT#10715					
OPERATIONS & MAINTENAN		155.00						
01 O	116465	LOBO INTERNET SERVICES LTD	DISPATCH INTERNET INVOICE#	911-80-2207	1661021	06/10/2021		137.50
			N10958-19 ACCT#10958					
911-DISPATCH CENTER		137.50						
01 O	116466	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY INTERNET DV	690-84-2207	1761021	06/10/2021		49.50
			INVOICE#N10954-5 ACCT#10954					
DV CONTRACT FY21		49.50						
01 O	116467	LOBO INTERNET SERVICES LTD	MONTHLY WIRELESS INTERNET	401-82-2207	1861021	06/10/2021		45.00
			SERVICES SERVICE DATES					
			07/01/2021-07/31/2021					
			INVOICE#N12084-18 ACCT#12084					
ANIMAL SERVICES		45.00						
01 O	116468	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY INTERNET DIST 3	408-91-2207	1961021	06/10/2021		172.61
			DIST 4 VPD INVOICE#N10926-21	409-91-2207		/ /		135.69
			DIST 5 VPD	405-91-2207		/ /		135.69
			DIST 2 VPD	406-91-2207		/ /		135.69
			FIRE ADMIN ACCT#10926	413-91-2207		/ /		45.32
STATE FIRE ALLOTMENT		625.00						
01 O	116469	LUJAN, GLINDA G	1 DAY JUDGE 06/01/2021	401-21-2226	5061021	06/10/2021		160.00
			1 DAY ELECFITON SCHOOL 5/27/2021	401-21-2226		/ /		20.00
ELECTIONS		180.00						
01 O	116470	MONTOYA, AUGUSTINE	1 DAY PRESIDING JUDGE 6/01/21	401-21-2226	7261021	06/10/2021		180.00
			1 DAY ELECTION SCHOOL 05/27/21	401-21-2226		/ /		20.00
			MILERAGE BALLOT BOX P/U	401-21-2205		/ /		15.30
ELECTIONS		215.30						
01 O	116471	MOUNTAINAIR, TOWN OF	MONTHLY CHARGES WATER	401-27-2210	4561021	06/10/2021		93.16
			MONTHLY CHARGES GAS ACCT#1716	401-27-2209		/ /		139.28



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 0	116472	MURRAY, JULIE	PRESIDING JUDGE 1 DAY 06/01/2021	401-21-2226	5161021		180.00
	212.60		ELECTION SCHOOL 05/27/2021	401-21-2226	/ /		20.00
	06/10/2021		28 MILES MILEAGE BALLOT BOX P/U	401-21-2205	/ /		12.60
			ELECTIONS				212.60
01 0	116473	NM SECRETARY OF STATE	NOTARY STATE APPLICATION FEE	401-82-2271	4161021	36502	20.00
	20.00		DANETTE MEAD-LANGDON			36502	
	06/10/2021						
			ANIMAL SERVICES				20.00
01 0	116474	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE	413-91-2271	6461021		.18
	.18		5/01/2021-05/31/2021 OVRAGE				
	06/10/2021		PERIOD TAX INVOICE#IN48914 ACCT#				
			TC04				
			STATE FIRE ALLOTMENT				0.18
01 0	116475	PENGUIN MANAGEMENT INC.	6 MTHS DEPUTY CHIEF PLAN	407-91-2271	5961021	36475	163.79
	1146.50		6MTHS ADD SINGLE TONE PAIR	406-91-2271	/ /	36475	163.79
	06/10/2021		6MTHS STREAMING AUDIO	408-91-2271	/ /	36475	163.79
			JUNE 1, 2021 TO NOVEMBER 30,2021	409-91-2271	/ /	36475	163.79
			SALES TAX	405-91-2271	/ /	36475	163.79
			INVOICE#65090	418-91-2271	/ /	36475	163.79
				413-91-2271	/ /	36475	163.76
			STATE FIRE ALLOTMENT				1146.50
01 0	116476	PLATEAU WIRELESS	LARGE BUSINESS BLAZE FIRE ADMIN	413-91-2207	4761021		389.55
	2040.35		IT ACCT#3061934	401-65-2207	/ /		1650.80
	06/10/2021						
			STATE FIRE ALLOTMENT				389.55
01 0	116477	PRESBYTERIAN MEDICAL SERVICES	CLEANING EXPENSES FOR COUNTY	631-57-2271	4661021		833.37
	833.37		SC FOR JUNE 2021 INVOICE#				
	06/10/2021		4-JUNE-21				
			SENIOR CITIZEN'S PROGR				833.37
01 0	116478	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	1261021		37.57
	162.44		UNIFORMS STETSON ARELY MARISSA	401-65-2236	/ /		66.08
	06/10/2021		NICK				
			MATS AND MOPS FOR JUDICIAL	401-16-2203	/ /		58.79
			INVOICE#45058-7919/45058-7920				
			ACCT#6528480				
			ADMINISTRATIVE OFFICES				37.57
01 0	116479	PRUDENTIAL OVERALL SUPPLY	OPERATIONS & MAINTENAN	66.08	JUDICIAL COMPLEX MAINT		58.79
	162.44		MATS AND MOPS COUNTY ADMIN	401-15-2203	1361021		37.57
	06/10/2021		UNIFORMS STETSON ARELY MARISSA	401-65-2236	/ /		66.08
			NICK				
			MATS AND MOPS JUDICIAL	401-16-2203	/ /		58.79
			INVOICE#45058-8677/45058-8678				
			ACCT#6528480				

ADMINISTRATIVE OFFICES 37.57 OPERATIONS & MAINTENAN 66.08 JUDICIAL COMPLEX MAINT 58.79



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 0	116480	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-10-2207	2061021		259.22
	259.22		MANAGER ACCT#505384-5294082B				
	06/10/2021						
COUNTY MANAGER 259.22							
01 0	116481	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	401-30-2207	2161021		63.00
	63.00		TREASURER ACCT#505384-4381889B				
	06/10/2021						
COUNTY TREASURER 63.00							
01 0	116482	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	405-91-2207	2261021		233.64
	233.64		DIST 5 VFD ACCT#505832-4068906B				
	06/10/2021						
STATE FIRE ALLOTMENT 233.64							
01 0	116483	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	911-80-2207	2361021		641.56
	641.56		DISPATCH ACCT#505384-9631581B				
	06/10/2021						
911-DISPATCH CENTER 641.56							
01 0	116484	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-50-2207	2461021		34.95
	34.95		SHERIFF ACCT#505384-1277037E				
	06/10/2021						
COUNTY SHERIFF 34.95							
01 0	116485	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-20-2207	2661021		63.00
	63.00		CLERK ACCT#505384-4080353B				
	06/10/2021						
COUNTY CLERK 63.00							
01 0	116486	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-40-2207	2761021		63.00
	63.00		ASSESSOR ACCT#505384-4362899B				
	06/10/2021						
COUNTY ASSESSOR 63.00							
01 0	116487	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-36-2207	2861021		262.80
	262.80		ACCT#505384-5010995B				
	06/10/2021						
ESTANCIA SENIOR CENTER 262.80							
01 0	116488	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	401-37-2207	2961021		171.77
	171.77		MORIARTY SC ACCT#505832-4425163B				
	06/10/2021						
MORIARTY SENIOR CENTER 171.77							
01 0	116489	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	401-82-2207	3061021		257.03
	257.03		ACCT#505384-5117227B				
	06/10/2021						



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	116490	QWEST CORPORATION	MONTHLY CHARGES FOR JUNE 2021	405-91-2207	3161021		62.53
	06/10/2021		ACCT#505832-5104623B DIST 5				
=====							
STATE FIRE ALLOTMENT		62.53					
01 O	116491	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	401-27-2207	3261021		59.44
	06/10/2021		MOUNTAINAIR SC ACCT#505847-2885204B				
=====							
MOUNTAINAIR SENIOR CEN		59.44					
01 O	116492	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	402-60-2207	3361021		109.52
	06/10/2021		ROAD ACCT#505384-2550082B				
=====							
COUNTY ROAD DEPARTMENT		109.52					
01 O	116493	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	401-16-2207	3461021		116.98
	06/10/2021		JUDICIAL ACCT#505384-3237905B				
=====							
JUDICIAL COMPLEX MAINT		116.98					
01 O	116494	QWEST CORPORATION	MONTHLY CHARGES JUNE 2021	413-91-2207	3561021		114.33
	06/10/2021		FIRE ADMIN ACCT#505384-3165110B				
=====							
STATE FIRE ALLOTMENT		114.33					
01 O	116495	RICH FORD SALES	OIL CHANGE/SERVICE	604-83-2201	261021		60.00
	06/10/2021		SHOP SUPPLIES	604-83-2201	/		1.19
			TAX (LABOR)	604-83-2201	/		4.85
			2020 FORD F-150				
			LP: 11362G				
			VIN: 1FTFW1E43LXE66486				
			MILEAGE: 6,087				
			INVOICE#2034994/1 2034994/2				
=====							
COMMUNICATIONS/EMS TAX		66.04					
01 O	116496	RICH FORD SALES	MAY 2021 OIL CHANGE &	401-30-2201	861021		61.62
	06/10/2021		INSPECTION T02 2009 ESCAPE				
			INVOICE#2035055				
=====							
COUNTY TREASURER		61.62					
01 O	116497	SAM'S CLUB DIRECT	DOG & CAT FOOD AND TREATS	401-82-2216	3561021		540.48
	06/10/2021		CAT LITTER, HAND SANITIZER AND WIPES	401-82-2223	/		112.76
			TOILET BOWL CLEANER, BLEACH, DAWN	401-82-2220	/		176.34
			PENS, PADS, PENCILS, & RECEIPTS	401-82-2219	/		134.85
			INVOICE#00 2807 ACCT#101 3510069				
			5810408				
=====							
ANIMAL SERVICES		964.43					

01 0 116498  
160.00

SMYTHE, JERRIKA

1 DAY CLERK 6/01/2021

401-21-2226

7161021 06/10/2021

160.00

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
06/10/2021							
ELECTIONS		160.00					
01 0 116499		STAPLES BUSINESS ADVANTAGE	INDEX ALLSTATE REF PO#36506	609-30-2219	561021 06/10/2021		11.58
		11.58	INVOICE#3477431188				
06/10/2021							
COUNTY TREASURER		11.58					
01 0 116500		STAPLES BUSINESS ADVANTAGE	DAY PLANNERS	411-92-2219	5561021 06/10/2021	36287	17.39
		17.39	INVOICE#3471717480 ACCT#394849				
06/10/2021							
1/4% FIRE EXCISE TAX		17.39					
01 0 116501		TAVENNER'S TOWING & RECOVERY	TOW TENDER 3-2	408-91-2201	5661021 06/10/2021	36449	225.00
		1052.65	VIN: 1FVACYDC65HN30307			36449	
06/10/2021			FROM DISTRICT 4 TO WAGNER			36449	
			EQUIPMENT CO. 700 WAGNER CT. SE			36449	
			ALBUQUERQUE, NM 87105			36449	
			MILEAGE	408-91-2201	/ /		480.00
			REMOVE DRIVESHAFT	408-91-2201	/ /		50.00
			TAX				
			LP: G60034				
			MILEAGE: UNKNOWN				
			CLASS A HOOK UP	405-91-2201	/ /		65.00
			TOWED MILEAGE	405-91-2201	/ /		157.50
			TAX	405-91-2201	/ /		75.15
			SQUAD 5 TOW FROM RICH FORD IN				
			ALBUQUERQUE, NM TO DISTRICT 3				
			MAIN STATION				
			INVOICE#12750				
STATE FIRE ALLOTMENT		1052.65					
01 0 116502		THEMIS TRAINING AND CONSULTING SOP REVISION PHASE 1		401-50-2272	6761021 06/10/2021	36437	4875.00
		5258.91	NM GRF	401-50-2272	/ /	36437	383.91
06/10/2021			INVOICE#TCSO 2021-02				
COUNTY SHERIFF		5258.91					
01 0 116503		TLC PLUMBING & UTILITY	DIAGNOSE AND REPAIR WALK-IN	401-36-2215	4361021 06/10/2021	36534	517.80
		517.80	FREEZER AT ESTANCIA			36534	
06/10/2021			SENIOR CENTER/ INVOICE#SMS3218301				
ESTANCIA SENIOR CENTER		517.80					
01 0 116504		UNIVERSAL BACKGROUND SCREENING PRE-EMPLOYMENT BACKGROUND CHECK	401-10-2271	7761021 06/10/2021	35401		280.07
		280.07	INVOICE#202105013415				
06/10/2021							
COUNTY MANAGER		280.07					
01 0 116505		VERMEER NEW MEXICO, INC.	RENTAL FEE	402-60-2217	3661021 06/10/2021	36477	1800.00
		1941.75	TAX	402-60-2217	/ /	36477	141.75
06/10/2021			VERMEER BC1500XL			36477	
			VIN: 1VRSZ181V6M1012068				

5/5/2021 - 5/12/2021  
INVOICE#3127

36477

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD DEPARTMENT 1941.75								
01 R	116506	VIA HOMES & DEVELOPMENT LLC	JUCC AND GC	635-67-2272	7561021	06/10/2021		3421.00
	3701.49		GROSS RECEIPTS TAX INVOICE#17	635-09-2272	/	/		280.49
	06/10/2021							
CYFD JUVENILE JUSTICE 3421.00 WIND PILT 280.49								
01 O	116507	WAGNER EQUIPMENT CO.	EMERGENCY SERVICE PARTS AND LABOR FOR BACKUP GENERATOR AT DISPATCH CENTER INVOICE# S15W0779464 ACCT#88059 COMMISSION APPROVED 05/26/2021	911-80-2218	7461021	06/10/2021		1880.74
	1880.74							
	06/10/2021							
911-DISPATCH CENTER 1880.74								
01 O	116508	WARE, SIDNEY K	16 SESSIONS OF BOYS COUNCIL COMPLETED MAY 2021	635-68-2272	6961021	06/10/2021		2640.00
	2842.95		GROSS RECEIPTS TAXES INVOICE#168	635-09-2271	/	/		202.95
	06/10/2021							
CYFD JUVENILE JUSTICE 2640.00 WIND PILT 202.95								
01 O	116509	WEST PUBLISHING CORPORATION	LEGAL RESEARCH, RESEARCH ENGINE INVOICE#844445816 ACCT# 1000641642	401-56-2269	1461021	06/10/2021	35520	186.95
	186.95							
	06/10/2021							
ATTORNEY 186.95								
01 O	116510	WEST, KATHLEEN A.	QUARTERLY PHARMACY INSPECTION PLUMBS VETERINARY DRUG HANDBOOK	401-82-2272	3661021	06/10/2021		150.00
	223.18				/	/		73.18
	06/10/2021							
ANIMAL SERVICES 223.18								
01 O	116511	WESTERN TRAILS VETERINARY INC.	SMALL STERILIZATIONS OFFICE VISITS MEDICATIONS ETC INVOICE#166785 ACCT#238	401-82-2272	3761021	06/10/2021		260.00
	557.66				/	/		297.66
	06/10/2021							
ANIMAL SERVICES 557.66								
01 R	116512	WILLARD, VILLAGE OF	MONTHLY CHARGES 4/26/2021-5/24/2021 WATER/SEWER ACCT# 310.01	418-91-2210	4461021	06/10/2021		56.18
	56.18							
	06/10/2021							
STATE FIRE ALLOTMENT 56.18								
01 O	116513	ALBUQUERQUE OFFICE SYSTEMS	WORKSTATION FOR TREASURER'S OFFICE	609-30-2218	561521	06/15/2021	36492	3265.94
	3406.54		KEYBOARD REPLACEMENT STATION 3	609-30-2218	/	/	36492	72.71
	06/15/2021		GRT ON LABOR INVOICE#9264	609-30-2218	/	/	36492	67.89
COUNTY TREASURER 3406.54								
01 O	116514	BARELA, JANICE	FUEL FOR M01 FUEL CARD MALFUNCTION	401-10-2202	1861521	06/15/2021	36588	65.00
	65.00						36588	
	06/15/2021							





CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	116515	BOOT BARN INC	WORK BOOTS FOR ANIMAL CONTROL	401-82-2248	861521 06/15/2021	36503	130.49
	130.49		OFFICER - DANETTE MEAD-LANGDON			36503	
	06/15/2021		ACCT#970863				
=====							
		ANIMAL SERVICES					130.49
=====							
01 O	116516	CHAVEZ, ADELICIO S	JUNE 1ST 2021 SPECIAL ELECTION	401-21-2205	1261521 06/15/2021		85.50
	85.50		TRAVEL TO POLLING SITES				
	06/15/2021						
=====							
		ELECTIONS					85.50
=====							
01 O	116517	CHAVEZ, STELLA L.	6/01/2021 ADMIN ASSISTANT	401-21-2226	1561521 06/15/2021		52.00
	52.00						
	06/15/2021						
=====							
		ELECTIONS					52.00
=====							
01 O	116518	CINTAS CORPORATION NO. 2	COUNTY ADMINISTRATIVE BUILDING	600-06-2248	2261521 06/15/2021	35389	183.83
	500.99		SHERIFF'S DEPARTMENT			35389	
	06/15/2021		ROAD DEPARTMENT			35389	
			911 DISPATCH	911-80-2248	/ /	35389	95.96
			FIRE ADMIN			35389	
			INVOICE#8405112882 ACCT#				
			30009096				
			FIRST AID REFILL INVOICE#	402-60-2248	2361521 06/15/2021		221.20
			2882 ACCT#10202166				
=====							
		RISK MANAGEMENT					221.20
=====							
01 O	116519	COLUMN SOFTWARE PBC	LEGAL NOTICE	650-71-2271	661521 06/15/2021	36427	35.36
	35.36		REP #TC-FY21-01			36427	
	06/15/2021		GEOHYDROLOGIC CONSULTING SERVICE			36427	
			INVOICE#8DD4AC02-0001				
=====							
		WATER BOARD					35.36
=====							
01 O	116520	GUSTIN ELECTRIC	CONVERT SWITCH IN PZ OFFICE	401-15-2215	1961521 06/15/2021	36547	550.00
	1200.00		CLOSET CONVERT TO LED BULBS			36547	
	06/15/2021		WORK ORDER 368			36547	
			INVOICE#4987 ACCT#TOR CO				
			UPGRADE LIGHTS TO LED IN SMALL	401-10-2218	2061521 06/15/2021	36498	650.00
			COMMISSION ROOM AND INSTALL			36498	
			MOTION SENSOR TO REPLACE WALL			36498	
			SWITCH			36498	
			INVOICE#4987 ACCT#TOR CO				
=====							
		ADMINISTRATIVE OFFICES					550.00
=====							
01 O	116521	KAYSER, HAYLEE	06/01/2021 ADMIN ASSISTANT	401-21-2226	1661521 06/15/2021		52.00
	52.00						
	06/15/2021						
=====							
		ELECTIONS					52.00
=====							
01 O	116522	KAYSER, SARAH	06/01/2021 ELECTIONS ADMIN	401-21-2226	1761521 06/15/2021		52.00
	52.00		ASSISTANT				

06/15/2021

ELECTIONS

52.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	116523	KXNM-FM 88.7	PURCHASE REAL PROPERTY	401-05-2612	2161521	06/15/2021	36583	1500.00
	1500.00		0.45 ACRES LOCATED AT				36583	
	06/15/2021		8 CLEMENTS RD. MCINTOSH, NM				36583	
			TRACT C-1 LANDS OF KXNM				36583	
=====								
COUNTY COMMISSION		1500.00						
01 0	116524	NASCI, MICHAEL	JUNE 1ST 2021 SPECIAL ELECTION	401-21-2205	1361521	06/15/2021		112.05
	112.05		TRAVEL TO POLLING SITES					
06/15/2021								
=====								
ELECTIONS		112.05						
01 0	116525	NMAC COMMISSIONERS AFFILIATE	2018 AFFILIATE DUES	401-05-2269	761521	06/15/2021	36272	100.00
	300.00		2019 AFFILIATE DUES	401-05-2269	/	/	36272	100.00
	06/15/2021		2020 AFFILIATE DUES	401-05-2269	/	/	36272	100.00
=====								
COUNTY COMMISSION		300.00						
01 0	116526	OTERO, SR. MICHAEL V.	JUNE 1ST 2021 SPECIAL ELECTION	401-21-2205	1461521	06/15/2021		66.60
	66.60		TRAVEL TO POLLING SITES					
06/15/2021								
=====								
ELECTIONS		66.60						
01 0	116527	QWEST CORPORATION	MONTHLY CHARGES MAY 2021	420-70-2207	161521	06/15/2021		279.05
	279.05		ACCT#503840058596M					
	06/15/2021							
=====								
ADULT INMATE CARE		279.05						
01 0	116528	RICH FORD SALES	MAY 2021 OIL CHANGE &	401-30-2201	361521	06/15/2021	35335	66.04
	66.04		INSPECTION				35335	
	06/15/2021		T01 2017 EXPLORER				35335	
			INVOICE#2035095/1					
=====								
COUNTY TREASURER		66.04						
01 0	116529	RICH FORD SALES	OIL CHANGE/SERVICE	604-83-2201	461521	06/15/2021	36555	377.00
	407.71		SHOP SUPPLIES				36555	
	06/15/2021		TAX (LABOR)				36555	30.71
			2018 DODGE CHARGER				36555	
			LP: 02331G				36555	
			VIN: 2C3DCXK1JH174516				36555	
			MILEAGE: 109,947				36555	
=====								
COMMUNICATIONS/EMS TAX		407.71						
01 0	116530	SAMBA HOLDINGS, INC.	DRIVER'S LICENSE MONITORING	401-10-2271	1061521	06/15/2021	35433	329.68
	329.68		INVOICE#00638848					
	06/15/2021							
=====								
COUNTY MANAGER		329.68						
01 0	116531	TLC PLUMBING & UTILITY	DEFROST TIME CLOCK TAX	401-36-2215	1161521	06/15/2021		361.27
	361.27		ESTANCIA SC INVOICE#SMS3218302					
	06/15/2021		REF PO#365534					



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 0	116532	U.S. POSTMASTER	PO BOX 318 ANNUAL RENT	401-30-2269	261521	35348	212.00
	06/15/2021						
COUNTY TREASURER 212.00							
01 0	116533	MAC UPFITTERS LLC	EMERGENCY LIGHTBAR W/ SCENE LIGHTING	604-83-2248	961521	36577	750.00
	06/15/2021		SHOP SUPPLIES	604-83-2248	/	36577	47.00
			2004 FORD EXPEDITION	604-83-2248	/	36577	366.78
			LP: G59229			36577	
			MILEAGE: 158.741			36577	
			VIN: 1FMPU16L24LE23096			36577	
			INVOICE#7267				
COMMUNICATIONS/EMS TAX 1163.78							
01 0	116534	BOUND TREE MEDICAL, LLC	3M LITTMAN CLASSIC III	411-92-2230	1161621	36457	86.44
	06/17/2021		MONITORING STETHESCOPE, NAVY	411-92-2230	/	36457	
			3M LITTMAN CLASSIC III	411-92-2230	/	36457	123.49
			MONITORING STETHESCOPE, RASPBERR	411-92-2230	/	36457	56.10
			MAD NASAL DEVICE W/OUT SYRINGE	411-92-2230	/	36457	299.50
			CASE NALOXONE LUER-JET, 2ML	411-92-2230	/	36457	486.15
			SINGLE DOSE	411-92-2230	/	36457	
			REDUCED ENERGY DEFRIBILATION	411-92-2230	/	36457	335.20
			ELECTRODE, INFANT/CHILD	411-92-2230	/	36457	134.26
			EDGE SYSTEM ELECTRODE,	411-92-2230	/	36457	399.90
			WITH QUICK COMBO	411-92-2230	/	36457	255.52
			CASE IV SOLUTION, SODIUM	411-92-2230	/	36457	91.55
			CHLORIDE 0.9%, 1000ML BAG	411-92-2230	/	36457	94.05
			CASE CURAPLEX PATIENT	411-92-2230	/	36457	155.94
			TRANSPORTER PLUS	411-92-2230	/	36457	
			CASE CURAPLEX EVM MANUAL	411-92-2230	/	36457	
			RESUSCITATOR, ADULT	411-92-2230	/	36457	
			CASE CURAPLEX EVM MANUAL	411-92-2230	/	36457	
			RESUSCITATOR, CHILD	411-92-2230	/	36457	
			CASE CURAPLEX EVM MANUAL	411-92-2230	/	36457	
			RESUSCITATOR, INFANT	411-92-2230	/	36457	
			1 MG, 1 ML AMPULE 1 EA/PK	411-92-2230	/	36457	
			ACCT#204887				
1/4% FIRE EXCISE TAX 2518.10							
01 0	116535	CHAVEZ, SYLVIA	TRAVEL TO BERNALILLO NM	401-20-2205	3461621		136.00
	06/17/2021		CLERK RETREAT				
COUNTY CLERK 136.00							
01 0	116536	COMPUTER CORNER INC	APC BY SCHNEIDER ELECTRIC BACK	605-13-2218	3761621	36531	238.00
	06/17/2021		UPS PRO 1500VA LINE INTERACTIVE			36531	
			TOWER UPS - 16 HOUR RECHARGE -			36531	
			4.10 MINUTE STAND-BY -			36531	
			120 V AC INPUT/OUTPUT - 10X			36531	
			INVOICE#189184				
DWI DISTRIBUTION GRANT 238.00							

01 0 116537

DE LAGE LANDEN FINANCIAL SERVICECONTRACT SHERIFF COPIER CONTRACT 401-50-2203

1761621 06/16/2021

512.17

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01	06/17/2021	COUNTY SHERIFF	#25551981 REF PO#35624 INVOICE# 72803191 ACCT#1304771 JUNE 2021	413-91-2271	1861621 06/16/2021	35625	288.19
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25551986 INVOICE# 72802492 ACCT#1304774 JUNE 2021				
01	06/17/2021	STATE FIRE ALLOTMENT					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25551986 INVOICE# 72803714 JUNE 2021				
01	06/17/2021	COUNTY MANAGER					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569234				
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569234 JUNE 2021				
01	06/17/2021	WIND PILT					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569228 INVOICE# 72803723 ACCT#1341834 JUNE 2021				
01	06/17/2021	COUNTY ASSESSOR					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569230 INVOICE#72803725 ACCT#1341834 JUNE 2021				
01	06/17/2021	FINANCE DEPARTMENT					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569223 INVOICE#72803718 ACCT#1341834 JUNE 2021				
01	06/17/2021	PLANNING & ZONING					
01	06/17/2021	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT#25569230 INVOICE#72803725 ACCT#1341834 JUNE 2021				
01	06/17/2021	COUNTY TREASURER					
01	06/17/2021	DOUBLE E CONSTRUCTORS	REMOVE TWO TOILETS, CUT WALL TO REMOVE ALL WEINISS, INSTALL NEW SHEETROCK, TAPE, TEXTURE, AND PAINT	401-37-2215	2761621 06/16/2021	35329	276.69
01	06/17/2021	MORIARTY SENIOR CENTER	MORIARTY SENIOR CENTER WORK ORDER #342 INVOICE#490873				

01 0 116546  
106.68

EPCOR USA, INC.

UTILITY PAYMENT FOR WATER  
ACCT#0739014

406-91-2210

761621 06/16/2021

35511

106.68



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
06/17/2021		STATE FIRE ALLOTMENT 106.68					
01 O	116547	GUSTIN HARDWARE INC.	MISC. ELECTRICAL, PLUMBING, INVOICE#260767 ACCT#125	401-15-2215	661621 06/16/2021	35679	27.39
06/17/2021		ADMINISTRATIVE OFFICES 27.39					
01 O	116548	HARRAL, BRADI	SECRETARIAL SERVICES FROM FEB 1 INVOICE#105 ACCT#SECRETARY	412-53-2271	3661621 06/17/2021	36429	174.19
06/17/2021		COUNTY FAIR 174.19					
01 O	116549	HORIZONS OF NEW MEXICO	SHREDDING SERVICES FOR FY21 INVOICE#SINV026518 ACCT#3240	401-30-2271	1361621 06/16/2021	35339	14.95
06/17/2021		COUNTY TREASURER 14.95					
01 O	116550	HORIZONS OF NEW MEXICO	SHREDDING SERVICE FOR FY2021 INVOICE#SINV026516 ACCT#3242	612-20-2203	1461621 06/16/2021	35399	14.95
06/17/2021		COUNTY CLERK 14.95					
01 O	116551	HORIZONS OF NEW MEXICO	SHREDDING SERVICES ASSESSOR SERVICE DATE 05/06/2021 INVOICE#SINV026515 ACCT#3242	401-40-2271	1561621 06/16/2021		14.95
06/17/2021		COUNTY ASSESSOR 14.95					
01 O	116552	HORIZONS OF NEW MEXICO	MANAGER'S OFFICE SHREDDING SERVICES SERVICE DATE 05/06/2021 INVOICE#SINV026517 ACCT#3241	401-55-2271	1661621 06/16/2021	35338	14.95
06/17/2021		FINANCE DEPARTMENT 14.95					
01 O	116553	INDEPENDENT NEWS LLC	ADVERTISING PACKAGE MARCH-JUNE 2 WEEKLY DWI PREVENTION ADS INVOICE#87092/87115/87137	605-22-2221	2961621 06/17/2021	36400 36400	1499.49
06/17/2021		DWI LOCAL GRANT FY21 1499.49					
01 O	116554	INDEPENDENT NEWS LLC	SUBSCRIPTION TO THE INDEPENT WITH MAIL DELIVERY TO TORRANCE COUNTY ATTN: CHERYL ALLEN PO BOX 48 ESTANCIA, NM 87016 INVOICE#86786	401-49-2269	3261621 06/17/2021	36433 36433 36433 36433	33.00
06/17/2021		GRANT ADMINISTRATION 33.00					
01 O	116555	MASTER, TRACEY	VEHICLE FUEL 5/13/21 CHEVY UPLANDER LP G71102	605-22-2202	261621 06/16/2021	36519 36519	34.05

06/17/2021

MILEAGE 214,735  
COUNTY CARD WAS NOT WORKING

36519  
36519

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
VERBAL APPROVAL FROM J. OLIVER							
DWI LOCAL GRANT FY21		34.05				36519	
01 O 116556	06/17/2021	MOTORSPORT ADVENTURES, LLC	REPAIR AND SERVICE FOR 300, 350, AND 400 ARTIC CAT	411-92-2201	2461621 06/16/2021	35898	2224.84
			INVOICE#4896/35898 ACCT#1052			35898	
1/4% FIRE EXCISE TAX		2224.84					
01 O 116557	06/17/2021	MOUNTAINAIR, TOWN OF	5/28/2021 J.REYES DIRECTED PATROL	605-13-2272	3061621 06/17/2021		72.00
			5/14/2021-N. BERNARD PREVENTION SUPPORT	605-13-2272	/ /		87.75
DWI DISTRIBUTION GRANT		159.75					
01 O 116558	06/17/2021	NM COUNTY INSURANCE AUTHORITY	LAW ENFORCEMENT DEDUCTIBLE	401-05-2212	161621 06/16/2021		7625.67
			ROGERS-LE10029				
COUNTY COMMISSION		7625.67					
01 O 116559	06/17/2021	NMSU, REGENTS OF	DECAPTATIONS FOR RABIES TESTING	401-82-2272	1261621 06/16/2021	35549	53.02
			INVOICE#CASE 2030703 ACCT#C599				
ANIMAL SERVICES		53.02					
01 O 116560	06/17/2021	NUBE GROUP	SHARP CONTRACT COVERAGE 05/15/21- 06/14/21 INVOICE#49210 ACCT#TC14	401-10-2203	861621 06/16/2021		7.87
COUNTY MANAGER		7.87					
01 O 116561	06/17/2021	OLD MILL, THE	TRAINING MEALS	635-67-2266	3161621 06/17/2021	36490	290.25
			TAX	635-67-2266	/ /	36490	23.96
			MEALS FOR RESORTATIVE JUSTICE			36490	
			TRAINING JUNE 10 - 11, 2021			36490	
			INVOICE#32152/32153				
CYFD JUVENILE JUSTICE		314.21					
01 O 116562	06/17/2021	OTERO, MARY YVONNE	TRAVEL TO BERNALILLO NM CLERKS	401-20-2205	3561621 06/17/2021		136.00
			RETREAT				
COUNTY CLERK		136.00					
01 O 116563	06/17/2021	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	561621 06/16/2021		37.57
			UNIFORMS STETSON ARELY MARISSA NICK	401-65-2236	/ /		66.08
			MATS AND MOPS FOR JUDICIAL	401-16-2203	/ /		58.79
			INVOICE#45058-9447/45058-9446				
			ACCT#6528480				
ADMINISTRATIVE OFFICES		37.57	OPERATIONS & MAINTENAN	66.08	JUDICIAL COMPLEX MAINT		58.79

36517  
36517

1061621

SIDDONS-MARTIN EMERGENCY GROUP 10 INTERNATIONAL 7400 COM PUMPER  
VIN: 1HTWEAZR6AJ271503

01 0 116564  
1172.51

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
06/17/2021			HEAD GASKET REPAIR TO BE SUBCONTRACTED WITH PRIOR APPROVAL PER THE TERMS OF THE SERVICE CONTRACT TT-21-10 TOWN OF TAOS (SEE RFP 19-20-10, ARTICLE 28) DIAGNOSE AND REPAIR STARTER PARTS	405-91-2201		/ /	36517	605.89
			LABOR	405-91-2201		/ /	36517	423.75
			SHOP SUPPLIES	405-91-2201		/ /	36517	61.78
			SALES TAX	405-91-2201		/ /	36517	81.09
			INVOICE#12408430					
STATE FIRE ALLOTMENT 1172.51								
01 O	116565	SUPPLY CACHE INC	DRIVER GLOVE LEATHER & PULL STRAP, MEDIUM	405-91-2248	461621	06/16/2021	36561	49.75
06/17/2021	2674.77		DRIVER GLOVE LEATHER & PULL STRAP, LARGE	405-91-2248		/ /	36561	49.75
			DRUM & PAIL WRENCH, SCOTTY FIRE SHELTER (NEW GENERATION), LARGE/INVOICE#266026A ACCT# SHIPPING/162983	405-91-2248		/ /	36561	30.57
				405-91-2248		/ /	36561	2499.75
				405-91-2248		/ /	36561	44.95
STATE FIRE ALLOTMENT 2674.77								
01 O	116566	TLC PLUMBING & UTILITY	REPAIR CEILING TILES AND PATCH SHEETROCK	401-24-2215	2661621	06/16/2021	36585	2722.50
06/17/2021	2936.90		DEPARTMENT OF HEALTH OFFICE ESTANCIA, NM - TCPO TAX	401-24-2215		/ /	36585	214.40
			NMSWPA #90-000-18-00073 INVOICE#R30484601					
HEALTH DEPT BLDG MAINT 2936.90								
01 O	116567	WAGNER WORKS	MONTHLY ADMIN FEE	401-10-2271	2861621	06/16/2021		132.00
06/17/2021	182.00		MONTHLY COMPLIANCE FEE INVOICE# INV2844277 ACCT#2048013	401-10-2271		/ /		50.00
COUNTY MANAGER 182.00								
01 O	116568	WAGNER EQUIPMENT CO.	TENDER 3-2		361621		36549	
06/17/2021	2156.95		REPLACE #5 INJECTOR VIN: 1FVACYDC65HM30307 LP: G60034 MILEAGE: 34,160				36549	
			PARTS	408-91-2201		/ /	36549	699.99
			LABOR	408-91-2201		/ /	36549	1209.00
			MISC. CHARGES	408-91-2201		/ /	36549	113.33
			ROAD TEST TRUCK/TAX ON LABOR INVOICE#S10W0892231 ACCT#88059	408-91-2201		/ /	36549	134.63
STATE FIRE ALLOTMENT 2156.95								
01 O	116569	WAGNER EQUIPMENT CO.	REPAIR, CUTTING EDGES, AND PARTS	402-60-2244	3361621	06/17/2021	35378	704.36
06/17/2021	704.36		INVOICE#2278/2217/2274 ACCT#88034					



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	116570	WITMER PUBLIC SAFETY GROUP	PAC HEAVY RESCUE TOOL FAST LOK	405-91-2248	961621	06/16/2021	35897	449.34
	543.58		SALES TAX	405-91-2248		/ /	35897	94.24
	06/17/2021		INVOICE#2075661 ACCT#TORCOU					

STATE FIRE ALLOTMENT 543.58  
 205 222740.17 / / TOTAL

DEBITS

CREDITS

DEBIT ACCOUNT	DEBIT AMOUNT	CREDIT ACCOUNT	CREDIT AMOUNT
** GRAND TOTAL **	222,740.17		.00
**TOTAL	89,630.81		.00
GENERAL FUND			
COUNTY COMMISSION	36,016.80		.00
TELECOMMUNICATIONS	101.88		.00
OTHER INSURANCE PREMIUMS-PROP/LI	7,625.67		.00
FURN/FIX/EQUIP	2,647.75		.00
CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00		.00
CONTRACT - EXTENSION OFFICE	22,591.50		.00
SUBSCRIPTIONS/DUES/FEES	300.00		.00
CO - LAND & LAND IMPROVEMENTS	1,500.00		.00
PLANNING & ZONING	725.46		.00
CONTRACTS - EQUIPMENT MAINT	328.70		.00
TRAVEL - EMPLOYEES	305.00		.00
TELECOMMUNICATIONS	91.76		.00
COUNTY MANAGER	5,225.15		.00
SUPPLIES - VEHICLE FUEL	65.00		.00
CONTRACTS - EQUIPMENT MAINT	489.42		.00
TELECOMMUNICATIONS	406.98		.00
FURN/FIX/EQUIP	650.00		.00
SUBSCRIPTIONS/DUES/FEES	122.00		.00
CONTRACT - OTHER SERVICES	791.75		.00
CONTRACT - PROFESSIONAL SERVICES	2,700.00		.00
ADMINISTRATIVE OFFICES MAINTENAN	2,430.95		.00
CONTRACTS - EQUIPMENT MAINT	112.71		.00
MAINTENANCE & REPAIRS-BUILD/STRU	2,126.79		.00
MAINTENANCE & REPAIRS-GROUNDS/RO	191.45		.00
JUDICIAL COMPLEX MAINTENANCE	1,300.40		.00
CONTRACTS - EQUIPMENT MAINT	176.37		.00
TELECOMMUNICATIONS	116.98		.00
MAINTENANCE & REPAIRS-BUILD/STRU	1,007.05		.00
COUNTY CLERK	380.88		.00
TRAVEL - EMPLOYEES	272.00		.00
TELECOMMUNICATIONS	108.88		.00
ELECTIONS	8,021.69		.00
TRAVEL - EMPLOYEES	362.70		.00
SUPPLIES - GENERAL OFFICE	342.99		.00
ELECTION COSTS	7,316.00		.00
MOUNTAINAIR HEALTH CLINIC MAINT	655.40		.00
MAINTENANCE & REPAIRS-BUILD/STRU	655.40		.00
HEALTH DEPT BLDG MAINTENANCE	3,380.08		.00
MAINTENANCE & REPAIRS-BUILD/STRU	3,380.08		.00
MOUNTAINAIR SENIOR CENTER MAINT	593.79		.00
TELECOMMUNICATIONS	59.44		.00
UTILITIES - NATURAL GAS/PROPANE	139.28		.00
UTILITIES - WATER	93.16		.00
MAINTENANCE & REPAIRS-BUILD/STRU	301.91		.00



\*\*DEPT  
401-30-2201

COUNTY TREASURER  
MAINTENANCE & REPAIRS - VEHICLES

1,154.43  
127.66

.00  
.00

DEBITS

CREDITS

ACCOUNT	DESCRIPTION	DEBITS	CREDITS
401-30-2203	CONTRACTS - EQUIPMENT MAINT	276.69	.00
401-30-2207	TELECOMMUNICATIONS	366.92	.00
401-30-2221	PRINTING/PUBLISHING/ADVERTISING	137.21	.00
401-30-2269	SUBSCRIPTIONS/DUES/FEES	212.00	.00
401-30-2271	CONTRACT - OTHER SERVICES	33.95	.00
**DEPT	ESTANCIA SENIOR CENTER MAINT	1,514.56	.00
401-36-2207	TELECOMMUNICATIONS	262.80	.00
401-36-2215	MAINTENANCE & REPAIRS-BUILD/STRU	1,251.76	.00
**DEPT	MORIARTY SENIOR CENTER MAINT	2,267.86	.00
401-37-2207	TELECOMMUNICATIONS	171.77	.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	2,096.09	.00
**DEPT	COUNTY ASSESSOR	351.82	.00
401-40-2207	TELECOMMUNICATIONS	212.92	.00
401-40-2221	PRINTING/PUBLISHING/ADVERTISING	123.95	.00
401-40-2271	CONTRACT - OTHER SERVICES	14.95	.00
**DEPT	GRANT ADMINISTRATION	84.04	.00
401-49-2207	TELECOMMUNICATIONS	51.04	.00
401-49-2269	SUBSCRIPTIONS/DUES/FEES	33.00	.00
**DEPT	COUNTY SHERIFF	13,734.15	.00
401-50-2201	MAINTENANCE & REPAIRS - VEHICLES	4,263.00	.00
401-50-2202	SUPPLIES - VEHICLE FUEL	45.41	.00
401-50-2203	CONTRACTS - EQUIPMENT MAINT	512.17	.00
401-50-2205	TRAVEL - EMPLOYEES	106.80	.00
401-50-2207	TELECOMMUNICATIONS	2,920.09	.00
401-50-2219	SUPPLIES - GENERAL OFFICE	432.21	.00
401-50-2228	SOFTWARE	195.56	.00
401-50-2272	CONTRACT - PROFESSIONAL SERVICES	5,258.91	.00
**DEPT	COUNTY FAIR	267.99	.00
401-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	267.99	.00
**DEPT	FINANCE DEPARTMENT	523.11	.00
401-55-2203	CONTRACTS - EQUIPMENT MAINT	318.62	.00
401-55-2207	TELECOMMUNICATIONS	189.54	.00
401-55-2271	CONTRACT - OTHER SERVICES	14.95	.00
**DEPT	ATTORNEY	232.83	.00
401-56-2207	TELECOMMUNICATIONS	45.88	.00
401-56-2269	SUBSCRIPTIONS/DUES/FEES	186.95	.00
**DEPT	OPERATIONS & MAINTENANCE	7,513.05	.00
401-65-2207	TELECOMMUNICATIONS	2,039.18	.00
401-65-2213	CONTRACT - IT SERVICES	5,275.63	.00
401-65-2236	SUPPLIES - UNIFORMS	198.24	.00
**DEPT	ANIMAL SERVICES	3,230.24	.00
401-82-2207	TELECOMMUNICATIONS	488.52	.00
401-82-2216	SUPPLIES - ANIMAL FOOD	540.48	.00
401-82-2218	FURN/FLX/EQUIP	696.07	.00
401-82-2219	SUPPLIES - GENERAL OFFICE	134.85	.00
401-82-2220	SUPPLIES - CLEANING	176.34	.00
401-82-2223	SUPPLIES - KENNEL	112.76	.00
401-82-2239	MAINTENANCE & REPAIRS - KENNEL	15.96	.00
401-82-2248	SUPPLIES - SAFETY	130.49	.00

401-82-2271  
401-82-2272

CONTRACT - OTHER SERVICES  
CONTRACT - PROFESSIONAL SERVICES

100.91  
833.86

.00  
.00

DEBITS

CREDITS

**DEPT	PROBATE JUDGE	26.13	.00
401-90-2207	TELECOMMUNICATIONS	26.13	.00
**TOTAL	ROAD FUND	28,219.80	.00
**DEPT	COUNTY ROAD DEPARTMENT	27,233.45	.00
402-60-2202	SUPPLIES - VEHICLE FUEL	4,557.52	.00
402-60-2207	TELECOMMUNICATIONS	2,411.79	.00
402-60-2217	EQUIPMENT RENTAL	1,941.75	.00
402-60-2218	FURN/FIX/EQUIP	1,500.00	.00
402-60-2236	SUPPLIES - UNIFORMS	1,246.69	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	15,354.50	.00
402-60-2248	SUPPLIES - SAFETY	221.20	.00
**DEPT	COUNTY ROAD SHOP	985.35	.00
402-61-2250	SUPPLIES - SHOP	985.35	.00
**TOTAL	DISTRICT 5 VFD	6,242.50	.00
**DEPT	STATE FIRE ALLOTMENT	6,242.50	.00
405-91-2201	MAINTENANCE & REPAIRS - VEHICLES	1,912.03	.00
405-91-2207	TELECOMMUNICATIONS	525.22	.00
405-91-2210	UTILITIES - WATER	49.21	.00
405-91-2230	SUPPLIES - MEDICAL	272.20	.00
405-91-2248	SUPPLIES - SAFETY	3,320.05	.00
405-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	DISTRICT 2 VFD	742.82	.00
**DEPT	STATE FIRE ALLOTMENT	742.82	.00
406-91-2207	TELECOMMUNICATIONS	229.05	.00
406-91-2210	UTILITIES - WATER	106.68	.00
406-91-2230	SUPPLIES - MEDICAL	243.30	.00
406-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	DISTRICT 1 VFD	536.80	.00
**DEPT	STATE FIRE ALLOTMENT	536.80	.00
407-91-2207	TELECOMMUNICATIONS	53.32	.00
407-91-2209	UTILITIES - NATURAL GAS/PROPANE	79.69	.00
407-91-2248	SUPPLIES - SAFETY	240.00	.00
407-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	DISTRICT 3 VFD	3,702.48	.00
**DEPT	STATE FIRE ALLOTMENT	3,702.48	.00
408-91-2201	MAINTENANCE & REPAIRS - VEHICLES	2,911.95	.00
408-91-2207	TELECOMMUNICATIONS	172.61	.00
408-91-2230	SUPPLIES - MEDICAL	454.13	.00
408-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	DISTRICT 4 VFD	352.80	.00
**DEPT	STATE FIRE ALLOTMENT	352.80	.00
409-91-2207	TELECOMMUNICATIONS	189.01	.00
409-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	L. F. PROTECTION FUND	83.81	.00

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\*\*DEPT

COUNTY SHERIFF

83.81

.00  
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DEBITS	CREDITS		
410-50-2222	SUPPLIES - FIELD	83.81	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	4,812.33	.00
**DEPT	1/4% FIRE EXCISE TAX	4,812.33	.00
411-92-2201	MAINTENANCE & REPAIRS - VEHICLES	2,276.84	.00
411-92-2219	SUPPLIES - GENERAL OFFICE	17.39	.00
411-92-2230	SUPPLIES - MEDICAL	2,518.10	.00
**TOTAL	COUNTY FAIR	174.19	.00
**DEPT	COUNTY FAIR	174.19	.00
412-53-2271	CONTRACT - OTHER SERVICES	174.19	.00
**TOTAL	FIRE DEPARTMENT ADMIN	2,037.10	.00
**DEPT	STATE FIRE ALLOTMENT	2,037.10	.00
413-91-2207	TELECOMMUNICATIONS	1,042.76	.00
413-91-2215	MAINTENANCE & REPAIRS-BUILD/STRU	542.21	.00
413-91-2271	CONTRACT - OTHER SERVICES	452.13	.00
**TOTAL	DISTRICT 6 VPD	219.97	.00
**DEPT	STATE FIRE ALLOTMENT	219.97	.00
418-91-2210	UTILITIES - WATER	56.18	.00
418-91-2271	CONTRACT - OTHER SERVICES	163.79	.00
**TOTAL	EVSWA CONTRACT	16,692.40	.00
**DEPT	COUNTY COMMISSION	16,692.40	.00
419-05-2292	EVSWA TIPPING FEES	16,692.40	.00
**TOTAL	JAIL FUND	12,837.00	.00
**DEPT	ADULT INMATE CARE	279.05	.00
420-70-2207	TELECOMMUNICATIONS	279.05	.00
**DEPT	COMMUNITY MONITORING	45.88	.00
420-73-2207	TELECOMMUNICATIONS	45.88	.00
**DEPT	TRANSPORTATION OF PRISONERS	12,512.07	.00
420-74-2207	TELECOMMUNICATIONS	466.80	.00
420-74-2236	SUPPLIES - UNIFORMS	108.79	.00
420-74-2618	CO - VEHICLES	11,936.48	.00
**TOTAL	SAFETY PROGRAM	183.83	.00
**DEPT	RISK MANAGEMENT	183.83	.00
600-06-2248	SUPPLIES - SAFETY	183.83	.00
**TOTAL	CIVIL DEFENSE FUND	2,034.21	.00
**DEPT	COMMUNICATIONS/EMS TAX	2,034.21	.00
604-83-2201	MAINTENANCE & REPAIRS - VEHICLES	473.75	.00
604-83-2207	TELECOMMUNICATIONS	146.68	.00
604-83-2248	SUPPLIES - SAFETY	1,413.78	.00
**TOTAL	DWI PROGRAM FUND	3,812.28	.00

\*\*DEPT  
605-13-2201 ,

DWI DISTRIBUTION GRANT FY21  
MAINTENANCE & REPAIRS - VEHICLES

2,232.86  
78.24

.00  
.00

DEBITS

CREDITS

605-13-2218	FURN/FIX/EQUIP	238.00	.00
605-13-2219	SUPPLIES - GENERAL OFFICE	53.94	.00
605-13-2221	PRINTING/PUBLISHING/ADVERTISING	1,702.93	.00
605-13-2272	CONTRACT - PROFESSIONAL SERVICES	159.75	.00
**DEPT		1,579.42	.00
605-22-2202	DWI LOCAL GRANT FY21	34.05	.00
605-22-2207	SUPPLIES - VEHICLE FUEL	45.88	.00
605-22-2221	TELECOMMUNICATIONS	1,499.49	.00
**TOTAL		3,418.12	.00
**DEPT		3,418.12	.00
609-30-2218	COUNTY TREASURER	3,406.54	.00
609-30-2219	FURN/FIX/EQUIP	11.58	.00
**TOTAL		352.15	.00
**DEPT		352.15	.00
610-40-2203	COUNTY ASSESSOR	352.15	.00
**TOTAL		208.15	.00
**DEPT		208.15	.00
612-20-2203	CONTRACTS - EQUIPMENT MAINT	208.15	.00
**TOTAL		2,113.08	.00
**DEPT		2,113.08	.00
620-94-2215	INFRASTRUCTURE GROSS RECEIPTS TX	2,113.08	.00
**TOTAL		1,782.94	.00
**DEPT		1,782.94	.00
621-96-2613	CAPITAL OUTLAY GROSS RECEIPTS TX	1,782.94	.00
**TOTAL		765.04	.00
**DEPT		765.04	.00
630-87-2215	ESPERANZA MEDICAL CLINIC	765.04	.00
**TOTAL		833.37	.00
**DEPT		833.37	.00
631-57-2271	SENIOR CITIZEN'S PROGRAM	833.37	.00
**TOTAL		6,858.65	.00
**DEPT		483.44	.00
635-09-2271	CONTRACT - OTHER SERVICES	202.95	.00
635-09-2272	CONTRACT - PROFESSIONAL SERVICES	280.49	.00
**DEPT		3,735.21	.00
635-67-2266	CYFD JUVENILE JUSTICE GRANT FY21	314.21	.00
635-67-2272	EMPLOYEE TRAINING	3,421.00	.00
**DEPT		2,640.00	.00
635-68-2272	CONTRACT - PROFESSIONAL SERVICES	2,640.00	.00



\*\*TOTAL

ESTANCIA BASIN WATER STUDY

4,510.76

.00

\*\*DEPT

WATER BOARD

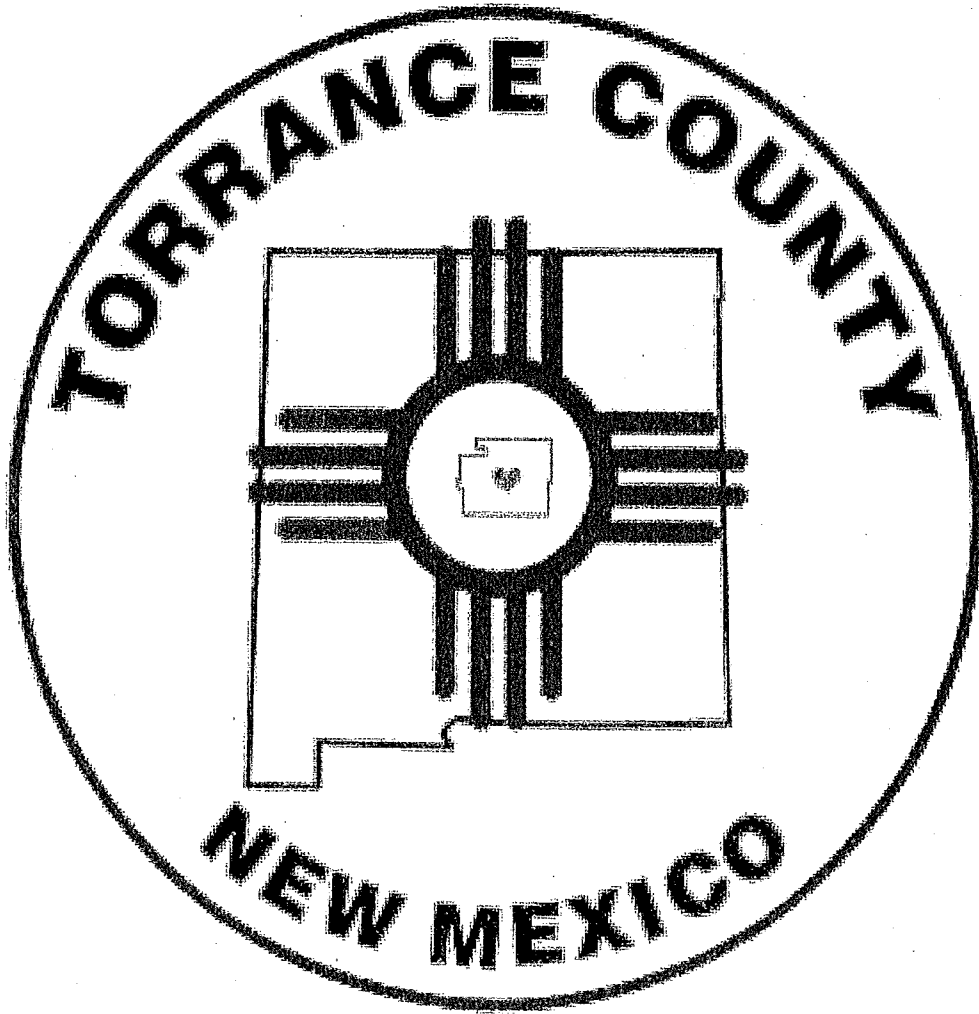
4,510.76

.00

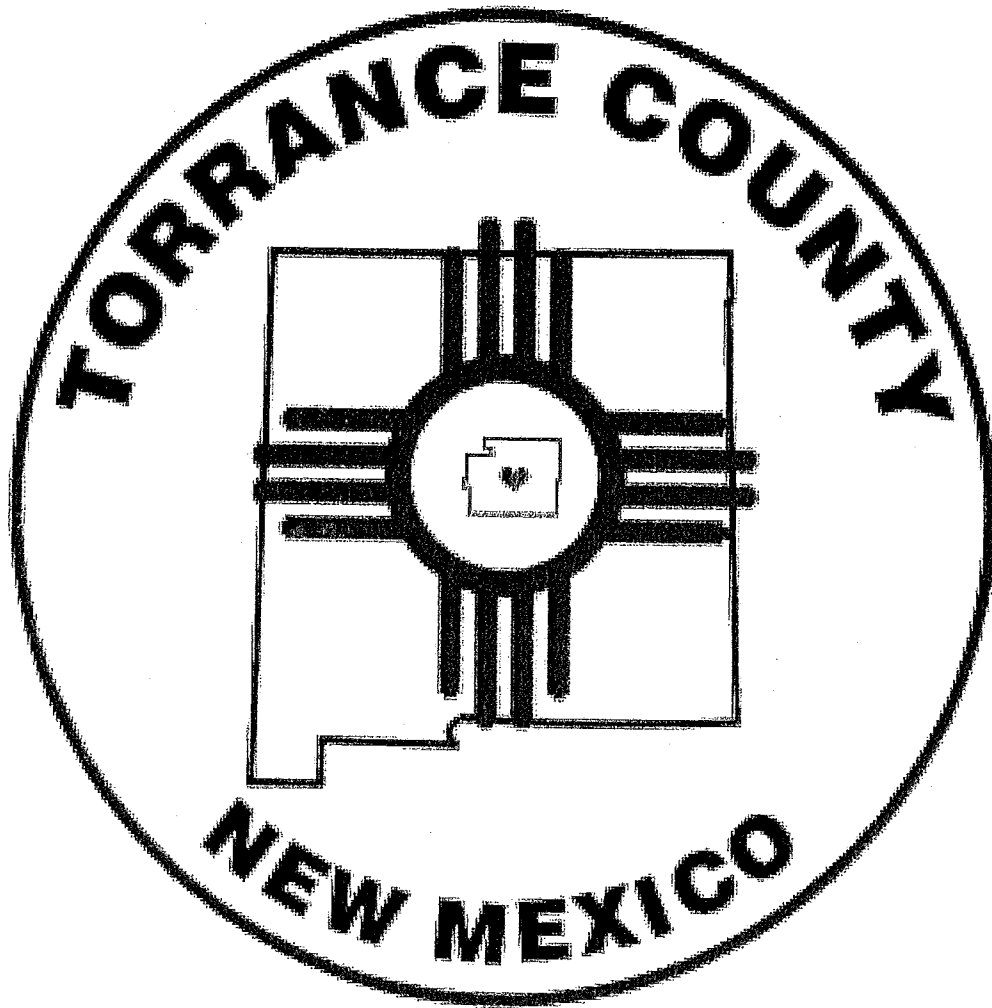
DEBITS

CREDITS

Account Number	Description	Debit	Credit
650-71-2271	CONTRACT - OTHER SERVICES	35.36	.00
650-71-2272	CONTRACT - PROFESSIONAL SERVICES	4,475.40	.00
**TOTAL	RURAL ADDRESSING	45.88	.00
**DEPT	RURAL ADDRESSING	45.88	.00
675-07-2207	TELECOMMUNICATIONS	45.88	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	491.13	.00
**DEPT	WIND PILT	441.63	.00
690-09-2203	CONTRACTS - EQUIPMENT MAINT	258.11	.00
690-09-2207	TELECOMMUNICATIONS	183.52	.00
**DEPT	DV CONTRACT FY21	49.50	.00
690-84-2207	TELECOMMUNICATIONS	49.50	.00
**TOTAL	NMDHLS FY20 HLS GRANT	25,568.00	.00
**DEPT	HOMELAND SECURITY FUNDING	25,568.00	.00
827-77-2617	CO - EQUIPMENT & MACHINERY	25,568.00	.00
**TOTAL	EMERGENCY-911 FUND	3,478.77	.00
**DEPT	911-DISPATCH CENTER	3,478.77	.00
911-80-2207	TELECOMMUNICATIONS	1,062.77	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	439.30	.00
911-80-2218	FURN/FLX/EQUIP	1,880.74	.00
911-80-2248	SUPPLIES - SAFETY	95.96	.00
BANK01	US BANK	222,740.17	.00
** BANK TOTALS **		222,740.17	.00



*Agenda Item*  
*No. 10*



*Agenda Item*  
*No. 11-A*

**Torrance County**

**Resolution Number 2021- \_\_\_\_\_**

**A Resolution  
Designating the Location of Polling Places  
For the 2021 Local Election and  
for all Statewide Elections Conducted in 2022 and 2023  
and  
Appointing the Board of Registration Members for the County**

**WHEREAS**, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of 2021 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2022 and 2023; *and*

**WHEREAS**, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2019), titled Polling Places; *and*

**WHEREAS**, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2019) and will be available to voters of any precinct in the county to cast a vote at any Election Day Voting Convenience Center; *and*

**WHEREAS**, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; *and*

**WHEREAS**, this Resolution is subject to amendment should there be precinct boundary adjustments once the final results of the 2020 Decennial Census are received by New Mexico from the Census Bureau; *and*

**WHEREAS,** pursuant to NMSA 1978, Section 1-4-34 (2019), the Board of County Commissioners shall at its first meeting in June of 2019 appoint the Board of Registration for the County who, pursuant to NMSA 1978, Section 1-4-37 (2019), shall serve a term from July 1, 2021 through June 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2022 and 2023 as follows:

Precinct Numbers

Location & Address

**Voter Convenience Centers (VCC):**

*(All voters in the county may vote at these locations, regardless of where they live.)*

1 and 2	<b><u>ESTANCIA HIGH SCHOOL GYM: 709</u></b> Hopewell, Estancia, N. M. 87016
3, 4 and 16	<b><u>TORREON COMMUNITY CENTER: 18</u></b> Torreon Heights Rd., Torreon, N. M. 87061
5, 17, 20 and 21	<b><u>MORIARTY-EDGEWOOD SCHOOLS</u></b> <b><u>ADMIN. BLDG.: 2422 US Route 66,</u></b> Moriarty, N.M. 87035
6, 13, 18, 19 and 22	<b><u>MORIARTY CIVIC CENTER: 202</u></b> Broadway Ave., Moriarty, N.M. 87035
7, 14 and 15	<b><u>MCINTOSH FIRE STATION: 757 Salt</u></b> Mission Trail, McIntosh, N.M. 87032
8	<b><u>WILLARD COMMUNITY CENTER 520</u></b> N. Becker Ave., Willard, N.M. 87063
9 and 10	<b><u>DR. SAUL COMMUNITY CENTER: 111 N.</u></b> Roosevelt, Mountainair, N.M. 87036
11	<b><u>ENCINO COMMUNITY CENTER: 527</u></b> A North Main Street, Encino, N.M. 88321

12	<u>DURAN FIRE STATION: 19 Vidal St., Duran, N.M. 88319</u>
Absentee/Early Voting	<u>TORRANCE COUNTY ADMIN. OFFICES: 205 9<sup>th</sup> ST., Estancia, N. M. 87016</u>
Alternate Early Voting Site	<u>MORIARTY CIVIC CENTER: 202 S. Broadway Ave, Moriarty, N. M. 87035</u>

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of County Commissioners designates the County Board of Registration to serve as the County Canvassing Board for the county for any Statewide or Special Election conducted within the county in calendar years 2022 and 2023.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of County Commissioners hereby appoints the following five voters, who meet the qualifications of Subsection B of NMSA 1978, Section 1-4-34 (2019) to serve as the Board of Registration for the county from July 1, 2021 through June 30, 2023:

Carolann McNeil  
 Roberta Chavez  
 Senaida Chavez-Anaya  
 Shanon Torok (alternate)  
 Mary Theresa Otero (alternate)

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS:**

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

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

\_\_\_\_\_  
**LeRoy Candelaria, Member**

**ATTEST:**

\_\_\_\_\_  
**Yvonne Otero, County Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**John Butrik, County Attorney**

**SEAL**





*Agenda Item  
No. 11-B*

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
County Attorney, John Butrick

**BOARD OF COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Ryan Schwebach, Chairman

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

\_\_\_\_\_  
LeRoy Candelaria, Member

**ATTEST:**

\_\_\_\_\_  
Yvonne Otero, Torrance County Clerk

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

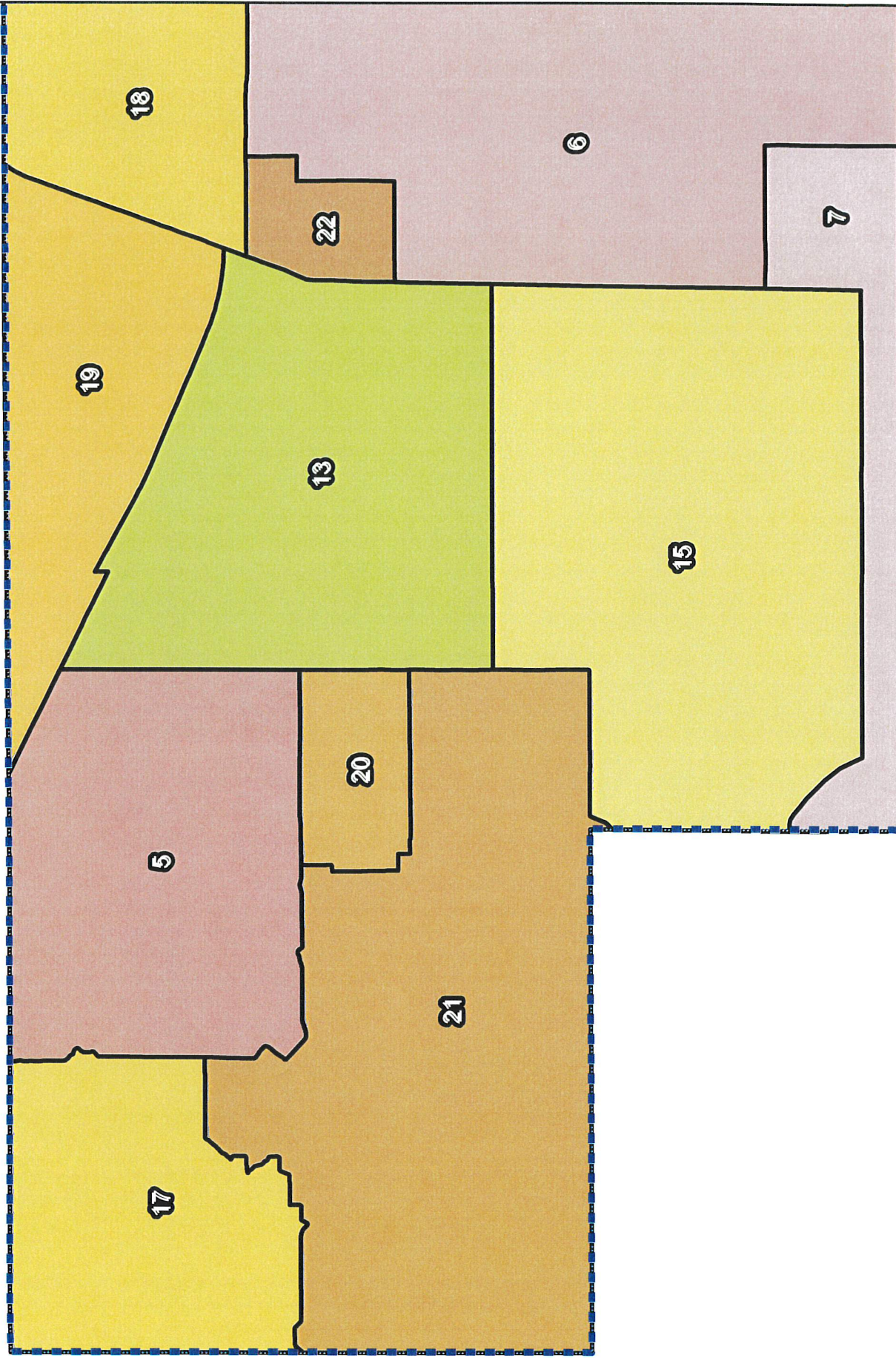
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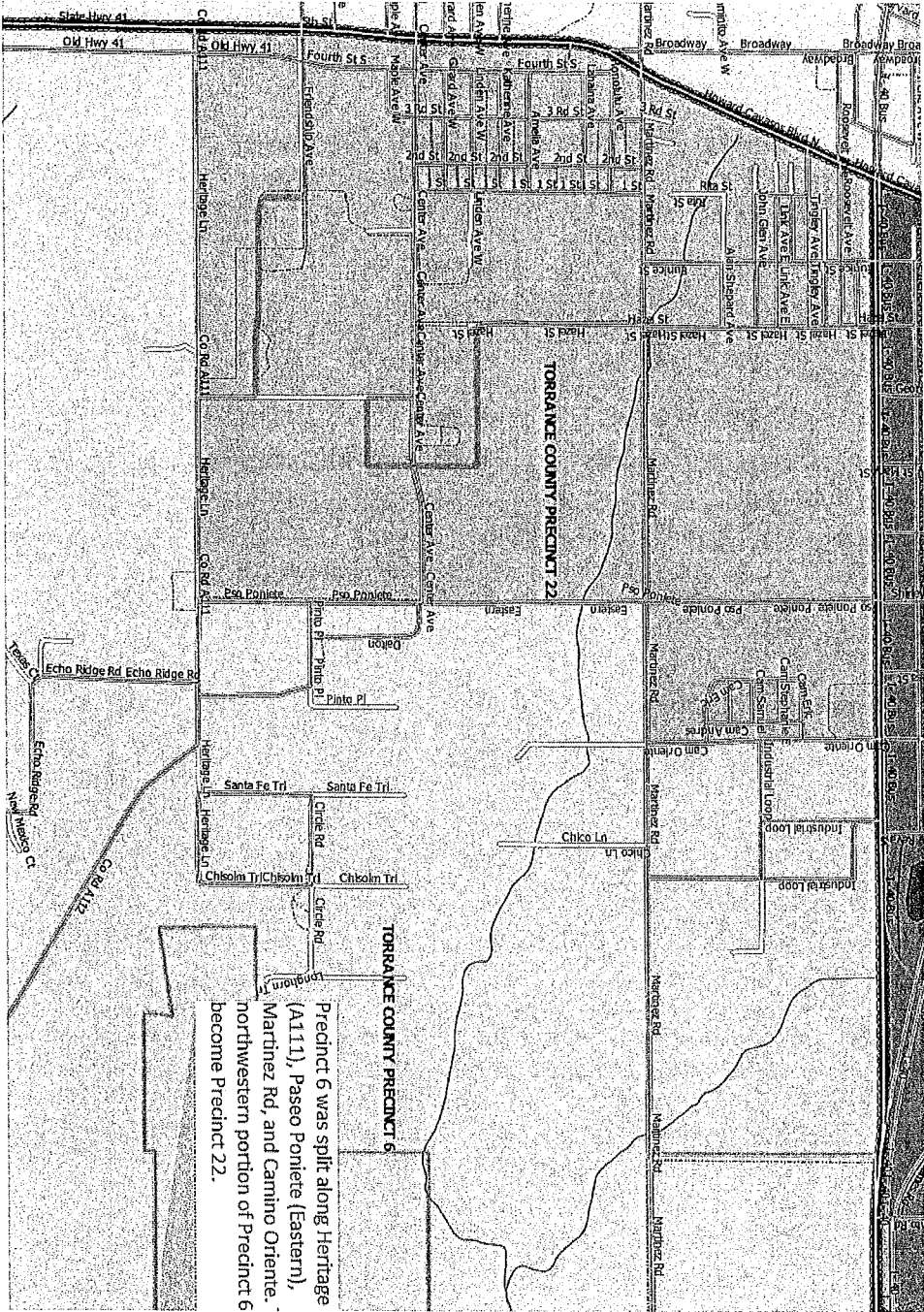
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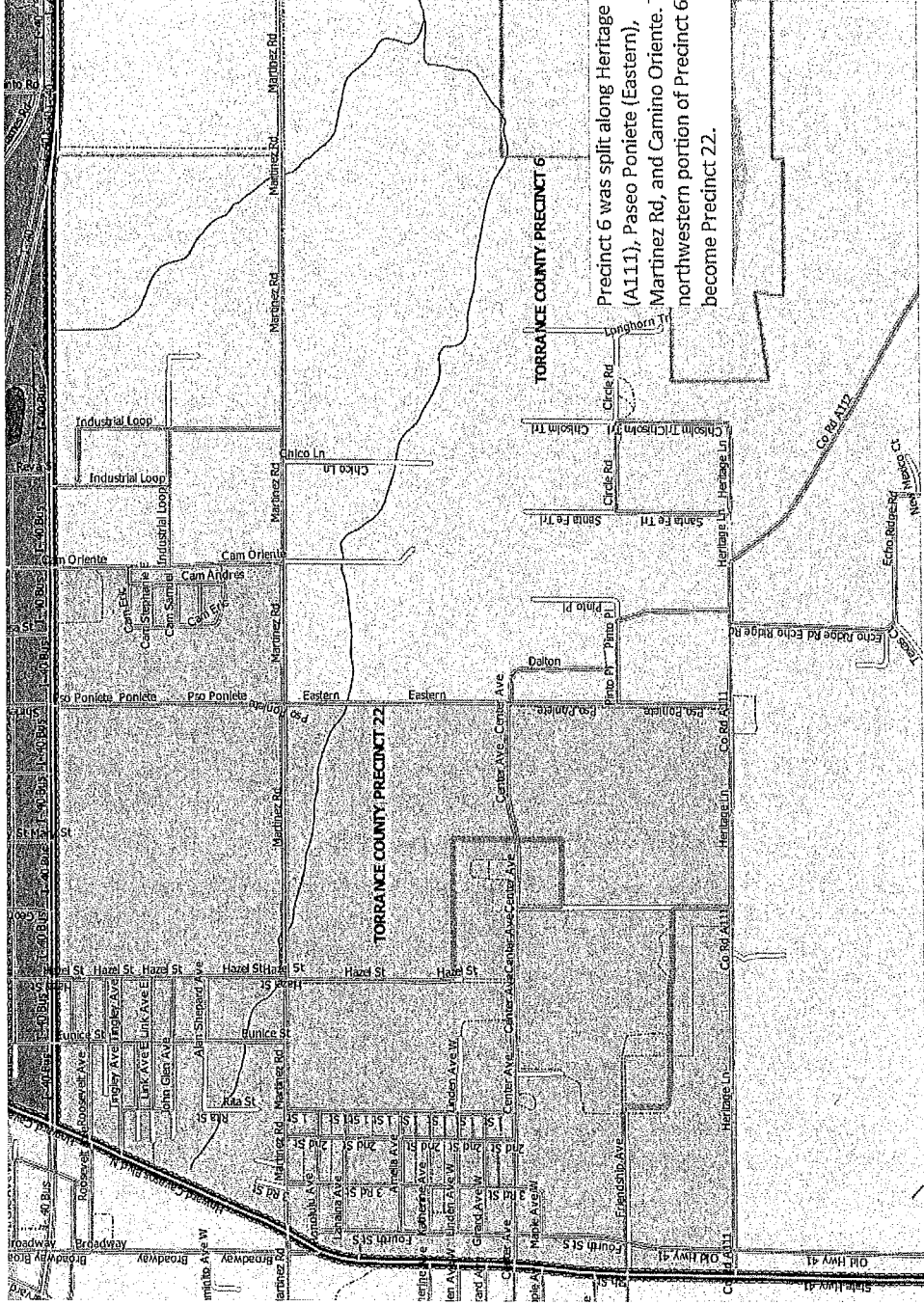
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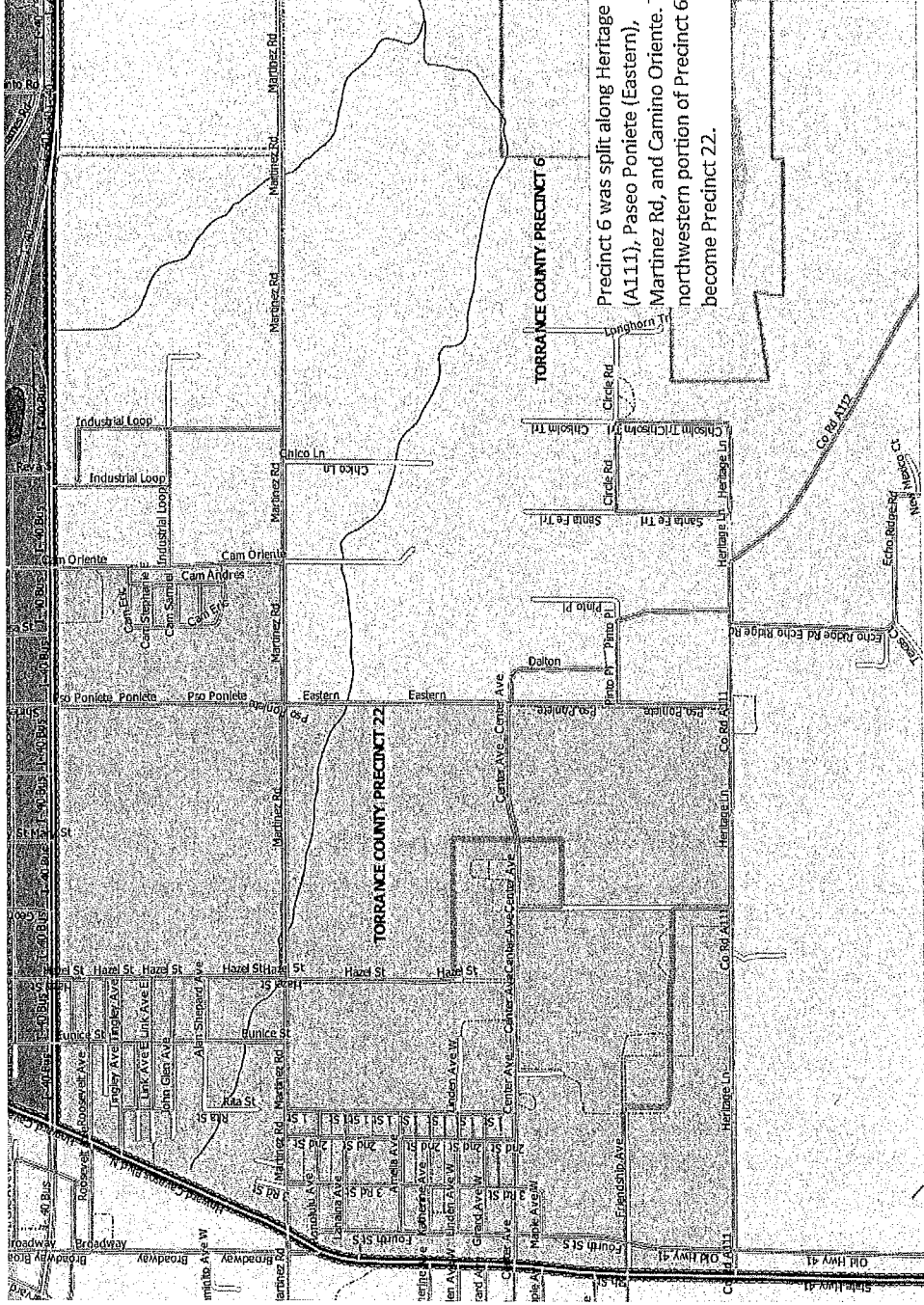
TORRANCE COUNTY PRECINCT 6  
 Precinct 6 was split along Heritage (A111), Paseo Poniente (Eastern), Martinez Rd, and Camino Oriente. northwestern portion of Precinct 6 become Precinct 22.

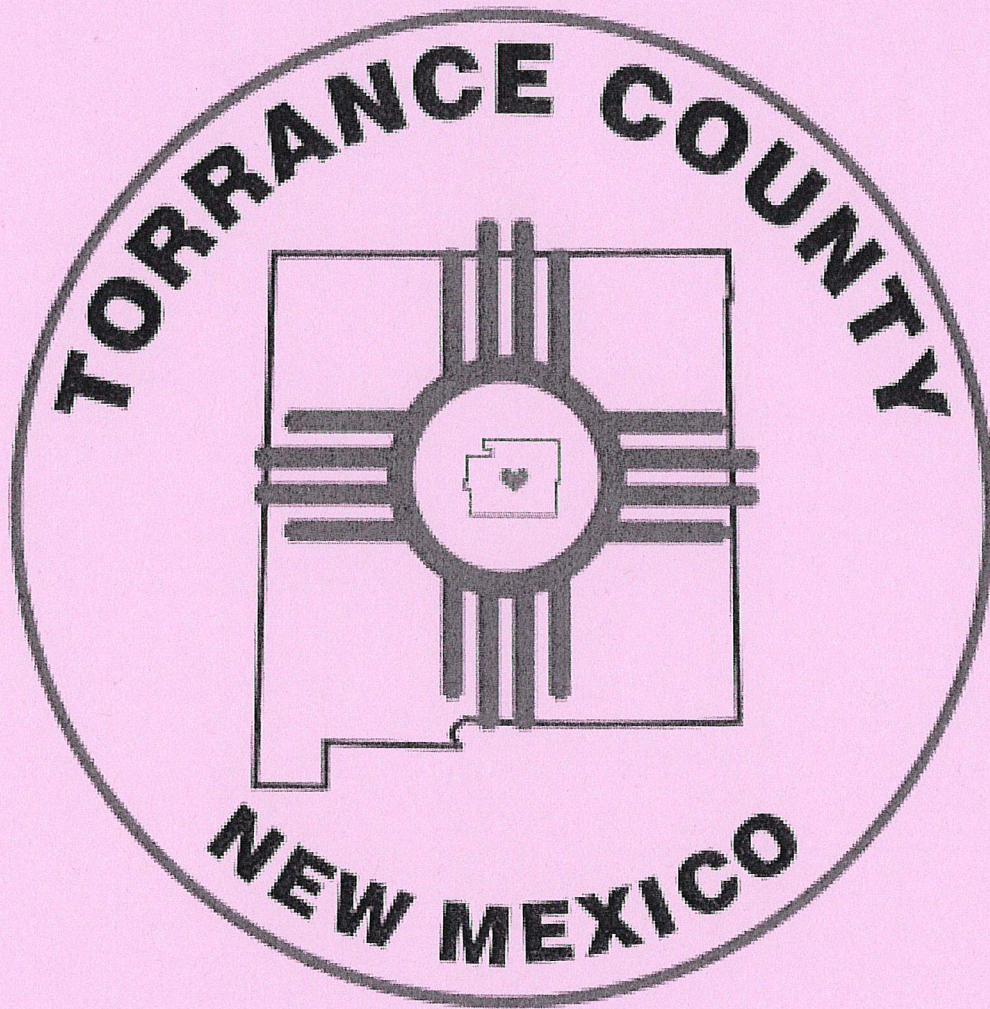


**TORRANCE COUNTY PRECINCT 6**

Precinct 6 was split along Heritage (A111), Paseo Poniente (Eastern), Martinez Rd, and Camino Oriente. The northwestern portion of Precinct 6 become Precinct 22.

**TORRANCE COUNTY, PRECINCT 22**





*Agenda Item  
No. 12-A*



**Torrance County Board of Commissioners**  
**Meeting 6/23/2021**  
**Item 12A**

Department: **Purchasing**  
Prepared By: **Noah J. Sedillo**  
Reviewed By: **Janice Y. Barela**

**Title: Motion to approve contract between Torrance County and Gilbert A. Ortiz as Teen Court Coordinator/Prevention Specialist.**

**Action:**

Motion to approve.

**Summary:** On April 23, 2021, Torrance County published a Request for Proposal to solicit for a Teen Court Coordinator / Prevention Specialist since the current contract will expire on June 30, 2021. In order to continue the service provided through the Torrance County Teen Court Program to allow youth offenders to be held accountable for their actions, while providing sanctions that will not create a criminal record, but allow youth offenders to experience an informal judicial process. The function of the Teen Court Coordinator is to facilitate and provide this informal remedy.

Responsibilities of the Prevention Specialist component include school-based substance abuse prevention activities and prevention education for the community at large.

The Finance and Purchasing office received one responsive proposal from Gilbert A. Ortiz. After a full committee review, the evaluation committee recommends the contract for award to Gilbert A. Ortiz as the Teen Court Coordinator / Prevention Specialist for FY 2022 – 2025.

**Significant Issues:** None

**Financial:** No impact on budget.

**Staff Recommendation:** Approval.



## TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

### TEEN COURT COORDINATOR/PREVENTION SPECIALIST

**RFP TC-FY21-02**

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the "**County**"), and **Gilbert A. Ortiz** (hereinafter referred to as "**Contractor**").

**WHEREAS**, the County is in need of professional services to conduct the coordination and administration of its Teen Court program and Prevention Specialist services related to drug and alcohol prevention in underage individuals; and

**WHEREAS**, Contractor is qualified to provide such services; and

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

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

#### **1. SCOPE OF SERVICES.**

Contractor shall perform all services as requested by the County, including, but not limited to, the following services (hereinafter the "**Services**") in a satisfactory and proper manner as determined by the County:

- a. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program;



- b. Network with other such programs in New Mexico and maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings;
- c. Recruit and train adults to serve as guest judges and youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardians to schedule initial interview; attend all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to cases; coordinate and supervise all trials, which may be conducted outside of traditional work hours (evenings and weekends);
- d. Become an active participant of the Estancia Valley Youth and Family Council (formerly known as the Tri-County Juvenile Justice Board), attending a minimum of six meetings per year.
- e. Become an active participant of the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Core Team, attending a minimum of six meetings per year.
- f. Network with and maintain open communication with potential referral agencies, including but not limited to Juvenile Parole and Probation, Estancia Valley Youth and Family Council, law enforcement agencies, courts, and school administrators, and seek input from agencies toward improvement of the program;
- g. Publicly promote the Torrance County Teen Court Program and disseminate a variety of prevention information, prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout the year, including the Annual Torrance County Suicide Awareness/Prevention 5k Walk/Run, the Torrance County Health Fair, and other community events as they become advertised.
- h. Provide targeted drug and alcohol prevention to youth who are referred to Teen Court for substance-related offenses. This prevention may be in the form of evidence-based curricula, general prevention education, or speakers;
- i. Submit required reports to the Torrance County DWI Program Coordinator by quarterly deadlines and provide oral reports to the Torrance County DWI Planning Council, and other agencies as requested;
- j. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness of such efforts as they pertain to teen

court youth. This will be conducted by the development and use of pre- and post-tests.

- k. Oversee and direct the administering of drug and alcohol tests of teen court clients who are sentenced to same for alcohol- and/or drug-related offenses. Positive drug test results will be reported to the Torrance County DWI Prevention Program Coordinator, referring agency and parent(s).
- l. Provide a minimum of three Alive@25 driver improvement classes.

## **2. TERM.**

Services of Contractor shall commence on July 1, 2021 and shall be undertaken and completed in such sequences as to assure their expeditious completion considering the purposes of this Agreement, provided; however, that the initial term hereof ends on June 30, 2022. The contract will automatically renew on an annual basis, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

## **3. COMPENSATION AND METHOD OF PAYMENT.**

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis the sum of \$22.00/hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing services provided and will be compensated at the rate of \$22.00/hour, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$43,000.00.

Such amount shall be payable monthly upon the submission and approval of an invoice for Teen Court Coordinator/Prevention Specialist Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines by the County. The County will send payment within 45 days to the County's receipt of the invoice to:

Contractor: Gilbert A. Ortiz  
Address: 45 Robert Drive  
City, State, Zip: Estancia, NM 87016

***THE FINAL INVOICE MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2022. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.***

**4. TERMINATION.**

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.
- f. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill

contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph © of this clause.

#### **5. AUDIT ACCESS TO RECORDS.**

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded work under this contract in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audition standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

#### **6. RELEASE ON FINAL PAYMENT.**

The Contractor, upon final payment of the amounts due and under this Agreement, releases the County, its officers and employees from all liabilities, claims, and obligation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

#### **7. CONFIDENTIALITY.**

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

**8. PRODUCT OF SERVICE.**

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

**9. CONFLICT OF INTEREST.**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

**10. AMENDMENT.**

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

**11. MERGER.**

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

**12. WAIVER.**

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**13. APPROPRIATIONS.**

This Agreement's terms, including the initial and any extended terms, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

**14. EQUAL OPPORTUNITY COMPLIANCE.**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**15. NOTICE.**

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

**16. INDEMNITY.**

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

**17. INDEPENDENT CONTRACTOR.**

The Contractor, in the performance of this contract, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this contract.

**18. COVENANT AGAINST CONTINGENCY FEES.**

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**19. THIRD PARTIES.**

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

**20. LIABILITY AND INSURANCE.**

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

**21. GOVERNING LAWS.**

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

**22. NON-ASSIGNABILITY.**

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

**23. SEVERABILITY.**

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

**24. ENTIRE AGREEMENT.**

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

**25. WAIVER OF BREACH.**

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

**26. COOPERATION AND DISPUTE RESOLUTION.**

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

**27. BINDING EFFECT.**

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

**28. NOTICES.**

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail to the following:

Torrance County  
Attn: Janice Y. Barela  
P. O. Box 48  
Estancia, NM 87016

and

Contractor: Gilbert A. Ortiz  
Address: 45 Robert Drive  
City, State, Zip: Estancia, NM 87016

**29. APPROVAL REQUIRED.**

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2020.



By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

Printed Name: Gilbert A. Ortiz

Address: 45 Robert Drive, Estancia, NM 87016

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Purchasing Agent

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street, Estancia, NM 87016

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this 23<sup>rd</sup> day of June, 2021.

---

Ryan Schwebach  
Chairman, District II

---

Kevin McCall  
Commissioner, District I

---

LeRoy Candelaria  
Commissioner, District III

Approved as to form only:

---

John M. Butrick  
County Attorney

Attest:

---

Yvonne Otero  
Torrance County Clerk

**Attachment 1 – Statement of Work**

**Torrance County**

**Teen Court Coordinator/Prevention Specialist**

The County desires to enter into a contractual relationship with a Teen Court Coordinator/Prevention Specialist to provide services including but not limited to the following:

1. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program; and
2. Network with other Teen Court/Peer Court programs in New Mexico; and
3. Maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings. Overnight travel may be required; and
4. Recruit and train adult volunteers to serve as guest judges, as well as youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardian to schedule initial interview; attend and coordinate all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to serve as jurors on cases; coordinate and supervise all hearings, which may be conducted outside of traditional work hours; and
5. Actively participate in the Estancia Valley Youth and Family Council, formerly known as the Tri-County Juvenile Justice Board; and
6. Provide “Alive at 25” classes for those teens whose sentences require driver improvement classes; and
7. Research and utilize sanction options, to include community service, Boys Council and Girls Circle, and other programs implemented by the Estancia Valley Youth and Family Council where appropriate; and
8. Network with local non-profit organizations and government agencies to coordinate community service opportunities for teen court defendants; and
9. When appropriate, supervise defendants in community service projects; and
10. Conduct random drug tests when such tests are included in sanctions for teen court defendants; and
11. Actively participate in the Torrance County DWI Planning Council; and

12. Actively participate in the Partnership for a Healthy Torrance Community, the County's health council; and
13. Network with potential referral agencies, including, but not limited to: Juvenile Parole and Probation, Estancia Valley Youth and Family Council; courts, law enforcement, and school administrators. Contractor will maintain open communication with all agencies and will seek input toward improvement of the program; and
14. Publicly promote the program by distributing teen court brochures, visiting with potential referral agencies, attending group meetings, participating in community events, and maintaining a social media presence; and
15. Attend trainings on substance abuse prevention; and
16. Provide substance abuse prevention education to teen court participants; and
17. Provide substance abuse prevention education in the community; and
18. Participate in alternative activities in the community; and
19. Where appropriate, conduct pre- and post-testing for evidence-based curriculum delivery; and
20. Obtain credentials of Certified Prevention Intern within two years of the execution of contract; and
21. Work with the Torrance County DWI Prevention Program Coordinator and program evaluator to establish and update a prevention plan; and
22. Maintain database information, including personal, demographic, and tracking information of all teen court defendants; and
23. Maintain a log of all court documentation, including dockets detailing court dates and hearings; and
24. Submit written quarterly reports for the Torrance County DWI Prevention Program Coordinator; and
25. Provide oral reports at the quarterly meetings of the Torrance County DWI Planning Council.



**TORRANCE COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**Teen Court Coordinator/  
Prevention Specialist**



**RFP TC-FY21-02**

**TORRANCE COUNTY PURCHASING  
205 S Ninth Street  
P.O. Box 48  
Estancia, NM 87016**

**April 23, 2021**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Torrance, State of New Mexico, on behalf of the Torrance County Board of County Commissioners, seeks sealed proposals from qualified parties to serve as the Teen Court Coordinator/Prevention Specialist, hereinafter referred to as “Coordinator/Preventionist” for Torrance County’s DWI Prevention Program.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of services provided by the Coordinator/Preventionist who will work to coordinate and support the DWI Prevention Program. The Coordinator/Preventionist ensures compliance with contractual requirements with the County of Torrance, herein after referred to as “County.” The Coordinator/Preventionist will complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Coordinator/Preventionist will work with the DWI Coordinator to provide substance abuse prevention in the community and will be responsible for all aspects of the Teen Court Program. The full Scope of Work is included as part of the Professional Services Contract (see Appendix B).

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement consists of providing services as the Coordinator/Preventionist to support the County to provide services to at-risk youth and increase community awareness of the dangers of underage drinking, substance misuse/abuse, and DWI. The duration of the contract resulting from this RFP shall be from the date of award through June 30, 2022. The contract will automatically renew on an annual basis, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award.

### **D. PROCUREMENT OFFICER**

The County has designated a Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Offerors may contact ONLY the Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County.

**Noah J. Sedillo**  
Torrance County Purchasing

<p><u>Delivery Address (Including proposal delivery):</u> 205 S Ninth Street // Estancia, NM 87016</p>	<p><u>Mailing Address:</u> P.O. Box 48 // Estancia, NM 87016</p>
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Phone: (505) 544-4730  
Fax: (505) 384-5294  
E-mail: njsedillo@tcnm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Noah J. Sedillo's Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Torrance, State of New Mexico.

"Determination" means the written documentation of a decision of the Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities. "Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Officer" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Torrance that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Torrance Purchasing Office or the Torrance County Purchasing Officer.

"Purchasing Agent" or "PA" means the Purchasing Office for the County of Torrance.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal that they agree with and agree to the stated requirement(s). Possible

examples of acceptable responses include “The [NAME HERE Company] agrees to comply with this requirement.” and “The [NAME HERE Company] concurs with this requirement.”

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

### 1. Resident Business Preference

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

### Resident Veterans Preference

Effective July 1, 2012, but not after June 30, 2022, certain preferences are available to New Mexico veteran-owned businesses. Please see Section V.D.4 for more information and especially note Appendix F.

## **G. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

### **- New Mexico Procurement Code**

<https://laws.nmonesource.com/w/nmos/Chapter-13-NMSA-1978#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojIzYANkIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4A1AKIAZIwDUAggDIRR2qTAAjaKWxxq1IA>

### **- Torrance County Procurement Policy**

<http://www.torrancecountynm.org/uploads/Downloads/Finance%20Department/2019-38%20Purchasing%20Policy.pdf>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere to the following schedule:

ACTION	DATE
1. Issue RFP	Friday, 4/23/2021
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Thursday, 5/6/2021 5:00 pm MDT
3. Deadline to Submit Additional Questions	Tuesday, 5/11/2021 5:00 pm MDT
4. Response to Written Questions/ RFP Amendments	Thursday, 5/13/2021 5:00 pm MDT
<b>5. Submission of Proposal</b>	<b>Thursday, 5/27/2021 2:00 pm MDT</b>
6. Proposal Evaluation	Tuesday, 6/1/2021
7. Interview of Finalist(s)	Tuesday, 6/8/2021
8. Contract Award*	Wednesday, 6/23/2021
9. Protest Deadline	Thursday, 7/8/2021

\*Contract award is subject to approval of the Board of County Commissioners or Designee.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue RFP

This RFP is being issued by the Torrance County Purchasing Officer on behalf of the County of Torrance and the Torrance County Board of County Commissioners.

#### 2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgement of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list.

The form should be signed by an authorized representative of the organization, dated and returned by 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Officer (See Section I, Paragraph D.)

4. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Torrance County Purchasing Office web site ([Torrancecountynm.org](http://Torrancecountynm.org), via the "Contact Us" tab under the "RFB & RFP" tab). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

5. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Teen Court Coordinator/Prevention Specialist," should reference "RFP TC-FY21-02" and should indicate the deadline for receipt (due date and time). Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

#### 6. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Officer may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. The Evaluation Committee may select and the Procurement Officer may notify finalist Offerors. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

#### 7. Interview of Finalists

Finalists will be invited to participate in a panel interview with the RFP Evaluation Committee for the purpose of vetting responsive Offerors. This process will take place during the time period indicated in Section II.A (Sequence of Events), above.

#### 8. Contract Award

After review of the Evaluation Committee Report, interview, and the tentative contract, the Purchasing Officer anticipates the Board of County Commissioners will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Officer or the Board of County Commissioners.

Any contract awarded shall be awarded to the Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

#### 9. Protest Deadline

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including



appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Officer. The protest must be delivered to the Purchasing Officer.

Torrance County Purchasing  
Attn. Noah J. Sedillo  
205 S Ninth Street  
PO Box 48  
Estancia, New Mexico 87016

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (131-28 NMSA 1978) and Torrance County Procurement Policy (Resolution 2019-38).

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

#### **2. Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

#### **3. Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

#### **4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Torrance County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Officer and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Officer.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the County the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Professional Services Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

#### 19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

#### 20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Torrance County.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Torrance.

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

#### B. NUMBER OF COPIES

Offerors shall deliver four (4) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for four (4) identical copies would be fulfilled by submitting the original and three [3] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

#### C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

##### 1. Proposal Organization

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid In-State Resident or Veteran Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Table of Contents
- d. Cost Response Form (See Appendix C)
- e. Campaign Contribution Disclosure Form (See Appendix F)
- f. Resume
- g. Proposal Summary (Optional)
- h. Response to Specifications

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. In-State Resident or Veteran Preference

A valid In-State Resident or Veteran Preference Certificate issued by the New Mexico Taxation and Revenue Department **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident or veteran business. See Section I.F, above, for more information.

#### 2. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.9, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.C.1 through IV.C.3, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

### B. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the party.

#### 2. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the products or services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

#### 3. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix F, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Torrance are



BCC Chairmen Ryan Schwebach; Commissioners Kevin McCall and LeRoy Candelaria; Assessor Jesse Lucero; Clerk Yvonne Otero; Probate Judge Josie Chavez; Sheriff Martin Rivera; and Treasurer Tracy Sedillo.)

4. Conflict of Interest Affidavit (0 Points)

Offerors must include signed and completed Conflict of Interest Affidavit Form (see Appendix E) with RFP documents. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Code Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

5. Tax Obligations (0 Points)

Bidders/Proposers are required to certify that they are not delinquent in the payment of their tax obligations and that they will not become delinquent in the payment of their tax obligations during the term of any contract that may be awarded pursuant to this solicitation. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor. Bids/Proposals that fail to comply with the certification requirements will be considered non-responsive and excluded from further consideration. A statement so certifying is required.

6. Accessibility (100 Points)

If awarded the contract, Contractor must be available to respond to County queries Monday – Thursday from 8 am to 5 pm, but not limited to. Contractor must be able to travel to and throughout Tarrant County and New Mexico to meet with County personnel, complete public outreach, network with peers with the New Mexico Teen Court Association (NMTCA), conduct and attend meetings and trainings, within and outside normal business hours to deliver a high-level of accessibility to stakeholders. Contractor must commit to presentations during regularly scheduled BCC meetings if required. Offeror must explain, in narrative format, how they will meet this requirement with a focus on their accessibility.

7. Cost Response Form (25 Points)

Offeror must complete and submit the Cost Response Form, at Appendix C, providing proposed contract cost for accomplishing the scope of work. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

8. Resume (100 Points)

Offeror must submit current resume including, but not limited to, employment history, experience, skills, and education.

9. Professional Writing Sample (100 Points)

Offeror must provide a minimum of one (1) professional writing sample, i.e. reports, proposals, articles, brochures, fact sheets, presentations, letters, etc.

**C. DESIRABLE REQUIREMENTS**

1. Specific Experience

a. Experience with Project Management (75 Points)

Offerors should be proficient with, and experienced with managing projects and staff to guarantee all requirements and deliverables are met timely. Offerors should be effective administrators. Offerors should describe, in narrative form, how they meet this requirement describing similar experience. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

b. Experience with Public Presentation (75 Points)

Offerors should be proficient with, and experienced in preparing and conducting presentations in informal and formal settings. This will include conducting public meetings, organizing workshops, and presenting to public bodies. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

c. Experience with Documentation (75 Points)

Offerors should be proficient with, and experienced in compiling and writing reports to summarize data, accomplishments, progress, problems, and plans for improvement. Offerors should be proficient with, and experienced in preparing financial reports including invoices and work logs. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

d. Experience with Youth Education and/or Services (75 Points)

Offerors should be proficient with, and experienced working with youth in individual and group settings. Experience with At-Risk Youth is ideal. At-risk youth is defined as juveniles who have demonstrated specific behaviors that if repeated will make the juvenile eligible for a referral to juvenile probation and parole. Knowledge of underage substance abuse issues, juvenile justice, and delinquency prevention is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

e. Experience with Community Outreach (75 Points)

Offerors should be proficient with, and experienced in dealing with public outreach including meeting with stakeholders and community members to promote programs and garner support and participation for the programs. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

f. Experience with Government Processes and Procurement (75 Points)

Offerors should be familiar with, and experienced in dealing with local government. Knowledge of grant writing and funding sources for government programs is ideal. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation that the Offeror feels best describes their experience and success in this area.

2. References (100 Points)

Offeror should provide names and current contact information for at least three (3) employers, clients, or local public bodies for which Offeror has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed, the duration of the service, and implementation and success of the service.

3. Panel Interview (125 Points)

Selected finalists will be invited to participate in a panel interview to obtain further information about an Offeror's qualifications and to evaluate an Offeror's ability to respond to questions in a formal setting.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Capability and Agreement to Perform	0*
IV.B.3	Campaign Contribution Disclosure Form	0*
IV.B.4	Conflict of Interest Form	0*
IV.B.5	Tax Obligations	0*
IV.B.6	Accessibility	100
IV.B.7	Cost Response Form	25
IV.B.8	Resume	100
IV.B.9	Professional Writing Samples	100
IV.C.1.a	Experience with Project Management	75
IV.C.1.b	Experience with Public Presentation	75
IV.C.1.c	Experience with Documentation	75
IV.C.1.d	Experience with Youth Education and/or Service	75
IV.C.1.e	Experience with Community Outreach	75
IV.C.1.f	Experience with Government Processes	75
IV.C.2	References	100
IV.C.3	Panel Interview	125
TOTAL		1,000

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in IV.B.1 through IV.C.3, below, as indicated.

**B. EVALUATION FACTORS: MANDATORY REQUIREMENTS**

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

4. Conflict of Interest Affidavit (0 Points)

Pass/Fail only.

5. Tax Obligations (0 Points)

Pass/Fail only.

6. Accessibility (100 Points)

Points will be awarded based on the Offeror's ability to demonstrate ease of reaching the Offeror when needed, ability to attend required meetings and training, availability to County personnel.

7. Cost Response Form (25 Points)

Points will be awarded based on the total cost proposed on the Cost Response Form.

$$\text{Offeror's Points} = \frac{\text{Lowest Annual Proposed Cost}}{\text{This Offeror's Annual Proposed Cost}} \times 25$$

A schedule of fees can also be submitted as a supplement to the Cost Response Form; however, it does not replace or fulfill the Cost Response Form requirement.

8. Resume (100 Points)

Points will be awarded based relevance of employment, experience, skills, and education to the Scope of Work.

9. Professional Writing Sample (100 Points)

Points will be awarded based on the quality of writing sample provided.

**C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

1. Specific Experience

a. Experience with Project Management (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

b. Experience with Public Presentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

c. Experience with Documentation (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

d. Experience with Youth Education and/or Service (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular

attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

e. Experience with Community Outreach (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

f. Experience with Government Processes (75 Points)

Points will be awarded based on the depth and breadth of the experience of the Offeror in this specific area. The Evaluation Committee will pay particular attention to the similarity between described experience and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

2. References (100 Points)

Points will be awarded based on the similarity of the Offeror's dealings indicated to the requirements of the Scope of Work as well as the reference's satisfaction in their dealings with the Offeror and the provided products or services. The Evaluation Committee may call any or all of the references. Reference responses to this section will also be compared to reference responses from other Offerors.

3. Panel Interview (125 Points)

Points will be awarded based on the depth and breadth of the answers provided to questions, as well as presentation and ability to communicate orally. The Evaluation Committee will pay particular attention to the similarity between response to questions and the work required to be performed specified in the Statement of Work (Appendix B, Attachment 1) as well as the complexity and difficulty of work described in the Offeror's response. Offeror responses will also be compared to submittals from other Offerors.

## **D. EVALUATION PROCESS**

### **1. Initial Review**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

### **2. Clarifications**

The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.6.

### **3. Other Information Sources**

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### **4. Resident Business/Contractor Preference**

13-1-21 NMSA 1978 provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate with their proposal, as required by 13-1-22 NMSA 1978.

### **5. Scoring and Contract Award Recommendation**

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors will be invited to participate in a panel interview with the RFP Evaluation Committee. The responsible Offeror whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Officer, and any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.



**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Request for Proposals

**PROFESSIONAL SERVICES FOR TORRANCE COUNTY**

**RFP TC-FY21-02**

**Teen Court Coordinator/Prevention Specialist**

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Officer no later than May 6, 2021.**

*The firm listed below does intend to respond to this Request for Proposals.*

OFFEROR: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Noah J. Sedillo**  
Torrance County Purchasing  
205 S Ninth Street  
PO Box 48  
Estancia, NM 87016  
Phone: (505) 544-4730  
Fax: (505) 384-5294  
E-mail: [njsedillo@tcnm.us](mailto:njsedillo@tcnm.us)

**APPENDIX B**

**PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY**

**RFP TC-FY21-02**

**Teen Court Coordinator/Prevention Specialist**



*Agenda Item*  
*No. 12-B*



## TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

### DWI PREVENTION PROGRAM EVALUATOR

FY2022-DWI-02

THIS AGREEMENT is made and entered into, by and between **Torrance County**, New Mexico (hereinafter referred to as the "**County**"), and **John Steiner** (hereinafter referred to as "**Contractor**").

**WHEREAS**, the County of Torrance desires to retain the services of a Driving While Impaired (DWI) Program Evaluator and Contractor is a qualified candidate for this contracted position,

**NOW, THEREFORE**, it is mutually agreed by and between the parties that:

#### **SCOPE OF SERVICES.**

Contractor shall perform all Services as requested by the County through the Torrance County DWI Prevention Program, including, but not limited to, the following Services (hereinafter the "Services") in a satisfactory and proper manner as determined by the County:

- a. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program.
- b. Work with the Torrance County DWI Prevention Program Coordinator to continue development of an updated prevention plan to address gaps and needs in the Torrance County Community.
- c. Identify, for evaluation purposes, the Torrance County DWI Prevention Program catchment area, including the schools of the Moriarty-Edgewood School District, complete with demographics and numbers affected and develop and implement methods of data collection from unique cultural groups.

- d. Develop a comprehensive evaluation for the Torrance County DWI Prevention Program that measures effectiveness of program strategies and their results. The outcome evaluation should measure each intervening variable as they pertain to the prevention strategies. These indicators will be specific to the Torrance County DWI Prevention Program and an annual report will be submitted to the Torrance County DWI Prevention Program on or before September 30, 2022.
- e. Develop a Power Point presentation of the Needs Assessment Highlights and Gaps in data to present to the community, planning council members, and stakeholders.
- f. Work with the Torrance County DWI Prevention Program Coordinator in the implementation of the strategic plan that will address intervening variables (individual level, direct service (evidence based and general prevention) curricula, social access, law enforcement of Alcohol Tobacco and Other Drug (ATOD) laws, and low perceived risk of arrest/legal consequence) supportive of State prioritized consequences and related consumption behaviors.
- g. Review effectiveness of activities implemented through a quality improvement process and conduct fidelity checks a minimum of four times per year per evidence-based program and debrief staff and provide feedback to improve program delivery.
- h. Work closely with the Torrance County DWI Prevention Program Coordinator and prevention staff (where applicable) on an on-going basis, along with onsite visits, technical assistance and evaluation training.
- i. Provide staff support and facilitation for various meetings with health and social service provider agencies and assist the Torrance County DWI Prevention Program Coordinator in developing an updated evaluation plan and logic model that reflects the goals set forth in the strategic plan.
- j. Attend at least two meetings of the Torrance County DWI Planning Council, reporting recommendations and seek input.
- k. Comply with requests made by the State of New Mexico, Local Government Divisions, Local DWI Program Staff.

## **2. TERM.**

Services of Contractor shall commence on July 1, 2021 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that the initial term hereof ends on June 30, 2022.

### 3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis for **evaluator** the sum of \$850/month, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, and applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing Services provided and will be compensated at the rate of \$850/month, including New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$10,200.

Such amount shall be payable monthly upon the submission and approval of a statement for Evaluation Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payments within 30 days of the County's receipt of the statement to:

John Steiner  
533 Arizona St., SE  
Albuquerque, NM 87108

***ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2022. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.***

### 4. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that the non-terminating party is given no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed Services for other Services, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for Services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected Services (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the Services under this Agreement.
- f. If after termination for failure of the Contractor to fulfill Agreement obligations, it is determined that the Contractor had not failed to fulfill Agreement obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph "c" of this clause.

#### **5. AUDIT ACCESS TO RECORDS.**

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded Services under this Agreement in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audit standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

**6. RELEASE ON FINAL PAYMENT.**

The Contractor, upon final payment of the amounts due and under Paragraph 3 (Compensation and Method of Payment) of this Agreement, releases the County, its officers and employees from any and all said compensation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

**7. CONFIDENTIALITY.**

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

**8. PRODUCT OF SERVICE.**

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

**9. CONFLICT OF INTEREST.**

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of Services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

**10. AMENDMENT.**

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

**11. MERGER.**

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



**12. WAIVER.**

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

**13. APPROPRIATIONS.**

This Agreement's terms, including Fiscal Year 2021 and any potential subsequent terms beyond Fiscal Year 2021, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

**14. EQUAL OPPORTUNITY COMPLIANCE.**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**15. NOTICE.**

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

**16. INDEMNITY.**

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the Services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

**17. INDEPENDENT CONTRACTOR.**

The Contractor, in the performance of this Agreement, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this Agreement.

**18. COVENANT AGAINST CONTINGENCY FEES.**

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**19. THIRD PARTIES.**

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

**20. LIABILITY AND INSURANCE.**

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of Services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

**21. GOVERNING LAWS.**

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

**22. NON-ASSIGNABILITY.**

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

**23. SEVERABILITY.**

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

**24. ENTIRE AGREEMENT.**

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

**25. WAIVER OF BREACH.**

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

**26. COOPERATION AND DISPUTE RESOLUTION.**

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

**27. BINDING EFFECT.**

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors.

**28. NOTICES.**

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail, return receipt requested, to the following:

Torrance County  
c/o County Manager  
P. O. Box 48  
Estancia, NM 87016  
and

John Steiner  
533 Arizona St., SE  
Albuquerque, NM 87108

**29. APPROVAL REQUIRED.**

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2020.

**TORRANCE COUNTY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janice Barela, County Manager

Attest: \_\_\_\_\_  
County Clerk

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Steiner



*Agenda Item*  
*No. 12-C*

Documents #: OP-000598741  
SO-000659150

Solution Name: ConvergeOne E911 Managed Services: FY July 1 2021- June 30 2022 Contract 196676

Customer: Torrance County 911 Central Dispatch Center

## Solution Summary

### ConvergeOne E911 Managed Services: FY July 1 2021-June 30 2022 Contract 196676

<b>Customer:</b> Torrance County 911 Central Dispatch Center	<b>Primary Contact:</b> Stephen Weinkauf
<b>Ship To Address:</b> 753 Salt Missions Trl PO Box 449 McIntosh, NM 87032-0449	<b>Email:</b> Stephen.Weinkauf@state.nm.us
<b>Bill To Address:</b> 407 Galisteo St Rm 202 Bataan Memorial Bldg Attn: Stephen Weinkauf Santa Fe, NM 87501	<b>Phone:</b> 505-827-8060
<b>Customer ID:</b> VTWTORCOU0001	<b>National Account Manager:</b> Brian Kelley
<b>Customer PO:</b>	<b>Email:</b> bkelley@convergeone.com
	<b>Phone:</b> 720 279-5812

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Managed Services	\$5,857.92	\$5,857.92	Monthly	\$58,579.20	\$70,295.04
Manufacturer Maintenance	\$24,939.22		Prepaid		\$24,939.22
<b>Project Subtotal</b>	<b>\$30,797.14</b>			<b>\$58,579.20</b>	<b>\$95,234.26</b>
Estimated Tax	\$461.32	\$461.32			<b>\$5,535.84</b>
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$31,258.46</b>				<b>\$100,770.10</b>

This Order shall be subject to the following terms and conditions the master agreement entered into by Customer with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), subject to the provisions of Attachment A. In the event of a conflict between the terms and conditions in the Legacy Master Agreement and this Order, the order of precedence shall be as follows: (i) this Order and Attachment A (together with any other applicable supporting document(s)), and (ii) the main body of the Legacy Master Agreement.

This Solution Summary summarizes the document(s) that are attached hereto, and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.



## Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
<b>Renewal Coverage 07/01/21 - 06/30/22</b>						
1	04000-68005-RNWL	V-SVR BASIC RNWL SPT 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		2	\$111.76	\$223.52
2	809800-35120	R4 ACT VIEW SW SPT 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		1	\$778.82	\$778.82
3	SS-OPR-VSSL-1Y	SPT VPRIME 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		6	\$1,223.53	\$7,341.18
4	809800-35110	R4 IRR SW SPT 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		6	\$221.18	\$1,327.08
5	04000-00176	SW SPT ANALOG GATEWAY 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		4	\$70.59	\$282.36
6	SA-MSG-ALSL-1Y	SPT AURORA STD 1YR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		6	\$144.71	\$868.26
7	809800-41005	CUSTOM EXTENDED SUPPORT - 3RD YEAR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		113	\$117.65	\$13,294.45
8	809800-41005	CUSTOM EXTENDED SUPPORT - 3RD YEAR  Comment: Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00-00000-19-00027AB		7	\$117.65	\$823.55
<b>Renewal Coverage 07/01/21 - 06/30/22 Subtotal:</b>						<b>\$24,939.22</b>
<b>Total:</b>						<b>\$24,939.22</b>



Documents #: OP-000598741  
SO-000659150

Solution Name: ConvergeOne E911 Managed  
Services: FY July 1 2021-  
June 30 2022 Contract  
196676

Customer: Torrance County 911 Central  
Dispatch Center

**\*\* NOTE\*\***

- 24x7 Monitoring of the E911 system
- 24x7 Unlimited Call-In Support
- 24x7 Unlimited Onsite Support
- 24x7 Customer Portal Access for Trouble Tickets
- Monthly Reporting on the E911 systems
- Monthly Preventative Maintenance visits

## Summary Maintenance Services Order Form

<p><b>Customer:</b> Torrance County 911 Central Dispatch Center</p> <p><b>Bill To Address:</b> 407 Galisteo St Rm 202 Bataan Memorial Bldg Attn: Stephen Weinkauf Santa Fe, NM 87501</p> <p><b>Customer ID:</b> VTWTORCOU0001</p> <p><b>Contact:</b> Stephen Weinkauf</p> <p><b>Contact Phone:</b> 505-827-8060</p> <p><b>National Account Manager:</b> Brian Kelley</p> <p><b>Email:</b> bkelley@convergeone.com</p>	<p><b>Quote #:</b> SO-000659150</p> <p><b>Quote Date:</b> 5/25/2021</p> <p><b>Quote Valid Until:</b> 7/24/2021</p> <p><b>Master Maintenance Agreement #:</b></p> <p><b>Region:</b> Mountain States</p> <p><b>Customer PO:</b></p>
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Supported Sites Address, City, State, Zip	Sold To	Total Annual Price
753 Salt Missions Trl, PO Box 449, McIntosh, NM, 87032-0449		\$70,295.04

The term of this contract is for 12 months.	Total Annual Payment	\$70,295.04
Contract Term Date: <b>7/1/2021-6/30/2022</b>	Total Value for this MSO	\$70,295.04
	Total Annual Payment	<b>\$70,295.04</b>

For the purchase of Maintenance Services, C1 will determine the start date for the Maintenance Services upon C1's acceptance of the applicable Order.

The pricing on this Order is based on the port and item counts provided to C1. If the actual quantities of ports that are maintained at the inception of this Order vary by more than five percent (5%) from the port count that had been provided to C1, and/or there is a discovery of additional items, C1 reserves the right to adjust the pricing for this Order to reflect the actual quantities being maintained.

In some cases, the Maintenance Services ordered hereunder (and the associated billing) may commence during the applicable Product warranty period. C1, at its discretion, may perform a true-up on a quarterly basis to reconcile future billing on any items that have been added (activated) or removed (deactivated) during the previous period.

Documents #: OP-000598741  
SO-000659150

Solution Name: ConvergeOne E911 Managed  
Services: FY July 1 2021-  
June 30 2022 Contract  
196676

Customer: Torrance County 911 Central  
Dispatch Center

## Supported Site Details Appendix

<b>Customer</b>	Torrance County 911 Central Dispatch Center	<b>Quote #</b>	SO-000659150
<b>Customer ID</b>	VTWTORCOU0001	<b>Quote Date</b>	5/25/2021

This Supported Site Details Appendix provides an itemized list of the Products and Price for each Supported Site included in the Summary Maintenance Services Order Form. Each Supported Site detail below is considered a separate Order Form under the Agreement.

Site Detail					
Address, City, State, Zip		Sold To	Address Code		Total Annual Price
753 Salt Missions Trl, PO Box 449, McIntosh, NM, 87032-0449			SHIP2		\$70,295.04
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	VTWHCH-MON-911	C1 E911 Monitoring Services Comment: INFORMATION TECHNOLOGY AGREEMENT Statewide Price Agreement No. 00- 00000-19-00027AB <b>Contract Term Date: 7/1/2021-6/30/2022</b>		\$70,295.04	\$70,295.04
Total Annual Price					\$70,295.04
Total Value for Site					\$70,295.04
Total Annual Price					<b>\$70,295.04</b>



*Agenda Item*  
*No. 12-D*

# Torrance County



## Equal Employment Opportunity Plan

Effective through June 30, 2023

## INTRODUCTION

Torrance County (County) is a recipient of federal grant funds from the Department of Justice under the Omnibus Crime Control and Safe Streets Act (Act) of 1968, as amended. Funds are made available, in part, to improve and strengthen local law enforcement to effectively control crime. Torrance County, as a recipient of Justice Department funding, is obligated to prepare a comprehensive, biennial Equal Employment Opportunity Plan (Plan) pursuant to 28 C.F.R. § 42.301 *et seq.* The purpose of the Plan is to ensure full and equal opportunity for men and women in the workplace regardless of sex, race or national origin.

The Plan identifies areas within the workforce of Torrance County where women and minorities are under-represented when compared to the labor market countywide. Statements summarizing existing employment policies and practices are included. The Plan includes new goals and objectives for the future with suggestions for achieving greater diversity in the workforce by offering changes or enhancements to recruitment and retention efforts to encourage employment of women and minorities within Torrance County.

Torrance County is committed to continued recruitment and retention efforts that reflect the diversity of the population of Torrance County. The County's commitment includes improving the workforce and strengthening local law enforcement efforts through equal employment opportunity regardless of sex, race or national origin.

## **OVERVIEW**

Torrance County is a political subdivision of the state of New Mexico and was formally recognized by the New Mexico state legislature in 1903. As a political subdivision, Torrance County derives its authority from the New Mexico Constitution and laws adopted by the legislature of the State of New Mexico. The laws provide the framework for county government, describe the powers conferred on the county and its various elected officials, and specify the functions of the county government and each elected official. The general governing authority of Torrance County is delegated to a board of county commissioners created to ensure the safety, health, and prosperity of its citizens.

Torrance County Board of County Commissioners adopted the Torrance County Personnel Ordinance, establishing a system to regulate all employee relations. The purpose of the system is to ensure that all decisions affecting the employment relationship are based on an individual's skills, abilities, experience, and performance to ensure fair treatment and equal opportunity in all aspects of the employment relationship. The Personnel Ordinance of Torrance County, expressly prohibits discrimination based upon any legally protected status.

The human resources director has been delegated the authority to establish, implement, and administer the Personnel Ordinance under the supervision of the County Manager. The ordinance and corresponding human resource policies and procedures apply to all classified and unclassified employees.

## **EEO POLICY STATEMENTS**

### **Torrance County's Equal Opportunity Policy Statement**

Torrance County makes every effort and takes every opportunity to articulate its equal employment opportunity policy statements to applicants, employees, and the general public through various publications available in print and electronically.

The equal opportunity policy statement included in the Personnel Ordinance adopted by Torrance County Board of County Commissioners is as follows:

#### **Equal Employment Opportunity Policy:**

Individuals will not be discriminated against on the basis of race, age, religion, sexual orientation, color, national origin, ancestry, gender, gender identity, physical or mental disability or medical condition, or any other legally protected status, in consideration for employment, duration of employment, compensation, terms, conditions, or privileges of employment by Torrance County.

#### **Americans with Disabilities Act Compliance:**

Torrance County has committed itself to comply with the Americans with Disabilities Act which protects qualified individuals with disabilities from discrimination in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.

#### **Discrimination and Harassment Including Sexual Harassment:**

Torrance County strictly prohibits any form of unlawful discrimination based on race, color, religion, gender, gender identity, sexual orientation, national origin, age, disability, political affiliation or lack thereof, or any other status. Improper interference with the ability of the County's employees to perform their expected job duties will not be tolerated. The County endeavors to maintain an environment that is free from all forms of discrimination, including harassment.

##### **A. Discriminatory practices include but are not limited to:**

1. Discrimination on the basis of race, religion, gender, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, and/or disability. Harassment is a form of discrimination.
2. Sexual harassment includes, but is not limited to: requests for sexual favors, unwelcome sexual advances and other non-verbal, verbal or physical conduct of a sexual nature that creates a hostile environment for persons of either gender, sex-oriented verbal kidding, teasing, jokes, comments, display of sexually

suggestive objects or pictures, physical contact such as hugging, patting, or brushing up against another's body.

**3.** A hostile environment is a result of severe or pervasive harassment that substantially interferes with an individual's work performance. The harassment must have been unwelcome and offensive to the victim and of a nature that would be offensive to the reasonable person.

**4.** The hostile-environment standard applies to harassment on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability.

**5.** Examples of harassing conduct include, but are not limited to:

**a.** Sexual harassment: Gender-based jokes or comments.

**b.** Race or national-origin harassment: Epithets, slurs, or negative stereotypical comments, jokes or cartoons

**c.** Age harassment: Remarks or jokes relating to a person's age.

**d.** Disability harassment: Disparaging remarks, slurs or jokes relating to a person's physical or mental disability.

**e.** Religious harassment: Coercion of employee participation in religious activities, verbal attacks or religious slurs.

**f.** Employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, religion, sexual orientation or ethnic group, or individuals with disabilities.

**g.** Denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, sexual orientation, national origin, or an individual with a disability.

**h.** Retaliation against an employee who takes one of the following actions: filing a complaint of discrimination, participating in a discrimination investigation, opposing discriminatory practices or exercising any other right under federal or state anti-discrimination laws. The County will not tolerate employment-based retaliation and any violation should be reported immediately.

**B.** Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during County business trips, business meetings, and business-related social events.



## **7.5 Discrimination and Harassment Procedures:**

The Human Resources Department shall be responsible for formally notifying all employees, Department Heads, Elected Officials and volunteers, of the discrimination and harassment policy. The Human Resources Department shall ensure that training on discrimination is periodically conducted, and that all employees and volunteers receive this training. Such training shall be offered to both elected and appointed officials.

- A.** The County Manager, the Deputy County Manager, the Human Resources Director, Department Heads, managers and supervisors are responsible for creating a productive work environment in which discrimination, offensive conduct and harassment are not tolerated. They are responsible for taking immediate and appropriate corrective action in response to any confirmed violation of this policy and for assuring that no reprisals are taken against those who complain or participate in an investigation or oppose discriminatory conduct.
- B.** An employee or volunteer who feels they have been subjected to any harassment or believes that they have been treated in an unlawful, discriminatory manner should report the incident promptly to the supervisor, Department Head, the Human Resources Department, the County Attorney, the County Manager, or the Deputy County Manager. Every effort shall be made to resolve the complaint at the lowest level practicable. The complaint will be kept confidential to the extent possible given the circumstances and parameters of investigation permitted by law.
- C.** All employees, including supervisors, managers or directors, who become aware of possible discrimination of any employee, either as a result of having received a complaint directly from the employee or from personal observations, shall promptly report the situation to a Department Head, the Human Resources Director, the County Attorney, the Deputy County Manager or County Manager within two (2) business days.
- D.** The individual who receives a complaint of discrimination shall request that the employee complete the County's Internal EEO Complaint Form or shall document the complaint if the employee refuses or is unable to complete the form. A copy of the completed Internal EEO Complaint Form shall be provided to the complaining employee and to the Human Resources Department within two (2) business days of the employee's complaint.
- E.** The County is committed to investigate each complaint and to take immediate corrective action. The County Manager is responsible for the enforcement of these policies. The Human Resources Department shall provide guidance and assistance during the investigative process.
- F.** At no time shall the alleged offender assist in conducting the investigation.

- G.** The County Manager shall be responsible for appointing appropriate individuals to thoroughly investigate, document and recommend appropriate corrective action. The County Manager shall assure that all complaints are resolved promptly and effectively.
- H.** The investigation shall begin as soon as possible, preferably within five (5) business days of the investigator's receipt of any discrimination complaint and shall be completed as promptly as possible given the scope and complexity of the particular complaint.
- I.** The investigator shall consider whether it is appropriate to recommend that the alleged offender be placed on administrative leave pending the outcome of the investigation.
- J.** The complainant and witnesses shall be reminded of the County's prohibition against retaliation.
- K.** The investigator shall ask the complainant and witnesses not only about the alleged discrimination but also about any efforts by the interviewee to complain about the alleged discrimination and the responses, if any, of those who received such complaint(s). If it is determined that any person with authority to receive such complaint(s) failed to ensure that such complaint(s) were documented and forwarded to the Human Resources Department, that individual shall be subject to appropriate disciplinary action.
- L.** The results of all investigations of discrimination shall be forwarded to and reviewed by the County Attorney and Human Resources Department within ten (10) business days of the conclusion of the investigation. The County Attorney and Human Resources Department shall report the results of its review and any recommendation to the County Manager.
- M.** If the County Manager determines that an employee has discriminated against or harassed another individual, prompt, appropriate disciplinary action will be taken, up to and including termination of employment.
- N.** A closure interview shall be conducted with the complainant within ten (10) business days of the issuance of the investigative report informing the complainant of the results of the investigation and, where appropriate, that action will be or has been taken. The department head(s) of the complainant and alleged offender will be informed of the results of the investigation.
- O.** No retaliation of any kind shall be taken against an employee who has asserted a complaint or who has reported or assisted in the investigation of a complaint of discrimination or harassment. If retaliation takes place this violation will lead to disciplinary action up to and including termination.

- P.** If after the investigation of any complaint, if it is determined that the complaint is not verifiable and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the complainant or any employee who gave false information, up to and including termination.
- Q.** Nothing in this policy precludes an employee from making a report to the State of New Mexico Department of Human Rights or the Federal Equal Employment Opportunity Commission at any time.

U.S. Equal Employment  
Opportunity Commission 505  
Marquette Ave., NW  
Albuquerque, NM 87102 (800)  
669-6820

New Mexico Human Rights  
Commission 1596 Pacheco Street,  
Suite 103 Santa Fe, NM 87505  
(505) 827-6838

## **Torrance County Online Application Equal Employment Opportunity Policy Statement**

Torrance County notifies all applicants of its commitment to equal employment opportunity. The information is located on the main page of the online employment application as follows:

Torrance County is committed to effective, efficient and responsible public policy, excellent public service, courteous public contact, sensitivity to cultural beliefs and preservation of their heritage, providing quality services as required by law or mandated by the public, enhancing the health, safety and general well-being of the citizens of Torrance County and conducting county operations in a legal, ethical and fair manner.

Torrance County is committed to providing equal opportunity employment to applicants and employees without regard to race, religion, creed, age, sex, height, weight, marital status, disability unrelated to an individual's ability to perform adequately, national origin, citizenship, ancestry, or any other characteristic protected by law.

We conform to all the laws, statutes, and regulations concerning equal employment opportunities and affirmative action. We strongly encourage women, minorities, individuals with disabilities and veterans to apply to all of our job openings. We are an equal opportunity employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, gender identity, or national origin, age, disability status, Genetic Information & Testing, Family & Medical Leave, protected veteran status, or any other characteristic protected by law.

We prohibit Retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

### **Torrance County's Employment Policies and Practices**

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient provide information about its existing employment policies and practices to ensure equal opportunity for women and minorities.

The Torrance County Human Resources Policies and Procedures manual is a comprehensive document that provides the framework within which to make human resource decisions consistently and equitably according to the established personnel ordinance without regard to race, religion, sex, national origin, or color. The ordinance describes and outlines the organization's expectations, policies, procedures, rules of conduct, and benefits.

The information below summarizes Torrance County's policy statements affecting the employment relationship.

## **Pre-Employment Process**

Torrance County has clarified its pre-employment processes in the personnel ordinance in Section V, Recruitment and Selection. The policy has been established to ensure fair and non-discriminatory hiring practices from recruitment through the selection and hiring process. Sections from the Torrance County Personnel Ordinance are as follows:

### **Recruitment Posting Procedure:**

Whenever filling a vacant position, the Department Head must submit a "Request to Hire" form to the Human Resource Director. Within two (2) business days of receipt of the request, the Human Resource Director shall seek approval of the County Manager and post the opening within County offices. At the same time that the position is posted within the County, the position shall be posted on the County's public website and shall also be advertised at least once in the local newspaper.

### **Permission for Transfer:**

No county employee or department head can deny another county employee who is not the subject of a disciplinary action, permission to apply for a job vacancy in any other county office or department for which the employee is qualified. Probationary employees are not eligible for transfer.

### **Applicant Responsibility:**

- A. Submission of Applications:** Applications for employment shall be accepted in the County Manager's Office during normal business hours. Applicants shall be considered for positions for which they have applied and are qualified. Applications must be submitted on the employment application form provided by the county with any other applicable documents attached.
- B. Proof of Qualification:** The applicant is responsible for furnishing proof of qualifications or possession of any license, certification, or degree when these requirements are necessary and set forth in the job description.
- C. Immigration Act Compliance:** The applicant is responsible for furnishing proof of identification and right to work in accordance with the Immigration Reform and Control Act of 1986. If the applicant cannot furnish the required documentation, then the applicant is ineligible for work.
- D. Certification:** The applicant is responsible for signing the employment application and certifying as to the truth of all statements made in the application.
- E. Referral to Department Head:** The Human Resource Director will deliver applications to the department heads when the required advertising time has expired.

- F. Testing:** The County may require an applicant to submit to testing for certain bona fide occupational qualifications.
- G. Reasonable Accommodations for Disabilities** Applicants under consideration for employment shall disclose any reasonable accommodations required to enable them to perform the duties of the job for which they are applying.

**Selection:**

Selection shall be made by a hiring board and will be based on the following: skills, educational background, experience, personal interview, references, and results of pre-employment examinations.

- A. Employment Reference Checks:** References provided by the applicant shall be checked by the Human Resource Director prior to hiring. Applicants will be asked to sign a written authorization on the employment application for the county to check references. Only those applicants who sign this written authorization will be considered for the position for which they have applied.
- B. Driver's License Checks:** All applicants are subject to a motor vehicle check to verify that they have a valid New Mexico driver's license. If the applicant has an out of state driver's license, they must obtain a New Mexico driver's license within ninety (90) days of employment with the County. If an applicant's driver's license is suspended, revoked or not valid for any reason, they shall not be considered for County employment.
- C. Criminal History Check:** All applicants selected for interview will be asked to sign a written authorization for the County to conduct a criminal history check. Any applicant who refuses to sign the written authorization shall not be considered for employment with the County. If the criminal history check reveals a felony or misdemeanor conviction as described in NMSA 1978, 28-2-1 or 10-1-3, et seq., the applicant is ineligible for hire with the County.
- D. Physical Examinations and Drug Testing:** Applicants to whom positions have been offered shall be required to undergo medical examinations, which may include urinalysis, blood testing, and radiographic examination. Drug testing will be done for all new hires. Employment medical examinations must be completed and reviewed before the employee can report to work. Offers of employment are contingent upon the physician's statement that the individual can perform the assigned duties and tasks of that position and is drug free. The Human Resource Director will arrange all physical and drug testing appointments. Employment medical examinations will be paid for by the County. The County Manager may approve a conditional hire of an applicant pending the results of the physical and drug test in exceptional circumstances.

- E. Law Enforcement Entrance Exam:** All applicants for a law enforcement position must successfully complete the law enforcement entrance exam to be considered for employment with the County. The law enforcement entrance exam consists of a physical agility test, written exam, and interviews by the hiring board.

**Ineligibility for Hire or Rehire:**

An applicant shall be considered ineligible for hire or rehire by Torrance County if the applicant:

- A. Made any false statement or omission on the employment application.
- B. Unable to furnish proof of identification and right to work as defined by section 5.3(C).
- C. Refused to sign authorization for reference checks.
- D. Not met the requirements of the position.
- E. Failed to complete pre-employment examinations or other requirements as directed by the County.
- F. Not met the criteria for insurance or bonding as required by County or State law.
- G. Been dismissed from County service as a result of a disciplinary measure.
- H. Not been certified by a physician that the applicant can perform the physical requirements of the position.
- I. Does not have a valid New Mexico driver's license as described in section 5.4(B)
- J. Failed to provide a written two week notice of resignation from a previous County position or did not otherwise leave previous County employment in good standing. The County Manager may waive the two (2) week notice requirement.
- K. Been convicted of a felony as described in NMSA 1978, 28-2-1, et seq. (1987 Repl. Pamp.) or convicted of a felony or infamous crime as defined in NMSA 1978, 10-1-3.
- L. The above list is not necessarily exclusive, and may not include all of the reasons that would make an applicant ineligible for hire or rehire.

**Ineligibility of Applicants for Dispatch or Sheriff's Department:**

No person under indictment, convicted of a felony or involved in a drug, alcohol or domestic violence related incident, shall be eligible for employment in a dispatch or law enforcement position.

**Appointed Employee:**

Appointed employees are appointed by and serve at the pleasure of their respective elected official(s), and include but are not limited to: the Chief Deputy appointed by the County Assessor, Clerk, and Treasurer; the Undersheriff and the Executive Secretary appointed by the Sheriff; the County Manager, Fire Chief, and the County Attorney appointed by the County Commission; the Deputy County Manager appointed by the County Manager with Commission concurrence. All appointed employees shall work a minimum of forty (40) hours per week and shall submit bi-weekly timesheets.

**Promotion:**

County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify. Probationary employees are not eligible for promotions until they have successfully completed their probation period.

**Demotion:**

An employee may be demoted to a vacant position for which the employee is qualified when the employee would otherwise be terminated because the employee's position is being abolished due to the lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee does not possess the necessary ability to render satisfactory performances in the position presently held; or when the employee voluntarily requests such a demotion. Demoted employees will receive a reduction in pay. Only a regular employee demoted due to an inability to render satisfactory performance in the position presently held is entitled to grievance proceedings.

**Transfer:** Employees may be moved from one position to another at the same rate of pay either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the County.

**Job Classification:**

Under Torrance County's classification plan, all employment positions are defined in a job description. Each job description includes the position's purpose, essential functions, performance requirements, and minimum qualifications. Job descriptions ensure job equity among positions throughout Torrance County and create a basis from which to regulate performance fairly and consistently.

**Performance Management and Discipline**

Torrance County encourages employees and supervisors to communicate regularly regarding work performance to address any issues consistently and in a timely and effective fashion. Encouraging a pro-active approach to performance management offers supervisors and employees the opportunity to resolve performance deficiencies informally at the lowest level possible through coaching, counseling, and improvement plans before initiating more formal disciplinary action. If informal department level efforts to correct performance deficiencies are unsuccessful, supervisors are granted the authority, with department head approval, to administer appropriate discipline using a positive, progressive-discipline process as a corrective measure. All formal disciplinary actions are reviewed by the human resources department prior to imposition.



**Reduction-In-Force:**

If it is necessary for the County to reduce the number of county employees because of lack of funds or lack of work, the department head shall make the determination of the necessity for layoffs. The reduction will occur in the following manner:

- A. Part-Time** Part-time, temporary, term and probationary employees will be laid off before regular full-time employees unless they are filling positions that require specific skills and knowledge.
- B. Regular Full-Time** Lay off of regular employees shall be determined by the department head, based on the employees' suitability for the jobs remaining, ability to perform available work, past job performance, and length of service with the County.
- C. Notification** Employees to be laid off shall be notified at any time during a pay period and shall be allowed to work through the end of that regular pay period or receive pay to the end of that period.
- D. Accrued Annual Leave** Accrued annual leave shall be paid no later than the fifth (5th) day after the employee's final day of employment.
- E. Permanent Layoff** An employee on permanent layoff must reapply to be considered for future employment.
- F. Layoff Return to Work** A laid-off employee returning to County employment within six months of lay off will not serve a probationary period (unless the employee did not previously complete his probationary period while previously employed by the County) or undergo a medical examination and drug testing if hired to the same position.

**Employment Separation**

Torrance County's policy and procedure for an employment separation action, whether voluntary or involuntary, provides for a fair and orderly exit process and identifies the rights and obligations of both the separating employee and Torrance County pursuant to applicable federal, state, and local laws and regulations.

Under Torrance County policy, a department head may recommend termination of an employee. The offense and rationale for the decision to terminate must be documented and reviewed and approved by human resources. An employee subject to termination must be provided written notice of the intent to terminate. An employee who has completed the requisite probationary period may appeal the action through the established grievance procedure.

## **Leave Practices**

Torrance County adheres to all applicable federal and state leave requirements and provides various leave and holiday benefits to eligible employees. All mandatory and discretionary leave options are detailed in Section XI of the Torrance County Personnel Ordinance. All applicable federal and state leave law requirements remain applicable under the agreements.

## **Compensation Plan**

Torrance County's compensation plan operates in conjunction with its classification plan to ensure equitable salaries among positions within the organization. The objectives of the compensation plan are to provide market-competitive wages in an equitable, fiscally-responsible manner to attract and retain highly-qualified employees. The human resources department works collaboratively with the department head of each area to attract and retain qualified and experienced applicants and staff.

## **SUMMARY**

Employment policies created by Torrance County follow the established guidelines of personnel ordinance established by the Torrance County Board of County Commissioners. Great care is taken to treat each employment relationship fairly and equitably without regard to race, religion, sex, national origin, or color. All policies, practices, and agreements are subject to modification to comport with federal and state laws and operational needs. Modifications are carefully reviewed to ensure continued equal opportunity for all employees.

## TORRANCE COUNTY WORKFORCE ANALYSIS

### Introduction

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient provide workforce data demonstrating the diversity of its workforce.

The workforce analysis is a comparison of the workforce of Torrance County as an employer to the workforce in Torrance County. The data is organized according to the U.S. Census Bureau's eight job categories then cross-classified by sex and race. The analysis shows the present representation of women and minorities in all job categories; and conversely, where women and minorities are under-represented. The results identify specific areas of focus for future recruitment and retention activities.

For reporting purposes, all job descriptions for the Torrance County positions have been categorized according to the eight major job categories defined by the U.S. Census Bureau as follows: (1) Officials and Administrators, (2) Professionals, (3) Technicians, (4) Protective Services: Sworn, (5) Protective Services: Non-Sworn, (6) Administrative Support, (7) Skilled Craft Workers, and (8) Service Maintenance. A brief explanation of the job categories follows.

**Officials and Administrators** set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis.

**Professionals** require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge.

**Technicians** require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.

**Protective Services: Sworn** are entrusted with public safety, security, and protection from destructive forces.

**Protective Services: Non-Sworn** perform or support a specific public safety function.

**Administrative Support (including Clerical)** is responsible for internal and external communication, recording and retrieving data and/or information, and other paperwork required in an office.

**Skilled Craft Workers** perform jobs which require special manual skill and a thorough and comprehensive knowledge of the process involved in the work

which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs.

**Service-Maintenance** duties result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery.<sup>67</sup>

## Data Sets

Workforce data voluntarily collected from the part-time and full-time employees of Torrance County was compiled and classified according to the U.S. Census Bureau's eight job categories then cross-classified by sex and race. Elected and appointed officials, as well as, seasonal workers were excluded from the data set.

Torrance County labor market data was used for the comparative study. The labor market was defined using the parameters identified by the Office of Justice Programs. Consideration was also given to the local recruitment efforts and current employee demographics of Torrance County. Labor market data was automatically retrieved from the U.S. Census Bureau using the Office of Justice Program's online system and was organized and reported in the same manner as the workforce data compiled for Torrance County.

## Workforce Analysis

Workforce data from Torrance County (TC) was compared to the Torrance County labor market to create a workforce analysis. The analysis produced two sets of results. The numerical result in each individual race category represents the sum of individuals within each study who identify with that particular race. The corresponding percent shows how the race is represented

Torrance County 2019, ACS American Community Survey of the U.S. Census Bureau	
Population	15,519
Race	
White	8488
Black or African American	121
American Indian and Alaska Native	47
Asian	23
Native Hawaiian, Pacific Islander	0
2+ races	131
Hispanic or Latino	6687
	15497
Veteran population	1,590

Workforce Analysis Comparison	Torrance County Data										Total F	Female 16+ total: 5848/in labor force: 2486											
	Male 16+ total: 6737/in labor force: 3428					NH/OPI						Asian					NH/OPI						
	Total M	White	H/L	B/AA	AI/AN	Asian	NH/OPI	2+ races	White	H/L		B/AA	AI/AN	Asian	NH/OPI	2+ races	White	H/L	B/AA	AI/AN	Asian	NH/OPI	2+ races
<b>Job Categories</b>																							
<b>Officials/Admin</b>																							
County Staff	9	4	6	0	0	0	0	0	0	0	0	0	6	1	5	0	0	0	0	0	0	0	
County Staff Percent	60.00%	26.60%	40.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	40.00%	6.60%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	644	480	150	0	0	0	10	0	0	0	0	10	340	225	115	0	0	0	0	0	0	0	
Torrance County Percent	65.40%	48.70%	15.20%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%	34.50%	22.80%	11.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
<b>Professionals</b>																							
County Staff	6	5	1	0	0	0	0	0	0	0	0	0	7	3	3	0	0	1	0	0	0	0	
County Staff Percent	46.15%	38.46%	7.69%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	53.85%	23.08%	23.08%	0.00%	7.69%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	427	330	75	0	4	10	4	0	4	10	0	4	594	430	115	0	10	0	0	0	4	20	
Torrance County Percent	42.10%	32.50%	7.40%	0%	0.40%	1%	0%	0.40%	0%	0%	0%	0%	28.50%	42.40%	11.30%	0%	1%	0%	0%	0%	0.40%	2%	
<b>Technicians</b>																							
County Staff	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
County Staff Percent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Torrance County Number	68	40	14	10	4	4	0	0	4	4	0	0	127	75	44	0	4	0	4	0	0	0	
Torrance County Percent	34.90%	20.50%	7.20%	5.10%	2.10%	0%	0%	2.10%	0%	0%	0%	0%	65.10%	38.50%	22.60%	0%	2.10%	0%	2.10%	0%	0%	0%	
<b>Protective Services Sworn</b>																							
County Staff	18	11	7	0	0	0	0	0	0	0	0	0	3	1	2	0	0	0	0	0	0	0	
County Staff Percent	85.71%	52.38%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	14.29%	4.76%	9.52%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	194	135	45	10	0	0	0	0	0	0	0	0	52	40	8	0	4	0	0	0	0	0	
Torrance County Percent	77.60%	54%	18%	4%	0%	0%	0%	0%	0%	0%	0%	0%	20.80%	16%	3.20%	0%	1.60%	0%	1.60%	0%	0%	0%	
<b>Protective Services Non-sworn</b>																							
County Staff	4	4	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	
County Staff Percent	80.00%	80.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	20.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	4	0	4	0	0	0	0	0	0	0	0	0	4	0	4	0	0	0	0	0	0	0	
Torrance County Percent	40%	0%	40%	0%	0%	0%	0%	0%	0%	0%	0%	0%	40%	0%	40%	0%	0%	0%	0%	0%	0%	0%	
<b>Administrative Support</b>																							
County Staff	12	9	1	1	0	0	0	0	0	0	0	0	20	10	10	0	0	0	0	0	0	0	
County Staff Percent	37.50%	28.13%	3.13%	3.13%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	62.50%	31.25%	31.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	433	295	115	0	4	0	0	0	4	0	0	15	1036	645	335	4	25	4	4	0	0	4	
Torrance County Percent	29.30%	19.90%	7.80%	0%	0.30%	0%	0%	0%	0%	0%	0%	1%	70%	43.60%	22.60%	0.30%	1.70%	0.30%	0%	0%	0%	0.30%	
<b>Skilled Craft</b>																							
County Staff	14	4	9	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
County Staff Percent	100.00%	28.57%	64.29%	0.00%	7.14%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	983	545	420	4	10	0	0	4	0	0	0	4	89	65	24	0	0	0	0	0	0	0	
Torrance County Percent	91.40%	50.70%	39.10%	0.40%	0.90%	0%	0%	0%	0%	0%	0%	0%	8.30%	6%	2.20%	0%	0%	0%	0%	0%	0%	0%	
<b>Service Maintenance</b>																							
County Staff	4	3	1	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	
County Staff Percent	66.67%	50.00%	16.67%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	33.33%	0.00%	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Torrance County Number	1266	765	475	4	4	4	0	4	4	4	0	25	908	560	315	4	4	10	4	10	0	15	
Torrance County Percent	58.20%	35.20%	21.80%	0.20%	0.20%	0.20%	0%	0.20%	0.20%	0.20%	0%	1.10%	41.70%	25.70%	14.50%	0.20%	0.20%	0.20%	0.20%	0.20%	0%	0.70%	

## **TORRANCE COUNTY RECRUITING UNDER-REPRESENTED GROUPS**

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its employment process to demonstrate the diversity within the employment process.

The chart shows a complete representation of the applications received from individuals who self-identified according to gender and race. The chart also depicts the number of individuals hired in each category according to gender and race. A discussion of the applications submitted by members of the under-represented groups follows.

For the relevant time period, Torrance County posted a total of 5 job announcements in the Protective Services: Sworn category. Torrance County accepted 49 applications in response to the job announcements. Eighteen applications (36.7%) were submitted by individuals who self-identified as Hispanic or Latino which ranked second for the number of applications accepted behind White Male Applicants (55.1%).

For the relevant time period, Torrance County posted a total of 3 job announcements in the Protective Services: Non-Sworn category. Torrance County accepted 10 applications in response to the job announcements. Three applicants (30%) were submitted by individuals who self-identified as Hispanic or Latino Male which ranked second for the number of applicants accepted behind White Male applicants (70%).

For the relevant time period, Torrance County posted a total of 18 job announcements in the Administrative Support category. Torrance County accepted 98 applications in response to the job announcements. Forty-one applicants (41.8%) were submitted by individuals who self-identified as Hispanic or Latino Female which ranked first for the number of applicants followed by White female applicants (29.6%).

Torrance County Applicant/Hire EEO Chart

Job Category	Male				Female				Total					
	White	H/L	Black/AA	Asian	NH/OPI	AI/Alaska	2+ Races	White		H/L	Black/AA	Asian	NH/OPI	AI/OPI
Officials/Admin	2/0	2/0	0	0	0	0	0	1/0	2/2	1/0	0	0	0	0
Professionals	0	0	0	0	0	0	0	0	1/1	0	1/0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Services: Sworn	27/0	18/1	1/0	0	0	0	0	0	3/1	0	0	0	0	0
Protective Services: Non Sworn	7/3	3/1	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support	16/2	5/0	0	1/1	0	3/0	0	29/4	41/10	0	2/0	0	0	1/0
Skilled Craft	2/2	5/3	0	0	0	0	0	0	0	0	0	0	0	0
Service Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0

White = White (Not Hispanic or Latino)  
H/L = Hispanic or Latino  
Black/AA = Black or African American (Not Hispanic or Latino)  
AI/AN = American Indian or Alaska Native  
Asian = Asian (Not Hispanic or Latino)  
NH/OPI = Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)  
2+ Races = 2+ Races

**TORRANCE COUNTY CORRECTIVE ACTIONS  
UNDER-REPRESENTED GROUPS**

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its organization to determine problematic areas.

The chart represents the number and type of corrective actions processed by Torrance County for the time period analyzed. The data indicates that there is no correlation between the seven areas of under representation that have been identified by the Office of Justice Programs and the number and type of corrective actions.

Torrance County Corrective Actions EEO Chart FY2021			
Job Category	Male		Female
	White	H/L	White
Protective Services: Sworn	2 - Written Reprimand 1- Termination	1 - Written Reprimand 1- Suspension	
Protective Services: Non Sworn	1 - Termination		
Administrative Support	1 - Written Reprimand	1- Written Reprimand	1 - Written Reprimand 1- Suspension



**TORRANCE COUNTY EMPLOYMENT SEPARATION  
UNDER-REPRESENTED GROUPS**

Torrance County has compiled the following information to satisfy the Department of Justice, Office of Justice Programs' reporting requirements that each grant recipient analyze components of its organization to determine problematic areas.

The chart on the next page represents the number of employment separations processed by Torrance County for the time period analyzed. Data for both voluntary and involuntary separations was compiled and is provided. The data is insufficient to draw any conclusions concerning the under-represented groups identified by the Office of Justice Programs.

Torrance County Voluntary/Involuntary Separations FY2021					
Job Category	Male			Female	
	White	H/L	Black/AA	White	H/L
Officials/Admin	1/2				
Professionals	1/0			1/0	2/0
Protective Services: Sworn	1/0				
Protective Services: Non Sworn		2/0	0/1		1/0
Administrative Support				3/2	1/1
Skilled Craft		2/0			

## **TORRANCE COUNTY EEO PLAN GOALS 2021 - 2023**

1. Torrance County's Human Resources and Departments must work collaboratively to ensure adherence to established policies and practices based on Torrance County's personnel ordinance to ensure continued equal employment opportunity.
2. Promote a work environment that is free from all forms of discrimination and harassment.
3. Continually review tests, testing procedures, and interview questions for Protective Services Sworn and Non-Sworn positions.
4. Provide opportunities for career development and advancement for all employees and acknowledge the equal employment opportunity occupational job categories where all employees, including minorities and women, continue to be underrepresented, and recommend recruitment, retention and career development solutions to address these areas.
5. All interview panelists will be briefed on Torrance County policies, procedures, and practices concerning the interview selection process.

**TORRANCE COUNTY  
FUTURE RECRUITMENT EFFORTS**

Continue current application process through the online application system, giving everyone the opportunity to apply for open positions within Torrance County.

Partner with state and local workforce agencies to have vacancy announcements sent to an agency point of contact to make job seekers aware of employment opportunities with Torrance County.

Continue to reach out to applicants that have unsubmitted applications.

Improve the quality of the job descriptions for each position within Torrance County.

Continue participating in career fairs, job fairs, and other outreach events within the region.

Continue to utilize social media outlets for recruitment.

## **TORRANCE COUNTY EEO PLAN DISSEMINATION PROCEDURES**

### Internal Dissemination

Upon adoption by the Torrance County Board of County Commissioners, the EEO Plan, which includes the Workforce Analysis data will be disseminated by:

- Distributing an electronic copy of the EEO Plan to Directors, Department Heads, and Elected Officials of Torrance County;
- Providing electronic notification to Torrance County employees of the published EEO Plan explaining the intent, purpose and goals, and options for inspecting the document;
- Posting notices of document availability in common, well-traveled areas.

### External Dissemination

Upon adoption by the Torrance County Board of County Commissioners, The EEO Plan, which includes the EEO Utilization Report data will be:

- Recorded by the County Clerk and available for inspection;
- Noted on Torrance County's website that the EEO Plan is available for inspection through the Human Resources Department or the County Clerk's Department;

## **TORRANCE COUNTY EEO PLAN POINTS OF CONTACT**

### County Manager

Janice Y. Barela  
205 S. Ninth St  
Estancia, NM 87016  
(505) 544-4700

### Director of Human Resources

Kristin Oliver  
205 S. Ninth St  
Estancia, NM 87016  
(505) 544-4706



*Agenda Item*  
*No. 12-E*

**MEMORANDUM OF AGREEMENT**

Between

**New Mexico Department of Health**

And

**Torrance County**

This Agreement entered into between New Mexico Department of Health (DOH) and Torrance County, the entity providing services (Entity).

## IT IS AGREED BETWEEN THE PARTIES

**1. PURPOSE**

The purpose of this agreement is to provide continued technical assistance and financial resources for the Cities Readiness Initiative (CRI) partners within the Albuquerque Metropolitan Statistical Area (MSA). The Albuquerque MSA includes the Counties of Bernalillo, Torrance, and Sandoval, as well as the cities of Albuquerque and Rio Rancho, and the Village of Los Lunas. The CRI is a Centers for Disease Control and Prevention (CDC) funded program, to prepare major U.S. cities and metropolitan areas for an effective response to a large scale public health emergency. This emergency preparedness includes readiness for the mass distribution of CDC Strategic National Stockpile (SNS) Medical Countermeasures (MCM) within the MSA.

**2. SCOPE OF WORK\*\***

The Entity shall perform the following work:

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
Collaborate with the Department of Health and Cities Readiness Initiative (CRI) strategic partners to ensure that the CRI operates as a single planning jurisdiction in preparation for any public health emergency that requires the distribution and dispensing of Medical Countermeasures (MCM) or materials.	The signature of the County, City, or Village representative on the Single Planning Jurisdiction letter of agreement.	On or before 9/1/2021
Jointly plan and organize an annual DOH/BHEM and CRI Jurisdictional Partners Training. Topics should include but not be limited to: <ul style="list-style-type: none"> <li>• Overall Planning Elements</li> <li>• Management of Operations</li> <li>• Local to State Request Procedures</li> <li>• Point of Dispensing (POD)</li> <li>• Tactical communication planning</li> <li>• Public Information and communication</li> <li>• Security operations</li> <li>• Inventory Management</li> <li>• Distribution Operations</li> </ul>	Signatures on the registration/sign-in rosters.	On or before 5/31/2022

<ul style="list-style-type: none"> <li>• Hospital and Alternate Care Facilities Coordination</li> <li>• At-risk and Functional Needs Planning</li> <li>• Volunteer Management</li> </ul>		
Conduct <i>quarterly</i> call-down, assembly, and/or activation drills that include organizational staff identified for medical countermeasure distribution and dispensing operations.	Provide printed/electronic documentation to DOH to include dates of quarterly call down drills, call down messages, call down rosters; and notification/acknowledgement for submission on the Data Collection & Recording System (DCARS).	On or before 5/31/2022
Perform quarterly tests of all redundant communication systems (other than those used in the quarterly call-downs or activations) and networks.	Provide documentation of quarterly communication tests with dates performed.	On or before 5/31/2022
Demonstrate MCM Operational Readiness-participate in an Orientation session/s for the (ORR) Operational Readiness Review. Led by the SNS Coordinator guidance	Provide a dates and times of ORR Orientation meeting/s conducted with the SNS Coordinator/provide sign in sheet for meeting/s	On or before 5/31/2022
Attend the annual DOH Partners in Preparedness Conference. (PIP)	Provide copy of registration/sign-in sheet. At least one person from partner organization is required to attend.	On or before 5/31/2022
Participate in monthly teleconferences to discuss infectious disease/all hazard/pandemic lessons learned/jurisdictional gaps in plans/resources/federal updates/ and provide general communication regarding the actions of the CRI single planning jurisdiction.	Partners will collaborate with SNS coordinator and MCM planner to develop monthly agendas. Partners will be in attendance of at least 9 of 12 regularly scheduled monthly meetings. SNS Coordinator will maintain monthly roll call at meetings.	On or before 5/31/2022
Provide a revised POD plan to include any vaccination/pandemic & Access Functional Needs (AFN) updates to the SNS coordinator & MCM planner.	Copy of plan with revisions to BHEM SNS Coordinator and MCM Planner	On or before 5/31/2022

**\*\* The deliverables may be modified during the contract period by mutual agreement to meet real World emerging threats or changing federal grant requirements.**

**3. ADMINISTERING AGENCY**

The administering agency is the New Mexico Department of Health (DOH)

**4. COMPENSATION**

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed (\$10,000.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the dollars **(\$10,000.00) BASED UPON DELIVERABLES**, such compensation not to exceed **(\$10,000.00)** (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted quarterly. The Entity shall submit to the DOH at the close of each quarter a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the quarter in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**BUDGET:**

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>BUDGET AMOUNT</b>	<b>FUNDING SOURCE</b>
1	Signature- Single Planning Jurisdiction letter of agreement	\$800.00	DOHBT2213
2	Jointly organized Annual DOH/BHEM and CRI Jurisdictional Partners Training-sign in sheet	\$1,500.00	DOHBT2213
3	Quarterly call-down, assembly, and/or activation drills-copy of results	\$1,000.00	DOHBT2213
4	Quarterly tests of all redundant communication systems-copy of results	\$1,000.00	DOHBT2213
5	Participate in an Orientation session/s for the (ORR) Operational Readiness Review w/SNS coordinator	\$1,000.00	DOHBT2213
6	Attend the annual DOH Partners in Preparedness Conference. (PIP)	\$1,500.00	DOHBT2213
7	Participate in at least 9 of 12 monthly teleconferences-roll call maintained	\$1,200.00	DOHBT2213
8	Provide a revised POD plan to include vaccination, AFN and pandemic updates	\$2,000.00	DOHBT2213
Total		<b>\$10,000.00</b>	



5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

**11. PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **6/30/2022** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

- A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
    - i. Catalog of Federal Domestic Assistance (CFDA): 93.069
    - ii. Program Title: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
    - iii. Agency/Office: Department of Health and Human Services - Centers for Disease Control and Prevention (CDC) Office of Financial Resources
    - iv. Grant Number: 6 NU90TP922050-03
  2. Entity's Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 095746517.
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
  2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

**New Mexico Department of Health**

**Torrance County**

By: \_\_\_\_\_  
Authorized Signature Designee

By: \_\_\_\_\_

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

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

**Certified for Legal Sufficiency:**

By: \_\_\_\_\_  
Department of Health  
Assistant General Counsel

By: \_\_\_\_\_

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

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



*Agenda Item  
No. 12-F*

EXTENSION OF AGREEMENT FOR SOLID WASTE COLLECTION SERVICES  
between the  
COUNTY OF TORRANCE  
and the  
ESTANCIA VALLEY SOLID WASTE AUTHORITY

This is a three (3) month Extension to the current Agreement for solid waste collection services between the County of Torrance and the Estancia Valley Solid Waste Authority which expires on June 30, 2021.

All terms and conditions of the current Agreement remain unchanged, other than the expiration date.

This extension will terminate on the date of a fully executed new Agreement for solid waste collection services or on September 30, 2021, whichever occurs first.

**TORRANCE COUNTY**

BY: \_\_\_\_\_

NAME: RYAN SCHWEBACH

TITLE: CHAIR, TORRANCE COUNTY BOARD OF COMMISSIONERS

DATE: \_\_\_\_\_

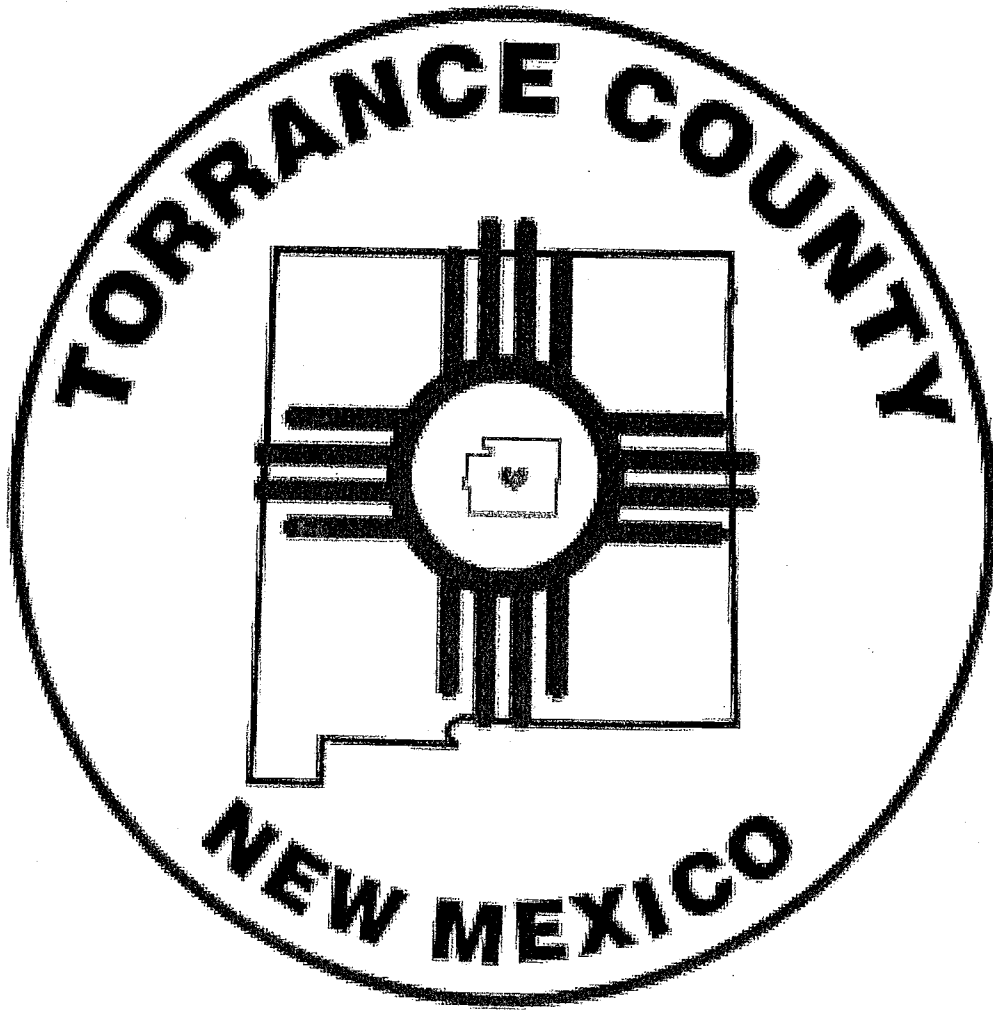
**EVSVA**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



*Agenda Item  
No. 13-A*



# Torrance County Board of Commissioners

Meeting 6/23/2021

Item 13A

Department: Manager's Office  
Prepared By: Philip Tenorio  
Reviewed by: Janice Barèla

**Title:** Discuss the process and options for getting the county buildings on a self-sustaining electric solar system.

## **Sponsor:**

Managers Office

## **Action:**

ICIP Group has explored the options of getting the buildings on Solar Power. The ICIP group has collected 12 months of electric bills for all of the buildings that County owns and shortlisted the buildings that make financial sense to get on an electric solar system.

## **Summary:**

Positive Energy is a CES contractor that has worked with multiple other counties and government agencies and can provide the County options for solar with no upfront costs.

## **Significant Issues:**

- Positive Energy will provide different finance options for the Solar System.
- Positive Energy will provide a Break-Even analysis for the solar system and show overall cost savings for the county.
- A Solar Power Purchase Agreement is another finance option. (SPPA) is a financial arrangement in which a third-party developer owns, operates, and maintains the photovoltaic (PV) system, and a host customer agrees to site the system on its property and purchases the system's electric output from the solar services provider for a predetermined period.
- Positive Energy will explore all State and Federal tax credits available for the solar systems.

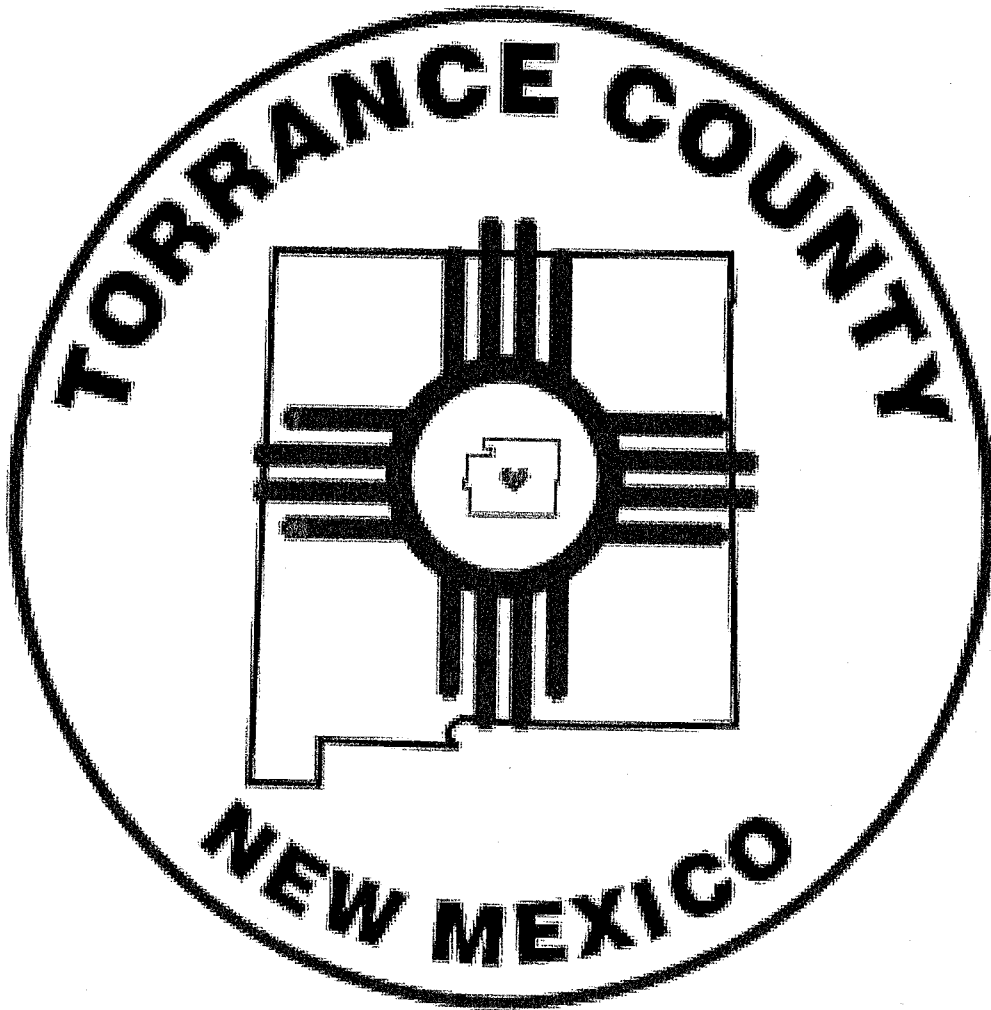
## **Financial:**

- Short listed 3 solar Companies whose expertise lie in commercial building solar systems.
- Cost per KW comparison:
  - LTS Solar \$3.09/KW
  - Titan \$3.22/KW
  - Positive Energy Solar \$2.67/KW

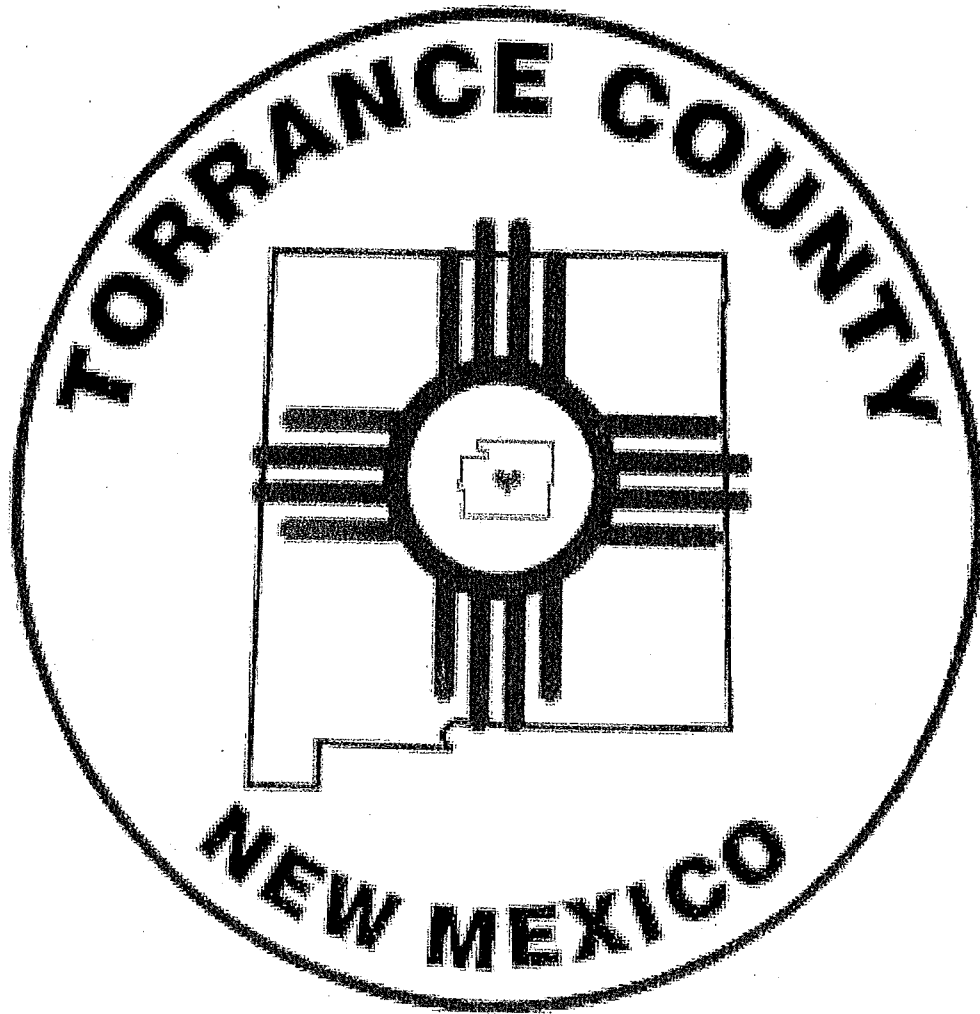
## **Staff Recommendation:**

Gather information through open discussion and negotiate contract with a solar company that is the most fiscally responsible for the County.





*Agenda Item*  
*No. 13-B*



*Agenda Item  
No. 13-C*



*Agenda Item*  
*No. 14*



*Agenda Item*  
*No. 15*



*Agenda Item*  
*No. 16*



*Agenda Item*

*No. 17*