



TORRANCE COUNTY
COMMISSION MEETING
December 15, 2022
1:00 P.M.

For Public View
Do Not Remove



Torrance County
BOARD OF COUNTY COMMISSIONERS (BCC)
Ryan Schwebach, Chair, District 2
LeRoy M. Candelaria, Vice Chair, District 3
Kevin McCall, Member, District 1

Janice Y. Barela, County Manager

The meeting will be available via Zoom and the link may be found on the County's website www.torrancecountynm.org/calendar. Click on the event to access Zoom Meeting information.

**ADMINISTRATIVE MEETING
AGENDA**

THURSDAY, December 15, 2022, @ 1:00 PM
205 S. Ninth Street, Estancia, NM 87016

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to the Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
 - A. **ROAD:** Recognition of Employee Service Year Pin: Pete Montano (20)
Deferred from November 9, 2022 Meeting
 - B. **ROAD:** Recognition of Employee Service Year Pin: Brian Sanchez (25)
Deferred from November 9, 2022 Meeting
 - C. **CLERK:** Recognition of Employee Service Year Pin: Kevin Pham (2)
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **PUBLIC COMMENT and COMMUNICATIONS**
8. **APPROVAL OF MINUTES**
 - A. Motion to approve minutes of the October 20, 2022 Special Administrative Meeting of the BCC.
 - B. Motion to approve minutes of the November 9, 2022 Regular Meeting of the BCC.
 - C. Motion to approve minutes of the November 17, 2022 Special Administrative Meeting of the BCC.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve payables

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**11. ADOPTION OF RESOLUTION**

A. ROAD: Resolution 2022-_____ approving CAP fiscal year 2023-2024 cooperative agreement.

B. ROAD: Resolution 2022-_____ approving SB fiscal year 2023-2024 cooperative agreement.

C. ROAD: Resolution 2022-_____ approving SP fiscal year 2023-2024 cooperative agreement.

D. GRANTS: Resolution 2022-_____ approving Transportation Project Fund Agreement for completion of the Ewing Road paving project. Resolution supersedes Resolution 2022-52.

12. APPROVALS

A. ROAD: Resident request to vacate the end of A019 (Sanchez) as a County maintained road. (Gilbert Sanchez)

B. PURCHASING: Request approval of award and signatory authority for County Manager – RFP TC-FY23-01 for fully insured life, disability and vision coverages.

1) **MetLife** – Basic Life, Basic AD&D, Supplemental Dependent Life, Long Term Disability.

2) **BlueCross BlueShield of New Mexico** – Vision.

C. FIRE: Request approval to submit the FY24 EMS Fund Act application on behalf of Torrance County for Districts 2, 3 and 5.

D. FIRE: Request approval of Professional Services Contract with HealthFront, P.C. for medical director services to include Fire Department, Dispatch and Emergency Management.

E. FIRE: Discussion and possible approval of changes for Torrance County Firefighter and EMT positions.

1) Salary increases to retain current staff and fill current vacancies.

2) EMT PRN positions to help fill schedule gaps.

F. SHERIFF: Request approval of prior year invoice from Staples in the amount of \$1,901.40.

G. EMERGENCY MANAGEMENT: Request approval of Memorandum of Agreement with FEMA Integrated Public Alert and Warning System (IPAWS).

H. FINANCE: Request approval of 2023 employee and first responder calendars.

13. DISCUSSION

A. MANAGER: New Mexico State Police introduction and outline of upcoming plans in Torrance County (Captain Alex Rodriguez, District 5; Sergeant Edgar Lemus, East Mountains).

B. FAIR BOARD: Discussion of open Fair Board positions.

C. ROAD: Update on county roads' maintenance and conditions.

D. MANAGER: Update on county projects.

E. MANAGER'S REPORT

1) Update on missing ballots from 2022 Primary Election.

F. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

14. EXECUTIVE SESSION

A. COMMISSION: Discussion pertaining to threatened or pending litigation or potential litigation in which the public body is or may become participant, closed pursuant to NMSA 1978 Section 10-15-1(H)(2) and Section 10-15-1(H)(7), specifically related to the Torrance County Clerk, to include allegations of job abandonment.

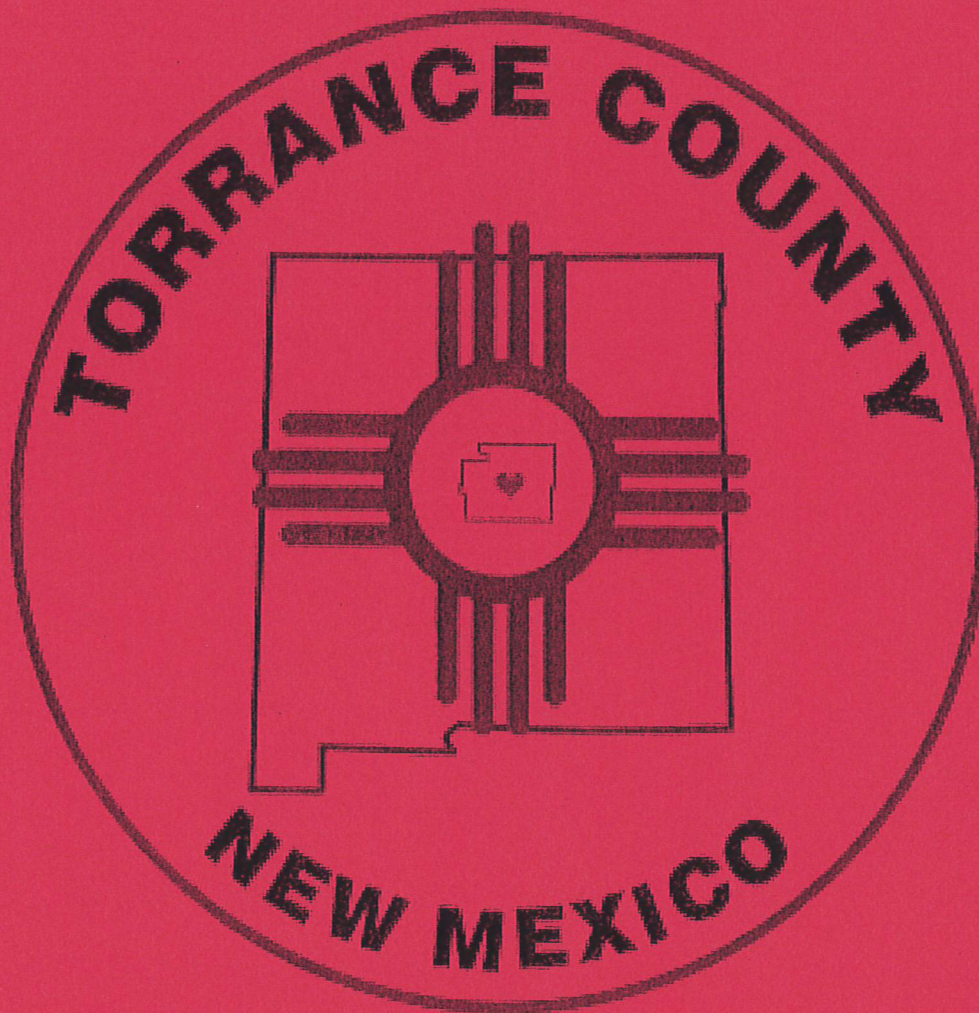
15. DISCUSSION/APPROVAL

A. COMMISSION: Discussion and possible action regarding closed executive session item specified above.

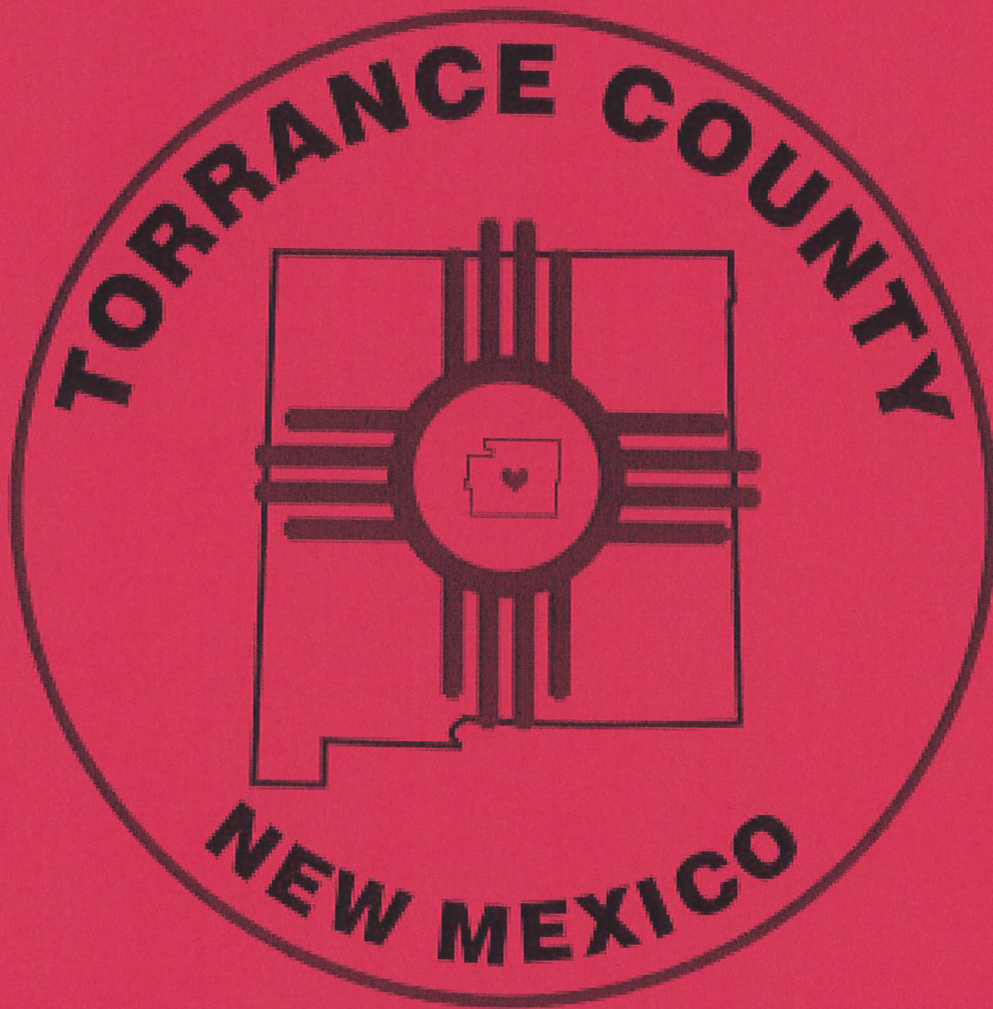
16. Announcement of the next Board of County Commissioners Meeting: December 28, 2022, at 9:00 AM.

17. SIGNING OF OFFICIAL DOCUMENTS

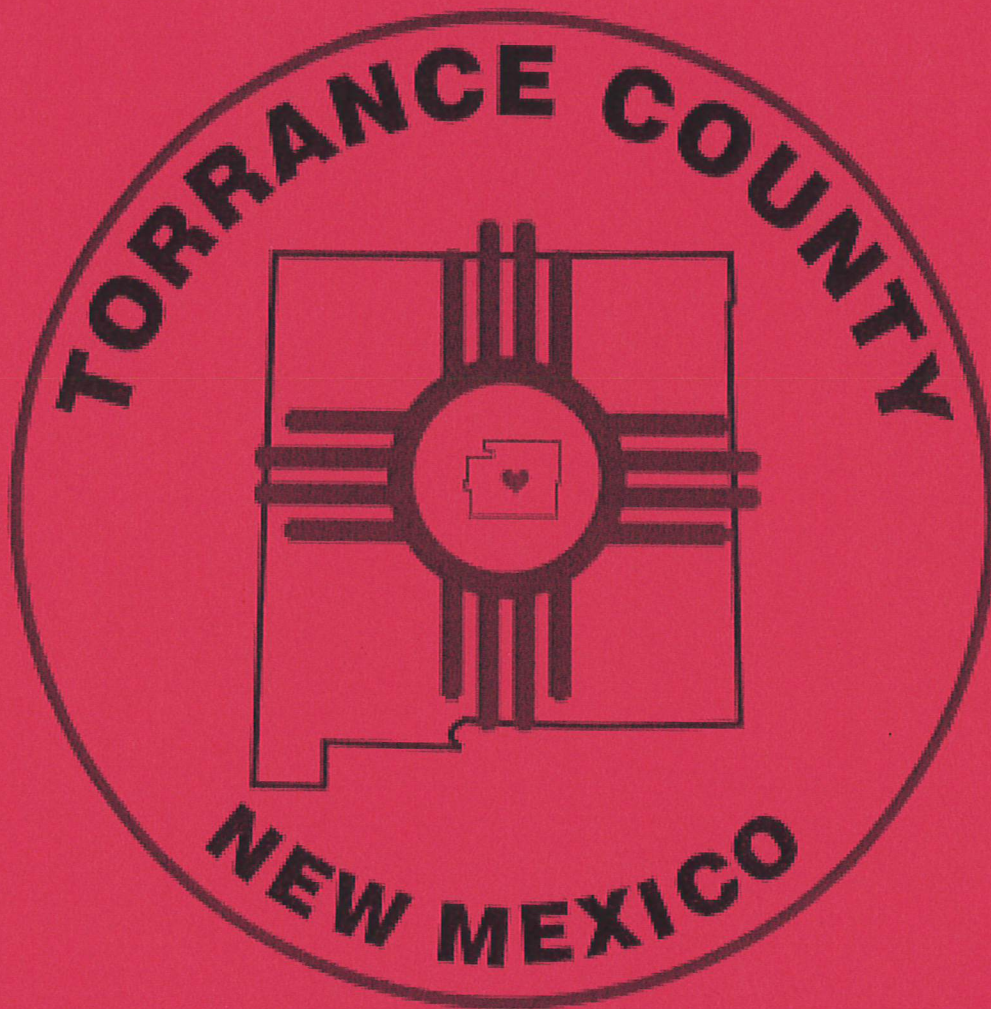
18. ADJOURN



*Agenda Item
No. 1*



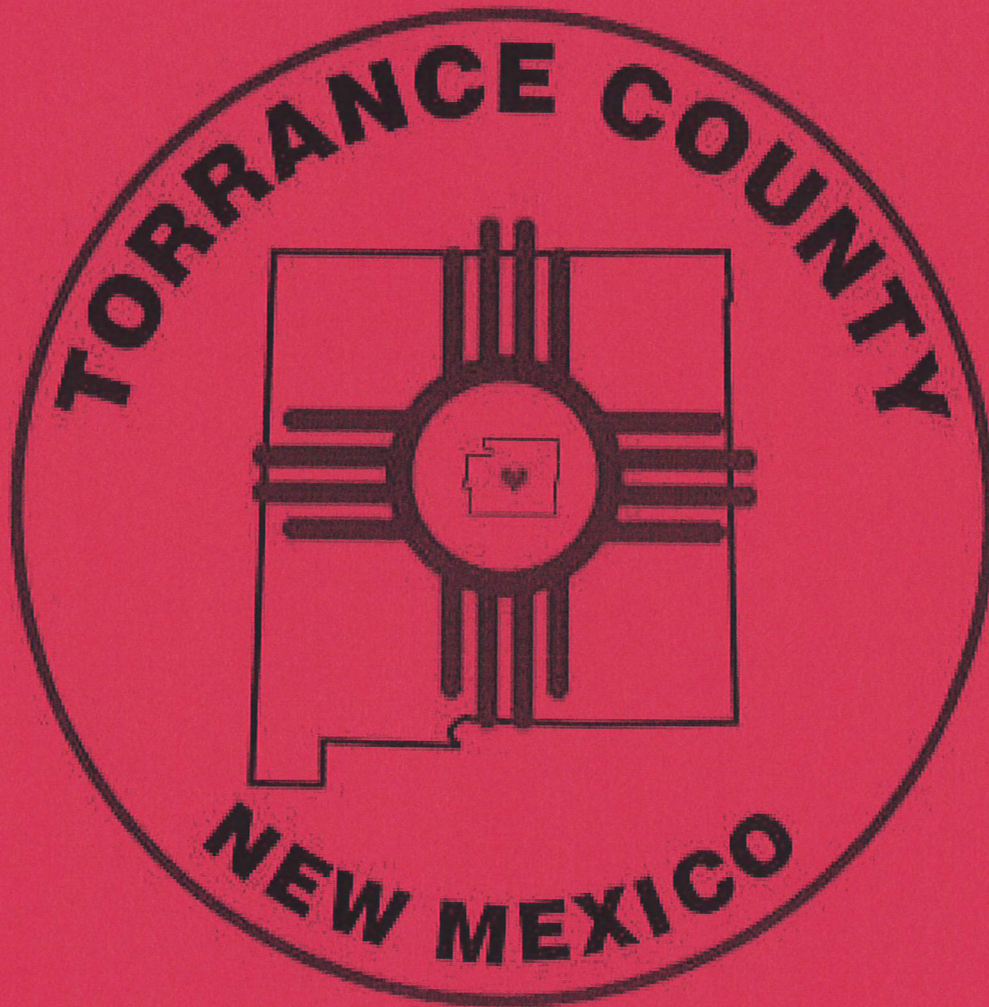
Agenda Item
No. 2



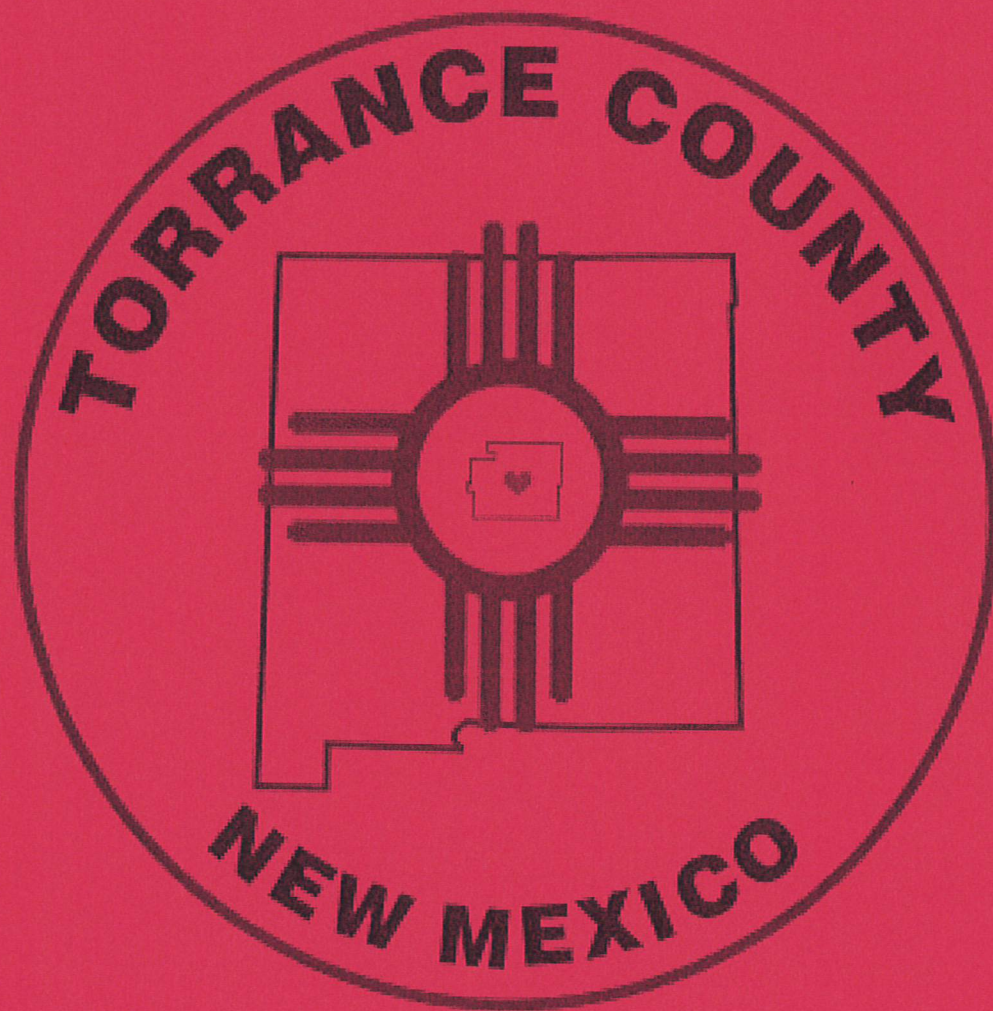
*Agenda Item
No. 3*



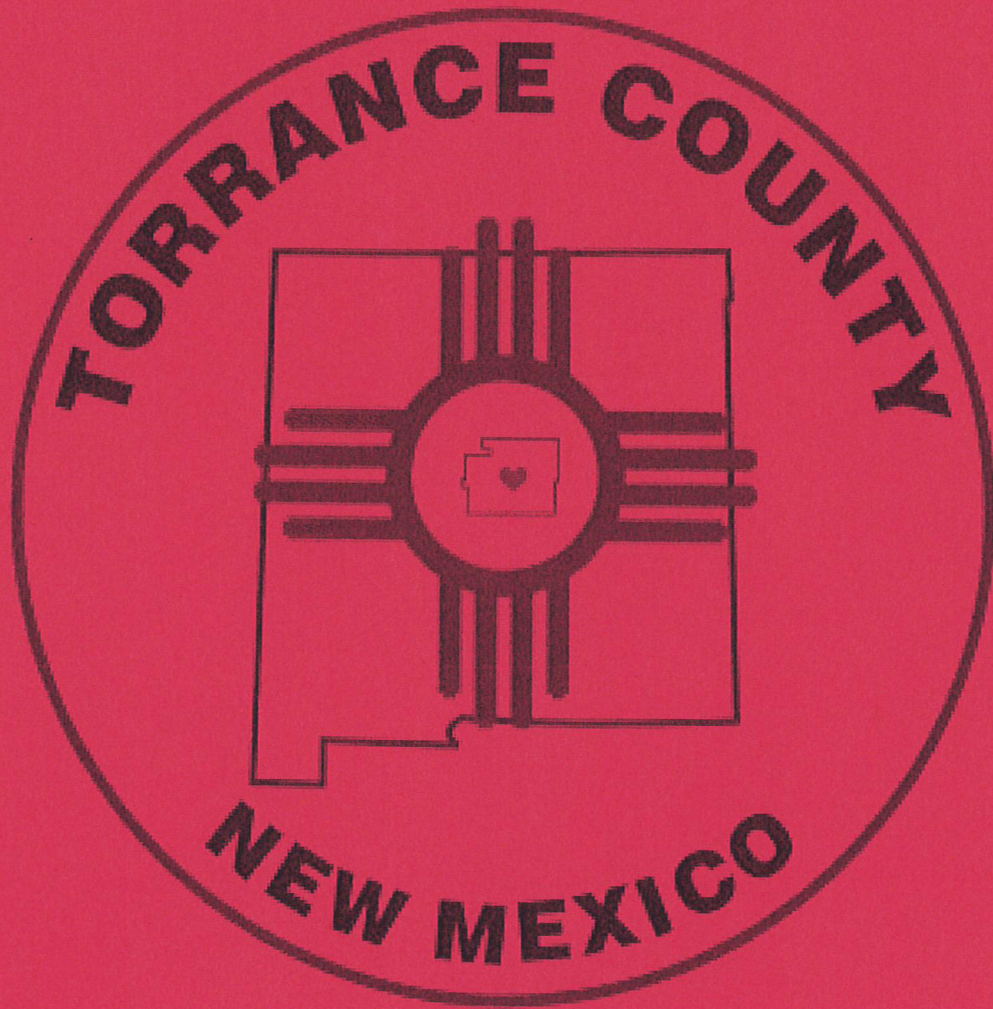
*Agenda Item
No. 4*



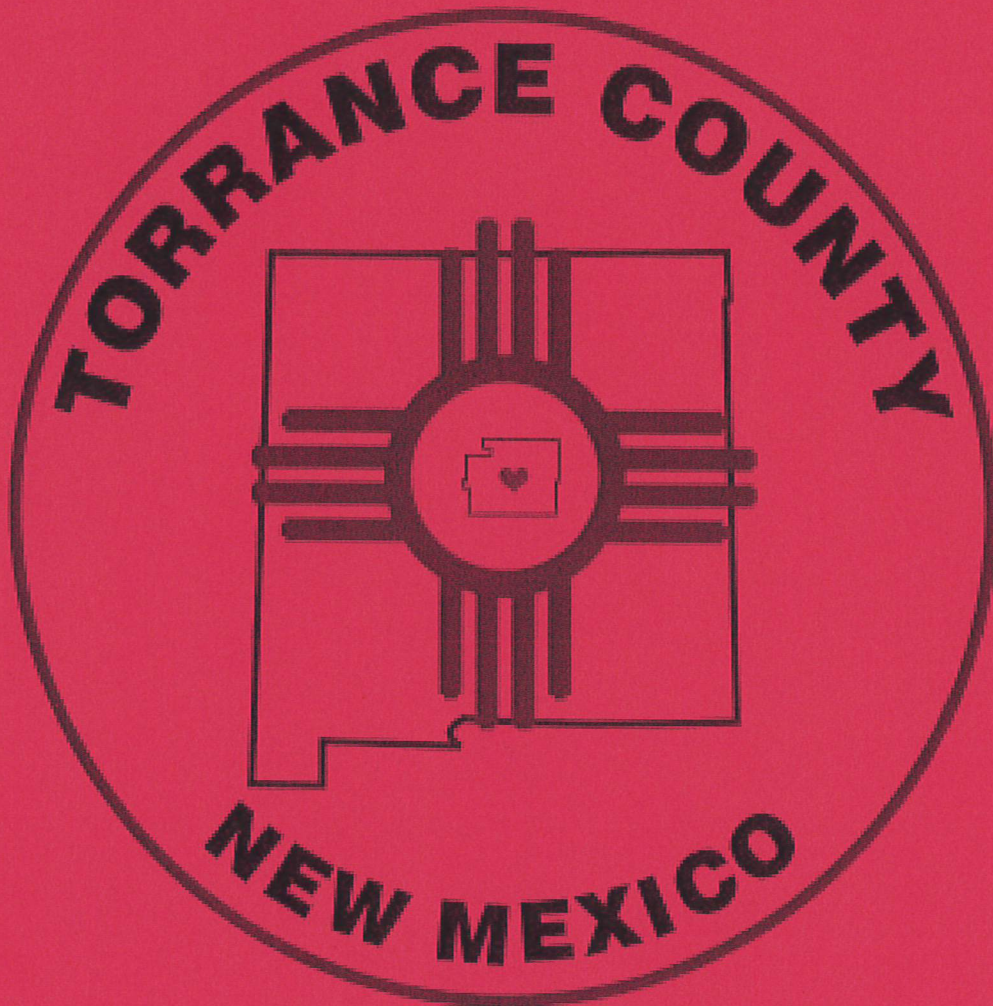
*Agenda Item
No. 5-A*



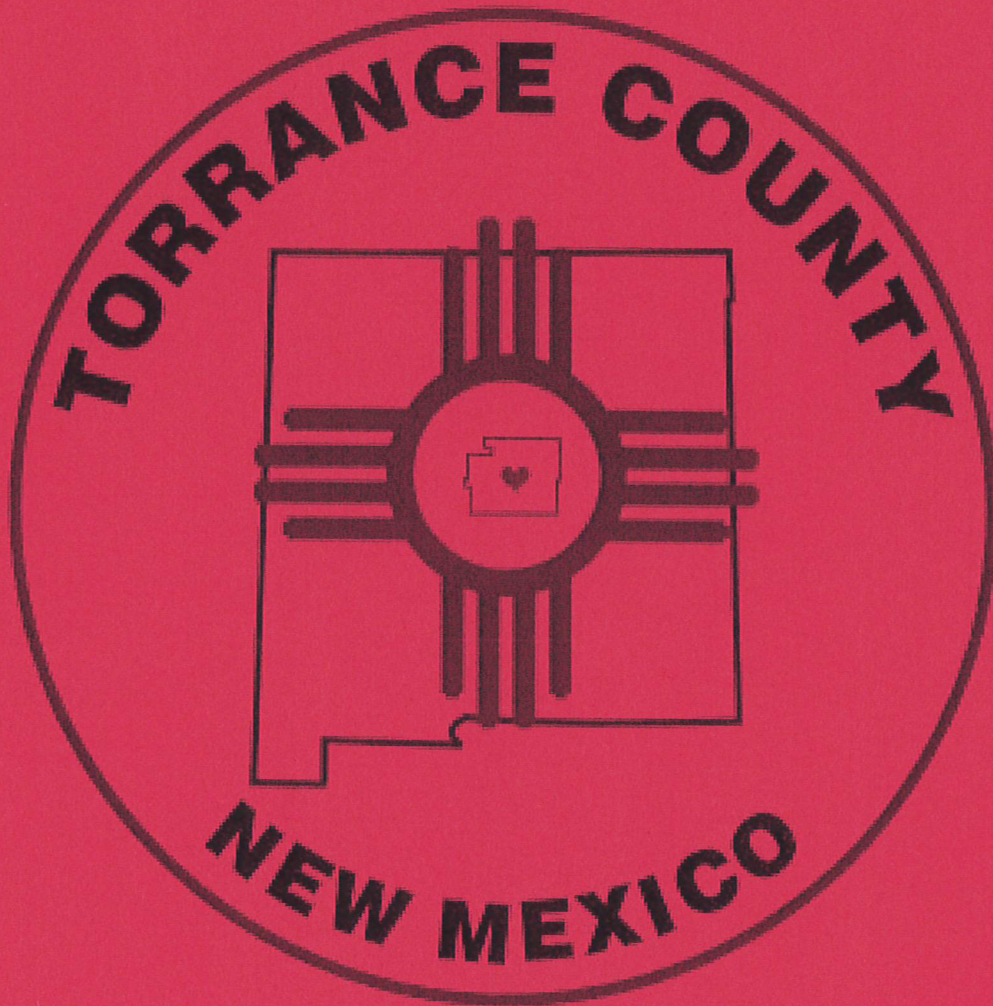
Agenda Item
No. 5-B



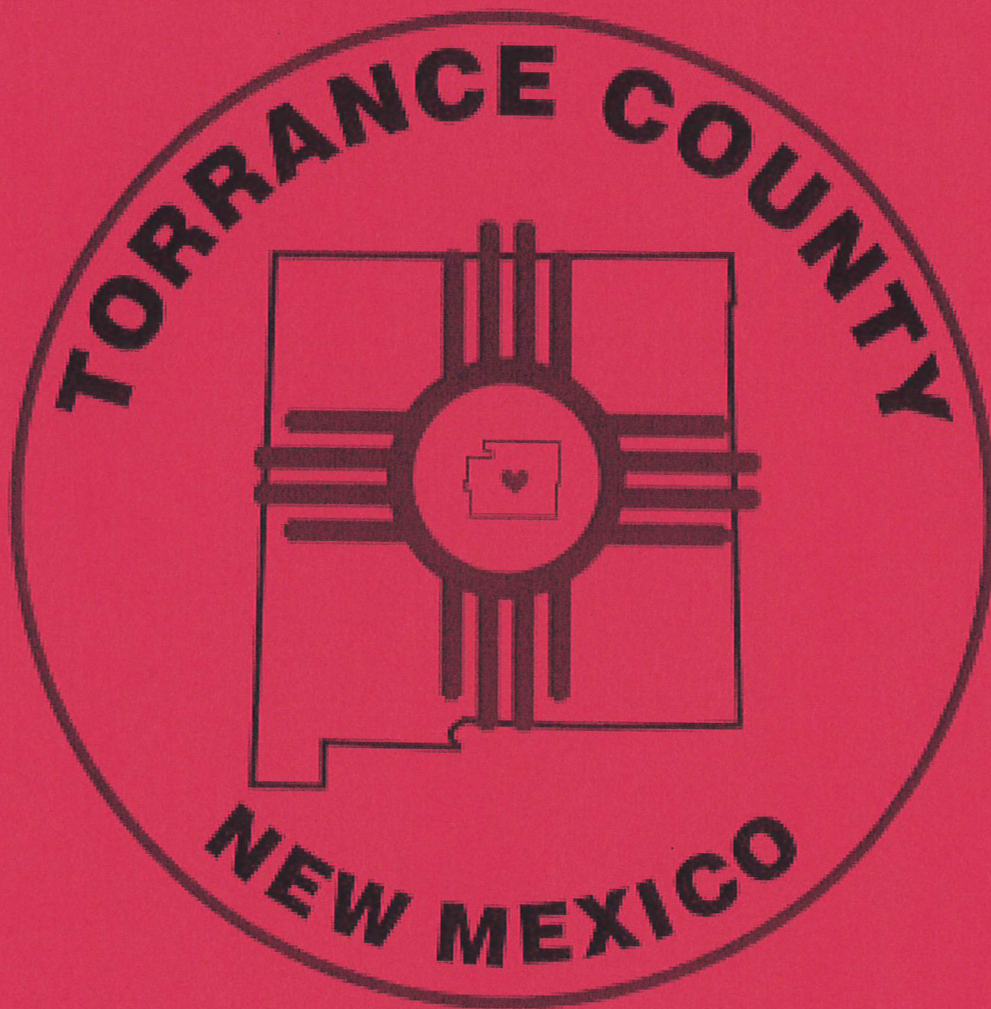
Agenda Item
No. 5-C



Agenda Item
No. 6



Agenda Item
No. 7



Agenda Item
No. 8-A

DRAFT

Torrance County Board of Commissioners

Special Administrative Meeting

October 20, 2022

7:30 AM

Commissioners Present: **RYAN SCHWEBACH – CHAIR**
 LEROY CANDELARIA-VICE CHAIR
 KEVIN McCALL- MEMBER

Others Present: **JANICE BARELA – COUNTY MANAGER**
 JUAN TORRES - DEPUTY COUNTY MANAGER,
 INTERIM FINANCE DIRECTOR

MICHAEL GARCIA – COUNTY ATTORNEY
DEMINICA GARCIA- LEGAL ASSISTANT
VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at approximately 1:06 PM.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Schwebach: Led the Pledge of Allegiance.

Commissioner Candelaria: Led the invocation.

3. CHANGES TO THE AGENDA

There were no changes to the agenda this day.

4. PUBLIC COMMENT AND COMMUNICATION

ITEM MOVED; PRESENTED AFTER ITEM 5

Chairman Schwebach: Asked the audience how many people wished to speak. He asked those to keep it to two to three minutes and to start a line.

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The first person to speak was Destry Hunt:

Destry Hunt, Torrance County Resident: Came up to thank everyone who conducted the informal audit. He feels that this has instilled a great deal of confidence in the voting systems and at the County level believes the Commissioners are taking control of the situation and handling it well. He also thanked Chief Deputy Clerk Sylvia Chavez for all her hard work.

Jenette Hunt, Torrance County Resident: Thanked the Commission and County for their hard work. She said she agrees with much of what her husband Destry Hunt said. She believes that the machines are the problem and thinks that they can print and change ballots, so she believes that they should go to only hand tallying. She asked Chairman Schwebach to remember when he told Samantha Thigpen in an interview that sometimes you need to break laws to change laws and asked him to take his own advice. She would also ask that the Elections Board not be the Canvassing Board.

Shari Thigpen, Torrance County Resident: Thanked the Commission, Madam County Manager for their hard work. She wants to make clear that our votes matter. She listed her concerns for the audit and how she felt if someone where to cheat they would cheat during the primary. She didn't understand why the Democrat races were almost all uncontested. She continued asking questions and said that there should not be that much discrepancy.

Rob Wagner, Torrance County Libertarian Party Chair: Thanked the Commission. He is pleased with everything that has happened. He spoke about the certification process and believes that more needs to be done to inspect the machines during certification. The tapes that have the certification results are not checked but are sent to the Secretary of State. He is in favor of fiscal responsibility, thanked Commission McCall for lowering the mill rate, and believes paying for a hand count.

Brady Ness, Torrance County Resident, Conspiracy Theorist: He said that he did not understand everything that was spoken about but thinks that the boiled down version is that there are many more votes than what the County has record of. He believes that every person who has voiced concerns has been validated. He hopes that the Governor and Secretary of State understand that the death penalty is still valid for treason. He hopes that the American people can unite together for truth. He appreciates Mrs. Barela for bringing the truth to light. He says that he is not a vigilante but believes that law and order, truth and justice need to be restored. He does not believe that the Commissioners acted in the "patriotic fashion" he was hoping for. He thanked Ryan Penfold for coming out to film. He told Channel 13 that their

channel was garbage and propaganda. He thanked everyone who put their lives, livelihood and money on the line.

Stephen Garrett, Moriarty Farms: He has placed an IPRA trying to get the source code data that has to be placed in escrow, he has yet to receive anything back on that. The source code has been patched many times to function within the parameters given. He wants to know which version of the source code the machines in Torrance County are using and if it is the most current patch. He believes that since the Clerk's office "did not even recognize the verbiage," that the machines should have failed. The Clerk's office should be responsible for checking the source code. He wants to see an audit between data card 1 and data card 2. He wants to know if the anomalies on the totals are being transmitted to data card 2. He spent two hours with a former Dominion employee on the possibility of a corrupted card 1 corrupting the data card 2. He also wants to know if there is a way to manipulate current data, even though its zip tied into the tabulator.

Madam County Manager Barela: Wanted to clarify some things about the audit report. Every tabulator had Democrat votes, and they all had a mixture of Democrat and Republican. The set up for the hand tally was across five tables, with four workers at each. They were assigned certain precinct, between three and five, depending on the size of the precinct. The same people tabulated for each of the parties, not just certain workers for certain parties.

Chairman Schwebach: Thanked Madam County Manager Barela for her input and asked if there was anyone else that would like to speak, in the chamber or via Zoom.

Erin Clements: Introduced herself, and thanked the Commission for the effort they have put in. She believes the County Manager did a thorough investigation, and she is glad that people are seeing evidence of what she and David have been trying to show multiple counties. She said that the margin of error that is allowable for machines by Federal statute is 1 in 125,000 votes. She takes that to mean that there should have been zero errors in this election, and even being off by one vote is not okay. She said that voter rolls appear to be manipulated on a daily basis, and that voters are disappearing. She finds it hard to believe that 5% of the population who voted would have moved away and re-registered in another county. She thinks that the 5% of missing voters should be a concern to everyone. She mentioned poll books, and how they haven't been tested since 2011, and they have been updated multiple times since then. She would strongly suggest going to paper poll books immediately because that system has been subverted.

Matthew Near via Zoom, Arizona Resident: He was at the Arizona audit for 17 days. He didn't hear the first part of the meeting. He believes most people want to be done with the machines, then he gave ideas on what governments can do instead, such as making every ballot public as soon as it is cast. He said that the ballots were put in the boxes "unprofessionally", and not stacked in stacks of 200 with a tally sheet on top.

Chairman Schwebach: These are people looking for the truth. He thanked Mrs. Barela for doing a great job, and her integrity and reputation are second to none.

5. MANAGER: Torrance County Manager’s Report on Unofficial Audit of the 2022 Primary Election.

Madam County Manager Barela: Introduced herself and explained that she has written a report regarding the 2022 Primary Election Unofficial Audit. She presented her PowerPoint presentation. She explained that the audit was brought forth by the community and she is very proud of them.

Madam County Manager Barela immediately began speaking about the results of the audit, her presentation is hereto attached.

The reason to conduct an audit was because residents expressed their concerns, which she listed on her presentation.

Madam County Manager Barela brought forward a mistake that she had made and wanted to let everyone know that she takes full responsibility for it. The mistake was on Resolution 2021-23: 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. This resolution was presented before the County Commission by County Clerk Yvonne Otero. This was a normal resolution for the time of year, and at this time they would also appoint the Board of Registration. The mistake is on page 3 of 4, and it reads to have 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. There was then a resolution that amended number 2021-23, this was 2022-45. This means the County did not hold true to the Resolution when the Commissioners made the difficult decision to certify the canvass of the 2022 Primary Election. There was also a subsequent resolution, number 2022-45 that made changes to the initial resolution. This came forward because there were multiple polling locations that were closed due to lack of ability to find voting staff. The commissioners did approve this new resolution. When the constituents reached out and asked for the polling locations to be re-opened, the Commissioners approved their re-opening in Resolution 2022-45. The amendment allowed for the re-opening of the polling locations but did not change anything else on Resolution 2021-23.

The Commissioners allowed the people of the County to speak their minds, which resulted in them verifying the results of the election.

Because of this error that was not caught, the General Election will be affected.

County Manager Barela read a passage of the Resolution 2022-___ and continues to explain what happens after the election. She then spoke about the chain of custody for the ballots after an election. After the canvass is certified at the local level, it goes to the State Canvassing Board for certification, there is then a 45 day wait before the ballot boxes are

unsealed. The State Canvassing Board is made up of the Governor, Secretary of State and the Chief Justice of the Supreme Court. The Chief Justice was unable to make it that day.

Madam County Manager Barela explained how the audit process happened.

She read a Resolution from June 22, 2022.

She spoke about the ballots and the chain of custody, and how it normally happens during and after an election, and then how the ballots were secured. They stayed secured in the warehouse with 24/7 security cameras monitoring them, and they each had two specialized zip-tie seals on them that are numbered. They will stay in the warehouse for 45 days.

On August 15, 2022, the County Clerk, Chief Deputy Clerk, and the Voting Tech went to the elections warehouse.

They verified the serial numbers, group seals on the ballot boxes and transferred the paper ballots from the ballot lock boxes to cardboard storage and file boxes with lids.

At this point, we had staff from the County that were there along with the public and, she believes, one person from the media. After copying the ballots, the original ballots were placed back in the storage boxes and transported to the secured election warehouse for storage in compliance with the state statute requirement of 22-month retention period.

For chain of custody for the copies of the ballots, the County Clerk attempted to place a Post-It note on the edge of each ballot before copying so that the copies could not be mistaken for original ballots. On some of the copies, the edge was not completely covered. The County Clerk provided 50 ballots at one time to copy original ballots. One batch at a time were taken to the copy machine within the Clerk's Office and copies were made of each ballot. The County Manager personally stamped every ballot copy with the word "excused" on it. The County Manager then placed all copies of the ballots in a different ballot box and sealed the box with the same type of zip ties that are used in the official elections process. The Clerk's staff then transported the sealed ballot box containing copies of the primary election ballots to the Early Voting location, within the Torrance County Administrative Building. Each time the serial numbers were confirmed. Copies of the ballots were never accessed by only one person at any time, and the ballot box was secured with new zip ties with new serial numbers each time.

She showed an example of a copied ballot with the stamp on it. She explained how the ballots were tallied, and at the end of the day how they were put away after being put into sealed boxes.

Prior to hand tallying on September 7, 2022, in preparation for hand tallying, scheduled for the following day, the County Manager confirmed the serial number, and she, Chief Deputy Clerk Sylvia Chavez, and a member of the press unsealed the ballot box and removed copies of the ballots. They were then separated by precinct and party before being returned to the ballot boxes and sealed and locked up again. They gathered 18 experienced election workers and two volunteers to do the hand tally. There were five tables with four people per table,

and there were many observing the count. Madam County Manager listed the workers and volunteers and thanked them for their hard work.

The days of the count, there were the people working the audit, the observers walking around, as they had questions, the Deputy County Clerk or the County Manager would answer them as best possible. The live video feed was available via Zoom. The count had been mostly completed by the end of Day 1, but there were a few more ballots that needed to be counted, so one table continued Day 2. No one observed via Zoom.

RESULTS:

Madam County Manager Barela: Began by telling the Commissioners where each precinct is located by their numbers.

Explained what she was reading with the results of the hand tally audit.

On October 11, 2022, Madam County Manager Barela got together with 2 members of the public, 2 election workers, and Chief Deputy Clerk Chavez to recount original ballots. She explained that the audit number represented the number of votes that were hand tallied. The “Hand/Prov” column was the total amount of hand-tallied or provisional ballots, and they did not have access to them because it could have compromised the secrecy of the voting process, since everyone has a right to privacy in their vote. They used the number from the canvass, not the audit hand tally.

The “Canvass” column was the number of ballots that were counted by the tabulator and recorded as official votes.

The “Difference” column shows the difference between the tabulator and the hand tally, and the “Percent Difference” is shown on the next column.

Madam County Manager reviewed the results of the entire audit. There were anomalies with the results that can be seen in the presentation. Madam County Manager started with the Democratic Party. To give an example, the Audit total is 761, hand is 24, the canvass total is 753, leaving a difference of -.32, or a percentage difference of 4.35%.

They are missing 284 ballots from the Republican party. That is a total of 15% difference.

Chairman Schwebach: Asked about the differences in the hand tally vs the cavass. He wanted to know why there was such a difference. She told him that there were ballots that were unaccounted for if the difference was a negative. If it was a positive, that meant that more votes were counted by the canvass than the hand tally with copies.

Madam County Manager Barela: When she got to the Republican Party ballots, she found that there was a difference of 284 ballots. The Audit and Hand Tally votes came up to 1,499, but the canvass had a total of 1,783 ballots cast. This was very concerning to her so she did a recount of ballots with 6 people. This recount of the ballots came up to 2235, when the original ballot count was 2,266. This meant that there were 31 more ballots than copies. She held another recount on 10/19/22, and this time the Republican Party numbers were spot on. This time there were 4 people counting and the Sheriff’s Lieutenant observing. What she

found was that because they had separated the ballots the day of the 11th, some of the ballots got mixed up. When they added up the next count, they saw that the count was still off, but only by 9 this time, which is better than the previous number of 31.

While looking at the results of the Republican count, the numbers were all off by between 14-25%, except Ethel R. Maharg, who was only off by 1, but who also only had 32 votes according to the canvass, and 31 according to the audit.

The Republican canvass votes had many, many more votes than what were counted in the hand tally.

When the Clerk gave them the ballots to copy, she gave them 50 at a time to copy, and they were not separated at all, so ballots could not be accurately separated by polling location.

While going through the results, the ending result is that every precinct except Willard is off by a significant amount.

Moving on to the Early Voting, the tabulator totals for the Moriarty Civic Center and the Estancia Admin Building were 701.

The total voter list had 618 voters, but she was told this is a living document that changes when someone registers in another county. If someone voted in Torrance in the primaries then moved and registered in another county, it would take them off the list for Torrance County as soon as they register elsewhere. If there is any way to get a static voter list, she wants to get it,

Madam County Manager Barela thanked Deputy County Clerk Sylvia Chavez for all her hard work and for everything she has done. She asked Ruben Gastelum to do some research and find out if any of the addresses are bad or if they are all good. Ruben found 44 addresses that would be considered bad, and he is very thorough, so he is still checking into whether there is a structure on these properties. If they are not legitimate addresses, then we probably don't have them assessed and appraised, so that is something the Assessor's Office will be addressing.

Moving on to Absentee voting- there were a total of 183 absentee voting ballots, which they had access too. The tabulator said that there were 183, but the voter list had 180. Looking at precinct number 8, there were 4 absentee voters, and looking at the voter list, they found that there were 12 addresses that looked illegitimate.

For election day, they had the Duran Fire Station, Encino Community Center, Estancia High School, McIntosh Fire Department, Moriarty/Edgewood School, Moriarty Civic Center, Moriarty, Dr. Saul Community Building, Torreon Community Center, Willard Community Center. The total that went through were 1,633 ballots. They were able to account for 1,638 voters. That shows 5 more voters on the voter list than what they have in the tabulator. There could be five people that voted elsewhere and have since transferred to Torrance County. We have 138 addresses that the Rural Addressing considers not valid.

One reason that an address may come up as invalid is that in previous years, they were allowed to use landmarks or direction as an address. For example, one person has their

address listed as “30 miles North of Willard,” which in prior years would have been fine. The Clerk staff worked diligently to get people to put their proper physical address on their voter registrations, but not everyone was willing to do that. In a case like that, the voter would not be automatically kicked off the roll.

Madam County Manager then moved on from her spreadsheet presentation to speak about absentee ballots. She found one absentee ballot envelope that did not have a signature, so it should not have been cast. There was a husband-and-wife couple who signed each other’s ballot envelopes. They accepted those ballots and allowed them to be cast. The ballots should have been refused and re-cast with their proper envelope. She gave other examples of ballots that should have been refused.

Madam County Manager Barela thanked the Commissioners for their foresight in asking the Clerk to maintain the SD cards. Normally they would be wiped and re-used. This Commission authorized the funding for the purchase of new memory cards. After the recount, the Chief Deputy Clerk and the County Manager coordinated with the Sheriff’s Office to enter into evidence all SD cards from the ballot tabulators for a total of 24 cards. Madam County Manager Barela was trying to maintain a tight chain of custody on the ballots. She appreciated that Chief Deputy Clerk Sylvia Chavez worked with her to seal the boxes that have ballots in them, and they had 2 witnesses testify that they saw this. This audit took 6 weeks of Madam County Manager Barela’s time, which still wasn’t long enough, but the Commission wanted the results before the general election.

Commissioner McCall: Thanked Madam County Manager Barela for all her hard work. He asked if the results of the audit had enough anomalies to change the outcome of any of the races.

Madam County Manager Barela: Answered that there were not any races that would have changed, but it is an informal audit. It was understood when they went into the audit that it was unofficial, but there were still no changes in the outcome whatsoever.

Commissioner McCall: Asked if the Clerk’s office had broken protocol during chain of custody at all.

Madam County Manager Barela: There was no break in the chain of custody. She called it a “robust” chain of custody.

Commissioner McCall: Asked why they were not allowed to use the original ballots.

Madam County Manager Barela: She was not allowed to get copies of the ballots until she presented the clerk with a letter requesting a copy. That was an official paper request for the County’s own documents. She does not agree with this decision. She typed up a letter and gave it to the Clerk. She was told by the Clerk that she could possibly have the ballots right before she started to do a hand tally, but again the Secretary of State stepped in and said no, that they had to use the copies.

Commissioner McCall: Asked that because NM has print on demand ballots, can they compare the number of ballots that were printed in June to the number that they have?

Madam County Manager Barela: She does not have that information, though she requested it from Chief Deputy Clerk Chavez. Because she is preparing for the General Election, she is providing documents as often as possible.

Chairman Schwebach: Asked if the ballots were still in the chain of custody and secure, unbroken to her knowledge.

Madam County Manager Barela: Answered in the affirmative.

Chairman Schwebach: Asked where the 24 cards had been and where they currently are.

Madam County Manager Barela: They have been in the custody of the Clerk's Office in the warehouse until Lieutenant Stoker, Lieutenant Ballard and Undersheriff Chavez picked them up, they took them into evidence and took pictures of them and documented them.

Chairman Schwebach: Asked Madam County Manager to explain write in candidates and why this candidate was not on the machine.

Madam County Manager Barela: A write-in candidate's vote should not be tabulated. It should be identified and sent to another bin, and at the end of the day, gets hand tallied.

Chairman Schwebach, Commissioner McCall, Commissioner Candelaria, and Madam County Manager Barela: Further discussed the results further of the audit.

Commissioner Candelaria: Asked Madam County Manager about voting precincts and having to vote in a certain precinct.

Madam County Manager Barela: Explained that Torrance County uses Voting Convenience Centers and that anyone that is registered in the County may vote at any location because Torrance County uses Voting Convenience Centers. This means that all the ballots will be mixed up and not sorted by precinct, but it helps more people vote.

Chairman Schwebach paused the meeting for a 5-minute break.

Back in session at approximately 2:38 p.m.

Commissioner McCall: Asked if the numbers posted by the Secretary of State were different than the canvass numbers.

Madam County Manager Barela: Answered in the affirmative and told him that his number was changed, as well as Craig Davis. They never received an answer as to why this is changed.

Madam County Manager Barela: Explained to Chairman Schwebach the differences in voting now versus many years ago. She also explained that with hand tally votes, the election workers are not the ones to count them. They are to take the ballots out of the machine and move them immediately into the ballot box and seal it.

6. COMMISSION DISCUSSION:

7. MANAGER DISCUSSION

A. Board of Registration

Chairman Schwebach: Moved on to item 7-A.

Madam County Manager Barela: When putting the agenda together, it was with an understanding that there is one more meeting that will be occurring at the Commission prior to the General Election. She anticipates action items on the next agenda.

Chairman Schwebach: Wants to read the document more thoroughly.

Madam County Manager Barela: There were several issues that needed to be addressed with the Resolution. One is whether or not they can take back the authority that they have designated the Board of Registration to become the Board of Canvass for the county. And the other one is that there is not the proper membership set up for the Board of Registration. According to state statute, it should be three members. And the way that the Clerk presented her presentation for that resolution. The way it's written in the Resolution is that she has two members and two alternates. And there is no provision in state statute that allows for any alternates to be on the Board of Registration, and it should be three members.

Chairman Schwebach: Asked if it could be the three Commissioners.

Madam County Manager Barela: It must be three members of the public. Attorney Mike Garcia can elaborate on that.

Mike Garcia: Explained that it would be prudent to review the resolution before the next meeting.

Madam County Manager Barela: The Board of Registration Resolution traditionally comes to the Commission from the County Clerk. The Clerk makes suggestions, and then ultimately it is up to the Commission to decide who goes on the Board of Registration.

Commissioner Candelaria: This board takes the responsibility of the citizens of the community.

Madam County Manager: Spoke about the previous iterations of the Board of Registration and their responsibilities.

Previously they were just responsible for purging the voter rolls, until 2019 when state statute was passed that also allowed them to be designated to take the role of Commission and certify or not certify the canvass. She thinks this is a conflict of interest if a member of the Board of Registration also served on the Election Board.

Chief Deputy Clerk Sylvia Chavez: If you don't vote in two consecutive presidential elections then you will be purged from the voter rolls.

Chairman Schwebach: Asked the Chief Deputy Clerk, by the data that they have, that the informal audit is not accurate, and that they do not have as many ballots as what was canvassed.

Mike Garcia, County Attorney: They do not have any evidence that there are any ballots missing, but they have options. The options are to either refer to the Secretary of State for an investigation, or possibly law enforcement. Another option could be a forensic audit, by

someone who understands these things. He does not know who that would be or how costly that would be.

Chairman Schwebach: There are holes in the primary election, and the people want answers. He wants this moved to the proper authorities and wants it addressed.

Commissioner Candelaria: He thinks that the Commission and County are moving in the right direction.

B. Election Boards

8. ADJOURN

Chairman Schwebach: Made a motion to adjourn.

Commissioner McCall: Seconded the motion.

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

MOTION PASSES.

MEETING ADJOURNED AT APPROXIMATELY 3:55

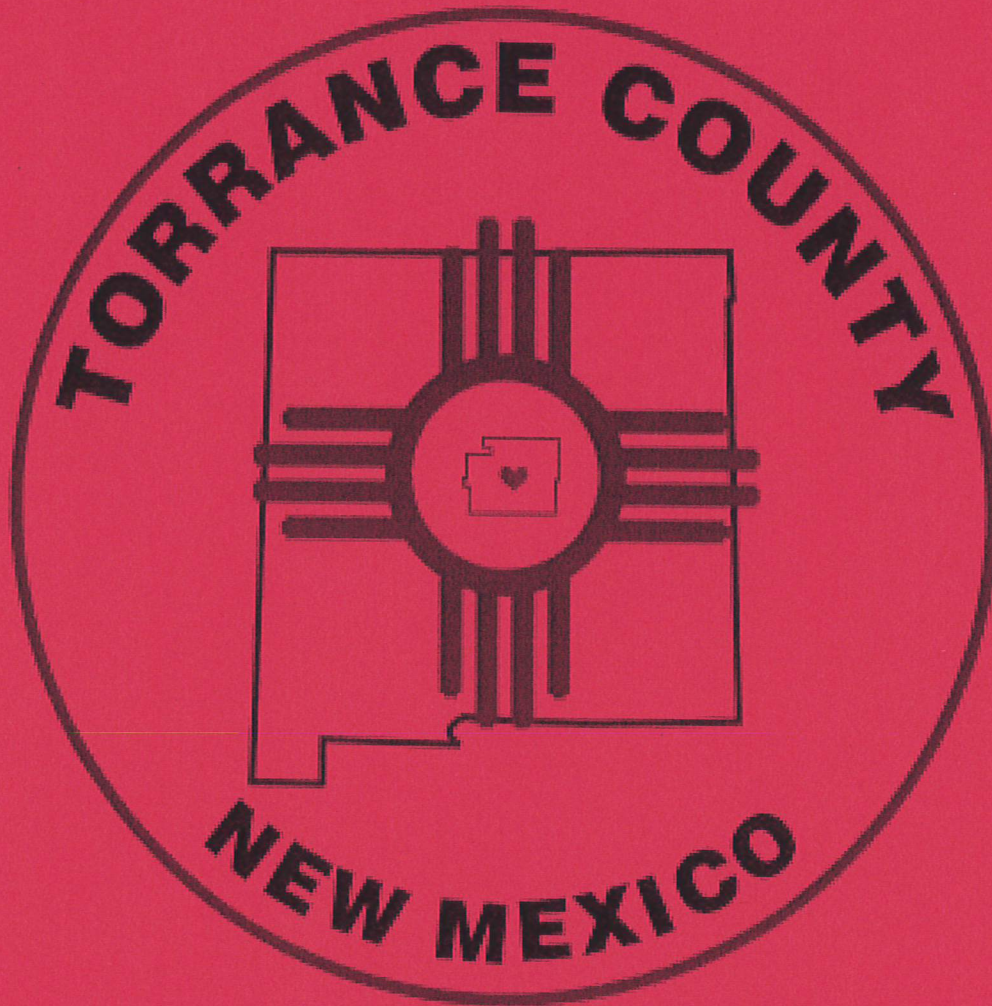
Signed By:

**Ryan Schwebach, Chair,
Torrance County Board
of Commission**

**Valerie Smith – Administrative Assistant III,
Torrance County Clerk’s Office**

Date: / / 2022

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.



Agenda Item
No. 8-B

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
November 9, 2022
9:00 AM

Commissioners Present:

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

Others Present:

JANICE BARELA – COUNTY MANAGER
JUAN TORRES – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
SYLVIA CHAVEZ – DEPUTY COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT

1. Call Meeting to order

Chairman Schwebach: Calls the November 9, 2022, Regular Commission Meeting to order at 9:00 AM.

2. Pledge lead by: Chairman Schwebach

Invocation lead by: Commissioner Candelaria

3. Changes to the Agenda: Defer items 5 D & E, employees were unavailable to attend meeting. Defer item 8, adjustments need to be made to the minutes.

4. PROCLAMATIONS: None

5. CERTIFICATES AND AWARDS:

A. CLERK: Recognition of Employee Service Year Pin: Valerie Smith (2)

Madam County Manager Barela & Sylvia Chavez Deputy County Clerk:
Presented Valerie with her 2-year pin and spoke kind words.

B. PLANNING & ZONING: Recognition of Employee Service Year Pin:
Lynnette Scroggie (2)

Don Goen - Planning & Zoning Director:

Presented Lynnette with her 2-year pin and spoke of what an asset she is to the office.

C. TREASURER: Recognition of Employee Service Year Pin: Carol Aragon (15)

Tracy Sedillo – Torrance County Treasurer:

Presented Carol with her 15-year pin and spoke of her many accomplishments.

D. ROAD: Recognition of Employee Service Year Pin: Pete Montano (20) - Deferred

E. ROAD: Recognition of Employee Service Year: Brian Sanchez (25) - Deferred

6. BOARD AND COMMITTEE APPOINTMENTS: None

7. PUBLIC COMMENT and COMMUNICATIONS

Sam Schropp – Torrance County Resident: I want to compliment the county clerk's office. I worked as a poll watcher yesterday and the professionalism and integrity of the election, I'm willing to attest to and sign an affidavit, if necessary. I have been told I'm wasting my time approaching you concerning our roads. The conditions of the roads are a long-standing problem here in Torrance County. I'm hoping my comments today will motivate the Commissioners to serve the people they were elected to represent by taking a different approach to road maintenance. I ask that my comments be recorded into the minutes in compliance with the New Mexico open meeting act. My comments are within the guidelines of the act, specifically part f, as the days meeting agenda includes a report on the road in the county. I have nothing but good things to say about the people in our road department who do the work maintaining the roads. It's the planning, scheduling, and oversight of maintenance that I wish to address. Our roads are not being maintained to the standards by the Torrance County Road maintain road policy of 2015. Specifically, regarding the crowing of the roads and materials used or not used as the base required by the policy. In the past couple of weeks 3" or more of

rain fell in the county. Because we have dirt roads, not gravel roads, rainfall caused roads in the county south of McIntosh to turn into deeply rutted roads mud bogs in some places. In the days following the rain event, the soil that makes up the roads was in prime condition to be graded, to improve the roads rather than to just knock down the ruts. The road department worked on Spangler Road, and the money used was wasted. When the Road Department was overseen by Javier Sanchez a piece of equipment was purchased which grinds large aggregate into gravel which improves the road base. Post rain event is the perfect time to use that equipment. The County stirred up large rocks in the road. This will destroy tires. The roads are not crowned per county policy and in many places the roads are below the grade of the surrounding land. I urge the Commission to drive the many roads in the county and see for yourselves.

In 2023 federal money will be available for infrastructure improvements. I encourage you to keep that in mind and hire an engineering firm to formulate a plan to improve the roads and prioritize traffic flow.

Ross Yingst – Torrance County Resident: The roads are a mess. I have gone through two sets of tires. Please address the road condition issue.

Pattie Alexander – Torrance County Resident: I was a poll challenger at the election and stationed at the location off Rt 66, we only had about 508 voters. I heard it was chaotic at the Civic Center. I blame the City of Moriarty. They should have known better than to use such a small room. Out of the 508 voters, about 15 people had an issue with their registration. I was one of them. Somehow, I was registered in both Torrance and Santa Fe County, I was able to get it resolved quickly. I don't know if Santa Fe is trying to encroach on Torrance County lines or why this happened. This needs to be looked into.

Sylvia Chavez Chief Deputy County Clerk: Thank you to all the Precinct workers, my early voter precinct workers have been busy since opening day on October 11th. Having the alternate site open earlier was a success with great voter turnout and a great voter turnout on Election Day. There were no major issues and if there were any, they were administrative, and I take full responsibility for them. Everyone that withstood the lines were able to cast their votes. There were long lines, and the Civic Center location will be addressed, by the next election, as far as a bigger room. The last vote cast at the Moriarty Civic Center was around 9 pm. This is the first time that all my polling locations had the ability to do Same Day Registration. This was a great success with approximately 140 this election cycle. If you see any elections workers, please thank them for their hard work. They have worked hard to ensure everyone has a right to vote. With the amount of people that

came out to vote, tells me they believe in the election process and the way it is held. Deputy Clerk goes over Numbers. At the early voting here at the Torrance County Admin Building – 673, at the alternate site – 1424; 598 absentee ballots returned and 48 that were not; 5 UOCAVA voters and 3 returned; on election day: Duran Fire Station – 51; Encino Community Center – 50; Estancia High School – 414; Moriarty Civic Center – 503; Mountainair Dr. Saul Community Center – 510; Torreon Community Center – 106; Willard Community Center – 82; Moriarty/Edgewood School Admin Building – 580; McIntosh Fire Department – 387; Tajique Community Center – 127; Manzano Community Center – 62. In Torrance County we have a total of 10,376 registered voters with 9,618 active voters. With all your totals combined of the entire election process there was 5,567 votes cast. That is over 50% of the active voters. I still have hand tallies and provisional ballots to review. Deputy Clerk explains what an active voter is. An active voter is actively voting and inactive are flagged as not having an updated address or haven't voted for quite a few years. For the purge process: if you haven't voted in the last two presidential elections, then you will be purged from the rolls.

Destry Hunt – Torrance County Resident /Estancia News: We do our best to source anything we report and relay heavily on public record. We are thankful to the County Manager, the Commissioners who support her, the county legal, and the records custodian. If not for their efforts, it would be difficult to make transparent to the public what occurs in government. There are elected officials such as the County Clerk who the County Managers Office via the Records Custodian work with the Clerks office to try and get records. All these records belong to the public. The government body works for us. They are our representatives. We strive to make these records available to the public, the local news. In the recent unofficial audit for the primary election, it was noted that there was a difference between the number of votes counted and the number of ballots found. The difference was about 10%, that was about 250 ballots. We have not seen a final resolution to this matter. What happened to these missing ballots? There was supposed to be a close chain of custody process. It is criminal to tamper with public records. In an article I wrote I discussed the statutes under the criminal code. This has nothing to do with the state or Secretary of State or any other body. Those records belong to the public, and we want to know what happened to the ballots. We are not going to forget about this, in fact we are going to be louder about it. If we don't get justice from this current Sheriff's office, we will be pressing the next Sheriff for an investigation be conducted so the public knows what happened to our records.

Jennette Hunt– Torrance County Resident: Deputy Clerk makes it sound like it was a good thing that we had that many Same Day Registrations. Not a good thing, that is how votes are stolen. Also, happy that that many absentee ballots came back, not a good thing. I have heard a lot of second and third hand accounts of intimidation at the polls, being told people couldn't use a blue pen even though the Secretary of State herself said that you can use whatever color pen you want. People being told the cops would be called on them. Not allowed to take pictures, in New Mexico it is allowed to take pictures of your own ballot. I don't know who is telling us false information, but it is not acceptable. I don't believe Yvonne was legitimately elected and still don't. I don't trust the machines; I don't trust her. I do believe you all were elected. You have Janice Barela do the audit and that is great but what are you doing? I don't feel like you are doing anything. I believe votes were cast by a machine and there were no ballots. I'm going to be very upset with you if you canvass this election without doing a hand tally first. Make sure the Secretary of State's numbers match our numbers, if that doesn't, you need to find out why.

My husband was volunteering at the polls, and it appears someone took a knife to our car. Also, when I voted, I was asked if my address was correct. That doesn't seem like the way it is supposed to go. I would love for there to be voter ID.

Rob Wagner – Libertarian party Chair: Thank you to everyone involved in the election. There was a lot of work that went into it and a lot of hours sacrificed. I appreciate people showing up and doing their civic duties. By expressing things that were done that were incorrect, that does not diminish our gratitude to those people that helped with this election. We want to believe in our system, and we want to show up and vote. It doesn't mean we shouldn't point out the things that was seen as problematic. There was a complaint of a poll challenger not being allowed to point out errors being made by the precinct judge at her polling location. My appointed challenger was told by the precinct judge, that she can only address the judge and nobody else. I have poured through statutes governing challengers and no statute exists. What do we have to gain by telling a citizen they cannot point out errors being made by people in positions of perceived power. Why should someone's free speech be taken from her. What were the errors the challenger was pointing out? Voters taking pictures with ballots. New Mexico 1-12-59 Viewing marked paper ballot reads: A. a voter may, on the voter's own initiative and using whatever form of communication or media chosen by the voter, voluntarily communicate and information regarding 1. The name of any candidate in a candidate contest for whom the voter voted or for whom the voter abstained from voting; 2. The affirmative or negative vote cast by the voter on a ballot question or nonpartisan judicial retention election; or 3. Any other information

regarding the manner in which a voter marked a paper ballot in an election. This error was acknowledged by the Deputy Clerk as a misunderstanding between her and the election official, that a statute was the reason why a person could not take a picture of their ballot. Statute specifically provides for a person being able to take a picture of their ballot. It was seemingly corrected, had this challenger not spoken up, it wouldn't have been. That person's liberties would have been taken away. The next error involved blue pens, that the voters were using to fill out ballots. At this time of legitimate concerns about the accuracies of our machines, patriots across our county, state and country chose to use blue pens to fill out their ballots. Why? Because we have yet to receive a satisfactory response to our concerns about our voting machines ability to print on ballots.

The National Guard was called out to our state to combat cyber threats against our voting system. These hackers must be really talented to hack into a system that isn't connected to a network.

A hand counted audit would allow citizens to have their fears laid to rest. When they see ballots with blue ink and show printing on the ballots didn't happen. If these machines are not part of the problem that caused a 55% discrepancy in our Primary here in Torrance County. Why not allow us to use blue pens. The Secretary of State stated a ballot properly marked with any device other than the marking device provided to the voters shall be counted. Then she tried to convince Clerks across our state that this is against the rules and insist we all use the black markers provided by the election servicing company. Statute 1-12-59 B No person shall solicit a voter to show the voter's marked paper ballot or coerce a voter to reveal any of the information listed in Subsection A of this section. The last complaint came from Moriarty. Local police came by more than once to suggest people go vote at a different location because of the lines. This feels like a lawful order from law enforcement, and feel they have no choice. After yesterday the idea election integrity is completely lost on the Secretary of State. This attitude is bound by those tasked with running the elections because of the attitudes shown by those who trained them.

Shane Lutrick– Torrance County Resident: I couldn't have said it any better than Rob. We need to pay attention to everything he says. I worked yesterday as a poll challenger for the Libertarian party. I recently changed to the Libertarian party from the Republican party. I have asked several times to be involved in the elections and never awarded that opportunity. I went to a party that would put me into a position where I could be of assistance. I hope after our primary audit, a hand count is in the works for this election. This county has been the center of many problems. Our community is coming up to speak about concerns about our elections and there is no one here. I grew up here, we all know each other,

everyone wants to get along. It's time to start addressing this in a professional manner. There is a problem within the Clerk's office with the way our election workers are being taught, as far as dismissing this group of problem causers. Its time to make professional changes within the election school. While I was working yesterday, the Presiding Judge was very helpful. The staff was following their direction and didn't feel they were undermining anything. Our voter rolls and the way they are handled is a disaster. I was surprised by the number of people that had the wrong address or birthdate. There was people that would say, I don't live there but have property there so I'm going to leave that address like that. That is directly against state statute. Another lady requested an absentee ballot, she said she had not received it yet. She was given another ballot and it was ran through the machine. I was happy they were asking for ID; it was not required. Our workers are trying to do a good job. They are doing a good job with the direction that they had. They should be asking your address, not telling you your address. People didn't come out to vote because they have confidence in the election process. What other way are they going to make change unless we show up. I'm frustrated there is no one here from the clerk's office to listen to our concerns today.

Tracy Sedillo – Torrance County Treasurer: To clarify some issues we have been having in our office. By state statute County Assessor is required to turn over the tax roll to the Treasurer on October 1st. With our conversion we loaded that tax roll into the system, there were some issues with the files to the printer because we are on new software and the data wasn't quite the way it should be. We had to send the file to the printers several times to get this corrected. Tax bills were mailed out November 1st. The first half is due statutorily by November 10th with a 30-day grace period. The deadline to pay without penalty/interest is December 10th. Tax information is available on our website once the tax information is loaded into our system, that was around mid-October. If you have any questions, or if your tax bill looks incorrect, please call our office. A payment plan is available, this breaks your payments into 10 payments. This has been a very successful option.

Charlene Guffey– Torrance County Resident: We the people have to watch what happens to our country. I want to thank all the Clerk staff, and poll workers here in Torrance County for their time and effort on the elections. This Friday November 11th is Veterans Day. This date is a reminder that our freedom is not free. Our nation at this time needs to come together and honor the brave men and women that have and still are fighting to protect and save our country's freedom. Across the world people are fighting for freedom like we have never seen before. When we place our hand over our heart to solute our flag, reflect on the meaning of the words we pledge.

Shari Thigpen: I worked the polls yesterday and attended election school. It was wonderful to see all the people out voting, the people were ready for change. I want to encourage people to get involved more, it was one of the most rewarding things I have ever done. People were discouraged by the system. My job was to stand out in the line. I heard over and over complaints about the election process. They were there to prove a point, to vote even though there is cheating. I did not tell anyone to be quiet. They brought in food, people with children and also handicap and ill people were in line. There was a few people that did leave due to the long lines. I informed them of the other polling sites, but they didn't want to drive that far. Everyone across the board was upset about the lines. The Same Day Registration caused things to move slower. A lot of people had messed up addresses. Some people updated 2 or 3 times but was never updated. When I was in the class, we were told people could not use their own pens and would not be able to vote if they used their own pens and could not take pictures of their ballots. I was told there was a statute on the table on the side, I did not see a statute. I looked it up and saw there was guidance saying they can. I do believe that violated people right to vote. It was challenged and it changed.

8. APPROVAL OF MINUTES

- A. Motion to approve the October 20, 2022, Torrance County Commission Minutes.

Chairman Schwebach: Approval of minutes have been deferred.

9. APPROVAL OF CONSENT AGENDA

- A. **FINANCE:** Approval of Payables

Action Taken:

Chairman Schwebach: Makes a motion to approve Payables

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:

None

11. ADOPTION OF RESOLUTION:

A. **TREASURER:** Resolution supporting the New Mexico Counties 2023 Legislative Priorities.

Tracy Sedillo – Torrance County Treasurer: I come before you as your New Mexico Counties Board of Directors representative. We had a meeting in Las Cruces and the entire board voted on the 2023 Legislative Priorities. New Mexico Counties ask every county to adopt a resolution supporting their legislative priorities, so when they go to the Legislature to lobby for these items and changes, they will have the backing of all 33 counties. 1. HB 2 Appropriations: an increase for the detention reimbursement fund, currently the reimbursements are not covering the amount spent. To create a line item in the DFA budget with \$750,000 to reimburse counties for prisoner transport and extradition for state prisoners. Also, Emergency Medical Services: to seek funding to assist local governments Emergency Medical Services. 2 The Public Safety Package: this encompasses three areas. The first one is Return to Work; they are looking to change Legislation to allow retirees under PERA to return to work in certain public safety capacities. The reason for this is they are seeing a great shortage of fire, police and especially in detention. The second component is Recruitment and Retention: A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities. The last is Staffing Crisis in Fire & EMS: Create a Fire and EMS fund at \$50 million to support volunteers and paid staff. 3 Courthouse Funding: Create a fund for construction and renovations for state district courthouses. 4 IPRA Election Related Records & Data: Clearly define how IPRA relates to election records and data. This is not to suppress more records but clarify what are public records and what are not.

Action Taken:

Chairman Schwebach: Makes motion to approve Resolution 2022-55 supporting the New Mexico Counties 2023 Legislative Priorities.

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

12. APPROVALS

- A. **FIRE:** Discussion/Approval of Memorandum of Understanding (MOU) between the City of Moriarty and Torrance County for mutual aid involving emergency medical services, fire suppression and rescue activities.

Don Dirks – Torrance County Fire Chief: We have the Moriarty Fire Chief and the Mayor of Moriarty here to answer questions you may have. I'm asking for approval of this MOU.

Madam County Manager Barela: There was discussion that had occurred prior to this meeting, there may need to be a removal of certain EMS portion. Superior ambulance may be withdrawing out of Torrance County. A meeting was held to see if we can come up with a solution to our EMS needs. This was a very collaborative discussion. One suggestion was to enter into an agreement with the City of Moriarty to run 24/7 on an additional ambulance. I asked Chief Hart to put together a proposal of what that would cost and how the County and the City would coordinate funding from the county towards this. With that in mind, they would like to withhold the portion that involved EMS until we get a final plan of what is going to happen. Under the current MOU it is Fire suppression and EMS services, this is for a certain boundary they are coming out and assisting.

Don Dirks – Torrance County Fire Chief: The contract is up with Superior January 21st, 2023.

Madam County Manager Barela: We do not have a notice to terminate from Superior. We spoke with Chris Archuleta, the owner of Superior, letting him know we are interested in negotiating a different type of contract. They don't feel they can have two ambulances out here. We are wanting to work out something for one ambulance and it be full time. Chief Dirks has created a proposal for them, we have not heard back from Mr. Archuleta, as of yet. I am scheduled to attend the City of Moriarty's meeting tonight. This will be further discussed on their agenda. We are trying to get proposals and negotiations in place. The Town of Estancia has approved career paid EMTs, to be hired by the Town of Estancia. I believe all the entities are trying their best to help with a solution. We want the commission to know what is going on because this will be coming before you at some point, to possibly add more funds, possibly raising our rates to get more EMTs hired. We are very understaffed with the services we are being asked to provide. This is a bigger issue than just approving this today.

Don Dirks – Torrance County Fire Chief: It has been hard for me to have to deal with Mr. Archuleta from Superior.

Chairman Schwebach: Mayor/Chief Hart, would it be wise to remove it now and add it later or leave it and remove later? I'm inclined to approve it now and amend it later as we figure out the logistics.

Mayor Hart: I think it's important we remove it now because the negotiations will be more involved. Its important we keep some type of MOU in place for both the County and the City or ISO level, which is our insurance level. We don't want to jeopardize that, especially when we go out for inspection. We have been 24/7 for six years now. Our license is just for the City of Moriarty, we don't have transportation license outside the city unless you request us. We need to work hard to find a solution before January.

Juan Torres – Deputy County Manager: MOU is the first step, 90 days after its passed both the city and the County will have to come up with Resolution, this will establish the boundaries.

Chairman Schwebach: In light if losing Superior Ambulance. This includes Emergency Medical Services within this MOU, in 90 days will be drawing new lines and be automatic aid to some areas. We are looking at a separate type of agreement for the Medical Services.

Commissioner McCall: We also need to address the fact we are struggling to get staff.

Don Dirks – Torrance County Fire Chief: yes, we are working on a proposal to address staffing issues. We have lost people because of the rate of pay.

No Action Taken: Continued Discussion at special Commission Meeting November 17th, 2022.

B. FIRE: Seeking additional funding for District 2's renovation due to issues that arose during the renovation.

Don Dirks – Torrance County Fire Chief: The septic system failed inspection and will need to be replaced. This was not part of the original contract. We are asking for additional funds to replace the entire septic system.

Juan Torres – Deputy County Manager: The total amount is \$15, 787.15, this included collapsing the old septic and installing a new septic and new leach field.

Chairman Schwebach: This tank failed inspection by the New Mexico Environmental Department. Why?

Don Dirks – Torrance County Fire Chief: It was installed incorrectly, it was not level, it was an older tank than what was said used. The concrete was starting to crumble.

Commissioner McCall: How old was this system, when was the permit?

Juan Torres – Deputy County Manager: What’s on the permit does not match what is out there. They were guessing it might be 30 to 50 years old.

Don Dirks – Torrance County Fire Chief: They only found one, they had to use a tracer to find it. What’s on the permit is not the tank and system used.

Commissioner McCall: The number seems high; can we get a local septic company to bid on it as well?

Juan Torres – Deputy County Manager: CES is using a local vendor. We don’t have to use CES, we would just have to have the tank installed and pass inspection. This would push back their timeline to get their job complete. They are the vendor doing the remodel and construction. They are the ones that found the Septic issue when working with the environment department.

Don Dirks – Torrance County Fire Chief: They can not continue the work till the septic is done.

Commissioner McCall: The tank we can’t find, when was that permit pulled?

Don Dirks – Torrance County Fire Chief: I believe 1994, it’s not the correct size or location.

Chairman Schwebach: I’d prefer we defer this to the Special Commission meeting and get more information.

No Action Taken: Continued Discussion at Special Commission Meeting November 17th, 2022.

C. FIRE: Acceptance of Fire Protection Grant Awards for:

- Indian Hills District 2 Apparatus (\$300,000)
- Fire-Admin SCBA (\$127,070)
- Torreon-Tajique District 4 SCBA (\$127,070)
- Willard SCBA (\$127,070)
- Fire Admin Stipends (\$25,000).

Madam County Manager Barela: We are asking for this to be approved at one time.

Cheryl Allen – Grant Manager: Chief Dirks and Deputy Chief Sanchez have submitted the applications for the different districts with Torrance County. The awards are for: Indian Hills District 2 Apparatus (\$300,000) type 3 wildland engine. This was the maximum award received. The estimate for this was \$447, 913. A difference of \$147, 913. Chief Dirks has informed me he is looking for a less expensive vehicle. They are looking into using the rollover saved from district

2 to fund the difference. The Second award is for Fire-Admin SCBA (breathing apparatus) in the amount of \$127,070, this is what they applied for. The third award is for Torreon-Tajique District 4 SCBA requested and awarded \$127,070. The fourth award is for Willard SCBA requested and awarded \$127,070. The fifth award is for Fire Admin Stipends requested and awarded \$25,000.

Action Taken:

Chairman Schwebach: Motion to accept the Fire Protection Grant Awards

Commissioner Candelaria: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

D. GRANTS: Approval to submit application for Tracey Master to participate on the National Association of Counties Opioid Solutions Leadership Network to study opioid abatement strategies across the continuum of care (prevention, treatment, recovery, and harm reduction) and share ideas for replicating or scaling strategies.

Cheryl Allen – Grant Manager: The National Association of Counties is establishing this group to study opioid strategies and how to best use the funds nationwide. They want to look at things that can be scaled up or scaled down. They are looking to get input from different organizations. The Deputy County Manager and I discussed a good representative from Torrance County would be Tracey Master. She is the coordinator for the DWI program, she knows the different options being used within the county for prevention, treatment, recovery, and farm reduction. This is a national appointment. We are not requesting any specific funds. They are hosting four different meetings from now to August 2023. Two of the meetings will be virtual and the other two will be somewhere within the United States, they will pay for travel expenses for Dr. Master if she is selected. There will only be 33 appointments nationwide. Tracey has a lot to offer this program.

Action Taken:

Chairman Schwebach: Motion to Approval to submit application for Tracey Master to participate on the National Association of Counties Opioid Solutions Leadership Network to study opioid abatement strategies across the continuum of care (prevention, treatment, recovery, and harm reduction) and share ideas for replicating or scaling strategies.

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

E. **DWI:** Approval of Local DWI Grant Amendment 1, that will allow the county to spend reverted funding.

Tracey Master – DWI Prevention Coordinator: You have before you grant agreement No. 1, Grant No. 23-D-G-31. This agreement is between the Department of Finance and Administration, Local Government Division, DWI, and Torrance County. At the end of FY22 we reverted \$6,473.66 in unexpended distribution funding. We reapplied for that funding and rewarded that money. I'm asking for your approval of this amendment so we can now spend the money.

Action Taken:

Chairman Schwebach: Motion to approve the Local DWI Grant Amendment

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

13. DISCUSSION

A. **MANAGER:** Discussion of concerns regarding road work, gravel, reconstruction, cattle guards on Pinos Wells Road. (Louie Perea)

Madam County Manager Barela: This was placed on the agenda at the request of our constituent, Louie Perea. He has communicated to our road department and to me. I have not followed up personally the way I told him I would. I appreciate the fact that he is here today to present his concerns.

Louie Perea – Torrance County Resident: I live off of Hwy 42 in Cedarville. I have lived out there for about 16 years and the problems have been the same since. It's in the middle of nowhere, there is no school bus route. There is a young mother who takes her three children to Highway 42 in Cedarville, there is a community of about 7 or 8. I understand the workforce has changed. A lot of the issue is staffing, there is not enough people. It seems the county spends a lot of money on equipment and the equipment sits untouched for months at a time. Maybe better scheduling of employees to rotate time throughout the area and better pay. From what I understand the county pays less than the state. Why can we use the same resources or pay the employees more and do with less equipment. If it's going to sit around, what do we need it for. There is a gravel pit five miles from Pinos Wells, the Pounds own the pit and said they can have as much gravel as they need. It's a matter of when and how they are going to get out there. The roads are terrible, there a 10 cattle guards between Cedarville and Pinos Wells. Half of the cattle guards are pathetic. When can we get it done?

Chairman Schwebach: I think it's time we take a different comprehensive approach on actively managing these roads. Without moisture you can't maintain these roads. When we had the moisture, we were not only short on manpower we had some tragedies and accidents within the department. I also hear you with you are tired of the excuses. This Commission has talked about the 4-day workweek, we need to look into that for the road department to give them a more flex schedule, to the time of moisture. That is something we need to look at as long as the pay structure.

Leonard Lujan - Road Superintendent: We know we will keep getting complaints, our roads need work. My truckers that haul gravel are on blades, I do not have enough employees to run everything I have. We are six employees down, I have two out, one is in ICU, another is with his son who is in ICU. We have a mile that is priority will be done by the end of December. I have talked to Louie a few times; I told him since the beginning of the year that by the end of December we will gravel a mile of the road. We tried to build the shoulder up on Spangler Rd. We didn't have anyone to put on roller. We just got a steel wheel; this will help make the roads look better. We can't get employees, we have upped the pay scale, no one wants to work.

Chairman Schwebach: Are your current employees willing to work more hours?

Leonard Lujan - Road Superintendent: They are working Fridays and Saturdays trying to get caught up. We are trying to blade all the roads and then start fixing them. We had roads that had no ruts now have ruts.

Commissioner McCall: Do we have too many blades?

Leonard Lujan - Road Superintendent: We don't when we are fully staffed. We should be running 10 machines, 10 different districts. We are only running 9 currently. We need to figure out how to keep employees. We can contract trucks to haul material but have to stay within the procurement of how much we do, otherwise we have to go out for bid.

Chairman Schwebach: Would it help if we put something like that into place?

Leonard Lujan - Road Superintendent: It would because I can keep blades going while we are trying to fix some of the holes we have out there.

Chairman Schwebach: That is something we can incorporate and have a standing contract throughout the year as needed as this rate.

- B. MANAGER:** Set date and time of the Special Commission Meeting where the Torrance County Board of County Commissioners will convene as the County Canvassing Board to review/certify the canvass of the 2022 General Election results.

Sylvia Chavez Chief Deputy County Clerk: I need to start my canvass, anytime next week you are available. It needs to be within 10 days from the election.

Chairman Schwebach: From what I saw from the audit, there is no way to canvass what is out there. We had anomalies, do we have any explanations on those ballots, from the primary election?

Madam County Manager Barela: As a follow up to what I reported as the unofficial results of the audit. I had a visitor that had extensive knowledge of elections and was an Elections Director at the Secretary of State's Office under a different administration. This individual brought to my attention the tabulator tapes. In particular, one specific race that I did not address. It was on the Republican ballot for the Public Education Commissioner, write-in. When we were given the canvass, it showed 35 votes were casted by hand tally for this candidate on the republican side. The canvass the commissioners were given showed this candidate received 28 votes. Secretary of States official results showed 29 votes. I was not given access to any of the ballots that were supposedly put into the auxiliary bin. I did not feel that was a race I could audit because I didn't have the ballots to property audit. I included it in the report of what it was in comparison to our hand tally that was done as part of the audit, along with how many ballots the canvass showed that they had that were hand tallied and provisional ballots and how much was reported on the canvass. I did not compare how many votes the tabulator tape showed for that race. When this was brought to my attention in some ways, I thought, okay this might be where the ballots are missing, because I don't have a copy of them. When I find out something new, I find I have more questions. For example: at the Torreon Community Center on the tabulator tape, it has write-in 11, total votes 11, number of over votes 0, number of under votes 79 and they marked out 11 on both the write in and the total votes and entered the number 1 to each one of those. I want the Commissioners and the public to know, these are what was presented to the Commissioners as part of the canvass.

Because there were 5 ballots in the general bin that had write-in candidates, I want to go through all the ballots I have and look for this write-in candidate. Each one have already been included in my audit. So far out of the 284 ballots I have been able to account for 9.

Chairman Schwebach: We still need to operate under our existing statute. This Commission is looking at whether or not we agree with it or have issues with it and how to deal with it. At this point we can give no direction to the Clerk, nor should we because they are operating under a set of parameters. Our current task is to set the date to canvass, how about Thursday November 17th, 2022, at 9:00 AM?

Madam County Manager Barela: I have been in communication with the Sheriff's office in regard to the information I have. I have turned it over to them. In my meeting with the State Police, I made them aware of what we are dealing with.

Trying to take the ballots into custody will require a warrant, this will have to be done through the District Attorney's office and a court order. We are looking at established probable cause is there. This is unchartered territory for our Sheriff's office, we are trying to find every avenue we can to take care of things and to do it the legal and right way.

Chairman Schwebach: Canvass set for Thursday November 17th, 2022, at 9:00 AM

C. MANAGER'S REPORT

1) Change in McIntosh Polling Location – McIntosh polling location is moved from the McIntosh - District 3 Fire Station to the Torrance County Dispatch Center in the Training Room, located at 753 Salt Mission Trail, McIntosh, NM. Signage will assist voters.

Madam County Manager Barela: We were trying to get the word out that the polling location was changed for the McIntosh location. This was published Thursday of last week.

Sylvia Chavez Chief Deputy County Clerk: We needed a better environment for not only the voters but my precinct workers and having them in more of an office space rather than a fire station. I do appreciate the County Fire department for allowing us to use their space for a polling location. We got compliments, it was warmer, they didn't have headaches at the end of the day from the exhaust from the fire trucks. It had to be moved for the simple fact there may not have been heating in the building. I spoke with Cristine Romero (Dispatch) and Samantha O'Dell (Emergency Manager) both were in agreement and as far as I know everything went well. No complaints from dispatch that it interfered with their daily duties.

F. COMMISSIONER'S REPORT:

Commissioner McCall, District 1: None

Commissioner Schwebach, District 2:

Thank you for all the support of all that did come out and voted with almost 50% participation.

Commissioner Candelaria, District 3:

I'm working with DOT district 6; they have some used cattle guards. I'm working to see if we can get some. Our Condolences to Hanna Sanchez for the loss of her mother.

14. EXECUTIVE SESSION:

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

Special Commission meeting November 17th, 2022, 9:00 AM, Torrance County Admin Building.

Regular Commission meeting December 14, 2022, 9:00 AM, Torrance County Admin Building.

16. Signing of Official Documents

17. Adjourn.

Action Taken:

Commissioner Candelaria: Motion to Adjourn.

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: - Yes; Commissioner Schwebach – Yes; Commissioner McCall: -Yes: **MOTION CARRIED**

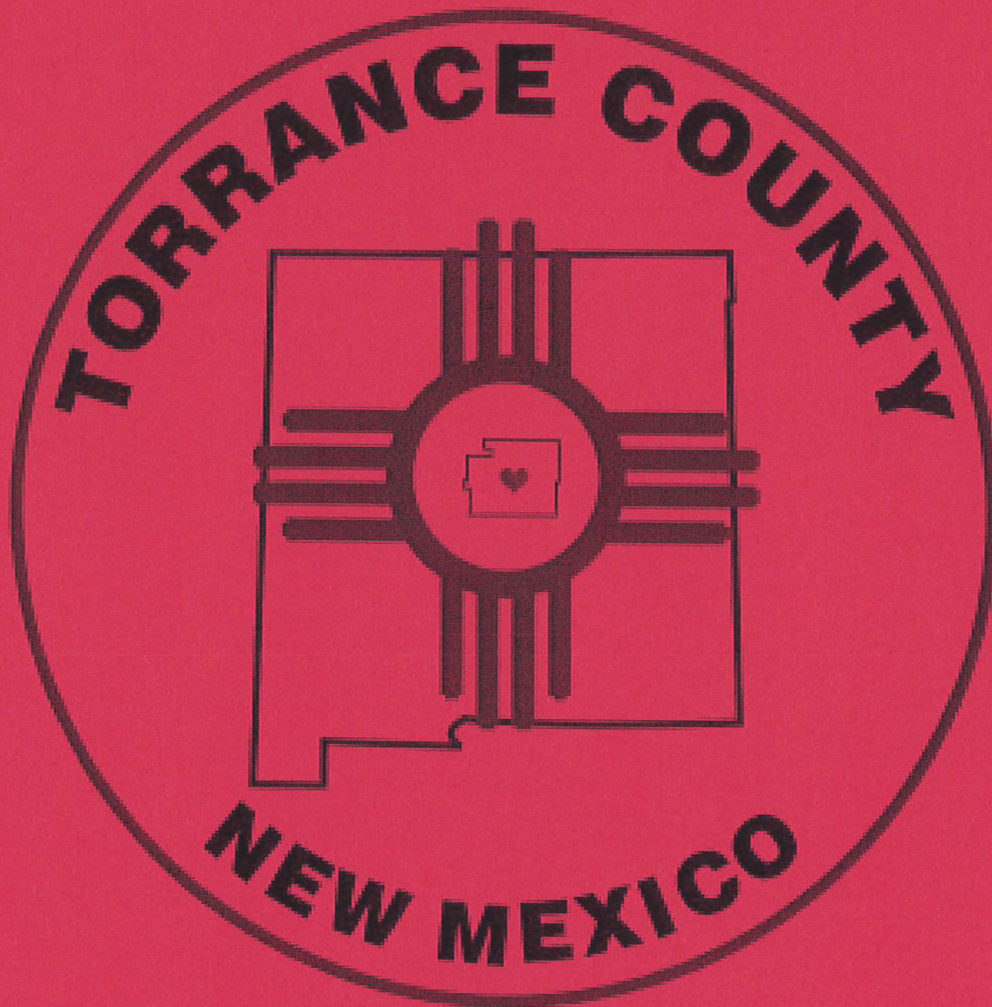
Meeting adjourned at 12:11 PM

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

The Video of this meeting can be viewed in its entirety on the Torrance County NM website.



*Agenda Item
No. 8-C*

DRAFT

Torrance County Board of Commissioners

Special Admin Meeting

November 17, 2022

9:00 AM

Commissioners Present: RYAN SCHWEBACH – CHAIR
KEVIN MCCALL – VICE CHAIR
LEROY CANDELARIA – MEMBER

Others Present: JANICE BARELA - COUNTY MANAGER
JUAN TORRES - DEPUTY COUNTY MANAGER,
INTERIM FINANCE DIRECTOR
SYLVIA CHAVEZ - CHIEF DEPUTY CLERK
VALERIE SMITH – ADMINISTRATIVE ASSISTANT
GREG GALLEGOS - CONSULTANT

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at 9:04 A.M.

2. PLEDGE

Chairman Schwebach: Led the Pledge of Allegiance.

INVOCATION:

Commissioner McCall: Led the invocation.

3. PUBLIC COMMENT AND COMMUNICATIONS

Chairman Schwebach: Asked if there was anyone signed up for public comment.

Madam County Manager Barela: Introduced those who had signed up in person for public comment.

Valerie Smith, County Clerk Admin Assistant III: Read a speech (hereto attached) expressing support for Deputy County Clerk Sylvia Chavez, who has stepped into the role of County Clerk Yvonne Otero. Ms. Otero has not been seen at the County Clerk's Office for over 40 days.

Stephen Garrett, Resident, Candidate: Submitted a written request to the canvass board, pursuant to Election Code 1-13-9, for a recheck of the canvass.

Shari Thigpen: Read from the NM Constitution, explained that the Constitution is the supreme law of the land and believes that the government of New Mexico needs to pay attention and start following it better.

She worked as a Challenger on Election Day. She felt that the Challengers were not welcome there, and that they were treated rudely. She said that people were not listened to. She read Section 8 of the Constitution, which states that the people of New Mexico have a right to a free and fair election. She believes that because the precincts are allowed to vote wherever they want, that the Voting Convenience Centers have made voting easier to cheat. She said that she believes her and others right to vote was suppressed.

Ms. Thigpen said that the report submitted to the Secretary of State did not match during the canvass. She said that there was no way to verify that the ballots matched and that the people that voted had their vote count.

Samantha Bowman, Torrance County Resident: Stated that it was difficult for her and her friends to vote because the lines were so long, and she believes that their right to vote was stolen from them because they had plans and couldn't wait in line to vote without missing out on their plans.

She believes that the Commission should not vote to certify the canvass. She does not want them to be held accountable for mistakes she believes have happened and that will come to light at some point in the future.

Brady Ness, of the American People: He understands that there are concerns with voting systems, but believes it is due to massive fraud and that there is corruption on every level of government. He mentioned that the government is just a shadow government run by a corporation. He believes that they are stealing the American

people's land. He also believes that there are questions about the primary election at best, but treason at worst.

He wants to know how votes went down in multiple major races in New Mexico.

Destry Hunt: Mr. Hunt does not like the new Voter Convenience Centers (VCCs) and thinks they have been pushed on the people. Believes VCCs are inconvenient.

The Clerk's Office handled watchers and challengers well during the General Midterm Election. He said he only saw Libertarians at the voting precincts watching or challenging.

The Canvass Board is meeting today. He believes it is not possible with VCC's for transparency.

Sam Chavez: Spoke out about Deputy County Clerk Sylvia Chavez and how she has fulfilled her role very well during the General Midterm Election. He also went on to say that Count Clerk Yvonne Otero is still being paid her salary yet has not worked in over 40 days, and that it was not right, and it is job abandonment.

Deputy Clerk Chavez is a professional, is dedicated to her job and her employees, and she will back up her work.

Stefani Lord, Representative- House District 22 (REP): Found an attorney to look over the audit that was done. Ms. Lord and her team reached out to the Secretary of State and received a very vague letter back. They are sending another letter and expressed that they are frustrated.

She brought forth a bill to stop using Dominion voting machines, but that bill died.

She believes it is in Torrance County's best interest to do an audit, but she is wondering where all the people who were "screaming for a forensic audit on social media" went. She doesn't see them, or any money they have raised to do the audit. She needs to find out how much a recount would cost. She is afraid that one anomaly will lead to another and wants to know what happened.

Speaking about Yvonne Otero, County Clerk, she said that someone who is an elected official and has done something wrong, been exposed, and will not step down should be impeached.

Shane Lutrick: Thanked Stefani Lord for her help. He said that he and a lot of people he knows have put their lives on hold and have put a lot of their own money forth to do the audits. He thinks this is a non-partisan issue. A lot of the

Libertarians used to be Republicans but wanted to be more involved, so they switched parties. He is learning the best he can about the voting system. He wants to know how to reconcile the numbers on the absentee roster. He wants people to know that he understands how Deputy County Clerk Sylvia Chavez's hands have been tied throughout this election process, but that she has worked as much as she can to fix the election process here in Torrance County.

Jenette Hunt, Torrance County Resident: She knows that people were excited to have Yvonne Otero as County Clerk as she has worked in the Clerk's office for many years, and then her true character was shown. She is upset that Ms. Otero is still collecting a paycheck but has not done anything in months. She said that she had heard good things about Deputy County Clerk Sylvia Chavez, but you don't truly know anyone's character until you see how they have worked.

She sees that the Commissioners like to delegate to the County Manager but does not see what they themselves are doing.

She is upset that the Commission will not be doing everything they can do. She believes that they did not do everything that they should have done while being the Canvass Board. She said that she would like to see them do something now. She doesn't believe they should vote to certify.

Rob Wagner, Torrance County Resident: Disappointed that the machines are still being used. He believes that paying for an audit is the only thing that makes any sense these days. He is upset that they have laid out their time and money and he doesn't see anything changing. He said that he is tired of being at the County offices every week and that he wished that he "didn't have to be."

4. ADOPTION OF RESOLUTION

A. ROAD: Resolution 2022-56, approving Transportation Project Fund Agreement for completion of Martinez Road paving project with revised agreement provided by New Mexico Department of Transportation (NMDOT) to correct NMDOT share.

Chairman Schwebach: Opened the floor for discussion regarding Resolution 2022-56.

Cheryl Allen, Torrance County Grants Manager: This resolution supersedes 2022-53. This agreement was issued previously by the NMDOT for the Martinez Road Project. Their share of the project cost, which was supposed to be 95% of the total cost, was reported as greater than the total cost. This is the corrected agreement that must be signed before the project may commence. The total cost shows as \$767,987.75. The NMDOT share will be \$729,588.36. The County's required matching share of 5% is \$38,399.39. Anything that goes over the estimated amount, the County shall be required to cover.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-56, approving Transportation Project Fund Agreement for completion of Martinez Road paving project with revised agreement provided by New Mexico Department of Transportation (NMDOT) to correct NMDOT share.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION PASSED.

5. APPROVALS

A. FIRE: Discussion/Approval of Memorandum of Understanding (MOU) between the City of Moriarty and Torrance County for mutual aid involving fire suppression. (Deferred from 11/9/2022)

Chairman Schwebach: Opened the floor for discussion of item.

Don Dirks, Torrance County Fire Chief: This was carried over from the previous meeting and was left on a question of the EMS agreement involved in this. Moriarty decided they wanted to change the terms at the last minute; Madam County Manager Barela went to one of their meetings. The agreement now no longer includes EMS, just automatic and mutual aid with the Fire Departments for

fire suppression.

Chairman Schwebach: There are pending contract negotiations with Superior and the County's overall departments. It is a conversation that needs to be had soon.

Madam County Manager Barela: She said that the City of Moriarty is not going to stop helping the County occasionally because they took the EMS services out of the contract.

Chief Dirks: Thinks that this was a political move and that they have still lined up to help Torrance County.

Commissioner McCall: Wanted to know what Moriarty will cover regarding automatic aid.

Chief Dirks: As far as Automatic Aid is concerned, there is a map in the back of the agreement that shows where they will still help in Torrance and gave examples of Echo Ridge and Sunset Acres.

Commissioner McCall: Asked when the contract with Superior is expiring and asked Chief Dirks if he had reached out to Superior to see if they could mend the relationship between Torrance and Superior.

Chief Dirks: The end of January in 2023 is when it expires.

Madam County Manager Barela: Chris Archuleta of Superior has prepared a counteroffer; this includes working with just one ambulance instead of two.

Chairman Schwebach: This defines automatic versus mutual aid. He said that the EMS pulling out is necessary due to the County's current negotiations. He said it makes more sense to have the option to add it back in later, rather than to have to remove it later.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the Memorandum of Understanding (MOU) between the City of Moriarty and Torrance County for mutual aid involving fire suppression.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION PASSED.

B. FIRE: Seeking additional funding for District 2's renovation due to issues that arose during the renovation. (Deferred from 11/9/2022)

Chairman Schwebach: Opened the floor for discussion regarding seeking additional funding for District 2's renovation due to issues that arose during the renovation.

Chief Dirks: The Chief had contacted six separate companies, and only two companies replied. The first, Nick Quint of Southwest Land Development, came and did a quote which is in the packet. The other gentleman from IDIQ gave a quote. There is a large price difference, one is a poly tank, and one is a concrete tank.

The tank that is in there is leaking and will not hold water.

Levi from the NM Environment came out and did an inspection to tell them what they needed to get back up to code.

Chairman Schwebach: Prefers to go for the concrete sewer.

Don Dirks, Torrance County Fire Chief: Explained that he had called about six different septic places, wants to go with the proposal from IDIQ. he was only able to speak to two companies. The difference is around \$7,500 between IDIQ on the lower end and Southwest Land Development in the higher end.

ACTION TAKEN:

Commissioner McCall: Made a motion to go with the bid for the basic job from IDIQ.

Chairman Schwebach: Seconded the motion.

Roll Call Vote:

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

MOTION PASSED.

BRREAK from approximately 9:10 to 9:18.

Chairman Schwebach: Reconvened the meeting, and then asked Attorney Mike Garcia for an explanation regarding Stephen Garrett's request that was put forth during Public Comment.

Attorney Mike Garcia: Explained what Mr. Garrett had asked for. He wants a judge to do a check of the canvass. It can be as simple as taking it at face value. This does not authorize and automatically trigger a hand count. If a judge orders it, then that is a different situation. Until that happens, it is just a request for a check of the canvass until then.

C. CLERK: Torrance County Board of County Commissioners convene as County Canvassing Board to review/certify the canvass of 2022 General Election.

Chairman Schwebach: Turned over the discussion to Chief Deputy Clerk Sylvia Chavez.

Chief Deputy Clerk Chavez: Introduced herself and explained what she would be presenting. She thanked her election workers and thanked her staff for their long hours and dedication to their jobs. She thanked Attorney Mike Garcia for his help in gaining access to the ballot boxes via a signed judicial order. Some of the election workers forgot to leave the write-in hand tally ballots out of the ballot box so that they may be counted. She successfully retrieved them.

She explained that she had sworn and took an oath to be prepared to do this job, that is to present the votes that were cast. As the Chief Deputy Clerk, she has confirmed that she has the power to oversee an election in the case of the County Clerk's absence, as this did happen this election.

The first item that Chief Deputy Clerk Chavez presented was Item #1 (see packet) and that would have been known in the past as roster cover, signature roster cover and end of day roster cover. It had how many ballots were printed and how many spoiled ballots there were, and the signatures of the election officials. The first page tells how many ballots were issued (414 at Estancia High School Gym) and the last page tells how many people voted (414, same location.) She then went through all the polling locations.

Looking at the Early/In Person Torrance County Admin in Estancia, the total is 673, with one provisional ballot voted, and the total ballots is 673. The second page says that there were 673 people that voted at the Torrance County Admin Building.

Commissioner Schwebach: Asked what happened with the provisional ballot.

Chief Deputy Clerk Chavez: that the system that day had been running very slow, and she was a same-day registration walk-in. She had waited about 45 minutes, so she had her vote provisional.

Commissioner McCall: Asked if there were a certain number of ballots printed and ready to go, and if they are printed by the machine, why can't it print one just for her?

Chief Deputy Clerk Chavez: No, they are printed on demand, and she was not in the system yet because the Same Day Registration (SDR) was running slowly. She had to vote provisional because she was not in the system.

The next page is for Early/ In Person Alternate site. The tabulator total is 1423. There is a discrepancy on this. A permit was printed twice for the same voter, and they couldn't go back the next day to fix it, but it was not a ballot, just a permit.

She went on to the Absentee Roster Reconciliation Sheet. This is always difficult to decipher. The accounting says that 595 ballots were accepted, with three UOCAVA (overseas voters). That is a total of 598 absentee. On the second part, it says 587 total ballots went through the machine, with eight hand tally ballots and three UOCAVA. That is 598 absentees.

Chairman Schwebach: Asked for more clarification on the absentee ballots. There were 646 ballots issued, but not everyone returns them.

Chief Deputy Clerk Chavez: Explained the same thing again. On the side it says ballots rejected, and those rejections could be for several reasons, such as not being able to be fed into the machine, or that the machine could not read it. There could be ambiguous mark somewhere on the ballot, or their information is not spelled correctly. These are unable to be accepted.

Commissioner McCall: Asked about all the spoiled ballots.

Deputy Clerk Chavez: Explained that a lot of them are because someone inadvertently voted twice in the same race.

She then explained the absentee by mail. There are tapes for every day that the polls were open. Every race is on the tapes, and nothing was cut off. She explained about the tapes with all zeros, those are called zeros tapes, and they are done before the polls have accepted any ballots to show that there are no ballots already in the machine. She read the total numbers from the tapes, which all matched the end of day roster covers. The tape is long because there are tapes for every day that the polls were open. Every day the polls were open, there are signatures because they needed to be signed at the end of every day.

The next site, Early-in person voting did the same thing.

Commissioner McCall: Asked about the numbers on the tape for the absentee machine.

Chairman Schwebach: Asked what the “protective counter” number is.

Chief Deputy Clerk Chavez: Explained that the absentee/early voting office is the only place that that machine had been. They are given a name and serial number. On the roster cover and end of day report, they have the tabulator number and serial number. The “protective counter” number is a number that tells you the lifespan of the tabulator. It is how many ballots have been counted over the life of it.

She continued to read the tape totals and look at the roster covers. All the totals reconcile with the end of day totals and roster numbers.

She explained that when looking at the tabulator tapes, they all have a number and name. If you look at the numbers of ballots that were printed, ballot on demand gives the same numbers. That is the check-and balance. For the one she was looking at, the Mountainair Dr. Saul Community Center, the name is VCCABS0894 Absentee, and this number coincides with the number on the next report that she showed the Commission.

She then explained to the Commission how she and Genell Morris did not have the write-ins. If there is a write-in, when you look at the tabulator tapes, it will say that there are “x” amount of write-ins. This is how we knew that we didn’t have them. A write-in will automatically get kicked aside to the write-in bin and will be counted as a write-in. At the end of election night, the election workers were to put the write-ins in a separate folder they are given labeled “write-in ballots,” and they were supposed to be given to Ms. Chavez on election night. Ms. Chavez and Mrs. Morris figured out that the tabulator tapes said they had write-ins but there were

some missing from what they had been given. With the help of Attorney Mike Garcia, they were able to obtain a court order to open five ballot boxes to retrieve the write-ins that had not been given to Ms. Chavez.

Chairman Schwebach: Asked why the Torreon Community Center had numbers that did not look the same as the others, that the start of the roll said “106 cast,” and “106 votes,” then a sign off there, with a zero count, then at the end it says, “total cast, total voters 61?”

Chief Deputy Clerk Chavez: They started to lose power. When the machine turned back on, it gave a number. When it was plugged back in there were 61 voters so far. It kept the total of 61 as a fail-safe so that number was not lost. It is like the early vote, it got to a power save point. It wouldn't accept any ballots without being fully charged. The tape that says 61 should not have been placed at the end of the Torreon packet, it should have been with the totals.

Madam County Manager Barela: She requested and received the documents that showed the totals, on one separated, and on one together.

Chairman Schwebach: Asked if these can be printed at any time or only when the power goes down.

Chief Deputy Clerk Chavez: Only when the power goes down.

Chairman Schwebach: Asked if this had happened before.

Chief Deputy Clerk Chavez: This was the first time for her.

Chief Deputy Chavez then presented Exhibit 3, the Canvass of the Returns of the General Election. This report shows exactly how many votes each candidate received at each polling location. She read every candidate's total votes. There were no questions.

She then moved on to Exhibit 4, the Summary by Site. This tells you how many voters there were at each polling location, and which precinct they came from.

Chief Deputy Clerk Chavez showed the Commission that having VCCs works for the County, as exhibited by the amount of people that vote in precincts other than their own. She gave the Commission this exhibit as an extra frame of reference for where the people vote and how many voters are in the County. This also shows just what the people of the County need.

Commissioner McCall: Asked if the tabulator will alert when there is a double print, for instance with the 1424/1423?

Chief Deputy Clerk Chavez: The tabulator will not, but at the end of day when the numbers are input from the tabulator to the ballot on demand, it will give an indication that the numbers do not balance. Green shows a balanced number, red shows it is not balanced.

The next report, Exhibit 5, shows the total amounts of voters in each location. She read all the final numbers, including hand tallies, provisionals and write-ins. There were no questions. Ms. Chavez explained that blue is absentee, green is early voting, and yellow is election day voting.

She gave the actual race totals.

Exhibit 6 shows the Election Summary Report of all contests, all districts, all tabulators, and all counting groups.

Chairman Schwebach: Asked Chief Deputy Chavez to explain the write-ins.

Chief Deputy Clerk Chavez: Explained the write-ins that were up for election.

There were 2 write-in candidates, the first being United States Representative, District 1, and the Commissioner of Public Lands. There were 58 ballots altogether that were kicked into the write-in bucket, but only 42 of them counted as a vote.

Chairman Schwebach: Asked why only 42 counted, and if all the races were hand tallied or if just the write-ins were hand-tallied.

Chief Deputy Clerk Chavez: Everything except the write-in candidate race is counted by the tabulator. The ones that are not valid are the ones where someone circled the write in but didn't write the actual name. Say for instance a name is misspelled; if they can see the intention of the voter, it will be counted.

Chairman Schwebach: Asked about the court order to get the write-ins.

Chief Deputy Clerk Chavez: Explained again that with the help of Attorney Mike Garcia, they were able to obtain a court order to open five ballot boxes to retrieve the write-ins that had not been given to Ms. Chavez on election night.

Chairman Schwebach: Asked Mr. Greg Gallegos what he had to say as a consultant to the County for the election canvass.

Greg Gallegos, Consultant: Said that Chief Deputy Chavez did a great job with the election, provided everything that was needed, and he did not see any discrepancies, minus the hand tallies and provisionals, and they all balance out.

Chairman Schwebach: Said that he looked at all the tapes, the tabulators IDs which all matched up, and he sees no discrepancy.

Commissioner McCall: Asked Chief Deputy Chavez if she had implemented the counting of the ballots by precinct workers at the end of election night.

Chief Deputy Clerk Chavez: Answered in the affirmative. All but one of the precincts gave her their count sheet, and the ballots added up. She asked that the Commissioners approve her certification of the Election Canvass for the 2022 General Election.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve certification of the 2022 General Election Certification.

Commissioner Candelaria: Seconded the motion.

Chairman Schwebach: From what he has seen, and considering all of the issues that have arisen previously, he believes that Chief Deputy County Clerk Sylvia Chavez has done a great job of running the election, and that he sees no discrepancies in the results.

Roll Call Vote:

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

MOTION PASSED.

6. DISCUSSION

A. MANAGER: Update on Torrance County Unofficial Audit of 2022 Primary Election.

Madam County Manager Barela: Gave a follow up on the unofficial audit of the 2022 Primary Election. She wanted to follow up on some of the comments made during the public comment portion of the meeting.

First, when she first did her audit, she stated that there were 284 ballots from the Republican party missing. Since then, someone recommended that she contact Bobbie S. Shearer, former NM Elections Director. Ms. Shearer came the next day to look at what Madam County Manager had in hopes of reconciling the numbers she had with the canvass sent to the State of New Mexico. She suggested that Madam County Manager look again at the write-in ballots. She did this, and it showed that there was a Republican candidate on the ballot across all precincts. There was a total of 313 votes. The largest amount voted had been in Moriarty/Edgewood schools with 66. She said that she was told by the County Clerk that she was not allowed to have the ballots because there was a small number of ballots and was told that it would compromise the privacy of the voters. She does not believe that 313 is such a small number that it would have compromised anyone's privacy. If she were allowed to have them from the beginning, that there would have been a completely different audit report. She thinks that a thorough report would have been able to be completed. Chief Deputy Clerk Chavez provided Madam County Manager Barela with the absentee ballots that were not previously provided. Within this group there were 10 hand tallied ballots, one Libertarian and nine Republican. On the ballot tabulator tape, it says that there were 14 write-ins, she went through the other ballots and found the five write-ins that were missing for the Republicans because the tape machine did not kick them to the write-in bin as it is programmed to do.

Madam County Manager Barela and Senaida Anaya went through the copies of the ballots again. They were able to identify one more write-in for the Libertarians, and an additional 42 that were supposed to be diverted but were not. This means that she is missing 271 Republican ballots. The additional deleted that she was able to account for leaves 262 missing Republican ballots. They would like for Chief Deputy Clerk Sylvia Chavez or if possible, to get Yvonne Otero, the County Clerk, to call the Clerk's office and let them know where the ballots are.

She knows that if she had just gotten the ballots that she had asked for, she would have been able to reconcile the votes with the canvass and there would not have been such a gigantic issue.

She is hoping that she can get access to the ballots and then give a final report.

Commissioner Candelaria: Asked what this audit has cost the County so far.

Deputy County Manager Juan Torres: There is not an accurate accounting for the audit cost. The grand total is roughly \$37,434. The employee time is what is not accurate, but right now it looks like the total is around \$21,000.

Chairman Schwebach: Thanked Chief Deputy Clerk Sylvia Chavez for everything she has done.

7. EXECUTIVE SESSION

A. COMMISSION: Discuss threatened or pending litigation in which the public body is or may become a participant, closed pursuant to NMSA, Section 10-15-1(H)(7) specifically, 2022 General Election Issues.

There was no executive session this day.

8. ADJOURN

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn the meeting at approximately 11:57 A.M.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION PASSED.

MEETING ADJOURNED AT: 11:57 A.M. APPROXIMATELY

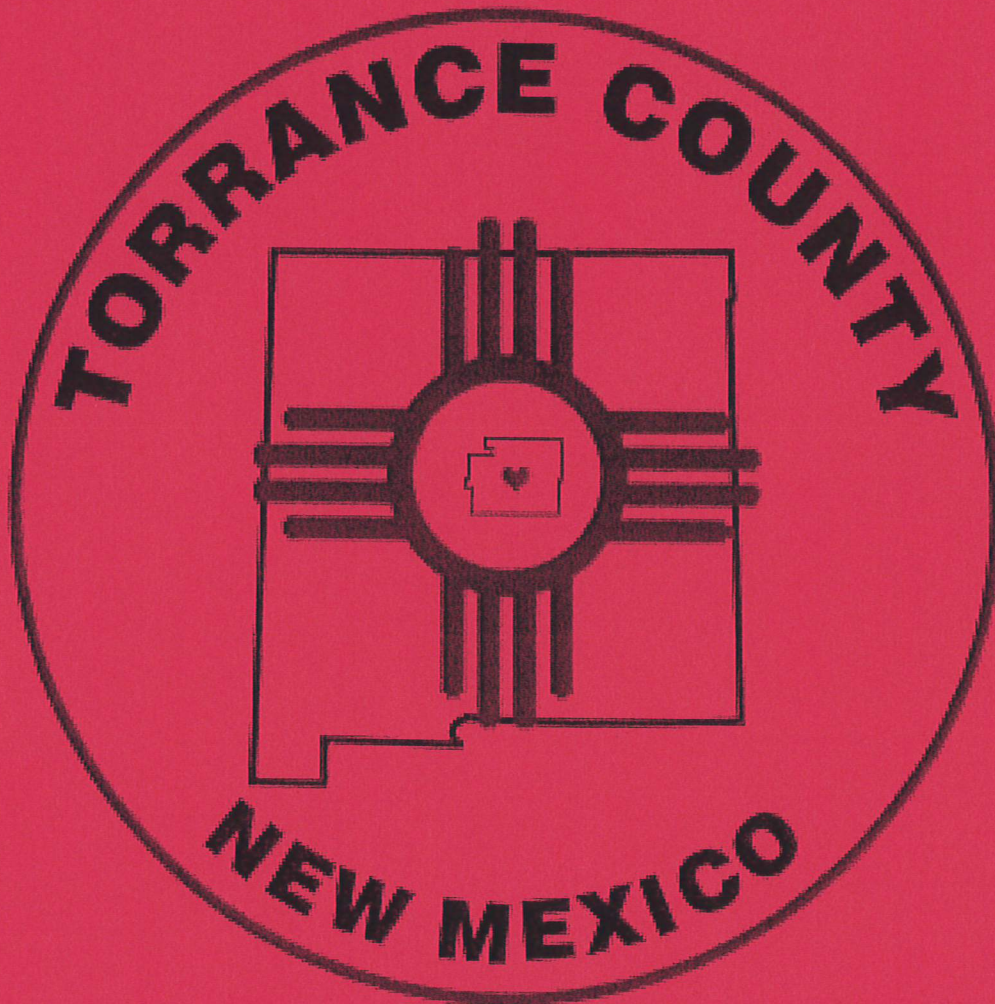
Signed By:

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

**Valerie Smith – Admin Assistant,
Torrance County Clerk’s Office**

Date: / / 2022

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.



*Agenda Item
No. 9-A*

TOTAL CHECKS PRINTED 377

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 \$987,377.85 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/02/2022. 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 ACCOUNT 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 UNDESIGNED 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



Torrance County, NM

Check Report

By Check Number

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
418	COLUMBUS BANK AND TRUST	11/08/2022	EFT	0.00	2,218.10	14
5189	SUNRISE BANK	11/08/2022	EFT	0.00	2,300.17	15
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	672.07	16
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	1,619,746.85	17
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	90,654.86	18
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	367.99	19
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	3,981.13	20
1232	CORECIVIC INC.	11/16/2022	EFT	0.00	1,687,645.50	21
418	COLUMBUS BANK AND TRUST	11/22/2022	EFT	0.00	1,109.05	22
5189	SUNRISE BANK	11/22/2022	EFT	0.00	1,182.43	23
1232	CORECIVIC INC.	12/01/2022	EFT	0.00	181,310.38	24
418	COLUMBUS BANK AND TRUST	12/07/2022	EFT	0.00	1,109.05	25
5189	SUNRISE BANK	12/07/2022	EFT	0.00	1,094.74	26
419	AFLAC	11/14/2022	Regular	0.00	-2,793.04	121872
4270	COLONIAL LIFE	11/14/2022	Regular	0.00	-174.78	121873
4834	DELTA DENTAL OF NEW MEXICO INC	11/14/2022	Regular	0.00	-2,474.75	121874
5019	GLOBE LIFE & ACCIDENT INSURANCE	11/14/2022	Regular	0.00	-185.00	121875
4339	LIBERTY NATIONAL LIFE INSURANCE	11/14/2022	Regular	0.00	-1,187.61	121876
4987	NEW YORK LIFE	11/14/2022	Regular	0.00	-107.00	121877
2021	PRE-PAID LEGAL SERVICES, INC	11/14/2022	Regular	0.00	-93.19	121878
4832	PRESBYTERIAN HEALTH PLAN	11/14/2022	Regular	0.00	-80,027.68	121879
4843	RELIANCE STANDARD DISABILITY	11/14/2022	Regular	0.00	-1,447.40	121880
4835	RELIANCE STANDARD LIFE INSURANCE	11/14/2022	Regular	0.00	-2,240.58	121881
4844	RELIANCE STANDARD VISION	11/14/2022	Regular	0.00	-1,239.24	121882
2787	WASHINGTON NATIONAL INSURANCE CO	11/14/2022	Regular	0.00	-39.98	121883
5562	TYLER TECHNOLOGIES, INC	11/14/2022	Regular	0.00	-14,603.69	122119
5562	TYLER TECHNOLOGIES, INC	11/14/2022	Regular	0.00	-2,856.09	122120
5562	TYLER TECHNOLOGIES, INC	11/14/2022	Regular	0.00	-1,922.43	122121
5562	TYLER TECHNOLOGIES, INC	11/14/2022	Regular	0.00	-15,107.91	122122
5562	TYLER TECHNOLOGIES, INC	11/14/2022	Regular	0.00	-6,504.28	122123
233	PUBLIC EMPLOYEES RETIREMENT	11/14/2022	Regular	0.00	-958.87	122323
3	4 RIVERS EQUIPMENT, LLC	11/03/2022	Regular	0.00	203,492.80	122645
5450	AMAZON BUSINESS	11/03/2022	Regular	0.00	1,413.45	122646
	Void	11/03/2022	Regular	0.00	0.00	122647
5450	AMAZON BUSINESS	11/03/2022	Regular	0.00	199.00	122648
5450	AMAZON BUSINESS	11/14/2022	Regular	0.00	-199.00	122648
5408	BANK OF AMERICA	11/03/2022	Regular	0.00	173.70	122649
2306	BLUETARP FINANCIAL, INC.	11/03/2022	Regular	0.00	2,383.99	122650
5604	BRAYCON COMPANIES, LLC	11/03/2022	Regular	0.00	3,391.00	122651
5239	CHAVEZ, VIOLA GABRIELA	11/03/2022	Regular	0.00	104.00	122652
4383	DE LAGE LANDEN FINANCIAL SERVICE	11/03/2022	Regular	0.00	270.84	122653
4705	DOUBLE H AUTO	11/03/2022	Regular	0.00	410.70	122654
5319	DUCHARME, ARTHUR	11/03/2022	Regular	0.00	95.00	122655
2555	EVSWA	11/03/2022	Regular	0.00	8,549.15	122656
2555	EVSWA	11/03/2022	Regular	0.00	9,121.39	122657
2555	EVSWA	11/03/2022	Regular	0.00	16,672.44	122658
3064	FROST, JIM	11/03/2022	Regular	0.00	95.00	122659
944	GRAINGER, INC.	11/03/2022	Regular	0.00	39.75	122660
214	HART'S TRUSTWORTHY HARDWARE	11/03/2022	Regular	0.00	104.28	122661
214	HART'S TRUSTWORTHY HARDWARE	11/14/2022	Regular	0.00	-104.28	122661
3929	HENRY SCHEIN MATRX MEDICAL	11/03/2022	Regular	0.00	100.00	122662
5677	Hunt, Soren G	11/03/2022	Regular	0.00	25.00	122663
3383	INSURANCE SERVICES OF NEW MEXICO	11/03/2022	Regular	0.00	100.00	122664
5602	LA HACIENDA LATH & PLASTER LLC	11/03/2022	Regular	0.00	3,702.50	122665

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5674	Lifeline Training LTD.	11/03/2022	Regular	0.00	359.00	122666
947	LUNA, ANNETTE P	11/03/2022	Regular	0.00	104.00	122667
5621	MAGOURILOS, FRANK G.	11/03/2022	Regular	0.00	1,583.00	122668
VEN01121	Marez, Mia	11/03/2022	Regular	0.00	3,532.00	122669
3729	MARLIN BUSINESS BANK	11/03/2022	Regular	0.00	283.80	122670
877	MOUNTAIN STATES CONSTRUCTORS INC	11/03/2022	Regular	0.00	70,413.25	122671
195	NM BOARD OF PHARMACY	11/03/2022	Regular	0.00	180.00	122672
3884	NM BOARD OF VETERINARY MEDICINE	11/03/2022	Regular	0.00	200.00	122673
3884	NM BOARD OF VETERINARY MEDICINE	11/14/2022	Regular	0.00	-200.00	122673
5051	NM LOCKING SYSTEMS	11/03/2022	Regular	0.00	31.07	122674
901	NM TEEN COURT ASSOCIATION	11/03/2022	Regular	0.00	50.00	122675
2194	ORKIN INC.	11/03/2022	Regular	0.00	135.08	122676
2194	ORKIN INC.	11/03/2022	Regular	0.00	122.11	122677
3858	PRESBYTERIAN MEDICAL SERVICES	11/03/2022	Regular	0.00	22,506.00	122678
5020	PUBLIC SAFETY PSYCHOLOGY GROUP	11/03/2022	Regular	0.00	377.13	122679
215	RICH FORD SALES	11/03/2022	Regular	0.00	125.37	122680
4969	ROMERO, JOANNE L	11/03/2022	Regular	0.00	104.00	122681
3462	SAMBA HOLDINGS, INC.	11/03/2022	Regular	0.00	253.33	122682
VEN01120	Sarno, Jacob Lane	11/03/2022	Regular	0.00	4,257.00	122683
5426	SENERGY PETROLEUM, LLC	11/03/2022	Regular	0.00	10,321.95	122684
5550	SMYTHE, JERIKA	11/03/2022	Regular	0.00	104.00	122685
3331	SOUTHWEST PROPANE LLC	11/03/2022	Regular	0.00	578.68	122686
VEN01107	Spike's Tactical, LLC	11/03/2022	Regular	0.00	564.95	122687
3978	STAPLES BUSINESS ADVANTAGE	11/03/2022	Regular	0.00	15.58	122688
VEN01116	US Corrections, LLC	11/03/2022	Regular	0.00	3,739.00	122689
1	WAGNER EQUIPMENT CO.	11/03/2022	Regular	0.00	4,958.84	122690
4875	WARE, SIDNEY K	11/03/2022	Regular	0.00	1,604.73	122691
3823	WITMER PUBLIC SAFETY GROUP	11/03/2022	Regular	0.00	2,107.88	122692
5408	BANK OF AMERICA	11/09/2022	Regular	0.00	410.00	122693
4705	DOUBLE H AUTO	11/09/2022	Regular	0.00	13.99	122694
4957	EMERGENCY REPORTING	11/09/2022	Regular	0.00	17,766.98	122695
50	EMW GAS ASSOCIATION	11/09/2022	Regular	0.00	2,570.70	122696
	Void	11/09/2022	Regular	0.00	0.00	122697
51	ESTANCIA, TOWN OF	11/09/2022	Regular	0.00	1,730.45	122698
1862	GALLS LLC	11/09/2022	Regular	0.00	97.00	122699
1862	GALLS LLC	11/09/2022	Regular	0.00	1,509.45	122700
5019	GLOBE LIFE & ACCIDENT INSURANCE	11/09/2022	Regular	0.00	185.00	122701
168	GUSTIN ELECTRIC	11/09/2022	Regular	0.00	1,500.00	122702
214	HART'S TRUSTWORTHY HARDWARE	11/09/2022	Regular	0.00	279.33	122703
3929	HENRY SCHEIN MATRX MEDICAL	11/09/2022	Regular	0.00	1,082.18	122704
4576	LUCERO, JESUS	11/09/2022	Regular	0.00	485.00	122705
3111	MASTER, TRACEY	11/09/2022	Regular	0.00	175.00	122706
1139	MOUNTAINAIR, TOWN OF	11/09/2022	Regular	0.00	236.94	122707
3884	NM BOARD OF VETERINARY MEDICINE	11/09/2022	Regular	0.00	100.00	122708
3884	NM BOARD OF VETERINARY MEDICINE	11/09/2022	Regular	0.00	100.00	122709
1096	NM RETIREE HEALTH-CARE AUTHORI	11/09/2022	Regular	0.00	5,652.73	122710
5307	NUBE GROUP	11/09/2022	Regular	0.00	238.67	122711
1711	POSITIVE PROMOTIONS	11/09/2022	Regular	0.00	2,403.90	122712
5572	RAH Intermediate, LLC	11/09/2022	Regular	0.00	412.35	122713
3978	STAPLES BUSINESS ADVANTAGE	11/09/2022	Regular	0.00	372.86	122714
5296	THE MASTER'S TOUCH, LLC.	11/09/2022	Regular	0.00	598.19	122715
1335	TORRANCE COUNTY	11/09/2022	Regular	0.00	72.98	122716
299	UNM MEDICAL GROUP, INC.	11/09/2022	Regular	0.00	4,508.00	122717
5199	US AUTO GLASS, INC.	11/09/2022	Regular	0.00	275.00	122718
5339	US BANK CORPORATE PAYMENT SYSTEM	11/09/2022	Regular	0.00	24,148.08	122719
	Void	11/09/2022	Regular	0.00	0.00	122720
5389	VIA HOMES & DEVELOPMENT LLC	11/09/2022	Regular	0.00	3,022.76	122721
3498	WESTERN TRAILS VETERINARY INC.	11/09/2022	Regular	0.00	600.00	122722
3207	AIRGAS USA LLC	11/16/2022	Regular	0.00	1,420.83	122723
66	ALBUQUERQUE PUBLISHING CO.	11/16/2022	Regular	0.00	118.27	122724
5450	AMAZON BUSINESS	11/16/2022	Regular	0.00	1,773.32	122725

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	11/16/2022	Regular	0.00	0.00	122726
4818	AMBITIONS TECHNOLOGY GROUP LLC	11/16/2022	Regular	0.00	15,448.49	122727
3769	ANAYA, SENAIDA	11/16/2022	Regular	0.00	500.00	122728
1795	ARTESIA FIRE EQUIPMENT INC	11/16/2022	Regular	0.00	198.50	122729
5408	BANK OF AMERICA	11/16/2022	Regular	0.00	1,646.77	122730
5264	BIDDLE CONSULTING GROUP, INC.	11/16/2022	Regular	0.00	1,995.00	122731
5612	BLUE SKY UPFITTING, LLC	11/16/2022	Regular	0.00	578.30	122732
2306	BLUETARP FINANCIAL, INC.	11/16/2022	Regular	0.00	123.42	122733
1405	BNY MELLON - AS TRUSTEE: SFCAD	11/16/2022	Regular	0.00	380.00	122734
859	BOUND TREE MEDICAL, LLC	11/16/2022	Regular	0.00	60.48	122735
5614	CHAVEZ, EMMAROSE	11/16/2022	Regular	0.00	6,305.00	122736
4270	COLONIAL LIFE	11/16/2022	Regular	0.00	77.69	122737
5416	CRYSTAL SPRINGS	11/16/2022	Regular	0.00	4.00	122738
4705	DOUBLE H AUTO	11/16/2022	Regular	0.00	543.47	122739
4979	DT AUTOMOTIVE	11/16/2022	Regular	0.00	3,315.00	122740
156	EASTVIEW	11/16/2022	Regular	0.00	468.51	122741
2554	EPCOR USA, INC.	11/16/2022	Regular	0.00	106.55	122742
2555	EVSWA	11/16/2022	Regular	0.00	12,770.96	122743
4123	FIRST VETERINARY SUPPLY	11/16/2022	Regular	0.00	111.86	122744
430	FLEMING CHEMICAL CO INC	11/16/2022	Regular	0.00	43.26	122745
5359	GALLAGHER BENEFIT SERVICES, INC.	11/16/2022	Regular	0.00	2,700.00	122746
1862	GALLS LLC	11/16/2022	Regular	0.00	200.00	122747
3456	GUSTIN HARDWARE INC.	11/16/2022	Regular	0.00	588.02	122748
214	HART'S TRUSTWORTHY HARDWARE	11/16/2022	Regular	0.00	78.21	122749
214	HART'S TRUSTWORTHY HARDWARE	11/16/2022	Regular	0.00	76.32	122750
3929	HENRY SCHEIN MATRX MEDICAL	11/16/2022	Regular	0.00	252.73	122751
662	IAAO	11/16/2022	Regular	0.00	240.00	122752
5206	INK THEORY SCREEN PRINTING	11/16/2022	Regular	0.00	773.46	122753
4892	INTELLICHOICE, INC	11/16/2022	Regular	0.00	7,414.86	122754
VEN01122	KGH Strategies LLC	11/16/2022	Regular	0.00	1,077.50	122755
5222	LA MERCED DE PUEBLO DE TAJIQUE	11/16/2022	Regular	0.00	600.00	122756
VEN01121	Marez, Mia	11/30/2022	Regular	0.00	-6,887.00	122757
VEN01121	Marez, Mia	11/16/2022	Regular	0.00	6,887.00	122757
4797	METZGER, KAYLA	11/16/2022	Regular	0.00	3,395.00	122758
721	MORIARTY FOODS	11/16/2022	Regular	0.00	239.74	122759
129	MORIARTY, CITY OF	11/16/2022	Regular	0.00	370.72	122760
1139	MOUNTAINAIR, TOWN OF	11/16/2022	Regular	0.00	800.00	122761
591	NATIONAL ASSOCIATION OF COUNTIES	11/16/2022	Regular	0.00	450.00	122762
177	NEW MEXICO COUNTIES	11/16/2022	Regular	0.00	550.00	122763
4819	NEXTIVA INC	11/16/2022	Regular	0.00	2,427.10	122764
4464	NM APPARATUS LLC	11/16/2022	Regular	0.00	9,278.47	122765
195	NM BOARD OF PHARMACY	11/16/2022	Regular	0.00	100.00	122766
3884	NM BOARD OF VETERINARY MEDICINE	11/16/2022	Regular	0.00	150.00	122767
25	NM COUNTY INSURANCE AUTHORITY	11/16/2022	Regular	0.00	1,462.68	122768
25	NM COUNTY INSURANCE AUTHORITY	11/16/2022	Regular	0.00	21,426.00	122769
VEN01102	NM Local Government Law, LLC	11/16/2022	Regular	0.00	10,094.40	122770
5051	NM LOCKING SYSTEMS	11/16/2022	Regular	0.00	31.07	122771
1385	NM TAXATION & REVENUE	11/16/2022	Regular	0.00	516.00	122772
5307	NUBE GROUP	11/16/2022	Regular	0.00	333.78	122773
1449	P & M SIGNS INC	11/16/2022	Regular	0.00	106.80	122774
5528	PETERS, NICHOLE	11/16/2022	Regular	0.00	40.00	122775
1334	PITNEY BOWES BANK INC PURCHASE POWER	11/16/2022	Regular	0.00	2,015.00	122776
2015	PLATEAU WIRELESS	11/16/2022	Regular	0.00	2,220.91	122777
3859	PRUDENTIAL OVERALL SUPPLY	11/16/2022	Regular	0.00	971.55	122778
5424	QPR INSTITUTE, INC.	11/16/2022	Regular	0.00	1,228.50	122779
107	QWEST CORPORATION	11/16/2022	Regular	0.00	323.04	122780
3462	SAMBA HOLDINGS, INC.	11/16/2022	Regular	0.00	465.10	122781
5426	SENERGY PETROLEUM, LLC	11/16/2022	Regular	0.00	11,714.54	122782
5047	SMITH, KENDRA	11/16/2022	Regular	0.00	10,159.00	122783
5335	SOUTHERN TIRE MART	11/16/2022	Regular	0.00	17,171.60	122784
5323	SOUTHWEST COPY SYSTEMS	11/16/2022	Regular	0.00	7.51	122785

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3978	STAPLES BUSINESS ADVANTAGE	11/16/2022	Regular	0.00	306.54	122786
5296	THE MASTER'S TOUCH, LLC.	11/16/2022	Regular	0.00	9,929.03	122787
5605	TRANSWORLD NETWORK CORP.	11/16/2022	Regular	0.00	174.00	122788
5199	US AUTO GLASS, INC.	11/16/2022	Regular	0.00	1,685.00	122789
5339	US BANK CORPORATE PAYMENT SYSTEM	11/16/2022	Regular	0.00	339.15	122790
5315	WEST PUBLISHING CORPORATION	11/16/2022	Regular	0.00	234.44	122791
3393	WEST, KATHLEEN A.	11/16/2022	Regular	0.00	150.00	122792
3823	WITMER PUBLIC SAFETY GROUP	11/16/2022	Regular	0.00	2,748.29	122793
5626	Zoll Medical Corporation	11/16/2022	Regular	0.00	4,223.04	122794
50	EMW GAS ASSOCIATION	11/21/2022	Regular	0.00	372.33	122795
419	AFLAC	11/22/2022	Regular	0.00	2,773.38	122796
3207	AIRGAS USA LLC	11/22/2022	Regular	0.00	2,122.54	122797
5450	AMAZON BUSINESS	11/22/2022	Regular	0.00	800.98	122798
4818	AMBITIONS TECHNOLOGY GROUP LLC	11/22/2022	Regular	0.00	1,599.20	122799
4270	COLONIAL LIFE	11/22/2022	Regular	0.00	77.69	122800
4834	DELTA DENTAL OF NEW MEXICO INC	11/22/2022	Regular	0.00	5,049.06	122801
4705	DOUBLE H AUTO	11/22/2022	Regular	0.00	1,129.52	122802
40	EYE ASSOCIATES OF NM	11/22/2022	Regular	0.00	132.00	122803
5019	GLOBE LIFE & ACCIDENT INSURANCE	11/22/2022	Regular	0.00	185.00	122804
944	GRAINGER, INC.	11/22/2022	Regular	0.00	962.75	122805
214	HART'S TRUSTWORTHY HARDWARE	11/22/2022	Regular	0.00	11.84	122806
4846	HORIZONS OF NEW MEXICO	11/22/2022	Regular	0.00	28.75	122807
4339	LIBERTY NATIONAL LIFE INSURANCE	11/22/2022	Regular	0.00	1,196.64	122808
4987	NEW YORK LIFE	11/22/2022	Regular	0.00	214.00	122809
4464	NM APPARATUS LLC	11/22/2022	Regular	0.00	653.69	122810
1096	NM RETIREE HEALTH-CARE AUTHORI	11/22/2022	Regular	0.00	5,720.20	122811
4592	PENGUIN MANAGEMENT INC.	11/22/2022	Regular	0.00	1,152.90	122812
5603	PFEIFER VETERINARY SERVICES, LLC	11/22/2022	Regular	0.00	98.00	122813
2021	PRE-PAID LEGAL SERVICES, INC	11/22/2022	Regular	0.00	186.38	122814
4832	PRESBYTERIAN HEALTH PLAN	11/22/2022	Regular	0.00	85,289.12	122815
317	PRESBYTERIAN KASEMAN HOSPITAL	11/22/2022	Regular	0.00	631.00	122816
3859	PRUDENTIAL OVERALL SUPPLY	11/22/2022	Regular	0.00	870.35	122817
	Void	11/22/2022	Regular	0.00	0.00	122818
4843	RELIANCE STANDARD DISABILITY	11/22/2022	Regular	0.00	1,442.20	122819
4835	RELIANCE STANDARD LIFE INSURANCE	11/22/2022	Regular	0.00	2,266.17	122820
4844	RELIANCE STANDARD VISION	11/22/2022	Regular	0.00	1,267.90	122821
3928	ROBERTS TRUCK CENTER OF NM LLC	11/22/2022	Regular	0.00	974.99	122822
5426	SENERGY PETROLEUM, LLC	11/22/2022	Regular	0.00	2,422.74	122823
3978	STAPLES BUSINESS ADVANTAGE	11/22/2022	Regular	0.00	702.88	122824
3915	STERICYCLE, INC.	11/22/2022	Regular	0.00	43.72	122825
1335	TORRANCE COUNTY	11/22/2022	Regular	0.00	86.48	122826
2787	WASHINGTON NATIONAL INSURANCE CO	11/22/2022	Regular	0.00	79.96	122827
3823	WITMER PUBLIC SAFETY GROUP	11/22/2022	Regular	0.00	15.80	122828
329	WS DARLEY & CO	11/22/2022	Regular	0.00	276.00	122829
4964	AT & T MOBILITY LLC	11/23/2022	Regular	0.00	8,896.88	122830
	Void	11/23/2022	Regular	0.00	0.00	122831
5408	BANK OF AMERICA	11/23/2022	Regular	0.00	117.70	122832
106	CENTRAL NM ELECTRIC COOP.	11/23/2022	Regular	0.00	8,291.27	122833
	Void	11/23/2022	Regular	0.00	0.00	122834
5666	Chavez- Mitchell, Alanna	11/23/2022	Regular	0.00	360.00	122835
2636	CHAVEZ, BERNICE	11/23/2022	Regular	0.00	360.00	122836
5486	CHAVEZ, STELLA L.	11/23/2022	Regular	0.00	65.00	122837
5239	CHAVEZ, VIOLA GABRIELA	11/23/2022	Regular	0.00	360.00	122838
3391	CINTAS CORPORATION NO. 2	11/23/2022	Regular	0.00	238.16	122839
4901	GARCIA, ALYSHA	11/23/2022	Regular	0.00	200.00	122840
5502	GARCIA, ANNTONETT YVONNE	11/23/2022	Regular	0.00	201.25	122841
5496	GARCIA, ARYKA	11/23/2022	Regular	0.00	200.00	122842
4896	GARCIA, JOYCE	11/23/2022	Regular	0.00	360.00	122843
1156	GARLEY, MARINA	11/23/2022	Regular	0.00	200.00	122844
4609	GUTIERREZ, MARY R.	11/23/2022	Regular	0.00	200.00	122845
1702	HINDI, YVONNE	11/23/2022	Regular	0.00	220.00	122846

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1161	JENKINS, DARLENE I.	11/23/2022	Regular	0.00	180.00	122847
3712	JOHNSTON, DANIELLE	11/23/2022	Regular	0.00	200.00	122848
2705	KANE, MS. ETHEL JANELL	11/23/2022	Regular	0.00	180.00	122849
5435	KAYSER, HAYLEE	11/23/2022	Regular	0.00	65.00	122850
2927	KAYSER, SARAH	11/23/2022	Regular	0.00	65.00	122851
3713	KOLL, REBECCA L	11/23/2022	Regular	0.00	200.00	122852
5179	LEAF CAPITAL FUNDING LLC	11/23/2022	Regular	0.00	1,191.30	122853
5492	LOPEZ, JAMES	11/23/2022	Regular	0.00	200.00	122854
5144	LORI LEE ALDERATE	11/23/2022	Regular	0.00	200.00	122855
2527	LOVATO, MARLA	11/23/2022	Regular	0.00	200.00	122856
2952	LUCERO, TAN YA	11/23/2022	Regular	0.00	200.00	122857
620	LUCERO, TINA M.A.	11/23/2022	Regular	0.00	231.25	122858
4897	LUJAN, GLINDA G	11/23/2022	Regular	0.00	200.00	122859
947	LUNA, ANNETTE P	11/23/2022	Regular	0.00	241.25	122860
2536	MAES, KAREN	11/23/2022	Regular	0.00	217.50	122861
2240	MASSEY, DEBBIE	11/23/2022	Regular	0.00	200.00	122862
5495	MAY, CATHERINE M.	11/23/2022	Regular	0.00	200.00	122863
4679	MENDEZ, ARLENE LORINE	11/23/2022	Regular	0.00	180.00	122864
5607	MOYA, REBECCA	11/23/2022	Regular	0.00	200.00	122865
5441	MURRAY, JULIE	11/23/2022	Regular	0.00	237.50	122866
2194	ORKIN INC.	11/23/2022	Regular	0.00	209.52	122867
2194	ORKIN INC.	11/23/2022	Regular	0.00	514.38	122868
3779	ORTIZ, PRISCILLA V	11/23/2022	Regular	0.00	251.25	122869
107	QWEST CORPORATION	11/23/2022	Regular	0.00	308.43	122870
107	QWEST CORPORATION	11/23/2022	Regular	0.00	66.66	122871
107	QWEST CORPORATION	11/23/2022	Regular	0.00	63.33	122872
107	QWEST CORPORATION	11/23/2022	Regular	0.00	125.10	122873
107	QWEST CORPORATION	11/23/2022	Regular	0.00	115.55	122874
107	QWEST CORPORATION	11/23/2022	Regular	0.00	123.02	122875
107	QWEST CORPORATION	11/23/2022	Regular	0.00	37.68	122876
107	QWEST CORPORATION	11/23/2022	Regular	0.00	273.22	122877
107	QWEST CORPORATION	11/23/2022	Regular	0.00	193.69	122878
107	QWEST CORPORATION	11/23/2022	Regular	0.00	544.59	122879
107	QWEST CORPORATION	11/23/2022	Regular	0.00	66.66	122880
107	QWEST CORPORATION	11/23/2022	Regular	0.00	270.53	122881
2954	RILEY, MARION	11/23/2022	Regular	0.00	200.00	122882
5150	ROBERTA CHAVEZ	11/23/2022	Regular	0.00	241.25	122883
883	ROMERO, GLORIA	11/23/2022	Regular	0.00	238.13	122884
4969	ROMERO, JOANNE L	11/23/2022	Regular	0.00	200.00	122885
5440	SANCHEZ, ELIAS	11/23/2022	Regular	0.00	220.00	122886
5580	SARNO, MADISON	11/23/2022	Regular	0.00	4,985.30	122887
2241	SHANFELDT, MARGARET M	11/23/2022	Regular	0.00	200.00	122888
3720	SHOVELIN, LINDA	11/23/2022	Regular	0.00	180.00	122889
5676	Sisneroz, Elizabeth	11/23/2022	Regular	0.00	200.00	122890
5539	SUMMITT FIRE & SECURITY LLC	11/23/2022	Regular	0.00	111.96	122891
5539	SUMMITT FIRE & SECURITY LLC	11/23/2022	Regular	0.00	180.00	122892
5684	Vanguard Media LLC	11/23/2022	Regular	0.00	2,149.61	122893
5439	VILLAFUERTE, NAOMI	11/23/2022	Regular	0.00	180.00	122894
5635	waldon, jessica	11/23/2022	Regular	0.00	360.00	122895
5611	ZAMORA, DENISE RENEE	11/23/2022	Regular	0.00	180.00	122896
5438	ZAMORA, TAMMY	11/23/2022	Regular	0.00	248.75	122897
3784	ZAMORA, VINCENT	11/23/2022	Regular	0.00	65.00	122898
5408	BANK OF AMERICA	12/01/2022	Regular	0.00	320.00	122899
859	BOUND TREE MEDICAL, LLC	12/01/2022	Regular	0.00	1,576.18	122900
1513	BRUCKNER TRUCK AND EQUIPMENT	12/01/2022	Regular	0.00	10,872.62	122901
4811	CAIN, DALLIE VON	12/01/2022	Regular	0.00	461.30	122902
VENO1138	CHAVEZ, DIEGO	12/01/2022	Regular	0.00	7,565.30	122903
5614	CHAVEZ, EMMAROSE	12/01/2022	Regular	0.00	316.30	122904
5363	CONNELL, GAVIN	12/01/2022	Regular	0.00	458.30	122905
3770	COOPERATIVE EDUCATIONAL SERVICES	12/01/2022	Regular	0.00	27,976.83	122906
5561	CULLIGAN ABQ LLC	12/01/2022	Regular	0.00	19.53	122907

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5478	ENCINIAS, BRODY	12/01/2022	Regular	0.00	8,208.72	122908
5352	ENCINIAS, ELIA NEA	12/01/2022	Regular	0.00	321.30	122909
4949	ENCINIAS, KINSEY	12/01/2022	Regular	0.00	5,060.05	122910
5469	HARRAL, CHLOEJEAN	12/01/2022	Regular	0.00	366.30	122911
214	HART'S TRUSTWORTHY HARDWARE	12/01/2022	Regular	0.00	31.98	122912
3929	HENRY SCHEIN MATRX MEDICAL	12/01/2022	Regular	0.00	71.65	122913
4846	HORIZONS OF NEW MEXICO	12/01/2022	Regular	0.00	25.83	122914
4772	KILLEBREW, KAYDENCE	12/01/2022	Regular	0.00	513.30	122915
4233	MABERRY, AMBER	12/01/2022	Regular	0.00	316.30	122916
5346	MALLORY SAFETY AND SUPPLY, LLC.	12/01/2022	Regular	0.00	331.83	122917
VENO1121	Marez, Mia	12/01/2022	Regular	0.00	3,743.30	122918
4978	MELLOY CHEVROLET	12/01/2022	Regular	0.00	88,092.00	122919
177	NEW MEXICO COUNTIES	12/01/2022	Regular	0.00	275.00	122920
5307	NUBE GROUP	12/01/2022	Regular	0.00	54.41	122921
5652	O'Dell, Samantha	12/01/2022	Regular	0.00	102.60	122922
5571	PHAM, KEVIN	12/01/2022	Regular	0.00	305.27	122923
3702	PROFESSIONAL DOCUMENT SYSTEMS	12/01/2022	Regular	0.00	68.21	122924
VENO1112	Quick Med Claims LLC	12/01/2022	Regular	0.00	1,169.35	122925
1776	RADIOLOGY ASSOCIATES	12/01/2022	Regular	0.00	242.00	122926
5426	SENERGY PETROLEUM, LLC	12/01/2022	Regular	0.00	19,895.92	122927
3331	SOUTHWEST PROPANE LLC	12/01/2022	Regular	0.00	811.60	122928
3978	STAPLES BUSINESS ADVANTAGE	12/01/2022	Regular	0.00	129.94	122929
1243	STAPLES NATIONAL ADVANTAGE	12/01/2022	Regular	0.00	21.74	122930
3915	STERICYCLE, INC.	12/01/2022	Regular	0.00	87.44	122931
1868	TAVENNER'S TOWING & RECOVERY	12/01/2022	Regular	0.00	950.78	122932
5366	TRUJILLO, CHASE	12/01/2022	Regular	0.00	296.30	122933
4799	WALDROP, BAILEY	12/01/2022	Regular	0.00	6,855.00	122934
5106	ORTIZ, ADRIAN	12/01/2022	Regular	0.00	3,945.48	122935
5380	VOYA HOLDINGS, INC.	11/10/2022	Bank Draft	0.00	1,615.55	DFT0000170
233	PUBLIC EMPLOYEES RETIREMENT	11/10/2022	Bank Draft	0.00	47,567.92	DFT0000171
448	NM TAXATION & REVENUE	11/10/2022	Bank Draft	0.00	7,032.43	DFT0000172
1656	INTERNAL REVENUE SERVICE	11/10/2022	Bank Draft	0.00	43,300.02	DFT0000173
5380	VOYA HOLDINGS, INC.	11/23/2022	Bank Draft	0.00	1,615.55	DFT0000174
233	PUBLIC EMPLOYEES RETIREMENT	11/23/2022	Bank Draft	0.00	48,218.94	DFT0000175
448	NM TAXATION & REVENUE	11/23/2022	Bank Draft	0.00	6,540.50	DFT0000176
1656	INTERNAL REVENUE SERVICE	11/23/2022	Bank Draft	0.00	39,938.93	DFT0000177
448	NM TAXATION & REVENUE	12/02/2022	Bank Draft	0.00	87.23	DFT0000179
1656	INTERNAL REVENUE SERVICE	12/02/2022	Bank Draft	0.00	522.18	DFT0000180
5380	VOYA HOLDINGS, INC.	12/08/2022	Bank Draft	0.00	1,615.55	DFT0000181
233	PUBLIC EMPLOYEES RETIREMENT	12/08/2022	Bank Draft	0.00	47,312.38	DFT0000182
448	NM TAXATION & REVENUE	12/08/2022	Bank Draft	0.00	6,253.85	DFT0000183
1656	INTERNAL REVENUE SERVICE	12/08/2022	Bank Draft	0.00	37,737.16	DFT0000184
233	PUBLIC EMPLOYEES RETIREMENT	12/07/2022	Bank Draft	0.00	1,992.50	DFT0000185
448	NM TAXATION & REVENUE	12/07/2022	Bank Draft	0.00	293.67	DFT0000186
1656	INTERNAL REVENUE SERVICE	12/07/2022	Bank Draft	0.00	1,317.47	DFT0000187
233	PUBLIC EMPLOYEES RETIREMENT	12/08/2022	Bank Draft	0.00	171.81	DFT0000188
448	NM TAXATION & REVENUE	12/08/2022	Bank Draft	0.00	46.71	DFT0000189

Check Report

Date Range: 11/03/2022 - 12/08/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1656	INTERNAL REVENUE SERVICE	12/08/2022	Bank Draft	0.00	1,242.22	DFT0000190

Bank Code Main Checking Summary

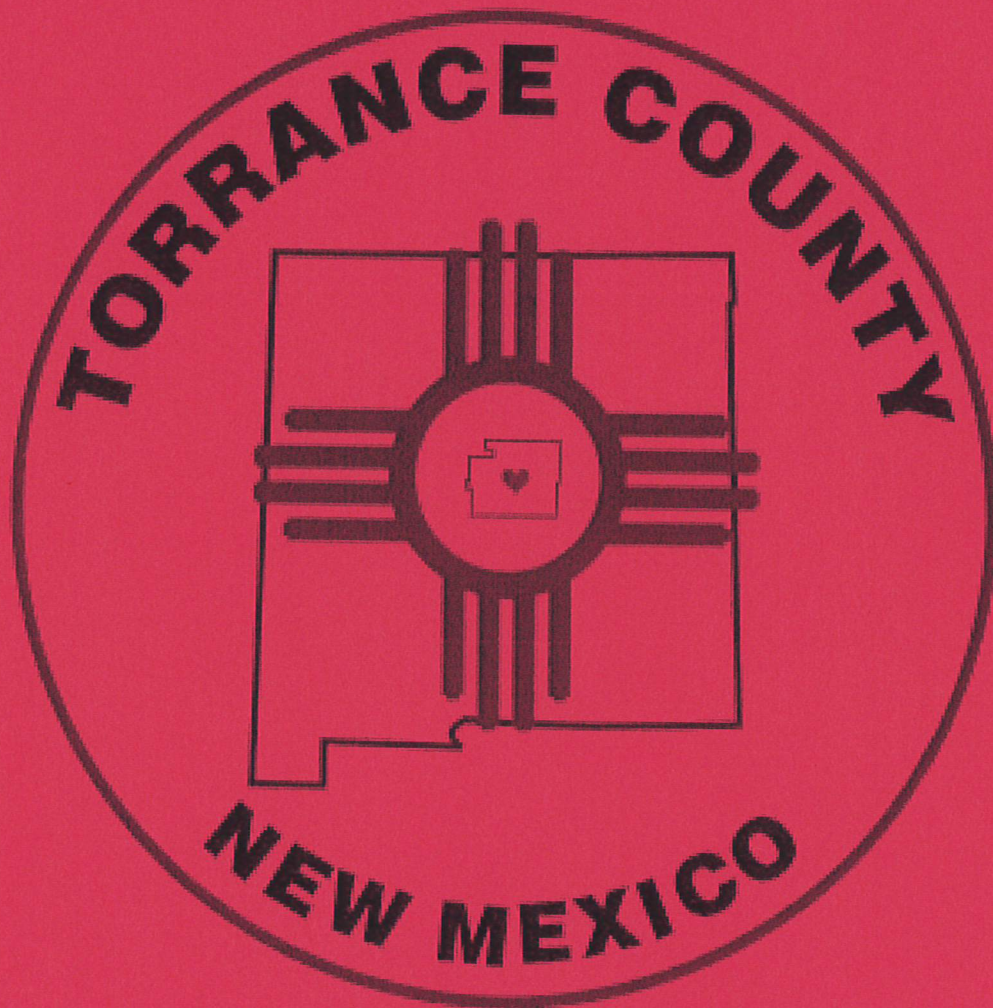
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	377	284	0.00	987,377.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	29	0.00	-141,353.80
Bank Drafts	20	20	0.00	294,422.57
EFT's	14	13	0.00	3,593,392.32
	411	346	0.00	4,733,838.94

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	377	284	0.00	987,377.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	29	0.00	-141,353.80
Bank Drafts	20	20	0.00	294,422.57
EFT's	14	13	0.00	3,593,392.32
	411	346	0.00	4,733,838.94

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2022	4,259,872.08
999	Pooled Cash	12/2022	473,966.86
			4,733,838.94



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

RESOLUTION

Torrance County

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

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

WHEREAS the total cost of the project will be \$277,696 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$ 208,272
and
Torrance County's proportional matching share shall be 25% or \$ 69,424

Torrance County shall pay all costs, which exceed the total amount of \$ 277,696

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

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

The agreement terminates on December 31, 2023, and the County of Torrance incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the Torrance County to enter into Cooperative Agreement Project **CAP**. Control Number L500514 with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to within the control of Torrance County in *Estancia*, New Mexico. **Project Termini** is as follows.

County Roads- Martinez Rd * from Hwy Old 66 and 344 go South on Edgewood 7 to Martinez Rd. turn East and go .15 miles to start of project for .6 miles to end of project. Total-.6 miles.

DONE THIS ___ DAY OF _____, 2022.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair Date

Kevin McCall, Member Date

Leroy Candelaria, Vice Chair Date

ATTEST:

County Clerk Date

Contract No. _____
Vendor No. 54405
Control No. L500514

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation /Improvement, Blading & Shaping** as described in Control No. **L500514**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Two Hundred Seventy-Seven Thousand, Six Hundred Ninety-Six Dollars (\$277,696)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$208,272**

Pavement Rehabilitation /Improvement, Blading & Shaping

2. Public Entity’s required proportional matching share shall be 25%: **\$69,424**

3. Total Project Cost: **\$277,696**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Seventy-Seven Thousand, Six Hundred Ninety-Six Dollars (\$277,696)**.

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

3. The Department Shall:

CAP

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page in intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

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

By: _____ Date: _____
Assistant General Counsel

Torrance County

By: _____ Date: _____
Title: _____

Attest: _____
Office Manager

**PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico State Highway & Transportation Department
District Five LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500514
Joint Powers Agreement No. (_____) Contract# _____

Entity: Torrance County/Road Department

Scope of Work (Including Routes and Termini): PAVEMENTREHABILITATION/DRAINAGE IMPROVEMENTS ON VARIOUS COUNTY ROADS within the control of Public Entity. County Roadways and Termini are.

County Roads- Martinez Rd* from Hwy Old 66 and 344 go South on Edgewood 7 to Martinez Rd. Turn East and go .15 miles to start of project for.6 miles to end of project.

I, the undersigned, in my capacity as (County Manager) of (Torrance County) state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).
2. Construction of the project was performed in accordance with standards and specifications set forth in:
"The current edition of the NMDOT Standard Specification for Highway & Bridge Construction"

And completed on or before Dec 31, 2023, and

3. That the total project cost of (\$277,696), with New Mexico State Highway & Transportation Department 75% share of (\$208,272) and the Public Entity 25% share of (\$69,424).

Name

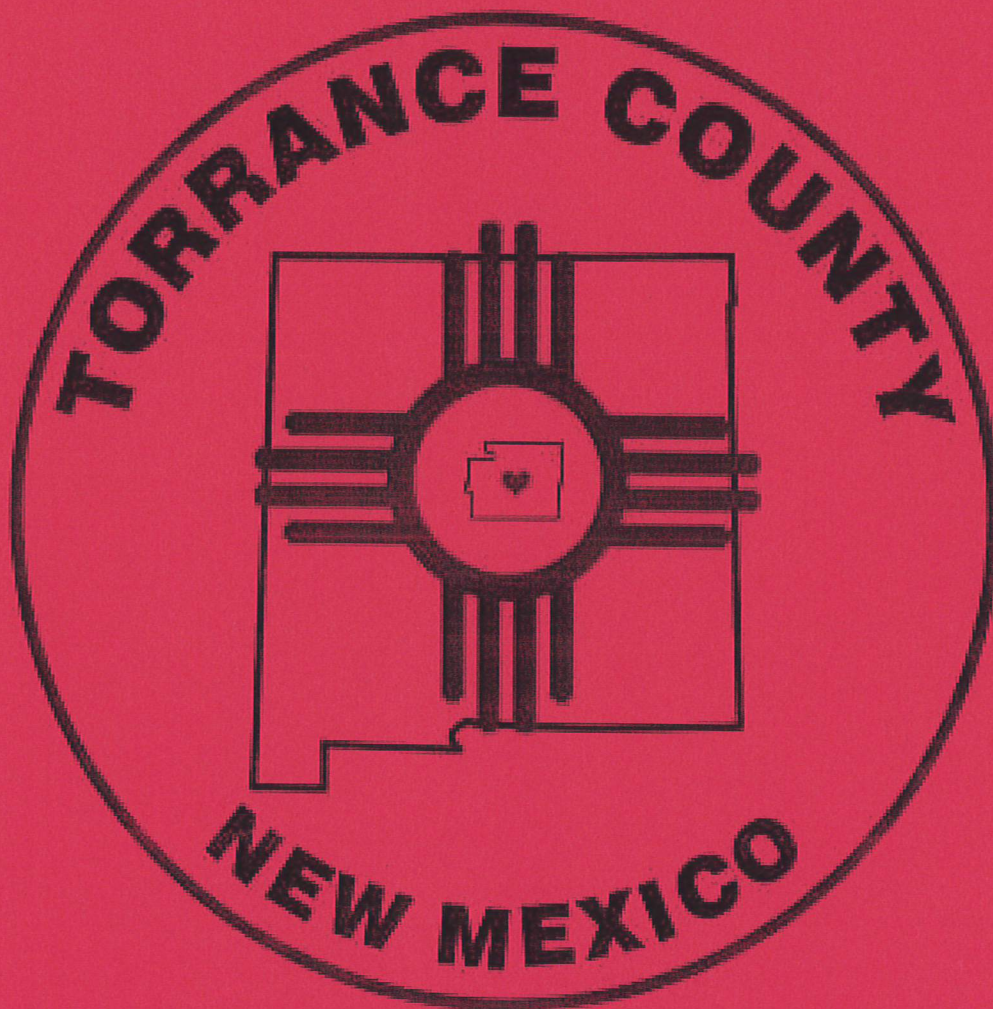
Date

Print Name

Torrance County Manager

Title

As Built of Costs and Quantities								
Entity:	Torrance County Road Department	DO:		CN:				
Project No.:	CAP 2022-23							
Termini:	County Roads- From Hwy old 66 and 344 go South on Edgewood 7 to Martinez Rd W. turn east on Martinez RD W go .15 miles to start of project for ,6 miles to end of project							
		Total Miles	0.6					
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of public entity.							
						Equipment	Labor	Materials
	Item Description	Unit	Final Quantity	Unit Cost	Final Cost			
	Equipment/Labor							
	Equipment	hours	240	\$28.800600	\$ 6,913.50	\$6,914		
	Labor	hours	360	\$16.854166	\$ 6,067.50		\$6,068	
	Material							
	Paving services		179.00	\$670.00	\$ 201,090.31			\$201,090
	Cold Mix	Tons	300.00	\$100.00	\$30,000.00			\$30,000
	tax				\$2,306.25			\$2,306
	water	gal	12000.00	\$0.05	\$600.00			
	Total Estimated Cost				\$246,977.56			
						\$6,914	\$6,068	\$233,397
							Total	\$246,978
						Project Cost		\$ 246,977.56
Torrance County Manager		Date:				Project Award		\$ 246,689.00
							over	\$ 288.56
							Paid by County	



*Agenda Item
No. 11-B*

RESOLUTION

Torrance County

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

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

WHEREAS the total cost of the project will be \$120,811 to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$ 90,608
and
Torrance County's proportional matching share shall be 25% or \$ 30,203

Torrance County shall pay all costs, which exceed the total amount of \$ 120,811

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

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

The agreement terminates on December 31, 2023, and the County of Torrance incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the Torrance County to enter into Cooperative Agreement Project **SB**. Control Number L500508 with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to within the control of Torrance County in *Estancia*, New Mexico. **Project Termini** is as follows.

County Roads- Martinez Rd * from Green Rd. go West to Lexco Rd, end of project* Total-3 miles.

Contract No. _____
Vendor No. 54405
Control No. L500508

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation /Improvement, Blading & Shaping** as described in Control No. **L500508**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Twenty Thousand, Eight Hundred Eleven Dollars (\$120,811)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$90,608**

Pavement Rehabilitation /Improvement, Blading & Shaping

2. Public Entity’s required proportional matching share shall be 25%: **\$30,203**

3. Total Project Cost: **\$120,811**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Twenty Thousand, Eight Hundred Eleven Dollars (\$120,811)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____
Office Manager

**PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico State Highway & Transportation Department
District Five LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500508
Joint Powers Agreement No. (_____) Contract# _____

Entity: Torrance County/Road Department

Scope of Work (Including Routes and Termini): PAVEMENTREHABILITATION/DRAINAGE IMPROVEMENTS ON VARIOUS COUNTY ROADS within the control of Public Entity. County Roadways and Termini are.

County Roads- Martinez Rd. * from Green Rd. go West 3 miles to Lexco Rd. end of project*

I, the undersigned, in my capacity as (County Manager) of (Torrance County) state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).
2. Construction of the project was performed in accordance with standards and specifications set forth in:
"The current edition of the NMDOT Standard Specification for Highway & Bridge Construction"

And completed on or before Dec 31, 2023, and

3. That the total project cost of (\$120,811), with New Mexico State Highway & Transportation Department 75% share of (\$90,608) and the Public Entity 25% share of (\$30,203).

Name

Date

Print Name

Torrance County Manager

Title

Estimated Summary of Costs and Quantities								
Entity:	Torrance County Road Department	DO:		CN:				
Project No.:	SB 2022-23							
Termini:	Martinez Rd-* From Green Rd. start of project go west for 3 miles to end of project at Lexco Rd.							
		Total Miles	3miles					
Scope of Work:	Pavement Rehabilitation/Improvements and Blading & Shaping on various county roads within the control of public entity.							
						Equipment	Labor	Materials
	Item Description	Unit	Final Quantity	Unit Cost	Final Cost			
	Equipment/Labor							
	Equipment	hours	375	\$36.802000	\$ 13,800.75	\$13,801		
	Labor	hours	577	\$15.811092	\$ 9,433.50		\$9,434	
	Material							
	1/2 Chips	Tons	900.00	\$20.00	\$ 18,000.00			\$18,000
	Tax				\$ 1,744.20			\$1,744
	HFE 100P	Tons	73.00	\$592.05	\$ 43,219.65			\$43,220
	Tax				\$ 3,323.60			\$3,324
	Cold Mix	Tons	150.00	\$100.00	\$ 15,000.00			\$15,000
	Tax				\$ 1,538.00			\$1,538
	Fog seal	Tons	29.00	\$469.77	\$ 13,623.33			\$13,623
	Tax				\$ 1,047.60			\$1,048
	Water	Gals	1600	\$0.05	\$ 80.00			\$80
	Total Estimated Cost				\$120,810.63			
						\$13,801	\$9,434	\$97,576
							Total	\$120,811
						Project Cost		\$ 120,810.63
Torrance County Manager		Date:				Project Award		\$ 120,060.00
						over		\$ 750.63
							Payed by County	



*Agenda Item
No. 11-C*

RESOLUTION

Torrance County

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

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

WHEREAS the total cost of the project will be **\$82,859** to be funded in proportional share by the parties hereto as follows:

New Mexico Department of Transportation's share shall be 75% or \$ **62,144**
and

Torrance County's proportional matching share shall be 25% or \$ **20,715**

Torrance County shall pay all costs, which exceed the total amount of \$ **82,859**

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

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

The agreement terminates on December 31, 2023, and the **County of Torrance** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Torrance County** to enter into Cooperative Agreement Project **SP**. Control Number **L500483** with the New Mexico Department of Transportation for LGRF Project for year 2022-2023 to within the control of **Torrance County** in **Estancia**, New Mexico. **Project Termini** is as follows.

County Roads- Ten Pines rd. and Los Pintos rd. *start project from Hwy 55 going West for 1.5 miles then North to end of project* total-2 miles.

Contract No. _____
Vendor No. 54405
Control No. L500483

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation /Improvement, Blading & Shaping, Miscellaneous** as described in Control No. **L500483**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **Eighty- Two Thousand, Eight Hundred Fifty-Nine Dollars (\$82,859)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$62,144**

Pavement Rehabilitation /Improvement, Blading & Shaping, Miscellaneous

2. Public Entity’s required proportional matching share shall be 25%: **\$20,715**

3. Total Project Cost: **\$82,859**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Eighty- Two Thousand, Eight Hundred Fifty-Nine Dollars (\$82,859)**.

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

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should

reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.

- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

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

By: _____ Date: _____
Assistant General Counsel

Torrance County

By: _____ Date: _____

Title: _____

Attest: _____
Office Manager

**PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico State Highway & Transportation Department
District Five LGRF Coordinator

Cooperative Agreement No. _____ Control No. L500483
Joint Powers Agreement No. (_____) Contract# _____

Entity: Torrance County/Road Department

Scope of Work (Including Routes and Termini): PAVEMENTREHABILITATION/DRAINAGE IMPROVEMENTS ON VARIOUS COUNTY ROADS within the control of Public Entity. County Roadways and Termini are.

County Roads- Ten Pines Rd. and Los Pintos Rd. *start project from Hwy 55 going West for 1.5 miles then North to end of project.

I, the undersigned, in my capacity as (County Manager) of (Torrance County) state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition).
2. Construction of the project was performed in accordance with standards and specifications set forth in:
"The current edition of the NMDOT Standard Specification for Highway & Bridge Construction"

And completed on or before Dec 31, 2023, and

3. That the total project cost of (\$82,859), with New Mexico State Highway & Transportation Department 75% share of (\$62,715) and the Public Entity 25% share of (\$20,715).

Name

Date

Print Name

Torrance County Manager

Title



*Agenda Item
No. 11-D*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2022-**

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Torrance County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$1,274,367.22 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or \$1,210,648.86

and

b. Torrance County's proportional matching share shall be 5% or \$63,718.36

TOTAL PROJECT COST IS \$1,274,367.22

The Torrance County shall pay all costs, which exceed the total amount of \$1,274,367.22

NOW THEREFORE, BE IT RESOLVED in official session that Torrance County determines, resolves, and orders as follows:

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

The agreement terminates on June 30, 2025, and the Torrance County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County enters into a Cooperative Agreement for Project Control Number LP50037 with the New Mexico Department of Transportation for the TPF Program for year 2023 for Ewing Road Improvement-From Hwy 41 and Hwy 542 proceed West on 542 for 9.9 miles to Ewing Rd start of project continue west for 4.6 miles to end of project at Hwy 55. Beginning mile point W 106 ending mile point N 34- within the control of the Torrance County in New Mexico.

DONE THIS _____ DAY OF _____, 2022.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

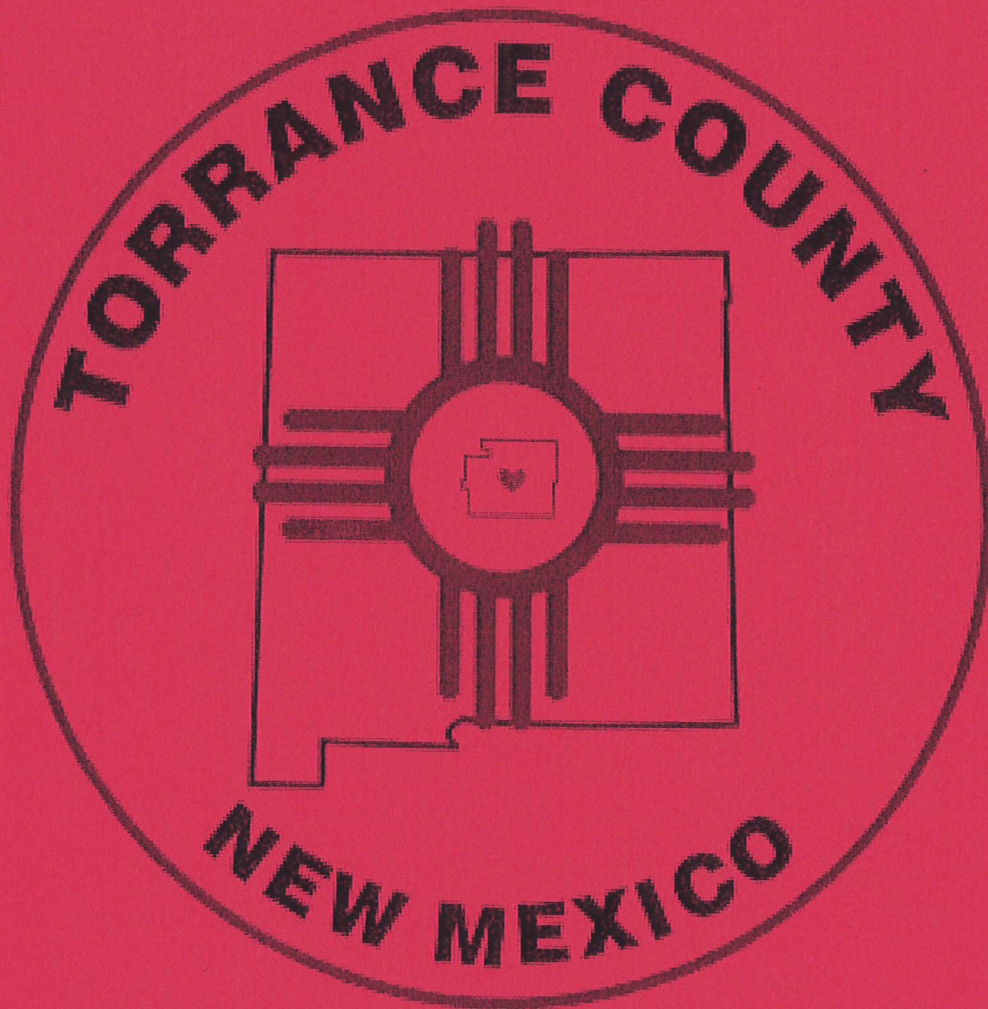
Ryan Schwebach, Chair

LeRoy Candelaria, Vice Chair

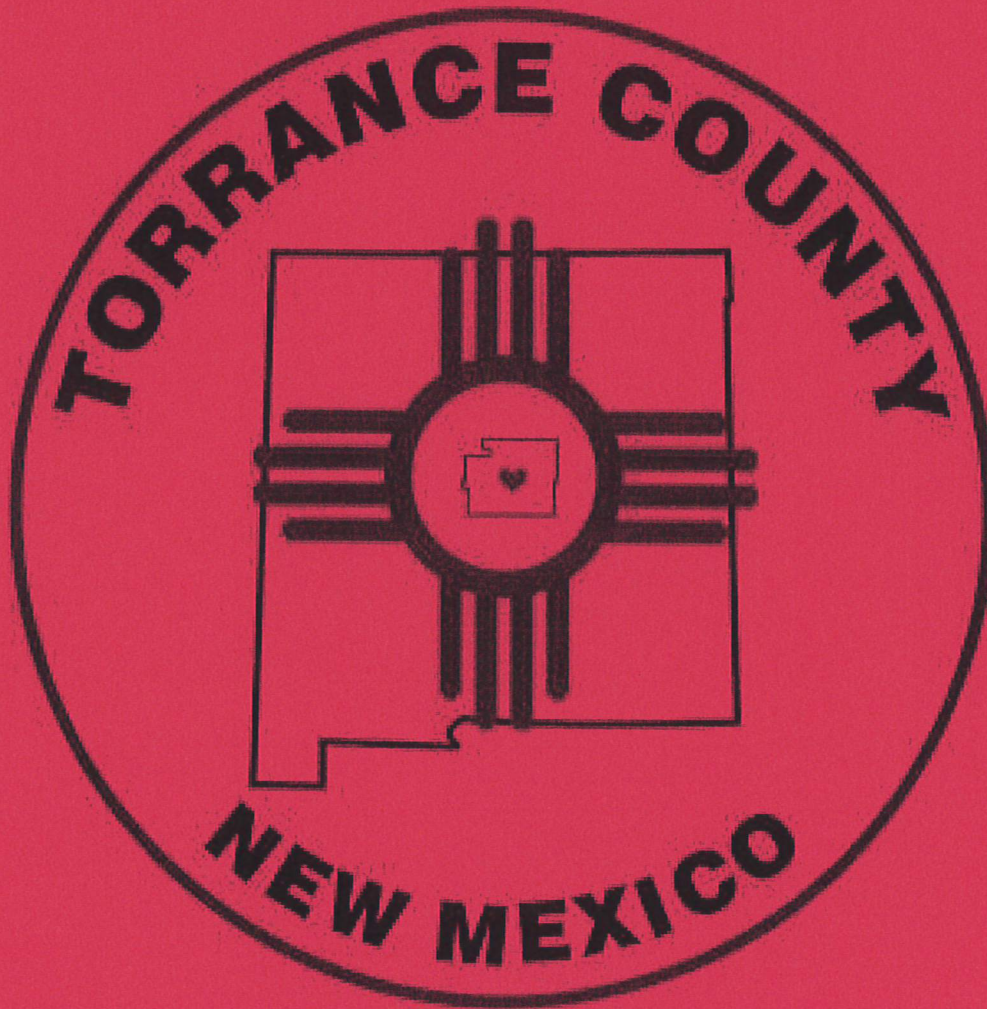
Kevin McCall, Member

ATTEST:

County Clerk
Date: _____



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B-1*



TORRANCE COUNTY PURCHASING

**Basic Life, Basic AD&D, Supplemental Term Life, Supplemental Dependent Life, Long
Term Disability**

Proposal produced on October 28, 2022
This quote is valid for 90 days from date of proposal

TORRANCE COUNTY PURCHASING Rate Summary

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
Life Option SOLD 6902413				
Basic Life <i>(per \$1,000 of Covered Volume)</i>	114	\$6,252,500		\$11,405
AAFT Police and Fire Employees	26	\$1,950,000	\$0.152	
AAFT Other Employees	88	\$4,302,500	\$0.152	
Rates are guaranteed from January 1, 2023 - December 31, 2025				
Basic AD&D <i>(per \$1,000 of Covered Volume)</i>	114	\$6,252,500		\$1,651
AAFT Police and Fire Employees	26	\$1,950,000	\$0.022	
AAFT Other Employees	88	\$4,302,500	\$0.022	
Rates are guaranteed from January 1, 2023 - December 31, 2025				
Supplemental Life <i>(per \$1,000 of Covered Volume)</i>	31	\$2,906,000		
All Active Full Time Employees				
Less than 30		\$450,000	\$0.036	
30-34		\$360,000	\$0.046	
35-39		\$300,000	\$0.065	
40-44		\$330,000	\$0.099	
45-49		\$460,000	\$0.149	
50-54		\$310,000	\$0.229	
55-59		\$160,000	\$0.429	
60-64		\$530,000	\$0.635	
65-69		\$0	\$1.081	
70+		\$6,000	\$2.059	
Rates are guaranteed from January 1, 2023 - December 31, 2025				
<p>Important Information concerning Supplemental Life enrollments: For take-over supplemental life plans: This quote does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). However, for in-force \$10,000 increment plans, current participating employees may increase their in-force supplemental coverage an additional increment for the employee coverage only, up to the non-medical maximum stated in the policy. All increases are subject to the terms of the policy.</p>				
Signature: _____				

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
Supplemental Dependent Life (per \$1,000 of Covered Volume)				
All Active Full Time Employees				
Spouse*:				
Less than 30			\$0.036	
30-34			\$0.046	
35-39			\$0.065	
40-44			\$0.099	
45-49			\$0.149	
50-54			\$0.229	
55-59			\$0.429	
60-64			\$0.635	
65-69			\$1.081	
70+			\$2.059	
Child			\$0.240	
Rates are guaranteed from January 1, 2023 - December 31, 2025				
* Spouse rates are based on the employee's age.				
<p>Important Information concerning Dependent Supplemental Life enrollments: For take-over dependent supplemental life plans: This quote does not include an open enrollment and late enrollees will be required to provide Evidence of Insurability (EOI). All increases are subject to the terms of the policy.</p>				
LTD option 2 6887923				
Long Term Disability (per \$100 Covered Monthly Payroll)	114	\$422,078	\$0.316*	\$16,005
Rates are guaranteed from January 1, 2023 - December 31, 2025				
* Please note that the fee for EAP services will be payable in combination with your Disability or Life Insurance premium for billing convenience. The Employee Assistance Program is a non-insurance service separate from MetLife insurance and sold at an additional charge.				
Employee Assistance Program services are provided by LifeWorks US Inc. under an agreement with MetLife. LifeWorks is not a subsidiary or affiliate of MetLife.				

Summary of Benefits

Life / AD&D Insurance - Life Option SOLD

Basic Life	
AAFT Police and Fire Employees (30 Hours)	<ul style="list-style-type: none"> ● Flat \$75,000 ● Medical Evidence Level: \$75,000 ● Reduces by: 35% at Age 65, 60% at Age 70, 80% at Age 75 ● Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) ● Conversion and Portability are included in this quote ● Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	
AAFT Other Employees (30 Hours)	<ul style="list-style-type: none"> ● Flat \$50,000 ● Medical Evidence Level: \$50,000 ● Reduces by: 35% at Age 65, 60% at Age 70, 80% at Age 75 ● Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) ● Conversion and Portability are included in this quote ● Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	
Basic AD&D	
AAFT Police and Fire Employees (30 Hours)	<ul style="list-style-type: none"> ● 100% of the Basic Life benefit. ● Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) ● Portability is included in this quote
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	
AAFT Other Employees (30 Hours)	<ul style="list-style-type: none"> ● 100% of the Basic Life benefit. ● Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) ● Portability is included in this quote
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p>	

regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Basic Life				
AAFT Police and Fire Employees	\$0.152	\$1,950,000	\$296	\$3,557
AAFT Other Employees	\$0.152	\$4,302,500	\$654	\$7,848
Rates are guaranteed from January 1, 2023 - December 31, 2025 (36 months)				
Basic AD&D				
AAFT Police and Fire Employees	\$0.022	\$1,950,000	\$43	\$515
AAFT Other Employees	\$0.022	\$4,302,500	\$95	\$1,136
Rates are guaranteed from January 1, 2023 - December 31, 2025 (36 months)				

Supplemental Term Life	
All Active Full Time Employees (30 Hours)	<ul style="list-style-type: none"> • \$10,000 increments to a maximum of the lesser of 5.00 times pay or \$500,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$100,000 • No Age Reduction • Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) • Conversion and Portability are included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000

Supplemental Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Less than 30	\$0.036	\$450,000	\$642	\$7,704
30-34	\$0.046	\$360,000		
35-39	\$0.065	\$300,000		
40-44	\$0.099	\$330,000		
45-49	\$0.149	\$460,000		
50-54	\$0.229	\$310,000		
55-59	\$0.429	\$160,000		
60-64	\$0.635	\$530,000		
65-69	\$1.081	\$0		
70+	\$2.059	\$6,000		
Rates are guaranteed from January 1, 2023 - December 31, 2025 (36 months)				

Supplemental Dependent Life	
All Active Full Time Employees (30 Hours)	<p>Spouse Benefit:</p> <ul style="list-style-type: none"> • \$5,000 increments to a maximum of \$250,000, not to exceed 100% of employee's Optional Life Benefit • A minimum benefit of \$5,000 • Spouse Medical Evidence Level: \$25,000 • Spouse Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000 <p>Child Benefit:</p> <ul style="list-style-type: none"> • Child Under 15 days: \$100 • Child 15 days to 6 months old: \$100 • Child more than 6 months old: Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000. • Child limiting age: 26, 26 if a full time student • Child Medical Evidence Level: \$10,000 <ul style="list-style-type: none"> • No Age Reduction • Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 70) • Conversion and Portability are included in this quote

Supplemental Dependent Life	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Spouse*:				
Less than 30	\$0.036			
30-34	\$0.046			
35-39	\$0.065			
40-44	\$0.099			
45-49	\$0.149			
50-54	\$0.229			
55-59	\$0.429			
60-64	\$0.635			
65-69	\$1.081			
70+	\$2.059			
Child**:	\$0.240			
Rates are guaranteed from January 1, 2023 - December 31, 2025 (36 months)				
* Spouse rates are based on the employee's age.				
** Child(ren) rates are per \$1,000 of coverage, per child unit. A child unit may consist of more than one child.				

Plan Features and Limitations
<p>Portability: Option to continue term insurance under a different policy when coverage terminates. Minimums, maximums, and other conditions apply. Portability is not available for residents of Alaska.</p>
<p>Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states on Basic Life except ND. Automatically included with Supplemental Life at no additional cost to the employee. Available in all situs states on Supplemental Life except for FL and ND.</p> <p>Grief counseling is offered by LifeWorks US Inc.¹. Grief counseling provides eligible beneficiaries a form of counseling that aims to help people cope with grief and mourning following the death of a loved one.</p> <p>¹ Grief Counseling services are provided through an agreement with LifeWorks US Inc.. LifeWorks US Inc. is not an affiliate of MetLife and the services LifeWorks US Inc. provides are separate and apart from the insurance provided by MetLife.</p>
<p>Will Preparation: Automatically included with Supplemental Life. Face to Face meeting with a MetLife Legal Plans attorney.</p> <p>Will Preparation is offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island. For New York sitused cases, the Will Preparation service is an expanded offering that includes office consultations and telephone advice for certain other legal matters beyond Will Preparation.</p>
<p>MetLife Estate Resolution <u>ServicesSM</u>- Automatically included with Supplemental Life. Face to Face meeting with a MetLife Legal Plans attorney</p> <p>Estate Resolution Services is offered by MetLife Legal Plans, Inc., Cleveland, Ohio. In certain states, legal services benefits are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, Rhode Island.</p>
<p>Funeral Discounts and Planning Services[#]:</p> <p>As a MetLife group life policyholder, you and your family may have access to funeral discounts, planning and support to help honor a loved one's life - at no additional cost to you. Dignity Memorial provides you and your loved ones access to discounts of up to 10% off of funeral, cremation and cemetery services through the largest network of funeral homes and cemeteries in the United States.</p> <p>When using a Dignity Memorial Network you have access to convenient planning services - either online at www.finalwishesplanning.com, by phone (1-866-853-0954), or by paper - to help make final wishes easier to manage. You also have access to assistance from compassionate funeral planning experts to help guide you and your family in making confident decisions when planning ahead as well as bereavement travel services - available 24 hours, 7 days a week, 365 days a year - to assist with time-sensitive travel arrangements to be with loved ones.</p> <p>[#] Services and discounts are provided through a member of the Dignity Memorial® Network, a brand name used to identify a network of licensed funeral, cremation and cemetery providers that are affiliates of Service Corporation International (together with its affiliates, "SCI"), 1929 Allen Parkway, Houston, Texas. The online planning site is provided by SCI Shared Resources, LLC. SCI is not affiliated with MetLife, and the services provided by Dignity Memorial members are separate and apart from the insurance provided by MetLife. Not available in some states. Planning services, expert assistance, and bereavement travel services are available to anyone regardless of affiliation with MetLife. Discounts through Dignity Memorial's network of funeral providers are pre-negotiated. Not available where prohibited by law. If the group policy is issued in an approved state, the discount is available for services held in any state except KY and NY, or where there is no Dignity Memorial presence (AK, MT, ND, SD, and WY). For MI and TN, the discount is available for "At Need" services only. Not approved in AK, FL, KY, MT, ND, NY and WA.</p>
<p>Total Control Account (TCA):</p>

- TCA Settlement Option - Payment under the policy may be accomplished by placing the full amount of death claim proceeds into a TCA, an interest-bearing account with draft-writing privileges, and providing the beneficiary with a book of drafts. Beneficiary also receives a Customer Agreement and other materials describing the TCA.
- Relieves beneficiaries of the need to make immediate decisions about what to do with a settlement check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation.
- There is no need for another bank account. Beneficiary can access the full amount of death proceeds, including any accrued interest, at any time by writing a single draft or several drafts for smaller amounts (*as little as \$250*). There are no limits on the number of drafts the beneficiary can write. Processing time is similar to check processing.
- Beneficiary may request a fee-free Visa debit card. Any fees the beneficiary incurs using the TCA debit card are credited right back to the account.
- Beneficiary has the ability to link the account to popular payment apps/services such as PayPal®, Venmo® or Square CashSM.
- Beneficiary may transfer funds from the TCA at any time without fees through ACH and bank to bank wires.
- Recordkeeping and draft clearing services for your TCA are provided by BNY Mellon Bank, 701 Market Street, Philadelphia, PA 19106.
- Beneficiary may also move all or a portion of the TCA balance (subject to applicable minimums) into any other settlement option for which he/she then qualifies.
- The account begins to earn interest from day one. The interest rate on the account will never be lower than the Guaranteed Minimum Rate of .50%.
- Principal and interest earned are backed by the financial strength and claims paying ability of MetLife.
- No monthly maintenance fees, no ATM fees, or charges for writing drafts, reordering drafts or making withdrawals. Charges may apply for an overdrawn TCA or special services. The current fees (*subject to change*) for those services are: draft copy \$2; stop payment \$10; overdrawn TCA \$15; overnight delivery service \$25.
- Every quarter, we'll send the beneficiary a personalized statement of the account detailing any activity since the previous quarter. The beneficiary will also receive statements for any months where there has been activity on the account. The statements will be sent via postal mail or electronically.
- Additional information about the TCA and account services is available electronically through MetLife's easy to use MetOnline web site.
- Dedicated US-based Customer Service Representatives specially trained to provide service to beneficiaries are also available through a special toll-free number (800-638-7283).

- ❑ Through MetLife's automated phone system, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."
- ❑ Beneficiary may also may conveniently use the TCA as a source of funds to pay bills online or by phone (*no minimum payment amount*), and link to his or her favorite mobile payment service.

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. While the funds in the TCA are not insured by the Federal Deposit Insurance Corporation, they are guaranteed by the appropriate state insurance guaranty association. The coverage limits vary by state. More information can be obtained by contacting the National Organization of Life and Health Insurance Guaranty Associations (www.NOLHGA.com or 703-481-5206). The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to TCAs will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims paying ability of MetLife.

The interest rate on the TCA is set weekly and will always be the greater of the guaranteed rate stated in the accountholder's TCA package, or the rate established by one of two indices monitored by MetLife. MetLife calculates interest daily and compounds it, and adds it to the account monthly, so the accountholders earn interest on their interest. The interest earnings generally are taxable.

If there is no activity on the TCA for a period of time (*typically three years, but this may vary by state*), state regulations may require MetLife to contact the accountholder at the address on file. If MetLife is unable to reach the accountholder, MetLife may be required to close the TCA and transfer the funds to the state.

Accelerated Benefits Option: If included, the minimum that can be accelerated is \$20,000.

The definition of earnings used to define benefits will be **Basic Monthly Earnings**.

Waiver of Premium: Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.

Enrolling in the Plan:

- A statement of health will need to be submitted by employees who:
 - Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level.
 - Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days.
 - Have indicated a medical condition on their enrollment form.
- Employees who are Actively-at-Work but who are not currently enrolled in the plan and experience a Qualifying Event must submit a statement of health in order to enroll for any amount of coverage.

Benefit Increases:

- Supplemental Term Life: Employees, Actively at Work, who are participating in the plan may increase their coverage up to the next benefit level without submitting a statement of health,

<p>provided the increased benefit does not exceed the Medical Evidence Level, as defined in the Summary of Benefits.</p> <ul style="list-style-type: none"> ▪ Basic Life, Dependent Supplemental Term Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.
<p>The coverage will be subject to a contestability clause in accordance with the law.</p>
<p>Except in Washington: Supplemental and Dependent Life Insurance will not be paid to the Beneficiary if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for such insurance, 1 year in North Dakota and Colorado) of the effective date of this certificate. Instead, we will pay the Beneficiary an amount equal to any contributions paid, without interest.</p> <p>Except in Washington: if an insured commits suicide within 2 years (1 year in Missouri if the insured intended to commit suicide when enrolling for an increase in insurance, 1 year in North Dakota and Colorado) from the effective date of any increase in the amount of Supplemental and Dependent Life Insurance, such increased amount will not be paid to the Beneficiary. Instead we will pay the Beneficiary: an amount equal to all contributions paid for the increased amount, without interest; plus the amount of Supplemental Life Benefits that was in effect on the day before the effective date of such increased amount.</p>
<p>The employee must be covered for benefits in order for dependents to be covered.</p>
<p>Dependent benefits terminate at the earlier of: the employee's retirement or when the employee's coverage terminates.</p>
<p>Dependent Eligibility Deferment – Dependent is not confined to hospital, confined to home or receiving disability income from any source.</p>
<p>No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.</p>
<p>Dependent benefit cannot exceed the lesser of the amount for which the employee is insured or any applicable state law limit.</p>

Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount

Limitations and Exclusions	
Limitations	<ul style="list-style-type: none"> The Accidental Death & Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.
Exclusions	<p>Accidental Death & Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by:</p> <ul style="list-style-type: none"> physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country; any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere; committing or attempting to commit a felony; the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes; war, whether declared or undeclared; or act of war, insurrection, rebellion, riot; driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.

Highlights
Broker Commissions included in the rate: Flat 20.00%
Expected Participation Basic Life: 100% Basic AD&D AAFT Police and Fire Employees: 100% AAFT Other Employees: 100% Supplemental Term Life: 27% and at least 10 covered lives. Supplemental Dependent Life: 25%
Employee Contributions Basic Life: 0% Basic AD&D: 0% Supplemental Term Life: 100% Supplemental Dependent Life: 100%
Situs is NEW MEXICO
Financial Arrangement: Non-retrospectively Experience Rated
Final rates will be based on actual enrollment and contribution levels.
Submit complete enrollment materials by the 15 th of the month preceding the effective date to ensure prompt Underwriting review.
Benefits terminate at retirement for: Basic Life Basic AD&D Supplemental Term Life Supplemental Dependent Life
AD&D Benefits terminate when the corresponding Life Benefits terminate.
Actively at Work
On the Group Policy Effective Date, MetLife will cover those not Actively at Work in accordance with the following guidelines:
<ul style="list-style-type: none"> • All Employees will be covered under the transition rules for the MetLife Group Policy, regardless of their Actively At Work status, provided: <ul style="list-style-type: none"> ○ Their coverage was in force under the prior plan on the day before the MetLife Group Policy effective date, and ○ A Waiver of Premium disability claim was not previously approved by the prior carrier. Individuals who have previously been approved for Waiver of Premium will retain life insurance protection under the prior carrier's policy. • The Group Life insurance provided under the transition rules for the MetLife Group Policy is equal to the <u>lesser</u> of: <ul style="list-style-type: none"> ○ The coverage amount under the prior plan, and ○ The coverage amount under the MetLife plan for the applicable employee class and coverage type • For each participant <u>not</u> Actively At Work on the MetLife Group Policy effective date, transition coverage would continue under these rules until the <u>earliest</u> of the following to occur: <ul style="list-style-type: none"> ○ The date the employee returns to work as an active Full-Time Employee, at which time active employee coverage will supersede the transition coverage ○ The last day of the 12 month period following the MetLife coverage effective date

- The last day the employee would have been covered under the prior policy had it not terminated (in other words, the date an individual's coverage under the prior policy would have ceased for some reason unrelated to the policy ending)
- The date coverage would end pursuant to the termination provisions of the MetLife certificate
- The date extension protection is provided under the Waiver of Premium provision of the prior carrier's policy (i.e. approval of a premium waiver claim on account of a disability that occurred while the employee's coverage under the prior policy was in force)

If not already provided, please provide a listing of Non-Actively at Work employees that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.

Summary of Benefits Long Term Disability - LTD option 2

Long Term Disability																																																		
Class Description	All Active Full Time Police/Fire/EMT (30 Hours)	AAFT Other Employees (30 Hours)																																																
Monthly Benefit	60% of Predisability Earnings	60% of Predisability Earnings																																																
Maximum Monthly Benefit	\$5,000.00	\$5,000.00																																																
Minimum Monthly Benefit*	\$100.00	\$100.00																																																
Elimination Period	180 Days or until the end of the STD Maximum Benefit Period.	180 Days or until the end of the STD Maximum Benefit Period.																																																
Own Occupation Period	Any Occ	24 months																																																
Social Security Integration	Family Social Security	Family Social Security																																																
Benefit Duration	RBD w/ SSNRA	RBD w/ SSNRA																																																
	<p>The later of Your Normal Retirement Age as defined by Social Security or the period shown below:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Age on Date of Your Disability</u></th> <th style="text-align: left;"><u>Benefit Duration</u></th> </tr> </thead> <tbody> <tr><td>less than 60</td><td>to age 65</td></tr> <tr><td>60</td><td>60 months</td></tr> <tr><td>61</td><td>48 months</td></tr> <tr><td>62</td><td>42 months</td></tr> <tr><td>63</td><td>36 months</td></tr> <tr><td>64</td><td>30 months</td></tr> <tr><td>65</td><td>24 months</td></tr> <tr><td>66</td><td>21 months</td></tr> <tr><td>67</td><td>18 months</td></tr> <tr><td>68</td><td>15 months</td></tr> <tr><td>69 and over</td><td>12 months</td></tr> </tbody> </table>	<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>	less than 60	to age 65	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months	<p>The later of Your Normal Retirement Age as defined by Social Security or the period shown below:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Age on Date of Your Disability</u></th> <th style="text-align: left;"><u>Benefit Duration</u></th> </tr> </thead> <tbody> <tr><td>less than 60</td><td>to age 65</td></tr> <tr><td>60</td><td>60 months</td></tr> <tr><td>61</td><td>48 months</td></tr> <tr><td>62</td><td>42 months</td></tr> <tr><td>63</td><td>36 months</td></tr> <tr><td>64</td><td>30 months</td></tr> <tr><td>65</td><td>24 months</td></tr> <tr><td>66</td><td>21 months</td></tr> <tr><td>67</td><td>18 months</td></tr> <tr><td>68</td><td>15 months</td></tr> <tr><td>69 and over</td><td>12 months</td></tr> </tbody> </table>	<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>	less than 60	to age 65	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months
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Rehabilitation Incentives included in quote (details in limitations and definitions)	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive																																																
Employee Assistance Program	Option 1, 5 sessions.	Option 1, 5 sessions.																																																
Survivor Benefit	Included in this quote	Included in this quote																																																
Cost of Living Adjustment	Cost of Living Adjustment does not apply.	Cost of Living Adjustment does not apply.																																																
Accidental Dismemberment and Loss of Sight	Included in this quote	Included in this quote																																																

*The minimum monthly benefit is subject to overpayment situations and any applicable rehabilitation incentives.

Long Term Disability	Rate per \$100 Of Covered Monthly Payroll	Covered Monthly Payroll	Est Monthly Premium	Est Annual Premium
Standalone	\$0.316	\$422,078	\$1,334	\$16,005
Rates are guaranteed from January 1, 2023 - December 31, 2025 (36 months)				

All Active Full Time Police/Fire/EMT	
Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury: The employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and</p> <ul style="list-style-type: none"> • Is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience.
Definition of Predisability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: Basic earnings only.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> • The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; • The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or • Any other compensation from the Employer.
Pre Existing Conditions	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> • Received medical treatment, consultation, care, or services; or • Took prescription medication or had medications prescribed in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect. <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Work Incentive	<p>While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled.</p>
Rehabilitation Incentive	10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program.
Family Care Incentive	<p>If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to \$400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments.</p>

Moving Expense Incentive	Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program.
Temporary Recovery	<p>If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 60 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 60 work days, a new Elimination Period is required.</p> <p>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period.</p>
Zero Day Residual	If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment.
Survivor Benefit	If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee's survivor.
Accidental Dismemberment/Loss of Sight	Defined number of monthly payments to an employee who suffers a Covered Loss, as defined in the contract, of one or both hand(s), foot or feet, thumb or index finger, sight in one or both eyes, or any combination thereof following an accidental injury.
Continuity of Coverage	Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan.
Cost of Living Freeze	Cost of Living Freeze is included in this quote.
Waiver of Premium	Premium payments for Disabled employees are waived while benefits are payable.
Indexing	For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 7%
Specific Disabilities	
Mental or Nervous Disorders or Diseases unless due to Neurocognitive Disorders	<p>All Active Full Time Police/Fire/EMT</p> <p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>BiPolar I Disorder will also be limited.</p>

	<p>Schizophrenia will also be limited.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Chronic Fatigue Syndrome and Related Disorders	<p>All Active Full Time Police/Fire/EMT If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Neuromuscular, Musculoskeletal or Soft Tissue Disorder	<p>All Active Full Time Police/Fire/EMT If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Alcohol, Drug or Substance Abuse or Addiction	<p>All Active Full Time Police/Fire/EMT If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Fibromyalgia	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Self-Reported Conditions	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>

AAFT Other Employees	
Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury: The employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and</p> <ul style="list-style-type: none"> • During the elimination period and the next 24 months is unable to earn more than 80% of predisability earnings at their Own Occupation for any employer in their Local economy, and • After such period, is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience.
Definition of Predisability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: Basic earnings only.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> • The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; • The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or • Any other compensation from the Employer.
Pre Existing Conditions	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> • Received medical treatment, consultation, care, or services; or • Took prescription medication or had medications prescribed in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect. <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Work Incentive	<p>While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled.</p>
Rehabilitation Incentive	10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program.

Family Care Incentive	If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to \$400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments.
Moving Expense Incentive	Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program.
Temporary Recovery	<p>If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 60 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 60 work days, a new Elimination Period is required.</p> <p>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period.</p>
Zero Day Residual	If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment.
Survivor Benefit	If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee's survivor.
Accidental Dismemberment/Loss of Sight	Defined number of monthly payments to an employee who suffers a Covered Loss, as defined in the contract, of one or both hand(s), foot or feet, thumb or index finger, sight in one or both eyes, or any combination thereof following an accidental injury.
Continuity of Coverage	Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan.
Cost of Living Freeze	Cost of Living Freeze is included in this quote.
Waiver of Premium	Premium payments for Disabled employees are waived while benefits are payable.
Indexing	For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 7%
Specific Disabilities	

<p>Mental or Nervous Disorders or Diseases unless due to Neurocognitive Disorders</p>	<p>AAFT Other Employees If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months. BiPolar I Disorder will also be limited. Schizophrenia will also be limited.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
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<p>Fibromyalgia</p>	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
<p>Self-Reported Conditions</p>	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>

Exclusions

We will not pay for any Disability caused or contributed to by:

- War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act;
- Your active participation in a riot;
- Intentionally self-inflicted injury;
- Attempted suicide; or
- Commission of or attempt to commit a felony.

Long Term Disability Coverage Highlights
Broker Commissions included in the rate: Flat 20.00%
Expected Participation: 100%
Employee Contributions: 0%
Financial Arrangement(s): Non-retrospectively Experience Rated
Situs is NEW MEXICO
Foreign National(s): Does Not Apply
Actively at Work provision applies
Employer FICA Match: MetLife is not the agent for purposes of remitting the Employer share of FICA. MetLife is not the agent for tax remitting, therefore the Employer is responsible for issuing W-2s, remitting and reporting the Employer share of FICA, reporting wages and taxes on their Form 941 and state or federal unemployment tax remitting and reporting. If requested, MetLife will automatically withhold and remit federal and state taxes and the employee share of FICA from taxable benefit payments. MetLife will issue the W-2s for taxable benefits using the Employer's name and EIN at no charge if requested by the Employer, but we are not the agent, therefore the Employer still retains all the responsibilities noted above minus the W-2 responsibility. If the Employer uses the services of a payroll vendor, they should discuss this with the vendor to determine if it will cause any reporting issues.
Rehabilitation Program Participation: Disability benefit payments will end on the date the employee ceases or refuses to participate in a Rehabilitation Program that MetLife requires.

Reductions: Benefits will be reduced by income and recoveries from certain other sources including but not limited to: Social Security disability or retirement benefits received or eligible to receive because of Disability; any state, public or federal employee retirement or disability plan benefits received or eligible to receive because of Disability, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS); group insurance policies; certain early retirement plans; no-fault auto laws; governmental compulsory benefit plan or program; other disability programs or plans, sick pay, vacation pay, or other salary continuation; Workers' Compensation benefits; occupational disease laws; maritime maintenance and cure; third party recoveries; and unemployment insurance laws or programs.

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge. With respect to benefits under a government compulsory plan or program or STRS, PERS or FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided for under such benefit plans or programs.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits, We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits
We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plans or programs.

MetLife has made every effort to quote a plan that matches the substance of the requested plan design to the best of our ability, based on the plan documentation made available at the time of quote. The actual language used in the contracts will reflect what is filed in the applicable jurisdictions. Our rates are based on the plan design illustrated in this Cost & Benefit Summary.

Employee Assistance Program – Standard

Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

Clinical Counseling

- Up to 5 distance (telephonic or video conferencing) counseling sessions per incident with licensed counselor

Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resources, research and referrals, including online interactive tools
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- World-class technology platform, including the consumer-grade LifeWorks Mobile App with unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments.

Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event. **Fee for Service**
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. **Fee for Service**
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP. **Fee for Service**

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).

Underwriting Assumptions
<p>Digital Estate Planning: Automatically included with Supplemental Life, Group Variable Universal Life and Group Universal Life. Offers unlimited access to create and execute key estate planning documents online by answering a few simple questions.</p> <p>It is not available for customers situated in FL or located in GU, PR and VI. It is not included with dependent life coverages or certain GUL/GVUL policies. Domestic Partnerships are not currently supported however members in a domestic partnership may use a MetLife Legal Plans attorney for their planning needs. Online Notary is not available in all states. Group legal plans are provided by MetLife Legal Plans, Inc., Cleveland, OH. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, RI.</p>
<p>WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.</p>
<p>If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.</p>
<p>If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.</p>
<p>The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.</p>
<p>Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.</p>
<p>NOTICE REGARDING NON-US COVERAGE</p> <p>When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.</p>
<p>Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.</p>
<p>SIC Code: 9111</p>

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, Metropolitan Tower Life Insurance Company, and Metropolitan General Insurance Company (collectively herein called "MetLife"), enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary for eligible Products. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period, or other defined period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a flat amount, fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

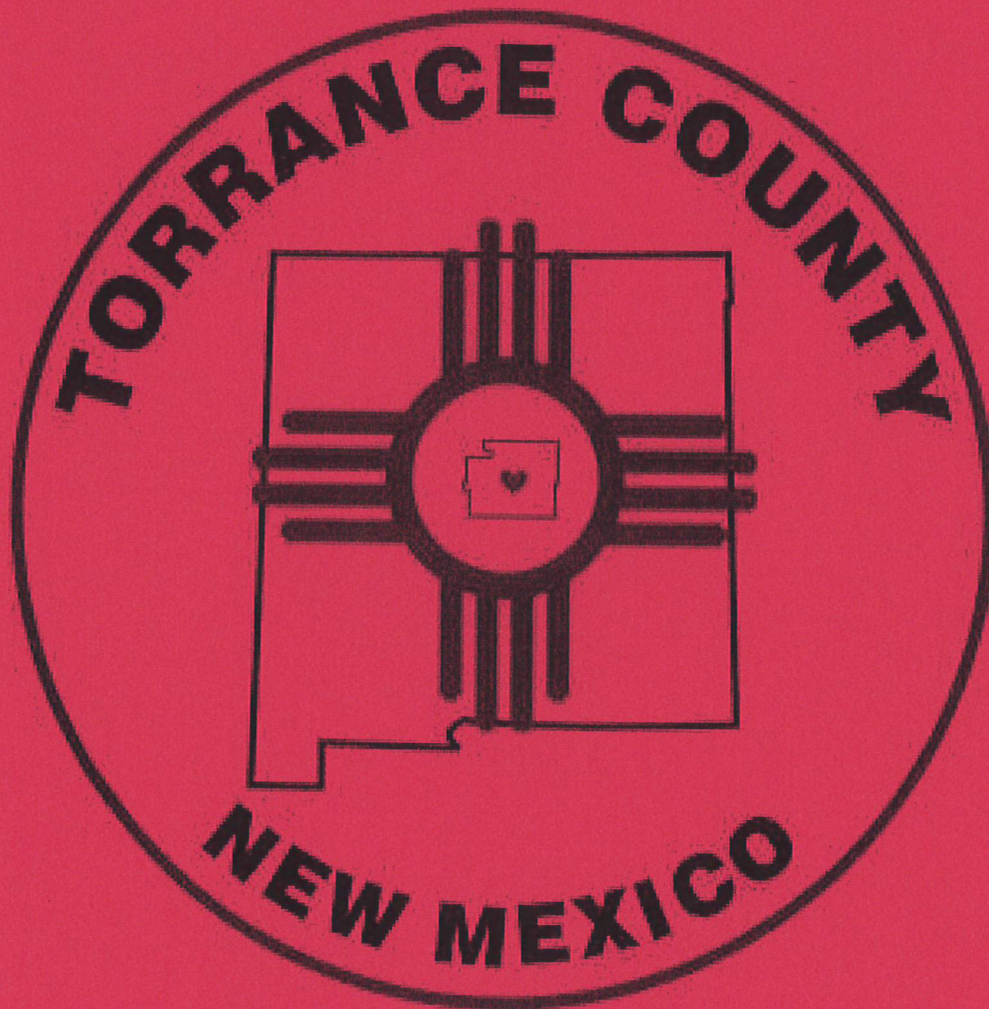
More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning an eligible group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXISGBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

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L0822025029[exp0824][All States]



*Agenda Item
No. 12-B-2*



BlueCross BlueShield of New Mexico

Employer-Paid Group Benefits Vision Proposal

Prepared for

Torrance County

Proposal Effective Date: January 01, 2023

Presented by your Sales Representative:

Lisa Whitney

505.816.2120

Vision Insurance offered by Dearborn Life Insurance Company located at 701 E. 22nd Street, Lombard, IL 60148. Blue Cross and Blue Shield of New Mexico, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association. Blue Cross and Blue Shield of New Mexico, EyeMed Vision Care, LLC and First American Administrators, Inc. are independent companies that offer provider network and administration services on behalf of Dearborn Life Insurance Company. Blue Cross and Blue Shield of New Mexico, Vision Care reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Not available in all states. Some provisions, benefits, exclusions or limitations listed herein may vary.

Vision Benefits Made Easy

Vision benefits should enhance your life, not complicate it. That's why we are working with EyeMed to bring you vision benefits that deliver more.

Freedom of choice

Our vision benefit packages give employees the freedom to choose at any in-network provider.

- NO limiting frame towers
- NO unnecessary restrictions
- NO confusing formularies
- ANY frame
- ANY lens
- ANY contacts

Network

With the right combination of retail and independent doctors, members will have access to providers with weekend and evening hours. Plus, members can access their benefits, view their claims and request ID cards from our website. Also, benefits can be applied online at Glasses.com—providing access to a huge selection of frames and lenses with 3-D virtual try-on technology. Members can shop right from their homes.



Benefits Beyond the Medical Plan

At Blue Cross and Blue Shield of New Mexico (BCBSNM), our commitment to stand with our members goes beyond medical coverage. While quality health insurance is a cornerstone of our members' financial security strategy, a complete financial protection plan needs to go further. To help secure our members' financial well-being, BCBSNM offers supplemental products to complement your medical program and provide additional financial protection for members and their families.

Our broad selection of insurance products covers many markets—Voluntary and Employer-Paid Group Benefits, along with a wide array of enhanced product services. We serve groups and individuals, including some of the largest companies and most recognized names in the United States.

Strong Ratings

Our ratings speak to our commitment to managing our business well and remaining financially strong. Insurance products proposed by BCBSNM in this proposal are underwritten by Dearborn Life Insurance Company, which is rated **A (Excellent)**¹ by A.M. Best Company and **A+ (Stable)**² by Standard & Poor's for financial strength in its most recent report.

¹ Affirmed November 12, 2021. A.M. Best Company rates the overall financial results of a company using a scale of A++ (Superior) to F (In Liquidation).

² Affirmed December 15, 2021. Standard & Poor's Insurer Financial Strength Rating uses a scale ranging from AAA (Extremely Strong) to R (Experienced Regulatory Action).

Group Vision Insurance Benefit Summary

Eligibility: All Active Full-Time Employees

Dependent coverage is available until age 26

Vision plan: 4-12/12/12 \$130 600B NM

Vision Care Service	In-Network Member Cost	Out-of-Network Reimbursement
Exam with dilation as necessary	\$10 copay	Up to \$30
Frequency		
Examination	Once every 12 months	
Lenses or contact lenses	Once every 12 months	
Frame	Once every 12 months	
Exam options		
Contact lens fit and follow up	Up to \$40 for standard; 10% off retail price for premium	N/A
Frames		
Any available frame at provider location	\$0 Copay/\$130 Allowance/20% off balance over \$130	Up to \$65
Standard Plastic Lenses		
Single vision	\$10 copay	Up to \$25
Bifocal	\$10 copay	Up to \$40
Trifocal	\$10 copay	Up to \$55
Lenticular	\$10 copay	Up to \$55
Standard progressive lens	\$75 copay	Up to \$40
Premium progressive lens	See table on page 2	Up to \$40
Lens options		
UV treatment	\$15	N/A
Tint (solid and gradient)	\$15	N/A
Standard plastic scratch coating	\$0	Up to \$5
Standard polycarbonate – adults	\$40	N/A
Standard polycarbonate – kids under 19	\$0	Up to \$5
Standard anti-reflective coating	\$45	N/A
Polarized	20% off retail price	N/A
Photochromatic/transitions plastic	\$75	N/A
Premium anti-reflective	See below table	N/A
Contact lenses (contact lens allowance includes materials only)		
Conventional	\$0 copay/ \$130 Allowance/ 15% off balance	Up to \$104
Disposable	\$0 copay/ \$130 Allowance/ Plus balance over \$130	Up to \$104
Medically necessary	\$0 copay, Paid in full	Up to \$210
Other		
Lasik or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional pairs benefit:	Members also receive a 40% discount off complete pair eyeglass purchase and a 15% discount off conventional contact lenses once the funded benefit has been used.	N/A

Group Vision Insurance Benefit Summary (continued)

Progressive price list*	Member cost in-network
Standard progressive	\$75 copay
Premium progressives as follows:	
Tier 1	\$95
Tier 2	\$105
Tier 3	\$120
Tier 4	\$75 copay, 80% of charge less \$120 Allowance
Anti-reflective coating price list*	Member cost in-network
Standard anti-reflective coating	\$45
Premium anti-reflective coatings as follows:	
Tier 1	\$57
Tier 2	\$68
Tier 3	80% of charge
Other add-ons price list	Member cost in-network
Photochromic (plastic)	\$75
Polarized	80% of charge

Blue Cross and Blue Shield of New Mexico reserves the right to make changes to the products on each tier and the member's out-of-pocket costs.

*Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands.

Group Vision Insurance Group Rate

Vision plan: 4-12/12/12 \$130 600B NM

Proposed effective date*: January 01, 2023

	Monthly cost
Employee only	\$6.29
Employee and spouse	\$11.95
Employee and child(ren)	\$12.58
Family	\$18.49

Rate guarantee period: 48 months

**Quote valid for two months following the proposed effective date*

Commission percentage*: 10%

**Commission percentage does not include any overrides, additional incentives or fees, if applicable.*

IMPORTANT NOTES:

This proposal is subject to exclusions and limitations in the policy issued by us. In addition, if coverage was in force prior to the effective date of coverage, the rates quoted are subject to revisions based on acceptance and review of the in-force carrier's policy.

Membership must be submitted 30 days prior to the effective date.

Premium is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees or the imposition on any new taxes, fees or assessments by Federal or State regulatory agencies.

Member reimbursement out-of-network will be the lesser of the listed amount or the member's actual cost from the out-of-network provider. In certain states, members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see the online provider location to determine which participating providers have agreed to the discounted rate.

Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

- Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes or supporting structures;
- Any eye or vision examination, or any corrective eyewear required by a policyholder as a condition of employment; safety eyewear;
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- Plano (non-prescription) lenses and/or contact lenses;
- Non-prescription sunglasses;
- Two pair of glasses in lieu of bifocals;
- Services or materials provided by any other group benefit plan providing vision care;
- Certain name brand vision materials for which the manufacturer maintains a no-discount practice;
- Services rendered after the date an insured person ceases to be covered under the policy, except when vision materials ordered before coverage ended are delivered, and the services rendered to the insured person are within 31 days from the date of such order;
- Lost or broken lenses, frames, glasses or contact lenses will not be replaced except in the next benefit frequency when vision materials would next become available.

Enrollment maintenance

All initial enrollees as of the effective date are eligible to enroll.

On a standard basis, benefits for new hires are subject to a 30-day waiting period (this will be confirmed at the time of sale).

Billing: Premium is due the 1st day of each month. The grace period is 31 days.

Printing costs: The quote assumes the cost of printing standard claim forms and standard enrollment kits and identification cards.

Underwriting considerations for group vision

The rates contained within the proposal assume that both of the following conditions are met:

- 75% employee enrollment

and

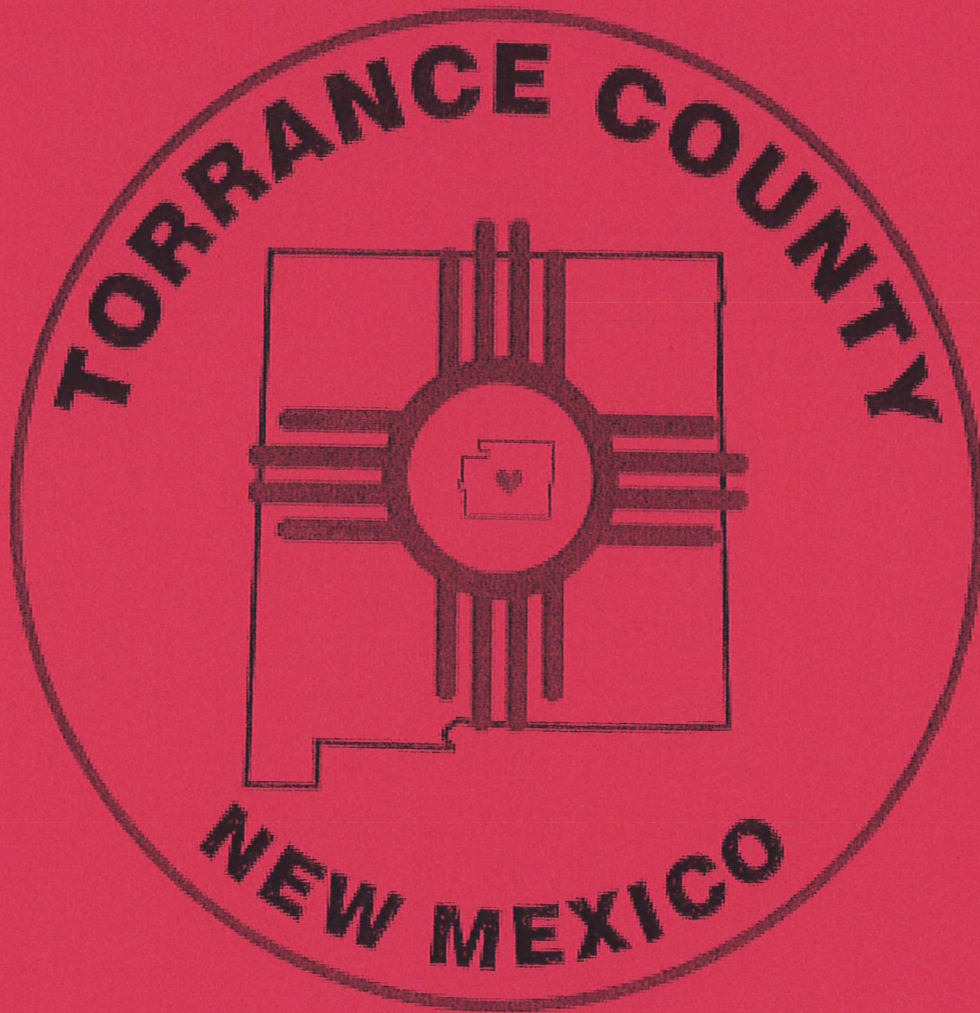
- Employer is paying 80% or more of the employee premium.

Employees must be legally working in the United States in order to be eligible for coverage. This insurance policy must be purchased by and issued to the U.S. parent company customer located in the United States. If there are employees who are residents of Canada, we must be advised before the point of sale so that we can ensure compliance with the laws of Canada.

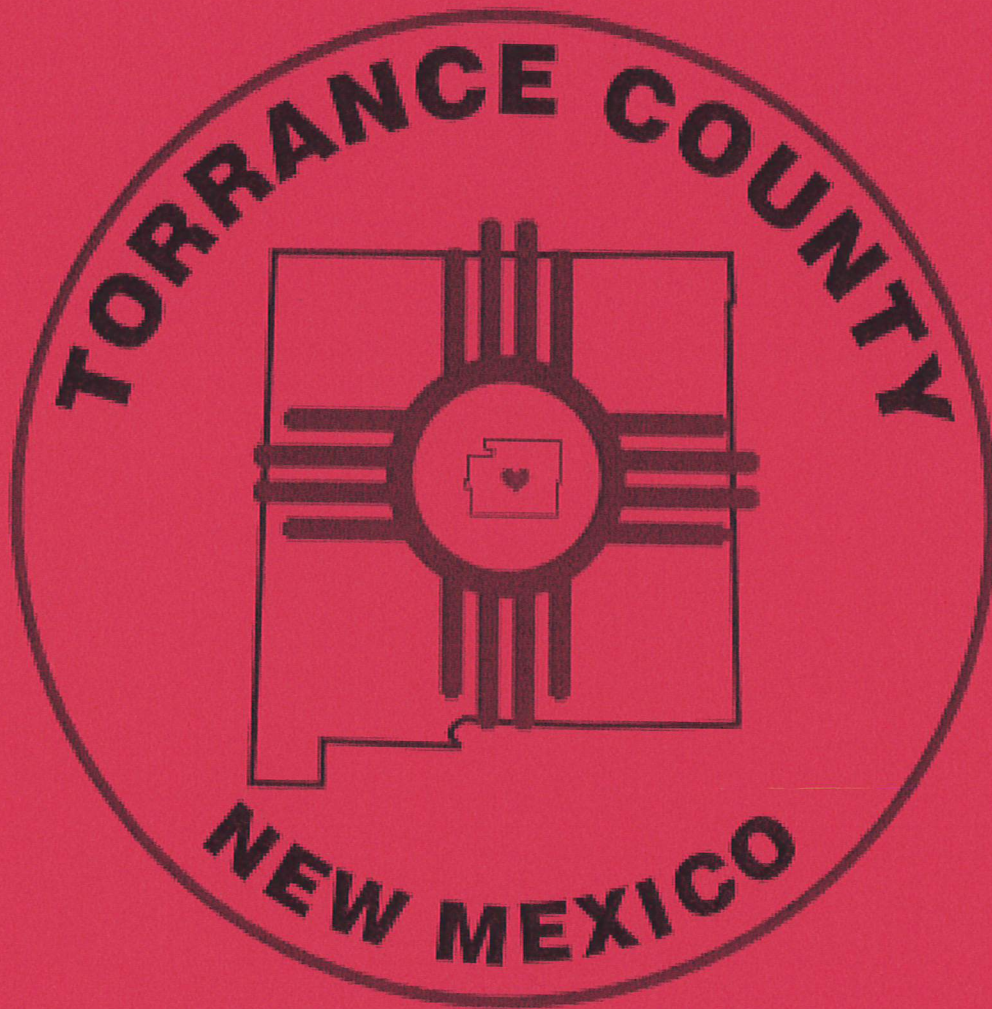
This proposal provides only basic information on the features of the policy. It is not intended to be a complete representation of all terms and conditions of the contract. A complete listing of the terms, conditions, limitations, exclusions and reduction of benefits is available upon request. In the event of conflict between this proposal and the policy, the terms of the policy will govern.

Product features and provisions may be slightly different due to state requirements. When sold, the actual policy for the state in which the policy is issued will reflect the state's requirements.

This proposal illustrates the cost of the insurance program and is based upon the information submitted by you. Actual cost will be determined after an application has been accepted and will depend upon data obtained when the program becomes effective.



*Agenda Item
No. 12-C*



*Agenda Item
No. 12-D*

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

Torrance County Medical Director

THIS CONTRACT is made and entered into this ____ day of _____, 2022, by and between the County of Torrance, hereinafter referred to as “the County,” and HealthFront, P.C. in care of John F. Kah, M.D., hereinafter referred to as “the Director,” and is effective as of the date set forth below upon which is it executed by the County.

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

WHEREAS, the Director has the skills and experience necessary to provide medical direction to licensed emergency medical personnel, emergency dispatchers and emergency management staff providing care to the sick and injured; and

WHEREAS, the County has certified first responders who require medical direction, continuing education, quality assurance, and representation in order to perform patient care in compliance with applicable statutes and laws; and

WHEREAS, the County desires to engage the Director to render certain services in connection therewith, and the Director is willing to provide such services, based on the proposal submitted on July, 14th, 2022.

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

1. **Scope of Services.** The Director shall perform the following services, herein after referred to as the “Services,” in a satisfactory and proper manner as determined by the County:
 - a. Train, monitor, and mentor both volunteer and train emergency medical technicians;
 - b. Train, monitor, and mentor emergency medical dispatchers;
 - c. Train, monitor, and mentor emergency management staff;
 - d. Establish treatment protocols, training, and quality improvement programs for the County;
 - e. Recognize the unique challenges of rural, wilderness, and tactical medicine;
 - f. Develop and implement community training programs;
 - g. Provide continuing education;
 - h. Secure an ongoing community relationship between the public and the County.

2. **Performance Period.** Services of the Director shall commence upon execution of the Contract and will remain in effect through June 20th, 2023. This Contract will be automatically extended to the end of this fiscal year and each subsequent fiscal year thereafter, but shall not be extended beyond June 30th, 2026, in accordance with applicable statutes. Either party may terminate this Contract by giving the other party at least thirty (30) days written notice of its intent to terminate. The County shall be responsible for compensating the Director for the Services performed prior to the date of termination, and the Director shall be responsible to the County to continue to provide Services until the date of termination of this Contract. The Services shall be undertaken in such sequence as to assure their expeditious completion in light of the purposes of this contract.

3. Compensation and Method of Payment

- a. **Compensation.** For performing the Services specified in Section 1 hereof, the County agrees to pay the Director at the rate of \$1,500/month, which includes applicable taxes and which amount shall constitute full and complete compensation for the Director's services under this contract, including all expenditures made and expenses incurred by the Director in performing the Services.
- b. **Method of Payment.** Payments shall be made to the Director monthly for Services completed in the prior month upon receipt by the County of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the County, and on the condition that the Director has accomplished the Services to the satisfaction of the County. Invoices will be delivered by the Director to an address, electronic or otherwise, as agreed upon by both parties at the start of the contract term.
- c. **Appropriations.** Notwithstanding any provision in this Contract to the contrary, the terms of this Contract are contingent upon the County making the appropriations necessary for the performance of this Contract. If sufficient appropriations and authorizations are not made by the County, this Contract may be terminated at the end of the County's then current Fiscal Year, upon written notice given by the County to the Director. Such event shall not constitute an event of default. All payment obligations of the County and all of its interests in this Contract will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Director and shall be final.

4. **Independent Contractor.** Neither the Director nor its employees are considered to be employees of Torrance County for any purpose whatsoever. The Director is considered to be an independent contractor at all times in the performance of the Services described in Section 1. The Director further agrees that this Contract does not afford it or its employees to access to or accrual of any benefits afforded to employees of the County, such as sick leave, insurance, use of county vehicles, etc. The Director agrees not to purport to bind the County unless the Director has express written authority to do so, and then only within the strict limits of that authority.

5. **Personnel**

- a. The Director represents that in the event additional personnel are required, they will, at their own expense, secure such personnel as needed to perform the Services under this Contract. Such personnel shall not, under this Contract, be employees or have any contractual relationships with the County.
- b. All the Services required hereunder will be performed by the Director or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- c. None of the work of the Services covered by this contract shall be subcontracted without the prior written approval of the County. Any Services subcontracted hereunder shall be specified by written amendment and shall be subject to each provision of this Contract.

6. **Insurance.** The Director shall procure and maintain, at its expense and until final payment by the County for Services covered by this Contract, insurance in the kinds and amounts hereinafter identified with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Contract, whether performed by it or its agents. The Director shall provide the county with a copy of the insurance certificate(s).

- a. **Commercial General Liability Insurance.** N/A
- b. **Automobile Liability Insurance.** N/A
- c. **Workers Compensation Insurance.** In accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.
- d. **Professional Liability Insurance.** In an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

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

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

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

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

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

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Director in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Contract. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Contract.
13. **Audits and Inspections.** At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Director's records with respect to all matters covered by this Contract. The Director shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.
14. **Ownership, Publication, Reproduction, and use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract, subject to applicable state and federal law and regulation concerning such material.
15. **Compliance with Laws.** In performing the Services required hereunder, the Director shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.
16. **Changes.** The County may, from time to time, request changes in the Services to be performed hereunder. Such changes, once mutually agreed upon by and between the County and the Director, shall be incorporated in written amendments to this Contract.
17. **Assignability.** The Director shall not assign any interest in this Contract and shall not transfer any interest in this Contract, whether by assignment or novation, without prior written consent of the County thereto.
18. **Termination for Cause.** If, through any cause, the Director shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the Director shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Director of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs,

and/or reports, prepared by the Director under this Contract shall, at the option of the County, become its property.

19. **Entire Contract.** This Contract contains the entire agreement of the parties and supersedes any and all other agreements or understandings, verbal or written, whether previous to the execution hereof or contemporaneous herewith.
20. **Applicable Law and Venue.** This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico, without giving effect to the choice of law principles thereof or any canon, custom, or rule of law requiring construction against the drafter, and venue shall lie in the appropriately designated District Court of New Mexico.
21. **Invalid Term or Condition.** If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.
22. **Enforcement of this Contract.** A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
23. **Authority.** If the Director is other than a natural person, the individual(s) signing this Contract on behalf of the Director represents and warrants that they have the power and authority to contractually obligate the Director, and that no further action, resolution, or approval from Director is necessary to enter into a binding contract.
24. **Succession.** This Contract shall extend to and be binding upon the successors and assigns of the parties.
25. **Force Majeure.** A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to the provision, such non-performance shall not be deemed a default or a ground for termination.
26. **Mediation.** In the event that a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to

evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven (7) potential mediators will be obtained by the County and the parties shall utilize a striking process until a mediator is agreed upon.

27. **Attorney's Fees.** In the event this Contract results in dispute, mediation, litigation, or settlement between the parties to this Contract, the prevailing party of such action shall NOT be entitled to an award of attorney's fees and court costs.
28. **Cooperation.** All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Contract.
29. **Notices.** Any notice required to be given to either party by this Contract shall be in writing and shall be delivered to an address pre-approved and agreed upon by each party. Notice shall be delivered in person, by courier service or U.S. mail, or electronically, by confirmed electronic mail address, with applicable postage prepaid and a return receipt requested.
30. **Approval Required.** This contract shall not become binding upon the County until approved by the highest approval authority of the County required under this Contract.

IN WITNESS WHEREOF, the County and the Director have executed this Contract as of the date of signature by the County below.

HEALTHFRONT, P.C.

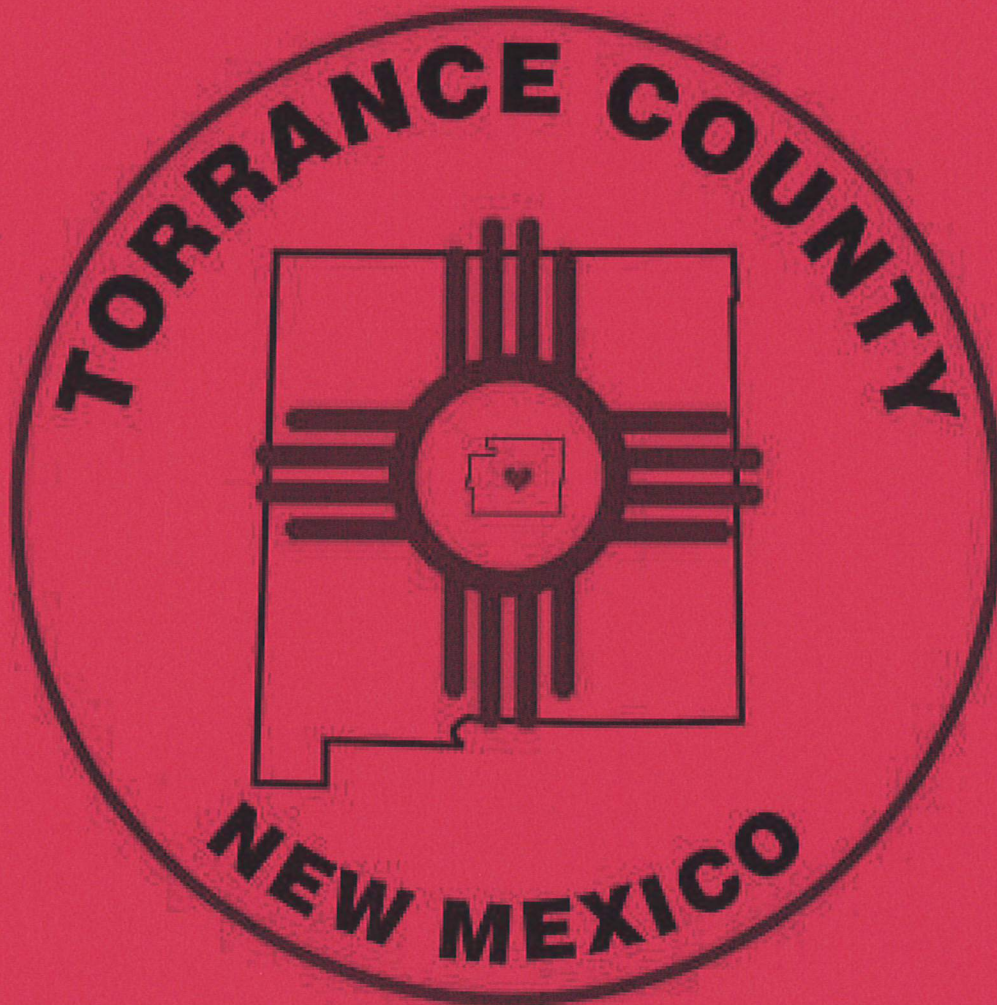
TORRANCE COUNTY

William Knox Kinlaw, M.D.

Janice Y. Barela, County Manager

Date: _____

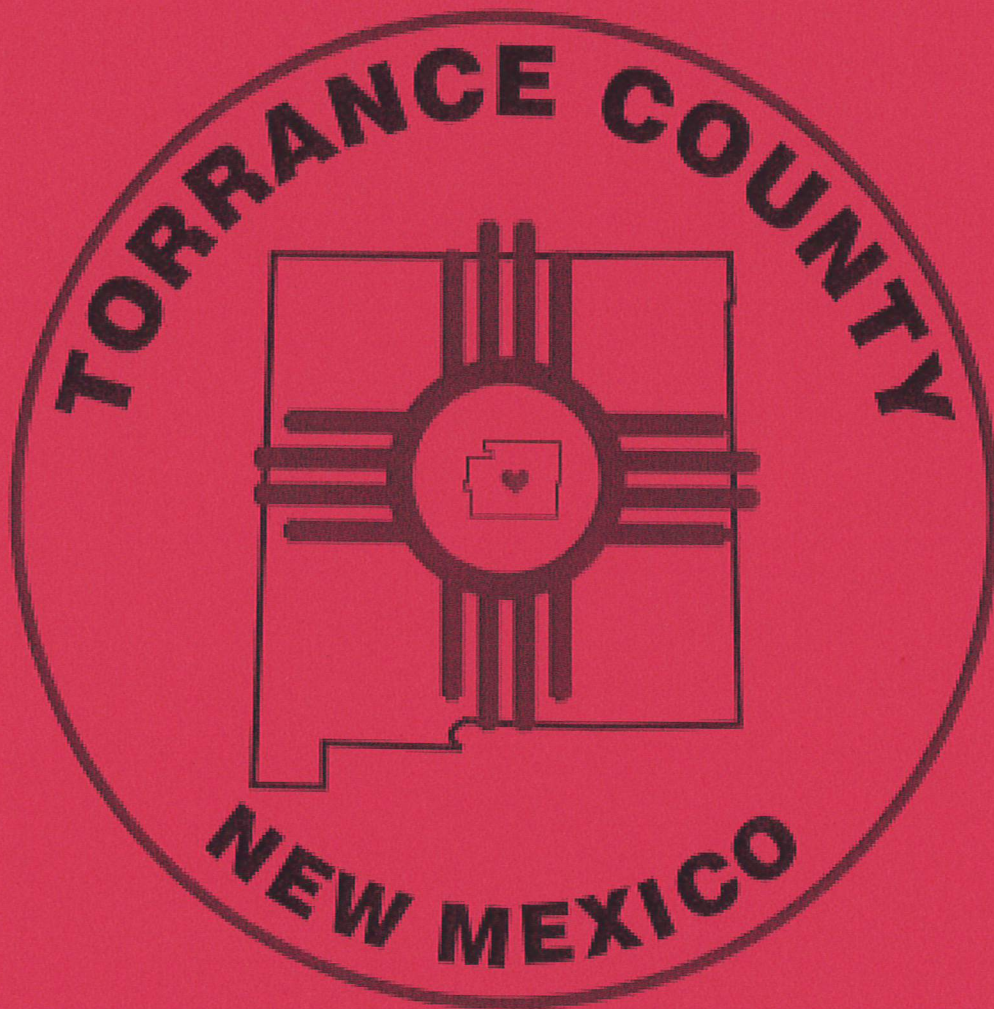
Date: _____



*Agenda Item
No. 12-E-1*



*Agenda Item
No. 12-E-2*



*Agenda Item
No. 12-F*



REC'D FINANCE DEPT
22 NOV 7 AM 11:15

INVOICE DATE	CUSTOMER	INVOICE NUMBER
10/29/22	DAL 70109685	3521739280
PLEASE PAY BY	TERMS	AMOUNT DUE
11/28/22	Net 30 Days	1901.40

INVOICE

Staples

Federal ID #:04-3390816

Bill to Account: 394849
1012777 01 MB 0.515 **AUTO T7 0 8405 87016-004848 -C01-P12789-I

Ship to Account: 017

TORRANCE COUNTY
LIZ LUJAN
PO BOX 48
ESTANCIA, NM 87016-0048



TORRANCE/SHERIFF
ATTN: STEPHANIE DUNLAP
903 N. 5TH ST
SHERIFF'S OFFICE
ESTANCIA, NM 87016

Budget Ctr :
Budget Ctr Desc :
P O Number : 36641
P O Desc :
Release :
Release Desc :

Invoice Number: 3521739280
Order : 7334547897-000-004
Ordered By : STEPHANIE DUNLAP
Order Date : 7/08/21

Order Line	Item Number	Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
10	827135	DISPLAY CS 48X16X72 BZBK	1	0	EA	1	1901.40	1901.40
Freight:		.00	Tax:(.0000 %)		.00	Sub-Total:		1901.40
							Total:	1901.40

Delivery signed for by:

Delivery signature is not currently available

Delivery date and time:

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4103 Page: 1
Make checks payable to Staples, PO Box 660409, Dallas TX 75266-0409

TO ENSURE PROPER CREDIT, TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4103



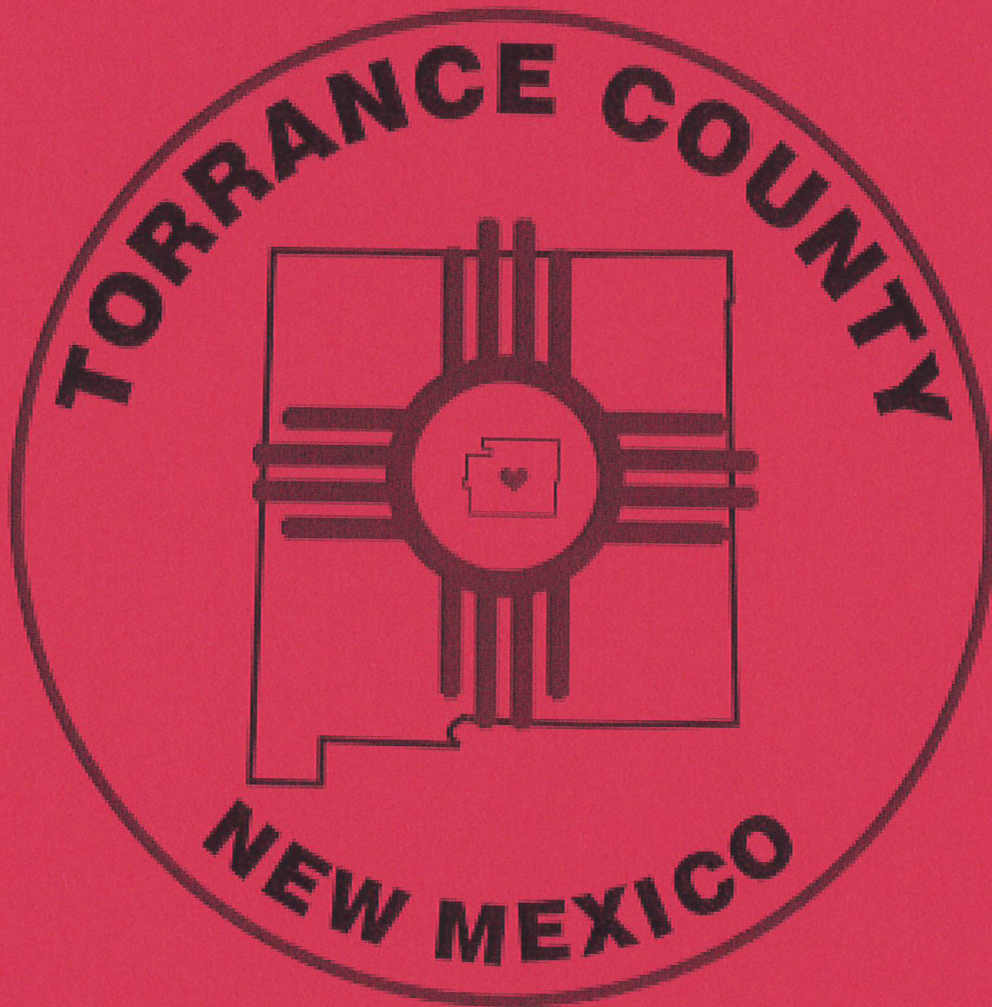
Please send payment to:

INVOICE DATE	CUSTOMER	INVOICE NUMBER
10/29/22	DAL 70109685	3521739280
PLEASE PAY BY	TERMS	AMOUNT DUE
11/28/22	Net 30 Days	1901.40
PLEASE ENTER AMOUNT PAID		

Staples
PO Box 660409
Dallas, TX 75266-0409

DAL35217392800001901401

8405-01-00-1012777-0001-0038195



*Agenda Item
No. 12-G*

IPAWS FACTS SHEET

- *IPAWS stands for Integrated Public Alert and Warning System
- *Wireless Emergency Alerts are short (360 characters or less) emergency messages from authorized authorities
- *Broadcast from cell towers to any enabled mobile device in locally targeted area
- *No cost to the County
- *Utilizes CodeRED platform to send out emergency notifications (County currently subscribes to CodeRED)
- *Partnership between FEMA, Federal Communications Commission and wireless providers to enhance public safety
- *No app or service subscription required (by recipients)
- *Not affected by network congestion
- *Does not track recipient's location
- *Types of Wireless Emergency Alerts
 - Presidential Alerts* – only sent during a national emergency
 - Imminent Threat Alerts* – natural or human-made disasters, extreme weather, active shooters and other threatening emergencies that are current or emerging
 - Public Safety Alerts* – information about a threat that may not be imminent or after an imminent threat has occurred
 - America's Missing: Broadcast Emergency Response (AMBER) Alerts* – urgent bulletins issued in child-abduction cases
 - Opt-in Test Messages* – assess the capability of state and local officials to send their WEAs. The message will state that this is a TEST.

**Memorandum of Agreement
between the
Torrance County
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

**Regarding the use of:
Torrance County
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 4.8

17 Nov 2022

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Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: Torrance County_MOA-1, signed 04/01/2019

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Torrance County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Torrance County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

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- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Torrance County Official

Name: Janice Barela

Title: County Manager

Federal Emergency Management Agency

IPAWS-OPEN System Owner

Name: Mark A. Lucero

Title: Chief, IPAWS Engineering

(Signature _____ Date) _____
Torrance County
205 S Ninth St
Estancia, NM, 87016

(Signature _____ Date) _____
Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **CodeRED by OnSolve**

Function:	Web based public notification system.
Location:	Atlanta, GA; Dallas, TX; Las Vegas, NV;
Description of data, including sensitivity or classification level:	Comprised of Unclassified, Non-sensitive CAP data.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Samantha O'Dell

Title: Emergency Manager

Business Email Address: sodell@tcnm.us

Primary Phone Number: 505-297-9981

Alternate Phone Number:

Organization: Torrance County Emergency Management

Mailing Address: 903 North 5th St, Bldg A, Estancia, NM, 87016

Designated Alternate Point of Contact:

Name: Kyra Taylor

Title: Emergency Management Specialist

Business Email Address: ktaylor@tcnm.us

Primary Phone Number: 505-441-8082

Alternate Phone Number:

Organization: Torrance County

Mailing Address: 903 North 5th St, Bldg A, Estancia, NM, 87016

Designated Technical Point of Contact:

Name: Christine Romero

Title: 911 Dispatch Director

Business Email Address: cromero@torrancecounty911.com

Primary Phone Number: 505-384-2705

Alternate Phone Number:

Organization: Torrance County Dispatch

Mailing Address: 753 Salt Missions Trail, McIntosh, NM, 87032

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Torrance County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Torrance County will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Torrance County is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Torrance County will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Torrance County understands that the use of digital signatures, used on their behalf, is binding and Torrance County will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as “qwerty” or “xyz123”.
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit “year” string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Torrance County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

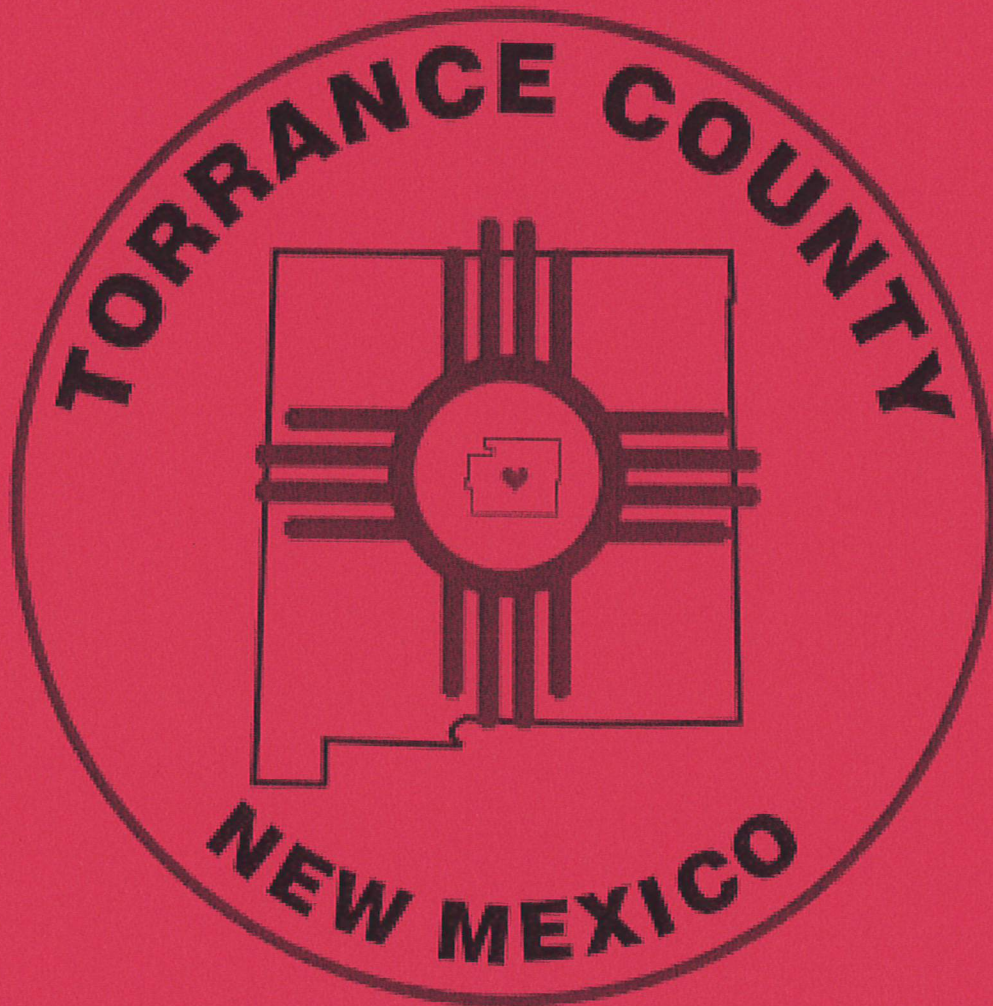
- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Torrance County Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Torrance County Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): _____

Signature: _____ Date: _____



*Agenda Item
No. 12-H*



2023 TORRANCE COUNTY Employee Calendar

- Pay Period Ends
- Payday
- Holidays
- 1/2 Day Holidays
- Commission Meetings
- Safety Meetings
- Planning & Zoning Meetings
- Road Ready Safe Driving

January						
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2023 TORRANCE COUNTY First Responder Employee Calendar

- Pay Period Ends
- Payday
- Holidays/Emergency First Responder
- 1/2 Day Holidays
- Commission Meetings
- Safety Meetings
- Planning & Zoning Meetings
- Road Ready Safe Driving Course
- CPR/AED Class

January						
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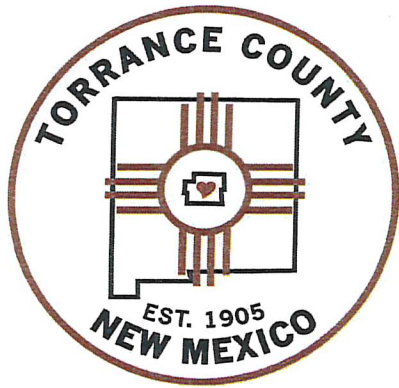
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2023

TORRANCE COUNTY

Admin Employee Calendar

- Pay Period Ends
- Payday
- Holidays/Admin Observed
- 1/2 Day Holidays
- Commission Meetings
- Safety Meetings
- Planning & Zoning Meetings
- Road Ready Safe Driving Course
- CPR/AED Class

January						
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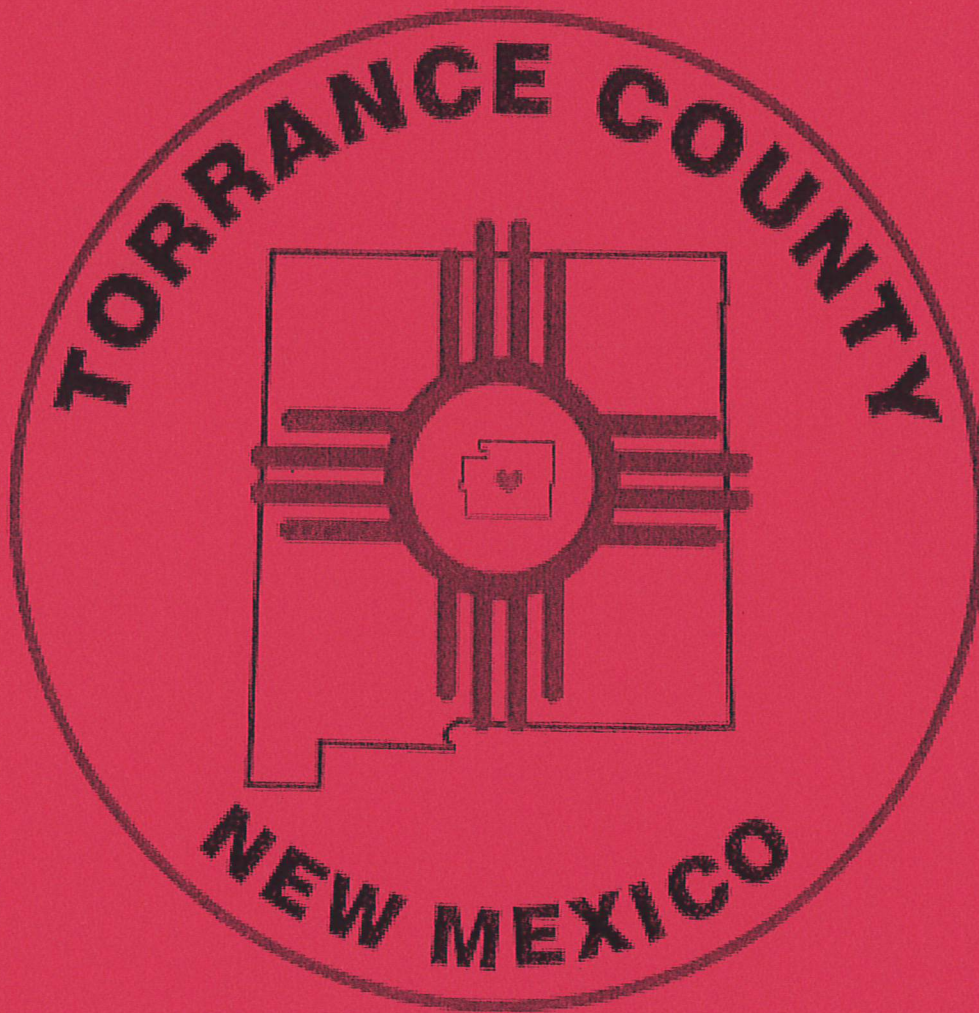
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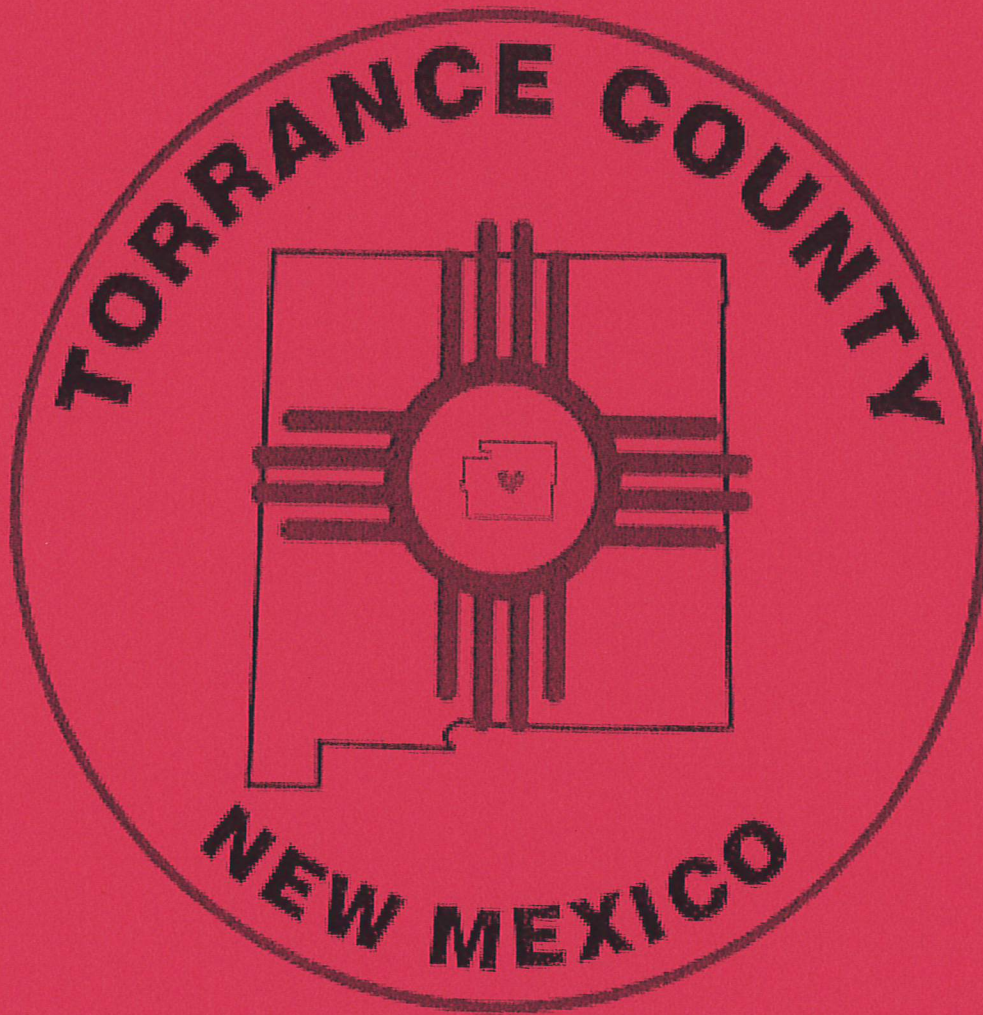
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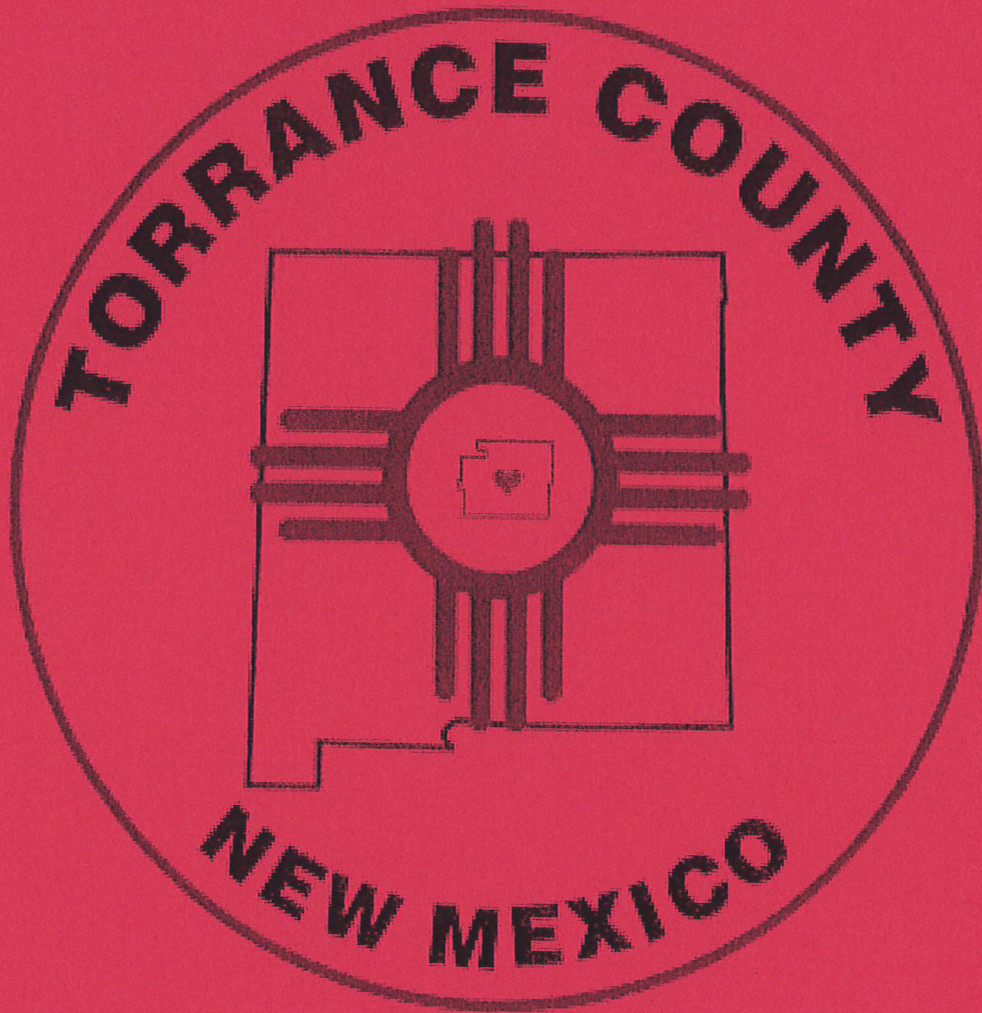
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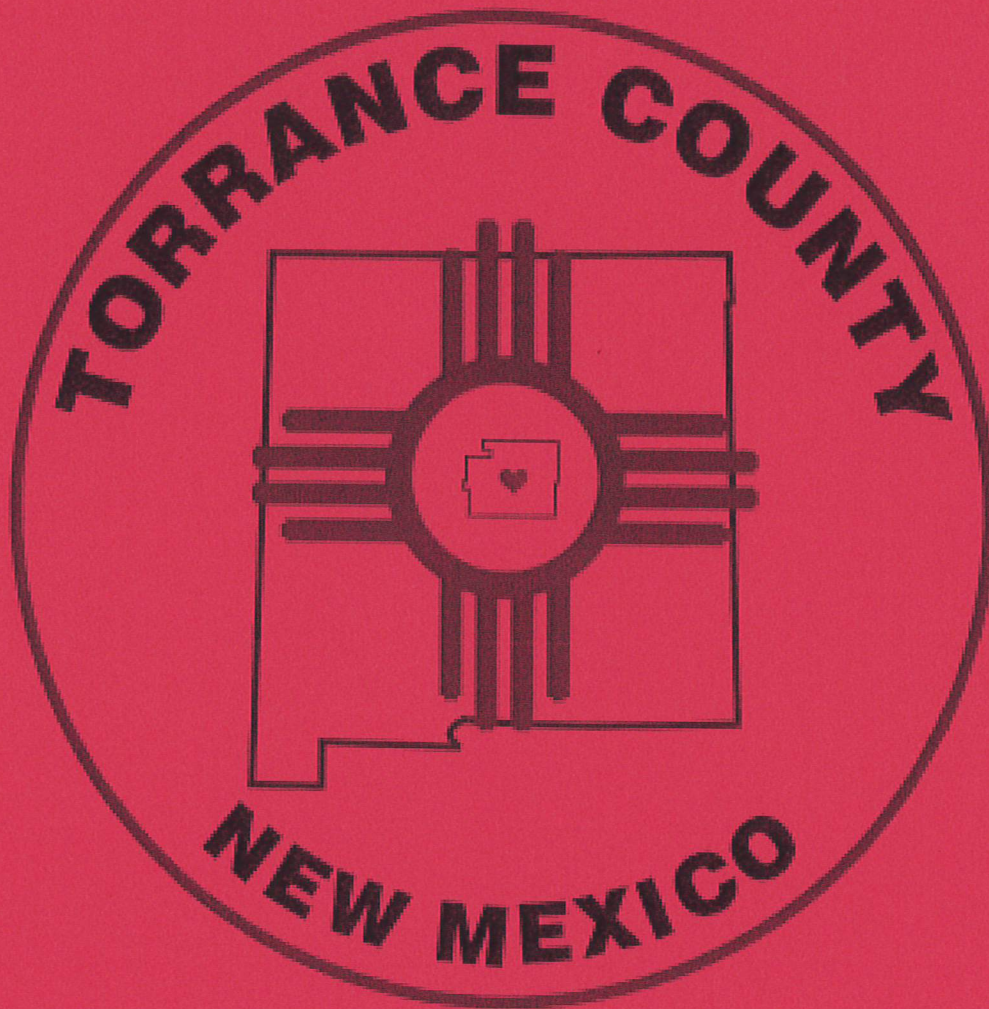
*Agenda Item
No. 13-A*



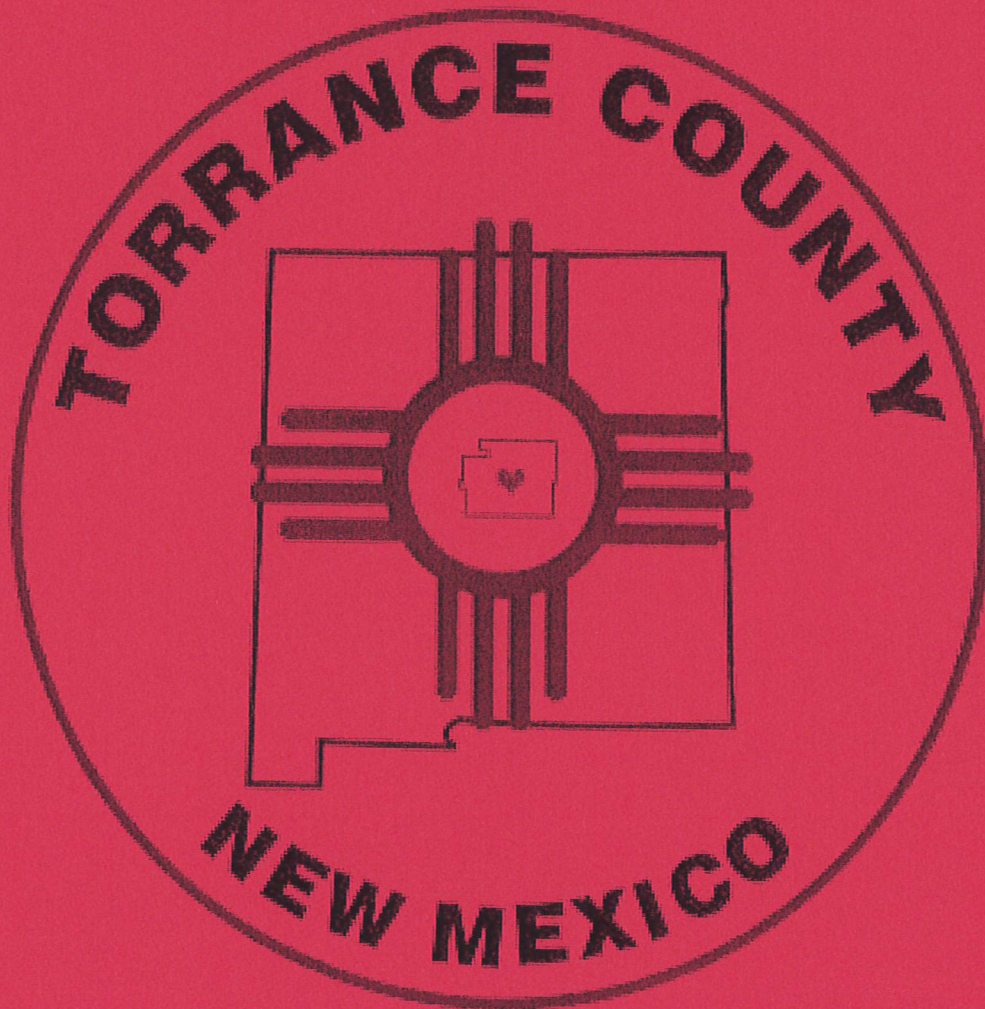
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No. 13-B*



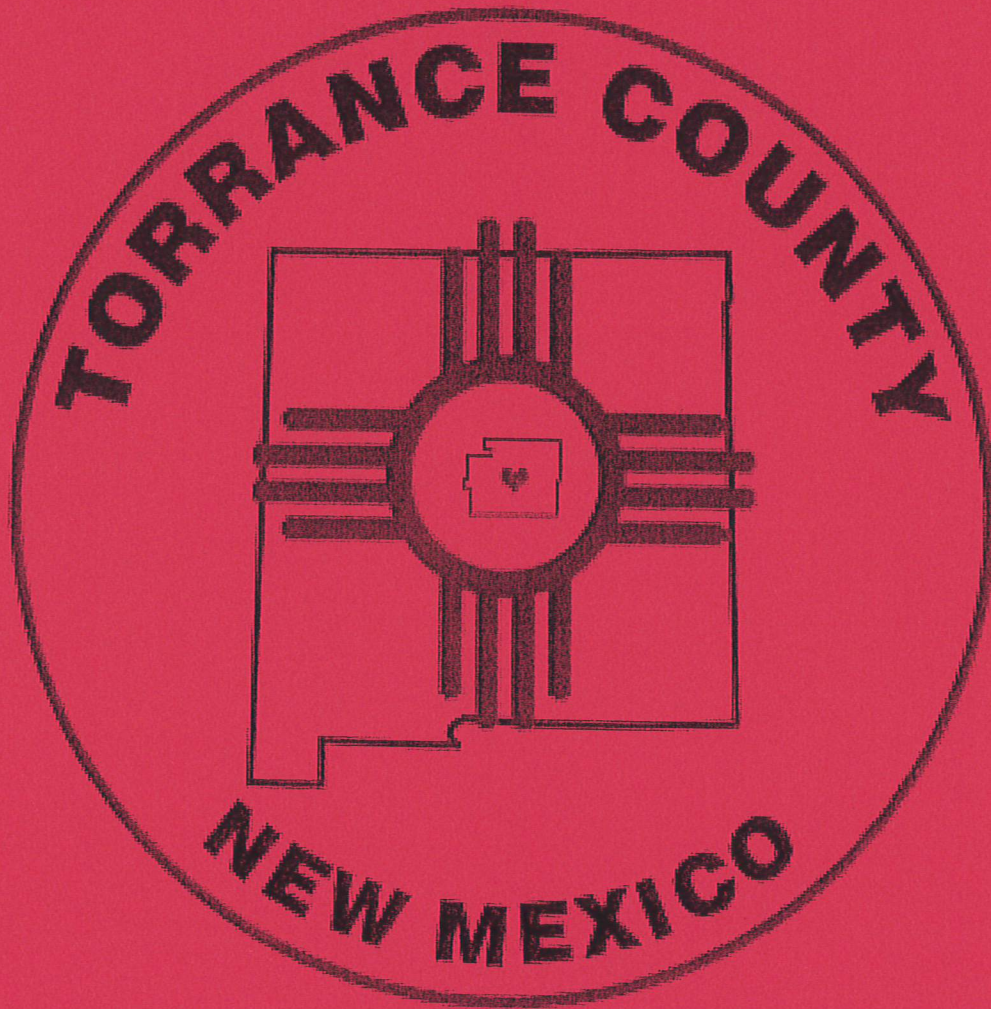
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*Agenda Item
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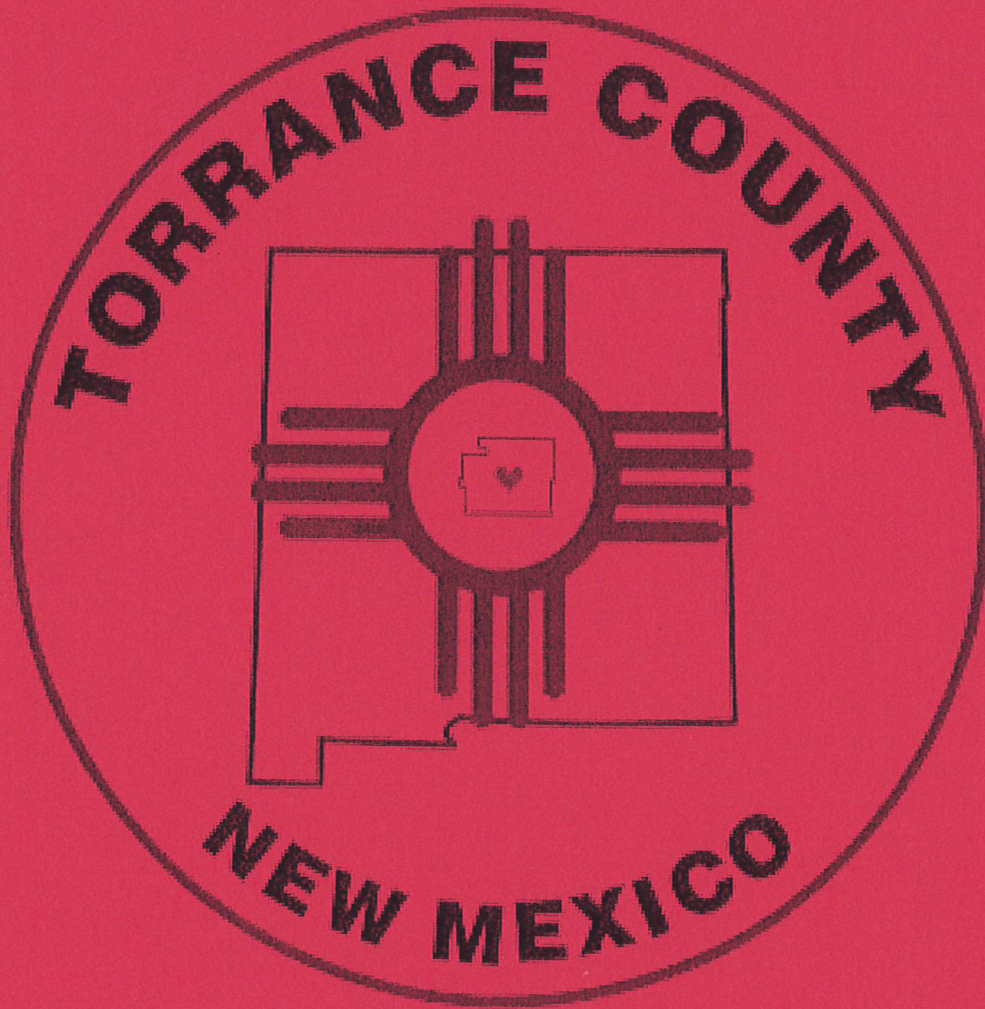
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No. 13-E*



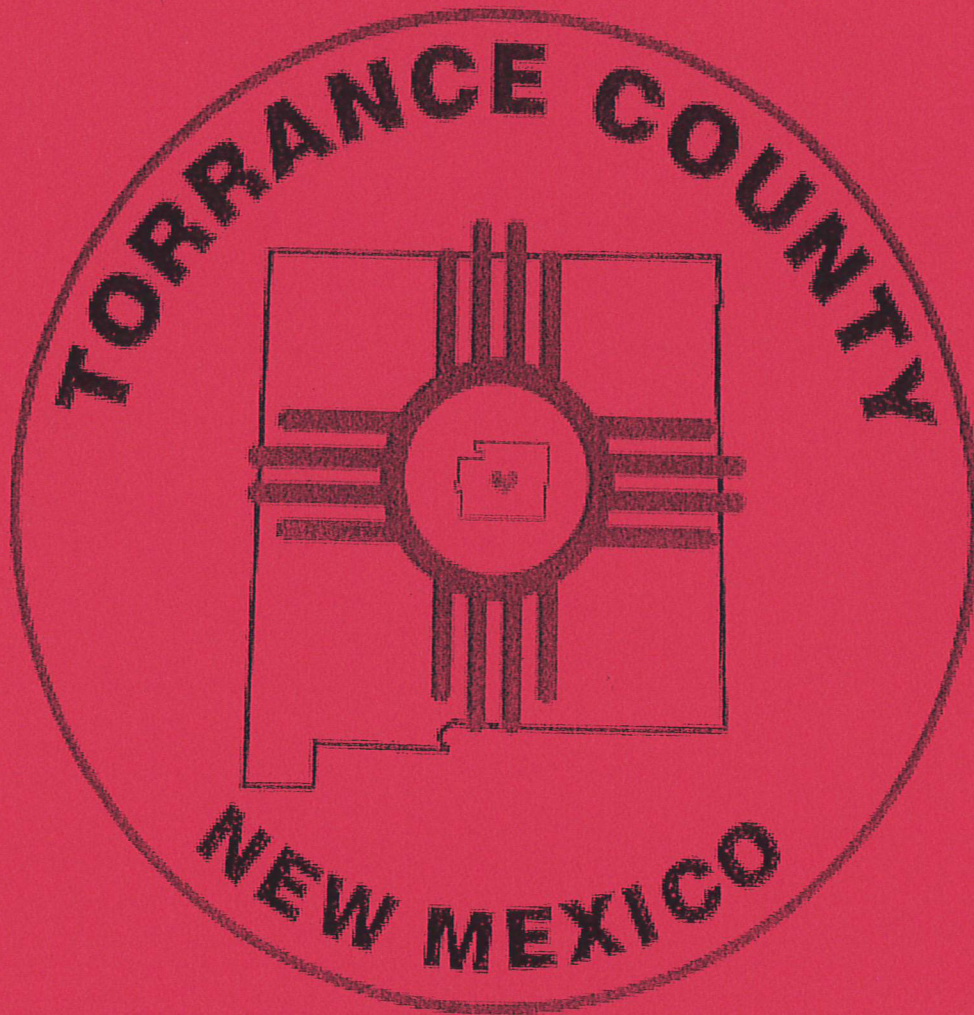
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*Agenda Item
No. 15-A*



*Agenda Item
No. 16*



Agenda Item
No. 17



*Agenda Item
No. 18*