



TORRANCE COUNTY
COMMISSION MEETING
December 27, 2023
9:00 A.M.

For Public View
Do Not Remove



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

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

WEDNESDAY, DECEMBER 27, 2023 at 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

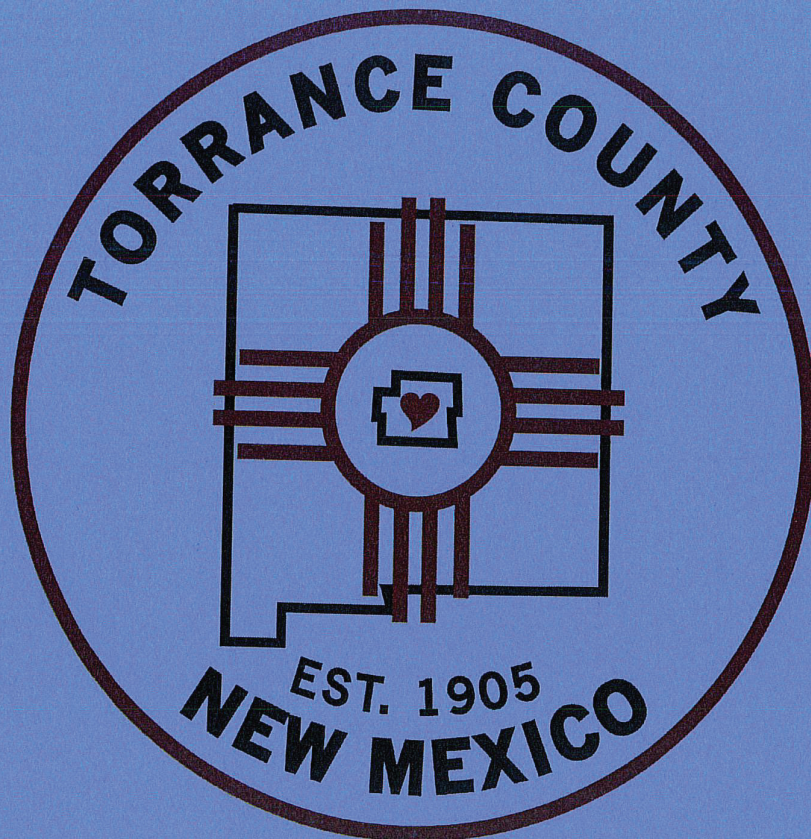
- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
 - A. MANAGER:** Retirement recognition and plaque presentation (Tracey Master - 21 years with Torrance County).
 - B. MANAGER:** Retirement recognition and plaque presentation (Kathy Ness-Reyes – 24 years with Torrance County).
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Request approval of minutes of the December 13, 2023, Regular Meeting of the Board of County Commissioners.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE & PURCHASING:** Request approval of payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

11. **ADOPTION OF RESOLUTION**
12. **APPROVALS**
 - A. **PLANNING & ZONING:** Request approval of the 2024 Planning & Zoning Board Meeting Schedule.
 - B. **SHERIFF:** Request approval of grant agreement between New Mexico Department of Transportation Traffic Safety Division and Torrance County for ENDWI (\$6,028), BKLUP (\$2,816), and STEP (\$4,400), for a total of \$13,244 (Approved by Grant Committee).
 - C. **EMERGENCY MANAGEMENT:** Request ratification of Sub-Recipient Grant Agreement, Hazard Mitigation Assistance Grant from the New Mexico Department of Homeland Security & Emergency Management in the amount of \$84,975 to update the County's Hazard Mitigation Plan; requires a County match of \$8,995 (Approved by Grant Committee).
13. **DISCUSSION**
 - A. **MANAGER'S REPORT**
 - B. **COMMISSIONERS' REPORTS**
 - 1) Commissioner McCall, District 1
 - 2) Commissioner Schwebach, District 2
 - 3) Commissioner Schropp, District 3
14. **EXECUTIVE SESSION**
 - A. **COMMISSION:** Interviews and discussion regarding the appointment of Fire Chief, closed pursuant to NMSA 1978 Section 10-15-14(H)(2).
15. **ACTION ON EXECUTIVE SESSION ITEM**
 - A. **COMMISSION:** Discussion and possible action regarding the appointment of Fire Chief.
16. **Announcement of the next Board of County Commissioners Meeting:** January 10, 2024 at 9:00 AM
17. **SIGNING OF OFFICIAL DOCUMENTS**
18. **ADJOURN**



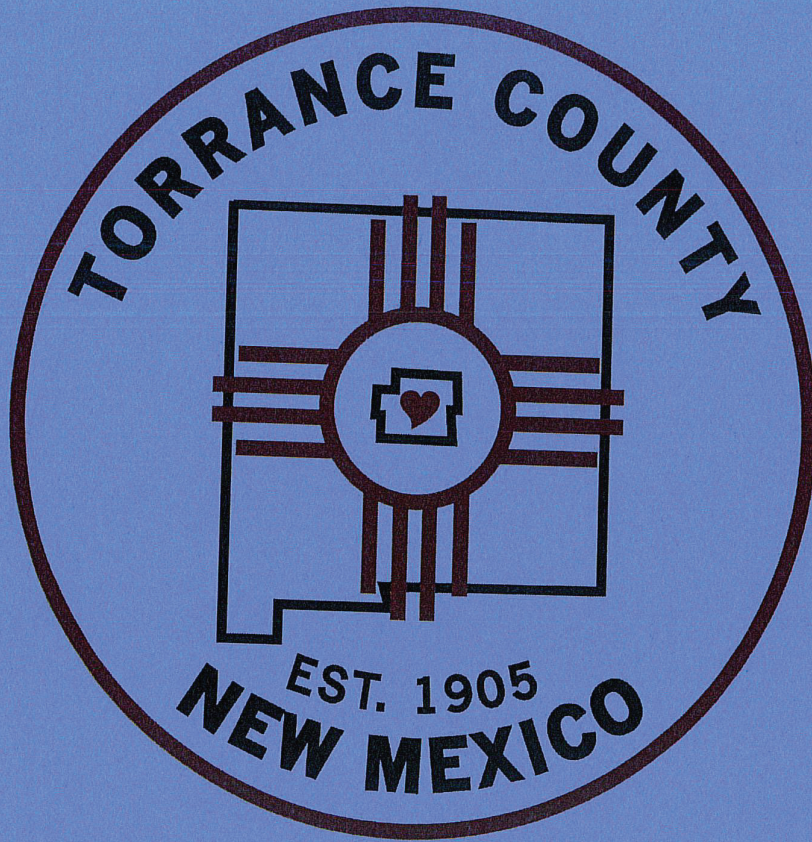
Agenda Item

No. 1



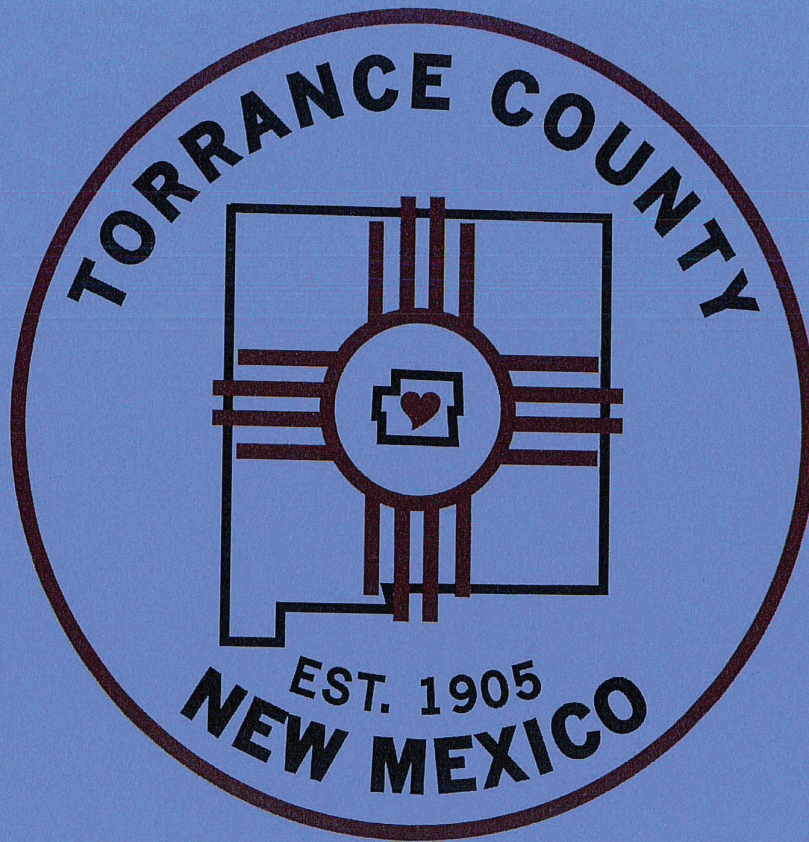
Agenda Item

No. 2



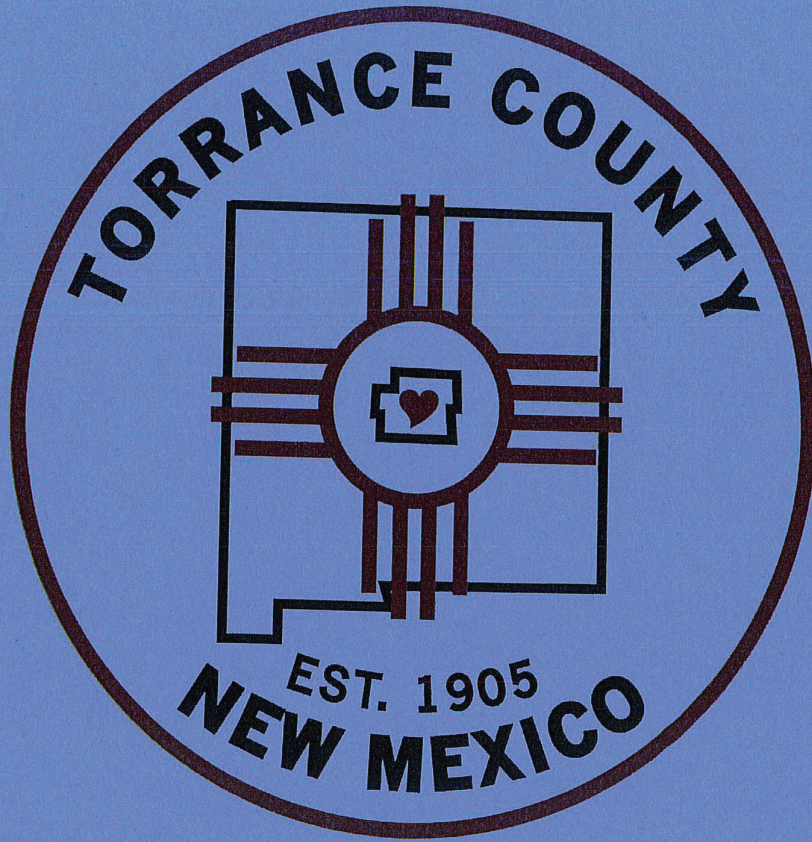
Agenda Item

No. 3



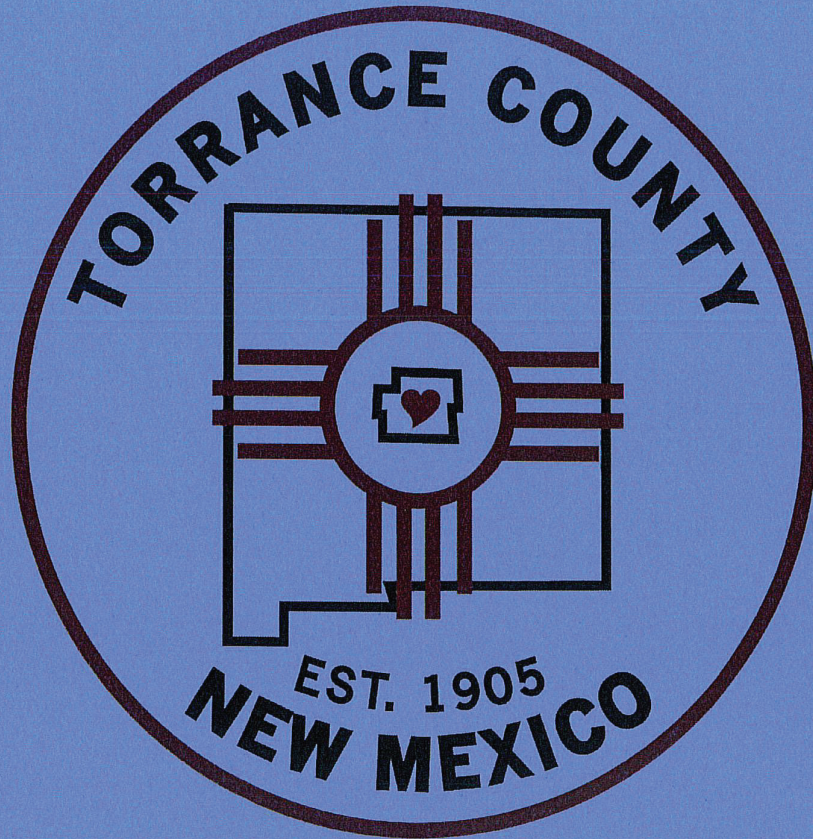
Agenda Item

No. 4



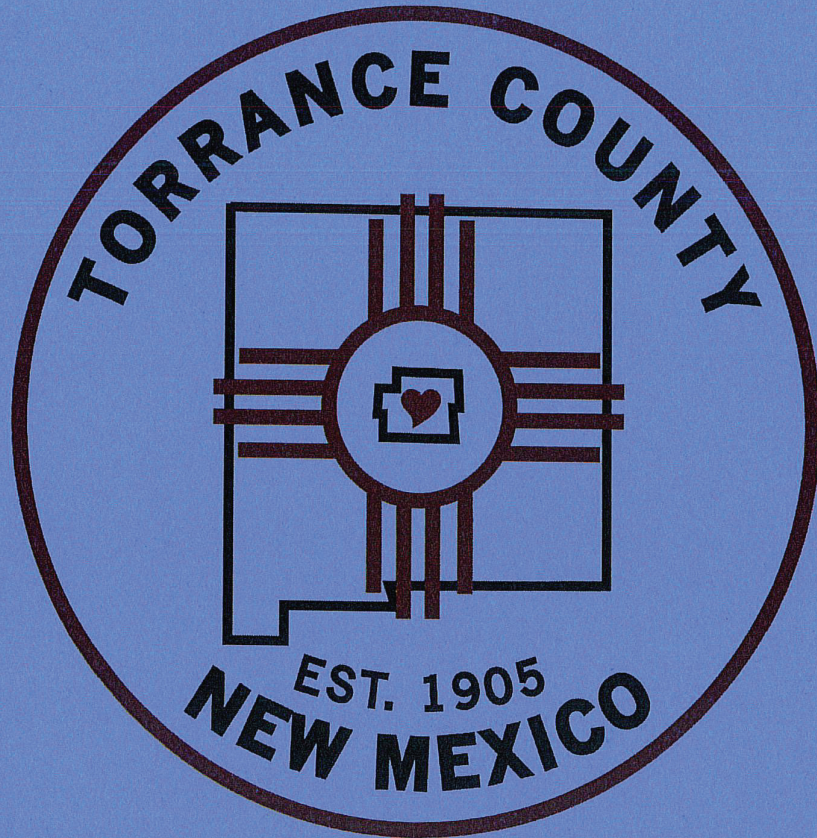
Agenda Item

No. 5



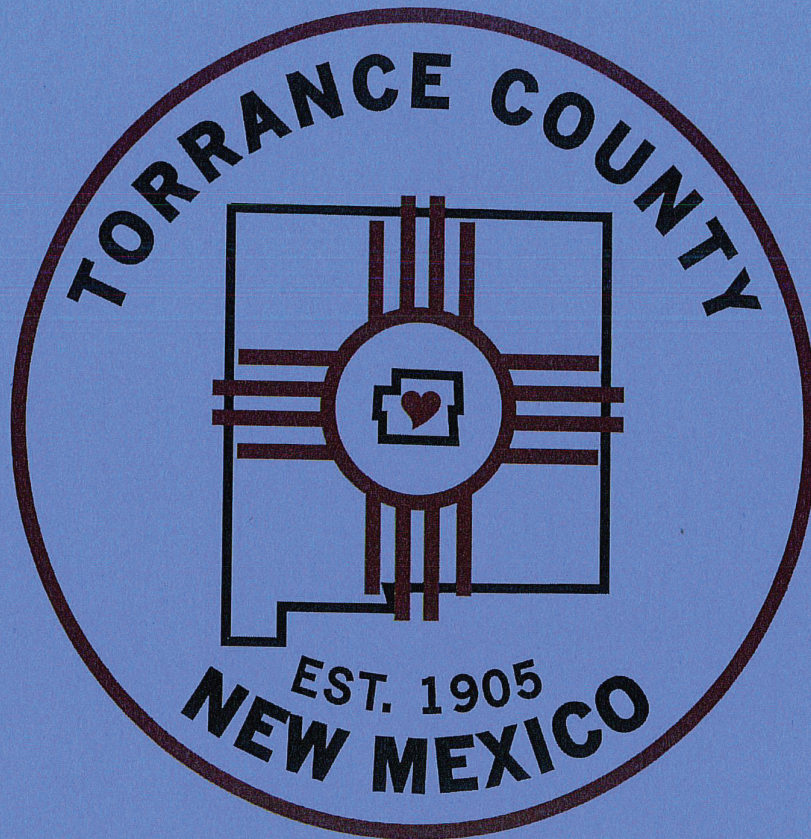
Agenda Item

No. 6



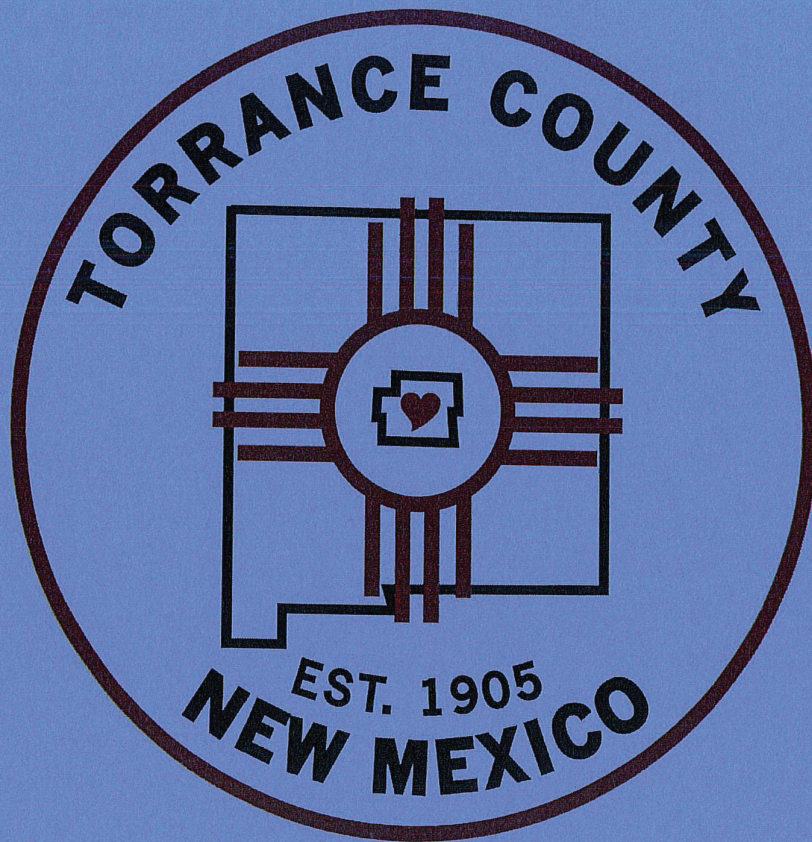
Agenda Item

No. 7



Agenda Item

No. 8



Agenda Item

No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
December 13, 2023
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
KEVIN MCCALL – COUNTY VICE CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
TRACY SEDILLO – DEPUTY COUNTY MANAGER
RANDALL VAN VLECK – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. **Call Meeting to order.**

Ryan Schwebach – County Chairman: Calls the December 13, 2023, Regular Commission Meeting to order at 9:05AM.

2. **Pledge lead by:** Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall – County Commissioner

3. **Changes to the Agenda:**

Janice Barela – Madam County Manager: Items 13A, 13B and 13C to be moved before 12 approvals. Item 12 E deferred and item 12F has a typo it reads \$15,000.00 It should be \$1500.00.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS:**

A. **MAINTENANCE:** Employee Service Year Pin: Dominic Romero (2)

James Solomon – Facility Director: I would like to present Dominic with this two-year service award. He's done a really good job. We're not out changing lives, but we are improving people's lives.

6. **BOARD AND COMMITTEE APPOINTMENTS: None**

7. **PUBLIC COMMENT and COMMUNICATIONS**

Linda Jaramillo-County Clerk: After an election, I am asked to get the cost for the election and submit it to the Secretary of State. The total cost for this election was \$49,420. I submitted all the supporting documents to the Secretary of State for all the money that was spent for the 2023 Local Election. They allotted \$40,000 and they will reimburse us for the \$9,420.24, after they review my documents. We had an automatic recount on December 4th, 2023, for the Regular Local Election at the direction of the Secretary of State and the State Canvassing Board due to there being a 1% margin between two candidates in the Vaughn School Board race. We share the school district with Guadalupe County, they also had to do a recount. This school district is in the Encino/Duran area. There was a lot of planning and synchronization of ballot movement to meet the requirements of the recount under the careful watch of Gordon Bennett, representing District Court, myself and coworkers who helped with the recount. We removed the ballots to be recounted from the locked ballot boxes. All ballots were found in all eight ballot boxes which had been opened and run through eight tabulators for the Local Election. The automatic recount required ballots to be hand tallied and then run through three voting machines. One for Absentee by Mail, Early In Person and Election Day. All ballots with votes for the Vaughn School Board were run through the tabulators

and matched the results of the hand tally ballots for the recount. Those also matched the results reported on Election Night for the 2023 Regular Local Election on November 7th, 2023, all ballots were returned to the proper ballot boxes and sealed. We also had a post-election voting system check for the 2023 Regular Local Election on the same day as the recount. This was initiated by the Secretary of State and the State Canvassing Board. Zlotnick & Sandoval, Certified Public Accountants were engaged to conduct this audit, as per election law. All precincts in the State of New Mexico are subject to selection for the voting system check, this checks the accuracy of precinct tabulators. The precinct chosen for this check was precinct seven. The races checked in precinct seven where the school board member at large at the Estancia Municipal School District and the Soil and Water Conservation District, East Torrance Soil and Water Conservation District. Precinct seven ballots were removed from all ballot boxes that were then hand tallied by the categories that they came from, Absentee By Mail, Early In Person and Election Day. These were not run through the tabulators, but the outcome of the hand tallies were compared to the results tapes done on election night and everything matched. I am confident the accuracy of our voting tabulators was proven in this recount and post-election voting system check. I hope that this will also help others to have confidence in our tabulators and the election process. I can only speak for Torrance County; I pledge to all voters that our elections are run with the utmost care to protect the integrity of your vote.

Tracey Master-County DWI Program Coordinator: This is my last public comment as an employee after 21.5 years. As employees we must always be cognizant of our actions and their impact. We often don't want to rock the boat. We just want to be able to do our jobs without fear of retribution or retaliation. Today though I come to you as an almost former employee free to say what needs to be said. Number one: although this administration has been very supportive, I believe my program has held little value to this Commission. A feeling solidified during the November 8th commission meeting when you approved an expenditure by the Fair Board that was made without prior approval from the county because it's only right to pay someone for work they have completed an absolutely correct decision. But a different decision from five months ago when you denied my request to pay for someone for what he did while I was unavailable due to medical issues. Of course, they could have brought a county laptop to me in the hospital like they did when I was recovering from a stroke a few years ago. So I could continue doing my job. There's one thing that you should know, Commissioners, about that June 28th meeting, as you'll recall, the former Finance Director sat in this chair here admonishing me for waiting until after the work was completed to request the amendment to Mr. Ortiz's contract. What you didn't know is that I didn't wait. The

request was submitted to Finance on May 10th long before the hours had been worked. Number two: as some know, I have used quite a bit of sick leave recently. Unfortunately, I had the opportunity to overhear a couple of employees discussing whether I should be using so much sick leave because I don't look sick. Please don't feel that you have to have these conversations behind my back. You can come up to me, you can ask me, and I will be happy to tell people that my personal health information is no one's damn business. Number three: in March, I learned that my annual leave had been miscalculated and there had been a glitch in my hours from August 22 to March 23. In April, I requested a complete audit and learned that my annual leave had been miscalculated for 18 years from December 2005 until July 2023 resulting in an under award of 214.45 hours. I asked if there would be any kind of resolution because I did not cause this problem. I was told no because the personnel policy clearly states we are only permitted to carry over a certain number of hours into each new calendar year. I didn't fail to use the hours I didn't know I had them to use. But due to malfeasance, negligence, incompetence, or whatever word you want to use Torrance County fails to award me annually which the personnel policy clearly states I earned, This is unacceptable, and it is nothing less than theft. I encourage every single Torrance County employee to demand an audit of their annual leave because if it can happen to me, it can happen to you. Finally, I want to give my sincerest thanks to Torrance County, staff, community members, colleagues, agency partners and business owners who supported this program as well as every person who has ever done anything to support our efforts. You are the reason this program has been successful. In closing, I would like to invite the entire community to my retirement party, Friday, January 5th, 2024, from 6 PM to 9 PM at the Moriarty Lions Club. Because if it wasn't for you, the community there wouldn't have been a program and I love you all.

Hanna Sanchez-Deputy Fire Chief: I come before you today to finally let you know that we have fully staffed the EMT Firefighter positions. Monday we hired two additional Lieutenants to our team. Carol Morgan comes to us as an intermediate with her fire two and her engineer's license, and Gerardo Reyes a paramedic also with this fire one, fire two instructor and both of them have more fire trainings that I'm not sure of at this point. I wanted to welcome them to our team.

Murray Hart – Resident: I live on Linda Vista Drive in Tajique. I want to make a brief report to the Commission this morning. We have looked at the county map

and have discovered that there are 15 parcels that are adjacent to Linda Vista Drive. We have two families that live on little spur roads that are off of Linda Vista Drive. I have sent a letter out to all of these parties letting them know that Commissioner Schropp brought the possibility that Linda Vista Drive might become a county road advising them that it was a discussion here at the County Commission.

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes of the November 8, 2023, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the November 8, 2023, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Yes: **MOTION CARRIED**

B. COMMISSION: Request approval of minutes of the November 15, 2023, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the November 15, 2023, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: - Abstain: **MOTION CARRIED**

9. **APPROVAL OF CONSENT AGENDA**

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

B. PLANNING & ZONING: Tenorio Special Use for Family Retreat Center

Donald Goen-County P & Z Director: Prior to this application being submitted to Planning and Zoning, I had done an onsite visit. I was well acquainted with the operation that they had in place and what they intended to do. We discussed requirements, and future development with the site and what their intentions were. This whole enterprise is well thought out, very comprehensive planning. There were several letters of support from all the surrounding neighbors that were submitted with the application, there was no opposition to this from anybody in the general area. The board did approve this with a unanimous vote. Mr. Tenorio, the applicant is present if you have any additional questions for him.

Anthony Tenorio – Resident: Anthony Tenorio born in Willard, New Mexico, went to school in the College of Eastern and then got a job in Albuquerque. I lived there for three or four years and decided that I wanted to come back home. I didn't want to drive all the way from Willard to Albuquerque. McIntosh, to Albuquerque was palatable. I've done that for 50 years. We moved there in 1967, we had a single wide trailer, and we have over the years just continued to add to the property. After my kids all got out of college, one of them went and did some missionary work in Tijuana and then in New York City and came back with the idea that we should do a summer camp for kids. We started in 2006 and have been doing some for many, many years, we skipped the year that my wife passed away, but we have continued to do it. We build facilities for accommodating 40 kids and a staff of 30. We do that every year in the summer months, July, and August time frame. That has led to us, because we have the facilities, doing more functions for churches in the valley. I'm the youngest of 10 and my wife is in the middle of 11. Between the two of us, we have 50 uncles and my first cousins, there's like 200. We've had many, many family gatherings there and we plan to continue to do that. The issue that we had is

that it was really designed for smaller kids, you know, 7 to 13 years of age or so. We're finding out that as we move on to do other functions, there's many more adults. My siblings and myself, we all had motor homes, it's been pretty hard for us to drive those anymore. So we decided to add space to accommodate 40 adults. There's two cabins. A couple of years ago, we rented the Manzano Mountain Retreat, and we are imitating what they've done over there for the cabins. So we want to do two cabins and continue doing the things we've been doing.

Donald Goen-County P & Z Director: The P & Z Board has already heard it and approved it.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Tenorio Special Use for Family Retreat Center.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:
None

11. ADOPTION OF RESOLUTION:

A. FINANCE/GRANTS: Resolution 2023-48, Transportation Project Funds for King Farm Road.

Amanda Lujan - Grants Administrator: This is a transportation project fund from the state to upgrade King Farm Road. It is 95% at \$358,219.61 and comes from DOT. We have a 5% Torrance County match at \$18,853.66 for a total of \$370,073.27. It will go from Highway 41 to Abraham road for two miles and proceed north to King Farm Road 1.5 miles up to Santa Fe County line.

Leonard Lujan-County Road Superintendent: The description of that is from Highway 41 all the way to Abraham, then start a project at the cattle guard proceeding north for 1.5 miles. With a three-inch overlay inch. The width will be at 21.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Transportation Project Funds for King Farm Road.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

B. FINANCE/GRANTS: Resolution 2023-49, Transportation Project Funds for Martin Road.

Amanda Lujan - Grants Administrator: This is a similar transportation project funds for Martin Road. DOT gave 95%. \$189,636.80, Torrance County matches 5% right around \$10,000. The total cost being \$199,617.68. The directions are from Old 66 proceeding north 3/10 of a mile to start a project, proceed north to 0.8 miles to the end of project at the Santa Fe County Line.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Transportation Project Funds for Martin Road.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

C. MANAGER: Resolution 2023-50, Budget Adjustments.

Tracy Sedillo-Deputy County Manager: There's quite a few line items for budget increase on here. Most of these are our Trust and Agency Funds, which are the Tax Funds that were not in the original budget. Historically, we haven't reported these funds in LGBMS because of the way Triadic handled them, but Tyler handles these funds in a different manner, and it will be very difficult for us to reconcile quarterly and monthly without these being incorporated into the budget. DFA leaves it at our discretion. We are adding these funds in. The bulk of these are the property taxes with the exception of the last line for fund 561. This is the admin building loan that was not in the original budget. So we're trying to add it in because we have a payment that needs to be made before the close of the calendar year. We need to get this into our budget so we can make that payment to the financial advisor. The total increase to the budget is \$17,292,900,75. Most of this is the property tax collection that we hold for the other entities. It wasn't a part of the original FY2024 budget. Tyler handles these accounts differently. We can't separate them on the reporting the way it was done in Triatic.

Ryan Schwebach – County Chairman: This process is not affecting the budgets we're looking at?

Tracy Sedillo-Deputy County Manager: No, it's increasing the budget by this amount. 9.5 million of it is the admin loan, it is increasing the budget by this amount so that we can show the past due of that money. We collect taxes for all the school districts and there's so many funds because each school district has capital improvements, they have operational, they have debt, they're three separate funds. They're not commingled in the same fund. We have all the school districts, all the municipalities, all the state livestock that we collect for the different levies and the Soil Water Conservation Districts. That's why it looks like a lot because there are a lot of funds associated with the tax collection and this is just past due money. They're considered Trusted Agency Accounts because they're not our money. We hold them for somebody else and then we disperse them monthly. This is our estimate of what we're going to collect in taxes and disperse out in 2023. We want to put it on the books, so we don't have to come back and do another budget increase over it because it's flow through money. It's reported in Tyler now. So it's on our master reporting that comes out of Tyler. It's just not in the budget with the state through LGBS.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Budget Adjustments.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:
MOTION CARRIED

D. ROAD: Resolution 2023-51, Requesting six (6)-month extension of State LGRF SB Project D19668.

Leonard Lujan-County Road Superintendent: This is our project for our LGRF. This is a school bus project. It is two roads Pumpkin Patch and Ice Plant. I am asking for an extension on it. I had everything set up to get done then we got a storm and postponed some stuff. Then, my contractor that was going to come out to shoot the oil for us, his truck went down. So it's just kind of pushed everything further back and now the weather is just too cold. I don't want to waste the money putting it down and it won't hold the rock. Also soon as the springtime is here I can get these both taken care of.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Requesting six (6)-month extension of State LGRF SB Project D19668.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:
MOTION CARRIED

E. ROAD: Resolution 2023-52, Requesting six (6)-month extension of State LGRF CAP Project D19669.

Leonard Lujan-County Road Superintendent: This is the same thing.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Requesting six (6)-month extension of State LGRF CAP Project D19669.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

F. FINANCE/GRANTS: Resolution 2023-53, Accepting Grant Agreement with the State of New Mexico Environment Department (Legislative Appropriation SAP 23-H2505- GF) in the amount of \$50,000 to plan, design, construct and equip water system improvements in the Duran area in Torrance County, and designating Janice Barela or successor and Tracy Sedillo or successor as authorized signatories.

Amanda Lujan - Grants Administrator: We received some more capital funding from the New Mexico Environment Department and the State of New Mexico to complete some of the project for the Duran Water System. This is from the last Bohannon Houston invoice. They have completed task order two and three and then they are about 80% finished on task order four. They submitted their plans to the Environment Department. We got our feedback from them and we're meeting with Bohannon Huston to review the plans next week. So that's this portion of the project. And then if you see below that, that's all the funding we've received for the Duran water project. The one crossed out in red is one we've just spent out and are about to close.

Janice Barela-Madam County Manager: This is a Legislative Appropriation. Environmental Department requires a resolution with it. They're the ones that have the oversight for this money as we're working with them.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve -53, Accepting Grant Agreement with the State of New Mexico Environment Department (Legislative Appropriation SAP 23-H2505- GF) in the amount of \$50,000 to plan, design, construct and equip water system improvements in the Duran area in Torrance County, and designating Janice Barela or successor and Tracy Sedillo or successor as authorized signatories.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

G. COMMISSION: Resolution 2023-54, Adoption of PERA Fire Plan.
(Commissioner Schropp)

Samuel Schropp-County Commissioner: It's my belief that in order to grow the Fire Departments and attract qualified individuals. We have to change the retirement plan if that's what the career staff want. That sets us up to make good faith offers to anyone who may decide they want to come to work for us. I think this is better voted on now rather than later. We have applicants for the Fire Chief position. As Deputy Fire Chief stated, she is recruiting and hiring people. In order for our staff and cadre in the Fire Department, we have to have this settled and off the table.

Janice Barela-Madam County Manager: On your hand out is a draft resolution, the resolution title states a resolution authorizing an election for adoption of municipal fire member coverage plan two. However, I didn't know what the Commission would decide if you were to pass this resolution today. It can be changed to whatever Fire Plan you would decide to do. I can fill in information relevant to that as well. In previous discussions with the Commission, as we were going over PERA plans and also in communication with staff along with the presentation, we talked about it previously and career staff came in to visit with the Commission on this item. The Commission also requested that I reach out individually and hear from the career staff, what their opinion is and which Fire Plan to move toward, given that Fire Plan Four and Five, Five in particular would have the largest impact on the employees for their portion and the contributions. All the staff that I spoke with, and I believe I talked to the majority of them, would like to move to the Fire Plan. All of them decided that they were ok with a lower plan, but with a goal of hopefully moving eventually to Fire Plan Five, two stated straight out, I cannot afford Fire Plan Five right now, please do not go to a Fire Plan Five on their current salaries. When we talked about this previously, the lowest impact and what would allow them to get into a Fire Plan, would be Fire Plan Two. Your additional documents have impacted one of the individuals, the increase that would occur for them and the increase that would occur with the county's contribution as well. Currently the Torrance County Fire Department is under the same municipal plan two that the rest of the Administrative staff would be under. The only individuals or only staff that we have on a different plan would be our Sheriff's Office, the Commission had previously taken it a step at a time up to Police Plan Five. Currently we're under Municipal Plan Two and the employee's contribution on that is 11.65% of their salary. Torrance County for each employee pays 10.8% of the salary. The pension factors in the percent that they have towards their retirement of their salary when it comes to the end of the retirement for tier one. Everyone that's in tier one would be accumulating 2.5% every year of service,

on tier two, it's 2% if we move to Fire Plan One. The contribution goes up to 12% for employees and for Torrance County goes up to 12.65%. The problem with this plan is that we do have some employees in the Fire Department that are tier one. Under the current Municipal Plan Two, they're at 2.5% for tier one. If we go to Fire Plan One, they drop down to only 2%. That's why this Commission talked about for sure, not doing Fire Plan One, but I wanted to remind you of that issue and also inform the public. On Fire Plan Two, it remains just a small increase to the employee at 12% and Torrance County would move from 10.8% up to 19.15% contribution and it would not change any of the pension factors. They would remain for tier one at 2.5% and tier two at 2% the increase overall to the employees, all the employees would be at \$2,569.70. That's not very much. The larger bulk would go with the county increased contribution, which is a total of \$61,305.56. Any increases that you give to salaries will increase their contributions for the employee as well as the county.

Samuel Schropp-County Commissioner: The percentage would stay the same because the number in the salary went up, the number will be higher at that 12%.

Janice Barela-Madam County Manager: Yes. When you move to Fire Plan Four, this is where it impacts the employees more. The contributions move from where they are currently 11.65% up to 16.8%. For tier one, there's two different contributions that they would have to give. So for tier one, we would pay 22.9%. For tier two, we would pay 21.9% and the pension factors, this is where it increases. If we approve Fire Plan Four, then the pension factor for tier one is 3% a year, for tier two, it's 2.5%. Fire Plan Five, which is what a lot of the Fire Departments around the state have moved to, is the largest hit on the employee. In comparison to Fire Plan Four, in particular, it changes where the Municipal Plan right now is at 11.65 up to 20.20% for the employee and Torrance County. This one doesn't matter if it's tier one or tier two it is at 22.9%, the pension factors go up. So it would change right now. Tier one is at 2.5%. Fire Plan Five would move them up to 3.5% and tier two is currently at 2%. Fire Plan Five would move them up to 3% a year. So I can also go over for each one of the plans what the amount would be in the additional funds that the county would have to put forward. I gave that for plan two for Fire Plan Three, it would be an additional \$88,838 a year. At the current salaries, Fire Plan Four would be an additional \$82,570.34 at current salaries. Since this one is contingent upon whether it's tier one or tier two employee, that's assuming that we keep the same employees that we currently have, and we don't have additional tier ones that come on staff. For Fire Plan Five, the total contribution to the county would increase to \$88,838.00. The increase to the employees overall for plan five is \$62,773.97. That's divided amongst 14 positions. That's where the largest impact would be on the employees. That's why

two of them had expressed that they were not prepared to financially support Fire Plan Five.

Samuel Schropp-County Commissioner: If we look at Fire Plan Two, the Torrance County contribution will go from 10.80 under the Municipal plan two to 19.515 under Fire Plan Two. We can advertise that as part of the compensation package as we are making offers to people. While that's a hit for the county in the long run, it's going to make us more attractive in getting qualified candidates if you remember, as we look at Fire Plan Five, the candidate that we spoke with Fire Chief was the Sandoval County Battalion Chief, said Sandoval County pays half of that 20.20% employee match as well as the 22.90. We are never going to be able to compete with that, but we can start the process by moving to PERA and start bringing us up to more equitable footing with departments around surrounding us.

Janice Barela-Madam County Manager: The Commission meeting where some of the staff addressed this issue, they did bring up the possibility of not contributing into Social Security. We're still checking into that. We are not prepared to answer that at this time, but I didn't want you or the public to think that we didn't take that into consideration or are not continuing to look into it.

Ryan Schwebach-County Chairman: Explain to me the pension factors.

Janice Barela-Madam County Manager: If you work 20 years at 2.5% then you would be getting 50% of your salary. So every year you would accumulate a certain percentage and that's the pension factor. At tier one on plan two, they would accumulate 2.5% and they could retire after 20 years. It would be 2.5% times 20. Their total amount that they would get, percentage wise, of their salary would be 50%. If you are looking at it from tier two, the pension factors would accumulate 2% a year and then they have to work 25 years in order to be eligible for retirement, it comes out to the same 50% of their salary. Now, when I'm talking about their salary, just for your information, it's their top consecutive 36 months of salary for tier one. I believe it is five years' worth for tier two. So it's taking their average high consecutive. It's not just one year I got paid a large amount and then I worked for a lower rate, came back to another high year. It's consecutive plus at their highest rates.

Kevin McCall-County Vice Chair: I need some help to break this down here a little bit. The Municipal Plan Two, which we're currently on, and the pension factor is the exact same as it is under fire plan two.

Janice Barela-Madam County Manager: That is correct. What makes this advantageous is that this career field in particular, has a lot of stresses on individuals, the legislature understood that and gave opportunity for people under this plan to retire earlier so that they are not exposed to this for a longer period of time and their pension factor remains the same. It's their choice. They can choose

to retire at 20 years, or they continue on up to 90% is what they can work towards. It's not that they have to retire at 20 years for tier one or at 25 for tier two. This gives them the opportunity. If they are at the place where I can't do this anymore, they can retire and start drawing their pension for 50% it may not seem like very much, but they have the opportunity to move on to another career as well.

Ryan Schwebach-County Chairman: How does this work? If we got an employee in the Fire Department? Is it because at tier two instead of 25 years to retire, they can do it at 20?

Janice Barela-Madam County Manager: That is not correct. Tier two at 25 years if they go into a fire plan. Currently there are 30 years, but I think it also includes something with their age.

Ryan Schwebach-County Chairman: Where I'm going with this is if all of a sudden they can retire at 25 years, we got somebody with 22 years, they can retire in three years.

Janice Barela-Madam County Manager: That is correct.

Kevin McCall-County Vice Chair: By going to plan two?

Janice Barela-Madam County Manager: That is correct.

Kevin McCall-County Vice Chair: We're not changing their pension amount; all we're doing is buying the ability for them to retire in Fire Plan Two versus Municipal Plan Two.

Janice Barela-Madam County Manager: We are changing their pension overall. We're not changing their pension factor so they could retire, they would be in less years, but their percentage of retirement at the time of retirement that they would receive from their salary would be less because they wouldn't have as many years with that pension factor to accumulate.

Ryan Schwebach-County Chairman: The paying is about the same, but on the fact of the way PERA is factoring us. We have an individual that PERA was planning on working 30 years before they draw their pension. We just took five years off of that. They had 22 years paid in. How is that 20 years at the lower rate paid in? How is that compensated as far as PERA is concerned?

Janice Barela-Madam County Manager: That's compensated by the pension factor. So whatever pension factor they've been accumulating for each year doesn't change. For example, if somebody worked in another, Fire Department and they had Fire Plan Five and they've got the pension factor for tier one at, 3.5% for every year that they were there, that percent remains with them for the service that they earned credits that year, and it would change moving forward whenever they come into Torrance County. For every year, whatever it is, whatever plan you're under. I'll give an example of what I will have when I retire. I worked at the Estancia Municipal School District. There's a different pension factor that I have with them.

I worked for a short time with the State. There's a different pension factor that I have had during the time that I worked with them, and then now with the County. They will take every one of those and they will have a calculation to put it together. But for us, we're looking specifically at the service years that they have with Torrance County. Which one of our plans the Commission want to do, that would determine their pension factor, what percent they would get of their ending salary or whatever is calculated as their top three years or top five years that would go towards that multiple multiplication and the percentage.

Ryan Schwebach-County Chairman: We need to make this move. It's clear we're having issues recruiting. I would like to get dispatch in there one way. Obviously, we can't do it like this, something we need to look down the road. I also think it's appropriate that we stair step it similar to what we did with the Sheriff's Office. Essentially this is a raise, no matter how you look at it. So we have to take it accordingly. If, the employees are good with Fire Plan Two, I'm ok with that. Then we can talk about moving on down the road.

Janice Barela-Madam County Manager: Two things to address also or one to make you aware of, is that if you pass this resolution and I know you know this from doing the Police Plans, it's irrevocable. So you can't ever choose to go down to a lower plan once you have this passed and it's passed by the board. It will require a vote by the career staff, those that are impacted will have opportunity to vote on this. I don't anticipate there being any issues they all have expressed an interest in this. On the resolution you'll find under the now, therefore, be it resolved that there is a blank there. It's because on the resolution, we're supposed to designate the date of that election to occur. I asked our HR Director Chellie Wallace to come and speak about the process of how that would work and what date we've selected commissioners.

Rochelle Wallace - HR Director: If you look in your additional documents, One gives you a timeline of what would occur and the timeline in which it would occur. If you had to approve this resolution, The next board meeting for the PERA Board of Trustees is January 25th. I've actually confirmed that as it's on the bottom of their agenda from their last meeting. We have to wait at least 30 days and the maximum of 60 days. So in between is when we would schedule our election, I am suggesting that we have a member notification on February 5th to let them know that we will be having an election, the absentee ballots go out on February 26th, which is one day after the 30 days required and the election date on March 4th because we have to have five days absentee at minimum. Then we would be able to tally that and report it to PERA for their decision on March 5th. That's kind of the structure that's outlined by this process.

Janice Barela-Madam County Manager: The resolutions before you was considered a draft because I knew that we would need to put in the date of the

election and also in the event that you were to change your plans from a Fire Two a different plan and it could be changed. So I can fill in quickly at the end or during the break, the information and have it prepared and ready for whatever the Commission approves. So if you're good with that date, I can add that date to the resolution which will be March 4th, 2024.

Kevin McCall-County Vice Chair: I do not feel comfortable today voting on this as you stated. It can't be reversed after it's been passed. The fact is I need to see what \$61,305 is to the county, what that looks like and for the employees before I can feel comfortably voting. Yes. I don't understand it well enough today to vote.

Samuel Schropp-County Commissioner: This is well established. The numbers are there and the citations in the ordinance are there just take the time to take a look at it. This has to be done.

Ryan Schwebach-County Chairman: Couple things here. Firstly, this is brought by Commissioner Schropp which I respect, with that being said, Commissioner McCall, I have to respect his desire to understand the numbers and how they impact the budget. So I have to respect both Commissioners. What I am hearing is that this is something this Commission is looking at and we'll move forward with. I think we need to change this timeline to fit where we can get our information and at the next regular meeting, approve it. We've had these conversations before with Dispatch, with one-on-one understanding and what's possible there and the implications. When we did it with the Sheriff's Department, it was the Sheriff's Department and the Sheriff that brought it to our attention, and they had a very focused plan on how to do it within their budget. It made a lot of sense. I have to side with Commissioner McCall on this that yes, we've talked about it, but we have not dove into the finances. I think it's important this entire Commission is behind and not just with a two to one vote or killing it. I think it's important that we all understand the implications and I think it's very clear that we're moving forward. So with that being said, I think we're going to defer because I will not vote on this today.

Action Taken: Deferred

12. APPROVAL

- A. COMMISSION:** Request concurrence of letter stating Commission's position on renewal of ICE's contract with Torrance County. (Commissioner Schropp)

Samuel Schropp-County Commissioner: In October this commission received an email from Ian Philabaum of Innovative Law Labs and the Non-governmental Immigration Organizations representing detainees and immigrants urging us not to renew Torrance County's contract with Ice, Core Civic. The following is the reply to that request as we discussed, and I will now read it into the record as the commissioner's reply to Ian Philabaum email. Dated December 13th, 2023, and it addresses all of the signatories to that email; To Whom It May Concern. My name is Samuel Schropp. I am the County Commissioner representing Torrance County's third district. I'm writing on behalf of the Commission in response to your email dated October 24, 2023, in which you urge the commissioners not to renew the contract agreement between Ice, Core Civic, Torrance County for the operation of the Torrance County Detention Facility. For those who don't know me, I will start with a short biography. I grew up alongside the Mississippi River near Saint Louis, Missouri. I went to work in the inland maritime industry while attending the University of Missouri at St. Louis in 1975. For the next 45 years, I worked in various roles in the maritime industry including the American Waterways Operators Responsible Carriers Program inspections and audits of vessels, facilities, recordkeeping and training programs, policies, and procedures. The AWORCP program was eventually adopted into law as Title 43. CFR. My role was to ensure that companies, vessels, and crew members were in compliance with the applicable CFRs also worked for 24 years as a litigation consultant, expert witness in Admiralty Law, property damage cases and Jones Act personal injury cases. My reports and opinions to the federal courts in those cases are subject to vigorous challenge and critique through deposition and cross examination at trial. I was appointed to the Torrance County Board of Commissioners by Governor Michelle Lujan Grisham in March of 2023, and since that time, I have been given unfettered access to the TCDF. I have arrived unannounced each time on weekends, holidays, business hours and outside of business hours. I have walked every unit in the prison checking individual cells at random. I have worked with the Warden and his staff addressing deficiencies as I found them. I am not a fluent Spanish speaker, but with the help of the staff escorting me at the time, I have spoken with random detainees and quizzed staff on their knowledge of operating policies and procedures. Core Civic has provided me with copies of proprietary information in the form of policies, procedures, maintenance records, and work order. As a Commission, we believe that strong and objective oversight is necessary to ensure that all applicable regulations, policies, procedures, and standards of human rights are adhered to. I read the email authored by Ian Philabaum, including the report cited in the email. To me, they read like the fundraising letters I get from the ACLU, SPLC and various other groups seeking funding. I have attached a copy of one of my reports and a link to an article written by Todd Brogowski after he

accompanied me on one of my visits to the TCDF as examples of objective, factual reports with the proper citations as an example on how a report should be written. The article in the Mountainair dispatch is Walking the Torrance County Detention Facility. As I have discussed with Ariel Prado and Mr. Philabaum, your over-the-top, emotional writing style is better suited to raising money and inflaming passions than informing people. The disconnect between what you are writing and what I am seeing in the facility is disconcerting and damages your credibility and your mission. Objective and factual reports are essential in influencing and forming policy. Contrary to your assertions, the TCDF is fully staffed. In speaking with the Warden's Executive Assistant, I learned that the reason most often given for leaving the Core Civic TCDF is the lack of affordable housing in Torrance County. Core Civic brings in people from other facilities to keep the facility staffed as required by law. The temporary duty staff at the facility are held to the same standards as permanent staff and operate under the same policies and procedures. The implication in your report is that the facility doesn't have enough people to staff each ship. That is patently untrue and that is the kind of writing that is misleading and damages the credibility of your reports. At the time of this writing, TCDF is staffed in 15% TDY staff and 85% local staff. Every two weeks a new hire training orientation class begins. TCDF is close to fully staffing the facility with local people. TCDF/Core Civic is required by ICE regulations, Core Civic policy, and industry standards to staff the prison with a mandated number of staff members per shift. TCDF submits a staffing report to DHS/ICE every day and those records are available by FOIA or IPRA request. Let's not fool ourselves with euphemisms. The TCDF is a prison with concrete benches, tables, and concrete bunks with thin vinyl pads for mattresses. The food which I have eaten is nutritious and palatable but it's prison food. I arrived on a 100-degree day to ensure that all of the facility was air conditioned and talked with the detainees about the comfort level in the facility. The facility is in reasonably good condition with ongoing maintenance and upgrades being performed. I have not found any of the over-the-top exaggerations in your reports to be true at the TCDF. On my last visit as Mr. Brogowski documented in his Mountainair Dispatch article, an inmate on the US Marshals side of facility pointed out a constantly leaking faucet at a janitor station that was causing black mold or mildew to grow on mops and on the tiles in that location. I pointed that condition out to the Lieutenant escorting us and when I returned four days later, as a follow up with the Warden, the condition had been corrected. I have also discussed allegations of assault by the staff on detainees and was given complete access to the reports and videos. The alleged assaults were not assaults as evidenced by the reports, videos, and ICE's review of the incidents. My visits to the facility over the last eight months have been quite a learning experience. During a conversation at my home with Mr. Prado and Mr. Philabaum,

we discussed the fact that ICE/CBP released some asylum seekers and sent others to facilities like the TCDF seemingly arbitrarily. I have learned that that is not the case at a New Mexico Association of Counties - Board of Directors meeting which I attended. Two CBP Regional Supervisors gave a very objective presentation on the El Paso CBP Sector. CBP/ICE estimates that 90% of the people crossing the southern border are fleeing failed states, criminal gangs and the effects of drought and crop failures. The CBP El Paso Sector supervisor said, "they are just people looking for a better life". The El Paso superintendent also estimates that 10% of those crossing are criminals or part of a criminal organization (CDP enforcement statistics, U.S. Customs and Border Protection). Some of those organizations are Transnational Criminal Organizations which are smuggling people. (TCO) find smuggling people more lucrative than smuggling drugs because if a load of drugs is seized, it's a total loss and by smuggling people, they are paid up front. So there is no loss when a shipment is seized. DHS/ICE and CBP work with security services around the world to track people who may be a danger to public safety. Some of the people being smuggled into the US are a danger to all of us. El Paso is an initial intake facility where the determination is made as to who needs further vetting to decide if they should be released into the US. The TCDF is one of those facilities in which people are held pending further vetting and adjudication by the Immigration Courts. This is a very important point to keep in mind going forward. On my last visit to the facility, we identified two Wahhabi Muslims, a number of MS13, Los Eme and other cartel gang members by their mannerism, flashing signs as we walk past and gang related tattoos. I've spoken with plenty of men in the facility who have been swept up in the net at El Paso because they happen to meet the criteria for further vetting but mixed in with them are men who are dangerous. There is a system in place to determine who is a criminal, a terrorist, or a human being in need of asylum. The Terrorist Screening Dataset is the federal database that contains sensitive information on terrorist identities and is one of the partners that DHS/CBP and ICE use to determine who should be held for further investigation. (Terrorist Screening Center -FBI). We believe that vigorous oversight and objective reporting is essential in ensuring that the rights of detainees are respected and honored. However, I find the exaggerations and misinformation contained in your reports is a disservice to the men being held at the TCDF. Your efforts at this time are headed in the wrong direction. The policy statement outlined by DHS Secretary Mayorkas in a Washington Post Op-Ed piece are a pragmatic and practical way forward and should be supported. (Opinion Alejandro Mayorkas: Congress must provide resources to secure border – The Washington Post). The Torrance County Board of Commissioners will make the decision on whether or not to renew the contract with ICE based on credible personal accounts and objective reports. We hope that you will be a credible voice in assisting us with

that decision. Respectfully, and then in concurrence Commissioner Schwebach and Commissioner McCall.

Ryan Schwebach – County Chairman: Commissioner Schropp said he wanted to write a letter and the Commission to approve. My answer to him was he has every right to write a letter as a Commissioner and I suggest that he brings it up and the other two Commissioners can choose to sign it or not. I'll sit here and tell you; I'll gladly sign this. I think it was well written, it was spot on and addressing a lot of the, you know, it's not even misinformation anymore, it's lies what's happening over there and, and enough's enough. I will gladly sign it.

Kevin McCall – County Vice Chairman: I too will.

Action Taken:

Kevin McCall – County Vice Chairman: Motion to approve letter stating Commission's position on renewal of ICE's contract with Torrance County.

Ryan Schwebach – County Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

B. MANAGER: Request approval of Professional Services Agreement for Economic Development Services between Torrance County and Estancia Valley Economic Development Association "EVEDA" in the amount of \$25,000 for one year.

Janice Barela-Madam County Manager: The County's contract with EVEDA has expired. Normally we do two-year agreements at a time, this year it is for one year. The reason for that is there's a possible restructure coming. We want to make sure that we give this one-year opportunity to continue the services that are being provided for Torrance County, but also to assist in whatever way that we can with any upcoming possible restructuring. This contract is the same as previous ones, other than I visited with the Executive Director, Myra Pancrazio, about making some changes that are not substantive changes. For example, one place that had the County of Estancia. I had her change that to the County of Torrance. So in previous contracts, if you compare it, you'll see that's different. Also on the

signature page, previous contracts had as attesting the County Manager, I made sure that she changed that to the County Clerk attesting instead. Especially since the document shows that they're preferring to have a seal there. Obviously, the County Clerk is the one that needs to sign in regard to that. Everything else is pretty much the same. It's from November 1st, 2023, all the way through to October 31st, 2024.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Professional Services Agreement for Economic Development Services between Torrance County and Estancia Valley Economic Development Association “EVEDA” in the amount of \$25,000 for one year.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

C. MANAGER: Request approval of 2024 Holiday Schedule.

Janice Barela-Madam County Manager: Before you in the packet is the list of the holiday schedule that we are proposing going off of what the Commission approved last year. Last year, there were two different schedules that were presented to you, one for the Administrative staff and one for the First Responders. We have found that this list of holidays would be inclusive of both and would be sufficient. We have it presented to you for approval today.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve 2024 Holiday Schedule

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

D. MANAGER: Request approval of AT&T Second Addendum to Tower Use License.

Tracy Sedillo-Deputy County Manager: This agreement is to amend the tower usage that we have currently with AT&T, they are looking to put in a backup generator to run their equipment that's on our Dispatch tower. They rent space on our tower for their cell equipment. They are looking for additional space to install a backup generator for that equipment. We have to amend the lease. We did not feel that an increase in the rent was justified at this time just for the space for their generator because the cell equipment is running better, when there's a power outage, it benefits all the residents in that area that are on AT&T service, and it definitely benefits our First Responders who are on AT&T's First Net service. We are looking to find a company that can come in and evaluate all of our sites that we rent to get fair market value so that this will be included in that study going forward. So there may be an increase in the future but not this time.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve of AT&T Second Addendum to Tower Use License.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

E. MANAGER: Discussion and possible action regarding court compliance upcoming vacancy.

Deferred

F. CLERK: Request approval to pay Automated Election Services (AES) in the amount of \$1,500 for Mifi in six (6) polling locations with inadequate internet service. Purchase order was not in place prior to Election Day.

Linda Jaramillo-County Clerk: During elections, I'm really bombarded with all kinds of emails and most of the time, some of these invoices and quotes come to both Sylvia Chavez, Chief Deputy, and myself, this particular one came just to me and, Sylvia reminded me of it. I send her the invoice instead of the quote and this all happened within 30 minutes. I think we could have taken care of it that day, but I respect Finance and their rules. I'm asking that you approve this \$1,500.00 to Automated Election Services. It's for precincts that don't have internet connection. These days we need internet connection to run our ballot on demands for the elections.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve pay Automated Election Services (AES) in the amount of \$1,500 for Mifi in six (6) polling locations with inadequate internet service. Purchase order was not in place prior to Election Day.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

G. FIRE: Request approval to submit payment in the amount of \$1,330.06 to Overhead Door DBA DH Pace Company Inc. for emergency bay door repair at District 2 Main Station. Repairs were made prior to issuance of a purchase order or an emergency purchase order.

Hanna Sanchez-Acting Fire Chief: I want to apologize that this is coming before you. We had two doors at two separate stations that were in need of emergency repair. One was at District Three. That one got stuck halfway open and we could not close it. Therefore, it blocked our ambulances inside and then this one came across. I believe the rollers were bent at District Two, so we couldn't open or close the door, causing our apparatus to be stuck inside. I will say that it was probably a failure on my part. We did obtain approval for District Three, but I think the confusion came that two and three at the same time, we kind of thought it might have been the same door, but it wasn't. So I'm requesting that we can pay this. It is within our funding in District Two.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payment in the amount of \$1,330.06 to Overhead Door DBA DH Pace Company Inc. for emergency bay door repair at District 2 Main Station.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

H. EMERGENCY MANAGEMENT: Request approval of Agreement between Torrance County Emergency Management and Moriarty Edgewood School District as a secondary shelter site at Moriarty High School and/or Moriarty Middle School for winter 2023-2024.

Samantha O'Dell-County Emergency Manager: This is very similar to the agreement that you signed with the City of Moriarty. The changes in this are to allow us to have a secondary shelter in the event that we need additional space or there's some reason that not everybody can be housed in the same area. We've been working with Moriarty School District, and they are allowing us to use the Moriarty Middle School and or High School if needed in this event. This is primarily in the event that I-40 is closed and there's motorists that are traveling and stranded due to a snowstorm. Our primary site will be the Moriarty Civic Center. This is just a secondary in the event that we need the space.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Agreement between Torrance County Emergency Management and Moriarty Edgewood School District as a secondary shelter site at Moriarty High School and/or Moriarty Middle School for winter 2023-2024.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

- I. FINANCE/PURCHASING:** Review and request for approval of resulting contract from RFP TC-FY24-05 Juvenile Justice Continuum Coordinator; award to Rebecca Armstrong, DBA Via Homes & Development LLC.

Toni Lowery-Chief Procurement Officer: The current contract that we have open for a Juvenile Justice Continuum Coordinator expires this month. We entered the RFP process in October to get something in place so we wouldn't have a lapse. Rebecca Armstrong did respond to that proposal and went through the evaluation committee, and they are offering a contract to her to continue these services. It's an additional documents for you to review. She gave a wonderful presentation earlier about what she does and why we're lucky to continue to use her. The only changes are the slight increase in the flow through money that she receives. We did it for one year with the option to renew for three years.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve resulting contract from RFP TC-FY24-05 Juvenile Justice Continuum Coordinator; award to Rebecca Armstrong, DBA Via Homes & Development LLC.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

- J. FINANCE/PURCHASING:** Request approval to pay three (3) invoices, Lobo Sprinkler Repair & Plumbing (\$2,618.30) and Baker Utility Supply (\$338.34, \$641.11) that were obtained prior to a purchase order being issued for Torreon Mutual Domestic Water Association for the work on well meters; ARPA funding was appropriated by Resolution 2023-11.

Toni Lowery-Chief Procurement Officer: We passed the resolution granting these Mutual Domestic Water Associations with our land grants funding to flow through us. There was some communication issues at that time, their understanding was that people go procure these items and get reimbursed for it. We've passed on our finance and purchasing policy as well as the New Mexico State Procurement code. They are aware that that is not how it works and they're working with the

Finance Department to get these resolved in the appropriate manner. However, these funds were already spent for them, and we would like to return that money and pay for it.

Samuel Schropp-County Commissioner: As with Tajique's request last month, the former Finance Director ran a little bit more of a loose operation. That's the miscommunications.

Toni Lowery-Chief Procurement Officer: We do still have products that some of these land grants water associations are utilizing, and they are going through the appropriate channels and working with our department to procure appropriately.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payment of three (3) invoices, Lobo Sprinkler Repair & Plumbing (\$2,618.30) and Baker Utility Supply (\$338.34, \$641.11) that were obtained prior to a purchase order being issued for Torreon Mutual Domestic Water Association for the work on well meters.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

K. FINANCE/GRANTS: Request approval to submit grant application to CYFD for funding of the Juvenile Justice Continuum that provides youth programming and intervention for the youth of Torrance County. (Approved by Grant Committee)

Amanda Lujan - Grants Administrator: Rebecca and I are getting ready to submit the application for the next round of funding for Juvenile Justice Continuum, It's for FY25 FY26 and FY27. In Rebecca's presentation, there is some increase in the number of programs we're doing and the number of these that we're serving. The total grant requested is \$261,602.00, with the 40% match of \$104,640.80, as our match. As we mentioned before, our match is pretty easily met using staff time from the support given to her as well as the use of facilities and other things. The total for the budget would be \$366,242.80.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve to submit grant application to CYFD for funding of the Juvenile Justice Continuum that provides youth programming and intervention for the youth of Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

L. FINANCE/GRANTS: Request approval of Memorandum of Understanding with Estancia Valley Youth and Family Council.

Amanda Lujan - Grants Administrator: This is approving the Memorandum of Understanding tying all of those community partners and collaborators into this agreement. Committing us to these services as well as sitting on the committee and being voting members and supervising Rebecca. Our County Attorney did review it and he did add a few things which are in your final version about making sure we addressed terminating the contract at any time as we're only tied to the contract as long as there is nothing from CYFD.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Memorandum of Understanding with Estancia Valley Youth and Family Council.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

M. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3238 in the amount of \$1,050,000 to plan, design, construct, furnish, and equip improvements to the Fairgrounds in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: Our next round of Capital Appropriation Agreements came in. We're here trying to get them approved so that we can start work on them. There's a small table showing you the amount of funding we have for the fairgrounds as well as underneath the status of that project. The proposal was submitted by Bohannon Huston and the Capital Outlay Committee will meet Tuesday. We are discussing what the next steps will be.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3238 in the amount of \$1,050,000 to plan, design, construct, furnish, and equip improvements to the Fairgrounds in Estancia in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

N. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3237 in the amount of \$100,000 to plan, design, construct, equip and furnish an administration building in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: The same except for the admin building, \$100,000. We have received a proposal from NCA Architects. Once again, the staff is reviewing that proposal because we have some feedback for them to make revisions and then that will come back.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3237 in the amount of \$100,000 to plan, design, construct, equip and furnish an administration building in Estancia in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

O. FINANCE/GRANTS: Request approval of Capital Appropriation Project 23-H3233 in the amount of \$250,000 to plan, design, and construct a shop and fenced yard for the Road Department in Estancia in Torrance County.

Amanda Lujan - Grants Administrator: Same Capital Appropriation, H3233 for \$250,000. Leonard is going to schedule a walkthrough for us. The building is almost complete. We're obtaining quotes for and doing notice of obligation for the security, the furnishings, the internet, those types of things.

Kevin McCall-County Vice Chair: Is this the final appropriations for the, the completion of the building or is this for fencing?

Janice Barela-Madam County Manager: It's the final one. It'll be inclusive of whatever is left over that's outstanding. We have part of the fencing that still needs to be completed. So whatever was planned initially with the fencing once the project is done would still need to be done.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project 23-H3233 in the amount of \$250,000 to plan, design, and construct a shop and fenced yard for the Road Department in Estancia in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

P. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5358 in the amount of \$169,621 for renovations, including the purchase and installation of equipment, to Estancia Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: Estancia Senior Center is the only Senior Center that hasn't received renovation funding for the past two years. This one's fairly new, this is for stucco, some of the exterior stuff, some sidewalks, etc. When Aging and Long-Term Services executes the agreements, we'll start obtaining quotes and moving forward.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5358 in the amount of \$169,621 for renovations, including the purchase and installation of equipment, to Estancia Senior Center in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Q. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5359 in the amount of \$53,599 to plan and design the Moriarty Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: This is our second appropriation. Some quotes and contracts have already been obtained for this project when we get the new funding will go forward and just to clarify, this is actually for the planning of the new Senior Center and written in the scope of work. We had talked about a multi-generational center. The way the scope of work is written, the study can be done to find a location that would serve that purpose as well.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5359 in the amount of \$53,599 to plan and design the Moriarty Senior Center in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

R. FINANCE/GRANTS: Request approval of Capital Appropriation Project A22G-5360 in the amount of \$158,861 for renovations, including the purchase and installation of equipment, to Mountainair Senior Center in Torrance County.

Amanda Lujan - Grants Administrator: This is our third pot of money; a substantial work has been completed. In speaking with James, the next big task is redoing the subfloor. They are assessing what the best way to redo the subfloor and put in the new electrical etc.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Capital Appropriation Project A22G-5360 in the amount of \$158,861 for renovations, including the purchase and installation of equipment, to Mountainair Senior Center in Torrance County.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

S. SHERIFF: Request approval of Agreement 22-ZG1016-65-2 between Torrance County and the New Mexico Department of Finance & Administration for the second-year payment up to \$37,500 for the Law Enforcement Recruitment and Retention (LE-Retention & Recruitment) Fund.

Cheryl Allen-County Sheriff Executive Assistant: This grant is the LE Retention and Recruitment Fund. This is for second year payment for the House Bill. This is for recruitment and retention of Law Enforcement Officers. The Sheriff's Office, per the House Bill, is obligated to prepare a plan of how to disperse the funds. We will use the same system that we used last year. Any new recruits have to be there a minimum of three months prior to payment or to be eligible for any of the payment of funds. We'll be coming to the Commission about three months prior to the end of the fiscal year, showing you how the plan will be paid out to the

different Deputies that we have at that point in time based on the plan that we have already developed with the last fiscal year.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Agreement 22-ZG1016-65-2 between Torrance County and the New Mexico Department of Finance & Administration for the second-year payment up to \$37,500 for the Law Enforcement Recruitment and Retention (LE-Retention & Recruitment) Fund.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

T. SHERIFF: Request approval to pay DT Automotive up to \$850.00 for repair of driver's side mirror to include purchase of mirror, paint, and labor. Mirror was damaged in a crash. Repairs were completed prior to issuance of a purchase order.

Cheryl Allen-County Sheriff Executive Assistant: On the day that the crash had happened or the day following, our fleet management had spoken with DT Automotive to get the quote. I had received the quote and submitted a purchase order. However, there was a miscommunication in which DT Automotive thought that our fleet management told him to go ahead with the repairs. They went ahead and did the repairs before we actually went and received the purchase order.

Janice Barela-Madam County Manager: To provide some additional information on this. There is a purchase order completed monthly or requisition for purchase to DT Automotive to cover any routine maintenance. There could have also been a miscommunication thinking that this work would go underneath that purchase order.

Ryan Schwebach-County Chairman: So it was a mishap. Here's my issue. We see these mess ups a lot and this Commission has said one of these days we're not going to pay him the DT Automotive do the work. Yes, was it a mishap or more like it was a misunderstanding because they had a contract more like that. What I would like to do is make it very clear that it will not be paid in any future mishaps to this individual or any other individual that comes in on these mishaps. It's too

easy to get into a bad situation because they already did the work. What are we not supposed to pay them? They don't do work for us anymore. You know we've got to get the procurement down. So I will approve this or vote to approve it on the conditions that we send that kind of letter out to all of our vendors because we do have mechanisms for an emergency deal. If we don't have time for procurement, we have the proper procedures and I think it's crucial that we set the precedent that this is how business is going to be done.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve pay DT Automotive up to \$850.00 for repair of driver's side mirror to include purchase of mirror, paint, and labor.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

U. SHERIFF: Request approval of Memorandum of Understanding between the Torrance County Sheriff's Office and CoreCivic of Tennessee, LLC for provision of services at the Torrance County Detention Facility with authorization for Sheriff David E. Frazee to act as signatory.

Cheryl Allen-County Sheriff Executive Assistant: This is a Memorandum of Understanding that we complete each year with the facility. It's to provide our agreement, our instructions and policy on how we will address when there is an incident within the prison. For example, if there was a stabbing or if there, let's say someone was accused of rape, then there is procedures of who is going to be granted the investigative access. The Torrance County Detention Center as well as the Sheriff's Office knows how to act with when those situations should happen. County Attorney reviewed this one.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Memorandum of Understanding between the Torrance County Sheriff's Office and CoreCivic of

Tennessee, LLC for provision of services at the Torrance County Detention Facility with authorization for Sheriff David E. Frazee to act as signatory.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

13. DISCUSSION

- A. MANAGER:** Presentation on history of adobe wall around Fairground Rodeo Arena, as well as rock wall that was mentioned to Commissioners at Fairgrounds during prior Commission Meeting. (Estancia Trustee Morrow Hall)

Morrow Hall – Estancia Trustee: A historic purchase was made, and it took us four years. The Town of Estancia sold the Fairgrounds to the County. The question is, what do we have there, and do we have historical impediments? The New Mexico Central Railway company and its development company brought the railroad through here in 1902. They chose Estancia, the springs and pond, that have been here, as the place to build their watering facilities for the train and roundhouse was built here by the affiliate or subsidiary, laid out the property for the original town stuff. Eventually the lake area was deeded by the company to the town. I'm not sure how the town got a hold of the rest of the land, the bull pen, and the adobe wall. I would imagine that the town bought it up for taxes because it was in an unpopulated part of the town. The railroad also owns small holding pens across Highway 55. In the twenties, there was a cattle retreat here. This is from the Torrance County history in about 1979. The 111th Cavalry Troop with The New National Guard was activated in Estancia in 1921. Guy Hamilton was Commanding Officer with CM Milburn and Raymond Curry as First Lieutenants. WA Thomas was First Sergeant and caretaker for the horses and equipment. The headquarters, armory, horse stables and a 20 x 40 ft swimming pool were located South of the Estancia Springs. The Torrance County Fair building now occupies part of that space. The headquarters and Armory were new to the Equity Building, which later became the Torrance County co-operative and then the old Co Op Saloon which burned down, in 1927 and in 1928 the troop was disbanded and moved to Albuquerque. The wall around the swimming pool is still there. Butch

McGee who is WA Thomas' grandson and my age pointed out to me, we were both involved in a chili cook off on top of this old, swimming pool that when we were kids it was open. And I said, I don't remember a swimming pool. I said, yeah, I remember it was full of tumbleweeds and that's what was there. It was 20 x 40, pretty deep. And as I understand it, it was used to teach Guardsmen how to get their horses in the water and forward streams and climb in and out of water. Its historical significance is questionable. I think everyone knows where it is, it's essentially southeast of the, of the south entrance to the Fair Building. The bullpen, which was one of several works administration projects that were done in Estancia, including the community building and sidewalks all over the Original Townsite. The sidewalks were made of flagstone and sideways and a trench and filled with gravel and of course, they filled with blue sand within a few years, but they're still there. The historical remnants that you might have to deal with are minimal. The question came up because the county is considering building a building there, which would also house the extension service. The Town of Estancia and the County I think are in support of that idea. During working hours, we have security. The programs would have access to it. I'm glad the town did it. We sold all of what we sold for \$50,000 and we're going to use that money to renovate, and we have other money coming to fix up our baseball field. I don't think you're going to have any historical problems. I appreciate the way the County Commission and the town have been able to, to do this for the benefit of the public.

B. COMMISSION: Annual Juvenile Justice Grant Report. (Rebecca Armstrong, Juvenile Justice Continuum Coordinator)

Amanda Lujan - Grants Administrator: I would just like to introduce Rebecca Armstrong. She's our Juvenile Justice Continuum Coordinator. She manages a large grant we get from the Children, Youth, and Families Department to offer various youth programs throughout Torrance County.

Rebecca Armstrong -Juvenile Justice Continuum Coordinator: I prepared a presentation for you today. It's a PowerPoint and I would like to dedicate it to LeRoy Candelaria. The last time I came to present to you guys, I did not have a PowerPoint. Torrance County has a Juvenile Justice Board. The Juvenile Justice Board is state mandated of all the counties in New Mexico to have these boards. There are about 20 active boards across the state of New Mexico that have an active Juvenile Justice board. Our board is called the Estancia Valley Youth and

roads are in my district. Over that weekend, I drove some of the roads in the mountain communities in four-wheel drive and had to back up and take a run in a couple of other places. We have to remember that the mountain communities are a higher elevation. I came out of my house on pretty good dry roads and now I'm running around in snow and ice. I reached out to Dr. Sims, Estancia School Superintendent to find out what was going on with the school closure and what we can do to help.

Dr. Sims - Estancia School Superintendent: I want to apologize; I wasn't trying to call out a community. The mountain communities are a lot different than the valley communities. On Friday before last, I sent my drivers out to check on the roads. We run abbreviated routes frequently. Running an abbreviated route is not unusual if the roads are impassable. Along that route, we have congregate pickups with 5,10,15 kids get on at a time. 30% of our kids live up there, when we have inclement weather that precludes their ability to get out, we're missing a third of our kids and so we can teach, but we're going to be reteaching a third of our students. Instructionally, that's our number one problem. The second problem is that particular Friday was a state count day. Our district gets funded for mileage and for ridership. When four of my six routes are going to complete less than 50% of their route and that mileage is cut in half, my account got cut in half. Of the 50% that we were able to drive the complete route for those families. Many of the families will bring those kids out because some of those families will not be able to, for fear of getting stuck. Not only do we go down on mileage, but we go down on ridership and we're funded by ridership and mileage, and we would lose up to \$100,000 in our funding for transportation. Having a third of our students out creates an equity issue where we're having school without a third of our students and then it led to a funding issue. We were able to bump the count data Monday according to this state rights. By Monday, the roads were dry enough that we could run the complete routes. I appreciate the fact that Mr. Schropp is looking for solutions.

Samuel Schropp-County Commissioner: I believe you told me, on abbreviated routes due to bad weather and road conditions that a lot of the parents aren't able to bring their children down to the aggregate.

Dr. Sims - Estancia School Superintendent: No, sir. When we run an abbreviated route, we're running the pavement and so the parents had to come down those unimproved roads providing their own transportation to the pavement. Samuel Schropp-County Commissioner: Dr. Sims and her transportation coordinator have identified muddy spots and as I was urging a year ago, the County Road Department needs to dump some gravel in appropriate size of appropriate size in the ruts, mud, and hog wallows on those roads, not the entire

Family Council. We want to help youth and families be productive and lead productive lives. The way the Juvenile Justice Board works is, we have grant funds that come from the State, CIP manages them. Torrance County is the fiscal agent for these funds. Our board works on applying for these funds, managing the programs, and the youth that we serve here in our community. I work directly with the Grants Department. As well as Finance and Purchasing and some of the other departments here at Torrance County to give the supplies and the snacks and the things that we need for our program. I communicate directly with our program facilitators. We currently have two contractors that are doing services in the schools, and we hired three more who are already on board with Torrance County. We are waiting for CYFD to sign off. The members of our Juvenile Justice Board are required by state law. Those members are from the Judicial Court, Public schools, Torrance County local Law Enforcement, Public Defenders and District Attorney. Additional voting members are from Juvenile Probation and CYFD Protective Services, youth members and representatives from the Memorial Perpetual Tears out in Moriarty and also the Partnership for Healthy Torrance County and various non-voting members. The programs that our Juvenile Justice Board runs currently is Teen Court, Girls Circle, Boys Council and Restorative Justice. All the program supplies, snacks and everything is paid for by the grant. So the grant, when I said that category about continue on board, they give us program support, how that works is they kick us back 15% on all of our programming that we bill for and it goes in a program support fund and that's just for snacks, program supplies, trainings, whatever we need for the Juvenile Justice board. That account last time I looked has about \$12,000. We have plenty of money. I just want you guys to know that money doesn't come out of Torrance County's pocket.

C. COMMISSION: Discussion regarding inclement weather affecting school bus routes and remedies for keeping school buses safe and running.
(Commissioner Schropp & Estancia Superintendent Dr. Cindy Sims)

Samuel Schropp-County Commissioner: A little over a year ago, I stood on the other side of this desk and took this commission and our road department to task for the conditions of the road. I've learned a lot since that time because people had great progress in staffing the department. A lot of that progress has been made in improving road conditions in the county. However, Friday before last I saw a post on the Torrance County Emergency Management Facebook page which announced the closing of the Estancia Public Schools due to poor road conditions in the southwest portion of the county. Now, I'm the guy in front of the room and those

road, just those trouble spots. Caliche topping can wait for better weather. My constituents told me all through the dry season, how bad the roads in the land grants are, and I couldn't see it at that time. In fact, I told one of them, I'm a Commissioner and your road is better than mine. Now we're in the wet season and I understand what they're talking about and it's, it's time to start improving conditions. I was taught in a leadership course that the people at the top have to show full commitment to a program in order to get people to buy in. As Dr. Sims said, when the buses are running on restricted routes, people don't bring their kids from those snow in and muddy roads to the bus. I believe this Commission should show by deeds a commitment to getting our children to school safely.

Leonard Lujan-County Road Superintendent: I would like a copy of the bus route. I would be willing to drive around and check the roads. I agree with Commissioner Schropp, if we have to just work on certain spots on certain roads we can do that. That's the reason we have material stockpiled and ready to go. This last storm we went through, it was kind of a freak storm. We cleared all the mountain roads and down from Manzano where there was no snow down on the bottom, but way up on top of about 3.5 miles up, there was snow up there. Our policy says if there's not six inches, we don't remove snow, we leave it on the road so it will help the road compaction. If the school is having difficulties getting through, we might need to change that.

D. DWI: DWI Prevention Program Update/Presentation. (Tracey Master)

Tracey Master-County DWI Program Coordinator: Normally when I give updates, it's a lot of statistics, a lot of verbiage. I wanted to show you how the program has grown. I first became involved in the Torrance County DWI Prevention Program in the fall of 1998. I was the media representative to the DWI Planning Council as a staff writer for the East Mountain Telegraph newspaper, I later was a Representative for Torrance County Dispatch when I was a 911 Dispatcher and have been in this role since May of 2004. This is a little bit of update as to what has been going on through the years. In May 2004, the program funded all of the allowable components authorized by the Department of Finance and Administration, Local Government Division, Special Programs Bureau LDW, including prevention, enforcement, coordination, planning and evaluation, screening, compliance, monitoring, alternative sentencing, you know, domestic violence. As of 2023 we fund all of the components again, with the exception of domestic violence that was removed but in May 2004 prevention for the Torrance County DWI Prevention Program consisted of funding alternative activities in the

Moriarty Municipal School District through the Drug Free Trust program and the Estancia Municipal School District through the TNT program. Those activities included such things as the monthly movies and other events at the Old Moriarty Community Center. Teens needing teens or the Estancia TNT program have provided services throughout the years as well. School based education was limited and provided to the Estancia Elementary School utilizing, protecting you, protecting me evidence-based curriculum. A billboard was also posted on the north side of eastbound I 40. That's what prevention looked like at the time, As of today, we fund prevention, enforcement, compliance, monitoring, and tracking, screening, alternative sentencing treatment and co-ordination, planning, and evaluation. We have a contract evaluator to ensure that we meet all of the requirements as set forth by the Department of Finance and Administration. Since 2004, the Smart Choice Ride designated driving program has been in place. I should say that's been in place since 2008. These are the changes since 2004. We've certified approximately 250 people in the Youth and Mental Health First Aid curriculum, participation in the Torrance County Community Health Fair and other outreach opportunities. We participate in the Torrance County Junior Deputy program, the Edgewood Junior Police Academy, and Estancia Teens need teens. We have hosted the annual Torrance County Suicide Prevention and Awareness Embrace Life celebration since 2018. We've done that with our community partners which include The Estancia Valley Youth and Family Council, County employees have participated in this event as well. Our partners through the Partnership for a Healthy Torrance Community have participated. Additionally, we have worked with the Torrance County Office of Emergency Management on Service Appreciation Day to honor our emergency responders. We continue protecting you, protecting me and evidence-based curriculum. We provided, Keep A Clear Mind another evidence-based curriculum. We participate with school policy at Mountainair Middle/High School and conduct random drug screenings as requested by a school administration. Mountainair High also asks that we provide breathalyzers for prom and graduation as part of their school policy, working with our partners, the Estancia Valley Youth and Family Council, the Partnership for Healthy Torrance Community, and Perpetual Tear Memorial. We also participate in after prom parties for all three of our high schools in Estancia, Moriarty, and Mountainair. These are evidence-based programs provided by CCIMRT Moral Reconnect Therapy. It's basically different types of curricula that help people to retrain their brain and look at their thought processes before they make decisions. Some of those classes include Character Development, Job Readiness, Family and Parenting Values, Coping With Anger, Dealing With Trauma, and Dealing with the Potential for Opioid Relapse for people who are in recovery. We've also conducted several bingo events at the Doctor Saul Building in Mountainair, the

Fair Building here in Estancia and the Moriarty Lions Club. We partner with the Town of Mountainair to host movies. Initially, the movies were held at the town's drive in. Now they take community members to an event. They will go to a theater in Los Lunas. That is another prevention activity. We've also provided education for Central New Mexico Electric Co-operative utilizing the DWI goggles, helping people understand how the goggles impair the vision and how they simulate the impairment of alcohol. We've also provided QPR suicide prevent to nearly 1500 people in our community, including the entire student body of Moriarty High School, the Moriarty Mental Health Team, the Estancia Mental Health Team, participants of the Mountainair Youth Conservation Corps, Edgewood Junior Police Academy and the entire staffs of both Mountainair Public Schools and the Estancia Valley Classical Academy. Other alternative events include utilizing the Estancia Aquatic Center. We had family night, middle school, high school night and then usually the last Sunday when the pool is open, we host an end of summer splash. In 2022, we collected and distributed diapers to families in need. There were a lot of people who have asked, "what did diapers have to do with DWI"? Prevention is prevention, is prevention. If you are helping families to meet their basic needs, that's suicide prevention. If you're helping people meet their basic needs, that's substance abuse prevention. If you're helping people meet their basic needs, that's DWI prevention. It all ties in together. We've had thousands of social media posts providing underage, drinking, substance abuse and DWI prevention information. We have oversight of our program by a Senior Certified Prevention Specialist. We've held numerous community dances in Moriarty and Estancia. This is just an example of somebody utilizing the fatal vision goggles. We have an oversized Jenga game, and we have the young people put on the goggles just to get an idea of what it's like to try to do something impaired. A lot of times people will tell us, "that's not what it's like when I'm drunk". The reason they say that is because when you're utilizing the goggles, your vision is impaired, but your brain is still sober when you are actually impaired. It's everything. It's your judgment it's your vision. It's everything that is going on with your body. In the fall of 2022, we established a clothing distribution site, we call it Malia's closet, it is located at the Torrance County TeenCourt building. Again, if we're helping people meet their basic needs, if our young people have socks, underwear, shoes, just the things that they need to exist, we are reducing the chances that they're going to engage in risky behaviors. We promoted safe holiday behaviors. Saint Patrick's Day, Valentine's Day, New Year's Day. In this week's paper, we'll have a letter to the editor reminding people to please not drink and drive during the holiday season. We've had the Arrive Alive tour, come to Torrance County three different times. They go to each of the high schools. This is a DWI simulator. The young people get into the vehicles, put a virtual reality headset on and they attempted to drive a vehicle.

They experience bad weather, maybe people trying to cross the road, other drivers on the road, et cetera and it helps them to see what can happen again if they're impaired. We've participated in Red Ribbon Week in our elementary schools, Red Ribbon Week, is designed to promote drug use prevention. Red Ribbon Week is not evidence based by itself. However, in conjunction with the other programs that we offer, it becomes evidence based and falls within the Center for Substance Abuse Prevention Strategies or the C SAP six. This is something I'm particularly proud of. When COVID began in March of 2020 the entire world shut down. Many of the prevention programs across the state just said, "sorry, we can't do anything". We didn't take that approach. We found ways to reach people. We recorded YouTube and Zoom videos to provide prevention education that people could access. We did alternate prevention activities including zoom bingo and zoom craft classes. We partnered with the Towns of Mountainair and Estancia to provide Santa around the town parades. We have built a strong partnerships with the Torrance County Sheriff's Office and Fire Department. Torrance County Magistrate DWI court program, Mountainair Public Schools, the Estancia Municipal Schools, Moriarty/Edgewood School District, Estancia Valley Classical Academy, New Mexico State Police, Moriarty Fire, Moriarty Police, Town of Mountainair, Mountainair Police, Edgewood Police, Estancia Police, Estancia Fire, Perpetual Tears Memorial Inc, Edgewood Municipal Court, Moriarty Municipal Court, Estancia Valley Youth and Family Council, the Respect Program, Estancia Teens Need Teens, New Mexico Teen Court Association, New Mexico DWI Coordinators Affiliate, New Mexico Association of Drug Court Professionals, National Association of Drug Court Professionals, New Mexico Workforce Solutions and Santa Fe County DWI program. These relationships have been built and cultivated over the past 18 years. In closing, this is an extra special thank you to my fellow employees and in some cases their families, whether it was driving a smart choice van, painting rocks at events, organizing car shows or distributing event flyers. They always came through. Even when we didn't ask for anything, they were there. You are all valued, cherished and appreciated. Thank you so much to this community for supporting our efforts over the past 18 years. It means the world to me.

E. MANAGER'S REPORT

Janice Barela-Madam County Manager: I'd like to take this opportunity if you don't mind just to kind of get a consensus on what the Commission would like me to present to Congresswoman Melanie Stansbury in regard to projects to submit for

funding. We will be given a short window in which to apply, and I spoke with each one of you individually on this, but I would like the Commission also to discuss it. If you have anything in particular that you would like to bring forward at this time, or if it's at the discretion of the commission, I can visit some of your projects aligned with each other. I haven't shared that with each of you because that would be a rolling quorum. I thought this would be a good opportunity for the three of you to also discuss it. They're requesting a shovel-ready project that can be completed within one year.

Samuel Schropp-County Commissioner: The first thought would be the fence, on landfill. It's a mess and is affecting our constituents.

Ryan Schwebach-County Chairman: That was one of my thoughts too. Our admin offices are part of it. That's something we need to get done but won't be ready in a year. I think it's worth mentioning.

Samuel Schropp-County Commissioner: In my conversation with the County Manager, we have plans, the architect drawing in place for a new firehouse in Moriarty.

Janice Barela-Madam County Manager: You were correct as far as our conversation that we had about a firehouse. What I had mentioned at that time is that the City of Moriarty has their plans that they used for a new fire station. It was through funding with Congresswoman Melanie Stansbury's Office. That would be something that we could possibly get and then move forward with the same building plans, architectural design and that would be quicker and could get a turnaround within one year.

Samuel Schropp-County Commissioner: It would also take care of the problems we're having in McIntosh with fire suppression systems and retrofitting, housing, the whole thing. I ran past the Road Department's property; it would be a place that would be shovel ready to go. The Road department would have to move some road materials around. We have the property available, and we have plans that we can get for Moriarty which would shortcut the process and as well as taking care of a bunch of logistical things we're facing with our present fire facilities.

Kevin McCall-County Vice Chair: That leads me into a phone call I had this week from the operators of Clines Corners. They are willing to donate property for a fire station on the 285 corridor which has been on our list for many years and/or build the building. They are very concerned about it as they grow their business. They had a truck that caught on fire very close to their facility. It took our First Responders some time to get there and it's just due to the sheer fact of where it's at. I think that could be more of a federal deal, the 285 corridor, since that is the official WIPP route transporting waste down that highway. That is an option, at least ground would be paid for or donated.

Samuel Schropp-County Commissioner: It would fill a real need because that's a long ways out.

Kevin McCall-County Vice Chair: If you look at the I 40 Corridor, it's a long way through Torrance County, going east and into Guadalupe County. There's many miles. That's a long ways for First Responders to respond. The fact that it's very busy, if not the busiest federal highway probably in this nation.

Ryan Schwebach-County Chairman: First, I can't argue with the fire building over there, but I don't recollect looking at our budgets on how we're going to manage that, because you look at our constituents, it's not heavy out there. Secondly, the reason we're having so many problems on that highway is because it's too fast and there's no police presence. State Police is responsible for that highway, and we're being tasked in the outcome of it. It doesn't matter if you lower the speed limit or not, if you don't have a presence there, this is going to continue to happen on top of a road that's falling apart. So that's why you have a problem.

Samuel Schropp-County Commissioner: The other thing I would bring up is that we need to speak with that Deputy Chief Sanchez about the practicality of staffing that place way out there.

Ryan Schwebach-County Chairman: We're talking about capital improvements here. I think it's worth mentioning, but before we do it, we need to think about the operating costs. A new facility here in McIntosh to replace one. I'm more in tune to that because our operating costs are going to be similar. Just because money is available, we don't need to be putting something up and they can't afford to operate it. If we can ramrod the flood diversion here in Estancia, if that can be accomplished, that's a long-term net game changer because of insurance. EMWT is always an economic benefit. If you provide economic opportunity for the individuals here, it's prevention. That is where my focus really lies because the last thing I want to do is put up a \$5 million, or whatever the number is, fire house and nobody living here to use it.

Samuel Schropp-County Commissioner: I hadn't thought of using that kind of funding to build a diversion. I know that Mayor Dial has asked for that and has a certain amount of money, not enough to complete the project.

Janice Barela-Madam County Manager: Based on the conversation that I had with Trustee Morrow Hall, it was in the stage where it's before the Army Corps of Engineer. In order to get their flood diversion planned, the Town of Estancia does not have that back yet. When you're talking shovel ready, I don't know when they'll receive that and if it will be something that we can complete in one year. I'm not saying that it's not worth a discussion with Congresswoman Stansbury's office, I'm just trying to be realistic in our discussion.

Kevin McCall-County Vice Chair: We need to think outside of the box and go to our Legislators. The fact that there isn't many cities between Moriarty and Santa

Rosa, that there's not some state funding that is given to that corridor for staffing. There is a need right through there. I see your concern about staffing and not many of our constituents live there, but yet it's our obligation.

Ryan Schwebach-County Chairman: On the fire station. The reason that was pulled up shovel ready, we got plans that we already had that we could piggyback off those plans. Does anybody know the dollar figure for that?

Janice Barela-Madam County Manager: I don't have that figure. That's something if the Commission was interested in that I would investigate. I know that in talking with an architect who is pricing out the possibility of the fairgrounds multi-purpose building, she gave me a square footage cost and so we may be looking at something similar to that and I would be able to try to price that out. Currently, I don't have that cost in front of me. In talking with a representative from Melanie Stansbury's office, they're talking up to possibly \$22 million. I'm not sure if he meant per project or overall funding that she would have. I do know that each Representative or Congress person is granted the opportunity to submit 15 projects, any projects above that, that they would like to submit for funding. They work with our Senators. Senators do not have a limit on how many projects they can put forward to request funding.

Samuel Schropp-County Commissioner: When we talked about the retainer fence. Was that a \$1.7 million figure?

Ryan Schwebach-County Chairman: \$700,000 would cover it. Realistically after we're getting some wind studies, that's more in the \$500,000 range.

Samuel Schropp-County Commissioner: Would you want to go to the Legislature or other ways to try and find that funding?

Ryan Schwebach-County Chairman: When we talked to our Legislature, or Senator, she advised us to go to the Feds with everything possible because there is a ton of money that is out there. There's not a ton of money available to our Representatives.

Janice Barela-Madam County Manager: We can't ask for anything that's not on our ICIP list. I don't know if that's placed on the list.

Ryan Schwebach-County Chairman: I'm sure it's on the, the Solid Waste ICIP list. Being that we are a JPA member.

Janice Barela-Madam County Manager: We can lobby for that. Torrance County wouldn't receive it.

Samuel Schropp-County Commissioner: Torrance County would receive the benefits.

Ryan Schwebach-County Chairman: When is the meeting?

Janice Barela-Madam County Manager: They haven't set the meeting yet. It was supposed to be sometime last week, but there was a staffer from DC that was in town. They didn't follow up with a date and time. I will follow up with Jacob

Trujillo from her office to have a further discussion. I was advised that Congresswoman Stansbury is interested in funding a project for Torrance County. The recommendation was to put at least a couple in at different funding levels to see what we can get funded. I was also informed that we should be prepared to submit that application quickly. There may be a window of two weeks to get that accomplished.

F. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: It's apparent that we've got many construction projects coming up. We need to be thinking about possibly a Project Manager, consultant to help us carry through some of these projects that we approved today, our Admin it is already overwhelmed. We need to be thinking about that and adding it into the construction cost of different projects.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I also encourage you to send a letter to our Governor for more to follow through on her promise with funding State Police and the extra Police Officers to patrol I40.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: I covered everything that I had my projects going. One thing I do want to say is that this has been a heck of a year and I have learned a whole lot. I've gained a tremendous amount of respect for the process and for my fellow commissioners.

14. EXECUTIVE SESSION:

- A. Threatened and pending litigation, Valerie Smith v. Yvonne Otero and Torrance County (authority to negotiate settlement), closed pursuant to NMSA 1978 Section 10-15- 1(H)(3)

Action Taken:

Ryan Schwebach – County Chairman: Motion to go into Executive Session.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

12:41 PM

Action Taken:

Ryan Schwebach – County Chairman: Motion to move into Regular Session

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

1:30 PM

Ryan Schwebach – County Chairman: During Executive Session this Commission Discussed Threatened and pending litigation, Valerie Smith v. Yvonne Otero and Torrance County, closed pursuant to NMSA 1978 Section 10-15- 1(H)(3) and nothing else. The Manager will move forward as directed.

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

A. Regular Commission Meeting – December 27, 2023, at 9:00 AM

16. Signing of Official Documents

17. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Kevin McCall – County Vice Chairman: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

Meeting adjourned at 1:32 PM

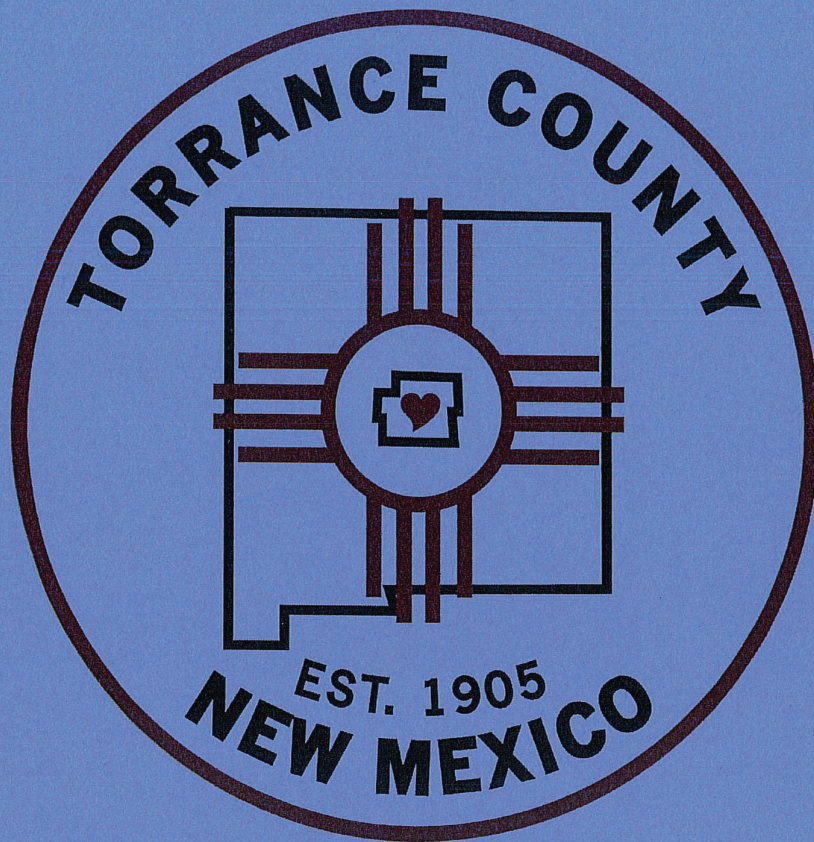
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

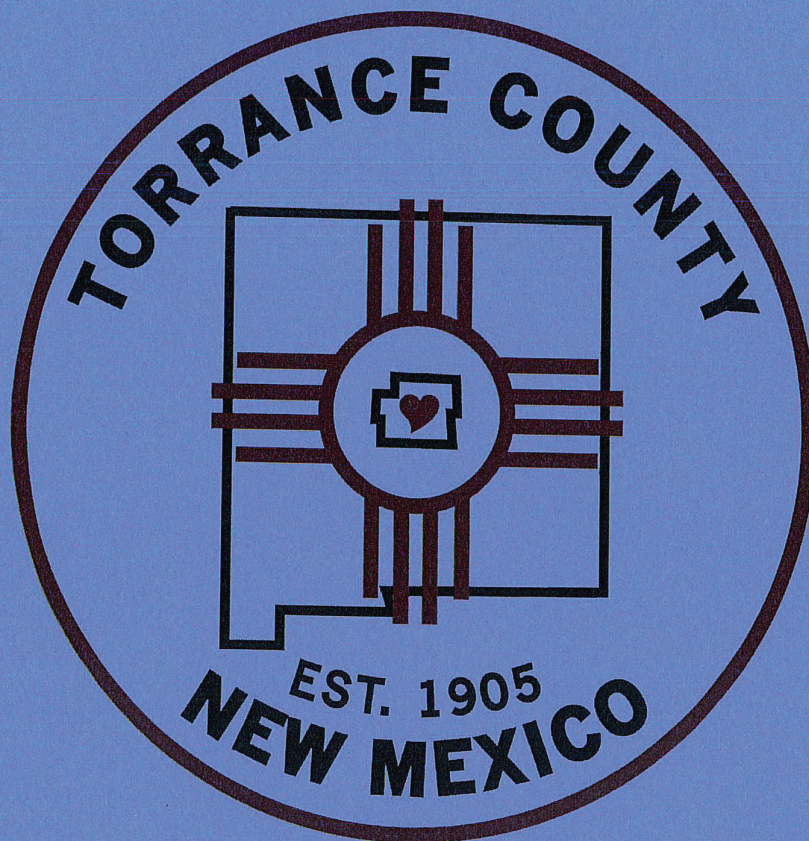
Linda Jaramillo – County Clerk

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



Agenda Item

No. 9



Agenda Item

No. 9-A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **December 27, 2023**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$2,642,235.16**.

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.

Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	12/07/2023 to 12/20/2023	
Total Checks:	203	Checks: 126851 to 127029
Voided Checks:	6	Checks: 126710, 126783, 126815, 126861, 126864, 126963
Bank Drafts:	13	BD: DFT0000599, DFT0000600, DFT000061 DFT0000602, DFT0000608, DFT0000609, DFT0000610, DFT0000612, DFT0000616, DFT0000623, DFT0000624, DFT0000625, DFT0000626
Electronic Fund Transfers:	8	EFT: 153 TO 160
Total of Payments Issued:	\$2,642,235.16	



Torrance County, NM

Check Report

By Check Number

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
1232	CORECIVIC INC.	12/07/2023	EFT	0.00	1,259,290.46	153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
ICE 052023-A R	Invoice	12/07/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	817,530.90	
	825-070-2172		CARE OF INMATES		817,530.90	
USMS 062023-A2	Invoice	12/07/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	144,501.02	
	825-070-2172		CARE OF INMATES		955.03	
	825-070-2172		CARE OF INMATES		143,545.99	
USMS 072023 R	Invoice	12/07/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	157,560.01	
	825-070-2172		CARE OF INMATES		150,052.70	
	825-070-2172		CARE OF INMATES		1,306.19	
	825-070-2172		CARE OF INMATES		6,201.12	
USMS 082023	Invoice	12/07/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	139,698.53	
	825-070-2172		CARE OF INMATES		136,640.91	
	825-070-2172		CARE OF INMATES		482.10	
	825-070-2172		CARE OF INMATES		2,575.52	
5189	SUNRISE BANK	12/07/2023	EFT	0.00	1,095.57	154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
12.7.23	Invoice	12/07/2023	TRUECONNECT LOAN PAYEMENTS FROM	0.00	1,095.57	
	401-000-9001		Payroll Liabilities		1,095.57	
4832	PRESBYTERIAN HEALTH PLAN	12/11/2023	EFT	0.00	79,988.18	155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
12/23 payments	Invoice	12/11/2023	Premium for employees 12/23	0.00	79,988.18	
	401-000-9001		Payroll Liabilities		79,988.18	
5189	SUNRISE BANK	12/13/2023	EFT	0.00	109.17	156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
11.22.23	Invoice	12/12/2023	EMPLOYEE LOAN PAYMENTS 11.22.23	0.00	109.17	
	401-000-9001		Payroll Liabilities		109.17	
418	COLUMBUS BANK AND TRUST	12/20/2023	EFT	0.00	960.97	157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0002910	Invoice	12/21/2023	Flex Plan	0.00	960.97	
	401-000-9001		Payroll Liabilities		960.97	
1232	CORECIVIC INC.	12/20/2023	EFT	0.00	805,081.85	158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
TCSO-ICE 082023	Invoice	12/19/2023	ICE & US MARSHAL INMATE CARE FY2024	0.00	805,081.85	
	825-070-2172		CARE OF INMATES		805,081.85	
4832	PRESBYTERIAN HEALTH PLAN	12/20/2023	EFT	0.00	81,635.88	159
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0002831	Invoice	12/07/2023	Presbyterian Health Insurance	0.00	33,058.21	
	401-000-9001		Payroll Liabilities		33,058.21	

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0002832	Invoice	12/07/2023	Presbyterian Health Insurance	0.00	7,906.07	
	401-000-9001	Payroll Liabilities	Presbyterian Health Insurance		7,906.07	
INV0002921	Invoice	12/21/2023	Presbyterian Health Insurance	0.00	32,765.53	
	401-000-9001	Payroll Liabilities	Presbyterian Health Insurance		32,765.53	
INV0002922	Invoice	12/21/2023	Presbyterian Health Insurance	0.00	7,906.07	
	401-000-9001	Payroll Liabilities	Presbyterian Health Insurance		7,906.07	
5189	SUNRISE BANK	12/20/2023	EFT	0.00	1,313.79	160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002924	Invoice	12/21/2023	Sunrise Loan	0.00	1,313.79	
	401-000-9001	Payroll Liabilities	Sunrise Loan		1,313.79	
4832	PRESBYTERIAN HEALTH PLAN	12/11/2023	Regular	0.00	-79,988.18	126710
51	ESTANCIA, TOWN OF	12/19/2023	Regular	0.00	-2,120.78	126783
5307	NUBE GROUP	12/12/2023	Regular	0.00	-91.70	126815
3207	AIRGAS USA LLC	12/13/2023	Regular	0.00	184.52	126851
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5504082028	Invoice	12/11/2023	Airgas Rental Open PO	0.00	184.52	
	406-091-2230	SUPPLIES - MEDICAL	Airgas Rental Open PO District 2		184.52	
3207	AIRGAS USA LLC	12/13/2023	Regular	0.00	229.68	126852
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5504082029	Invoice	12/13/2023	Airgas Rental Open PO	0.00	229.68	
	405-091-2230	SUPPLIES - MEDICAL	Airgas Rental Open PO District 5		229.68	
4709	ALBUQUERQUE OFFICE SYSTEMS	12/13/2023	Regular	0.00	641.33	126853
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11233	Invoice	12/07/2023	Office Furniture for Treasurer	0.00	641.33	
	401-030-2218	MAINTENANCE & REPAIR	LABor to deliver & install		270.00	
	401-030-2218	MAINTENANCE & REPAIR	Office Furniture for Treasurer		371.33	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	478.98	126854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1MVVM-9JV1-FDJP	Invoice	12/07/2023	12in Buffetr & pads	0.00	478.98	
	401-015-2220	SUPPLIES - CLEANING	12in Buffetr & pads		119.75	
	401-016-2220	SUPPLIES - CLEANING	12in Buffetr & pads		119.74	
	401-024-2220	SUPPLIES - CLEANING	12in Buffetr & pads		119.75	
	401-053-2220	SUPPLIES - CLEANING	12in Buffetr & pads		119.74	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	66.78	126855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17FF-NQ69-YVHR	Invoice	12/11/2023	Supplies	0.00	66.78	
	416-083-2230	SUPPLIES - MEDICAL	Hydrogen Peroxide		66.78	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	104.49	126856
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
199X-16WH-X64Y	Invoice	12/12/2023	Field, office, field, kennel supplies	0.00	104.49	
	401-082-2219	SUPPLIES - GENERAL OFFI	Black toner		104.49	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	54.99	126857

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11D3-Y9RF-3L4L	Invoice	12/12/2023	Vacuum Storage Bags	0.00	54.99	
	604-083-2248		SUPPLIES - SAFETY Vacuum Storage Bags		54.99	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	675.52	126858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1FD9-FCP7-N9X3	Invoice	12/07/2023	Field, office, field, kennel supplies	0.00	675.52	
	401-082-2219		SUPPLIES - GENERAL OFFI Ergonomic keyboard		59.99	
	401-082-2219		SUPPLIES - GENERAL OFFI File folders		53.90	
	401-082-2219		SUPPLIES - GENERAL OFFI Yellow toner		110.89	
	401-082-2219		SUPPLIES - GENERAL OFFI Monitors		263.28	
	401-082-2219		SUPPLIES - GENERAL OFFI Batteries		39.52	
	401-082-2219		SUPPLIES - GENERAL OFFI Ergonomic mouse pads		74.97	
	401-082-2223		SUPPLIES - KENNEL MP3 for kennels for enrichment		39.98	
	430-082-2223		SUPPLIES - KENNEL Squeaky toys for dogs		32.99	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	153.72	126859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1FMV-V777-3MT	Invoice	12/12/2023	Office Items	0.00	153.72	
	401-014-2218		FURN/FIX/EQUIP PURCHA Chair for Adm. Assistant		98.99	
	401-014-2219		SUPPLIES - GENERAL OFFI Lysol Disinfecting wipes 6 pk		28.74	
	620-094-2225		SUPPLIES-COMPUTER/PRI Wireless Keyboard Mouse - CM		25.99	
5450	AMAZON BUSINESS	12/13/2023	Regular	0.00	315.94	126860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
146N-N7Y3-WY7	Invoice	12/06/2023	office supplies	0.00	315.94	
	401-030-2219		SUPPLIES - GENERAL OFFI file folders labels		5.82	
	401-030-2219		SUPPLIES - GENERAL OFFI scissors		9.55	
	401-030-2219		SUPPLIES - GENERAL OFFI #1 paper clips		7.20	
	401-030-2219		SUPPLIES - GENERAL OFFI copy paper		53.43	
	401-030-2219		SUPPLIES - GENERAL OFFI fine point sharpies		4.87	
	401-030-2219		SUPPLIES - GENERAL OFFI assorted paper clips		13.99	
	401-030-2219		SUPPLIES - GENERAL OFFI 3x3 inch post it notes		7.96	
	401-030-2219		SUPPLIES - GENERAL OFFI undated daily planner		27.00	
	401-030-2219		SUPPLIES - GENERAL OFFI push pins		8.99	
	401-030-2219		SUPPLIES - GENERAL OFFI variety pack sharpies		5.74	
	401-030-2219		SUPPLIES - GENERAL OFFI liquid gel pens		21.90	
	401-030-2219		SUPPLIES - GENERAL OFFI assorted rubberbands		8.53	
	401-030-2219		SUPPLIES - GENERAL OFFI appointment book and planner		8.95	
	401-030-2219		SUPPLIES - GENERAL OFFI to do list planner		4.99	
	401-030-2219		SUPPLIES - GENERAL OFFI white out		11.98	
	401-030-2219		SUPPLIES - GENERAL OFFI paper towels		7.12	
	401-030-2219		SUPPLIES - GENERAL OFFI kleenex		16.99	
	401-030-2219		SUPPLIES - GENERAL OFFI 1.5x2 inch post it notes		5.99	
	401-030-2219		SUPPLIES - GENERAL OFFI journal notebook		18.97	
	401-030-2219		SUPPLIES - GENERAL OFFI clear desk mat		65.97	
4818	**Void**	12/13/2023	Regular	0.00	0.00	126861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12248	Invoice	12/08/2023	New Desktops	0.00	8,301.34	
	401-096-2213		CONTRACT - IT SERVICES New Desktop Set up and Installa		1,883.44	
	401-096-2218		EQUIPMENT-MAINTENAN New Desktops CES 2021-19-C11		6,417.90	
12260	Invoice	12/08/2023	Tablets and Setup for Animal Shelter	0.00	1,253.17	
	401-096-2219		SUPPLIES - GENERAL OFFI Case with Screen Protector		45.98	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-096-2227	MAINTENANCE & REPAIR-	Machine Provisioning Labor/Co		807.19	
	401-096-2263	SUPPLIES - FURNITURE/FI	Samsung Tab A7 Lite		400.00	
4964	AT & T MOBILITY LLC	12/13/2023	Regular	0.00	9,458.73	126863
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287289566455X1	Invoice	12/12/2023	FY24 County Cellphones & Mobility	0.00	9,458.73	
	401-096-2207	TELECOMMUNICATIONS	CLERK		198.31	
	401-096-2207	TELECOMMUNICATIONS	TREASURER		546.46	
	401-096-2207	TELECOMMUNICATIONS	MANAGER		393.13	
	401-096-2207	TELECOMMUNICATIONS	MAINTENANCE		385.54	
	401-096-2207	TELECOMMUNICATIONS	ROAD		1,123.24	
	401-096-2207	TELECOMMUNICATIONS	sheriff		3,142.68	
	401-096-2207	TELECOMMUNICATIONS	COMMUNITY MONITOR		45.86	
	401-096-2207	TELECOMMUNICATIONS	ASSESSOR		621.96	
	401-096-2207	TELECOMMUNICATIONS	PLANNING AND ZONING		394.13	
	401-096-2207	TELECOMMUNICATIONS	commission		152.76	
	401-096-2207	TELECOMMUNICATIONS	FINANCE		461.04	
	401-096-2207	TELECOMMUNICATIONS	PROBATE		50.92	
	401-096-2207	TELECOMMUNICATIONS	ANIMAL SERVICES		305.52	
	405-091-2207	TELECOMMUNICATIONS	DIST 5		93.37	
	406-091-2207	TELECOMMUNICATIONS	DIST 2		93.37	
	407-091-2207	TELECOMMUNICATIONS	DIST 1		53.33	
	408-091-2207	TELECOMMUNICATIONS	DIST 3		40.04	
	409-091-2207	TELECOMMUNICATIONS	DIST 4		53.33	
	413-091-2207	TELECOMMUNICATIONS	FIRE ADMIN		680.34	
	604-083-2207	TELECOMMUNICATIONS	emergency management		186.74	
	605-003-2207	TELECOMMUNICATIONS	DWI		90.96	
	690-086-2207	TELECOMMUNICATIONS	TCPO		103.87	
	911-080-2207	TELECOMMUNICATIONS	DISPATCH		241.83	
	Void	12/13/2023	Regular	0.00	0.00	126864
5408	BANK OF AMERICA	12/13/2023	Regular	0.00	1,041.00	126865
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12866	Invoice	12/12/2023	Animal control training	0.00	1,041.00	
	401-082-2266	EMPLOYEE TRAINING	Animal control training		1,041.00	
2104	BARELA, JESSICA	12/13/2023	Regular	0.00	237.50	126866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002885	Invoice	12/07/2023	2023 Local Election Recount	0.00	237.50	
	401-021-2226	ELECTION COSTS	2023 Local Election Recount		237.50	
5538	BOHANNAN HUSTON, INC.	12/13/2023	Regular	0.00	4,678.37	126867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000126851	Invoice	12/11/2023	Water rights evaluation	0.00	4,678.37	
	836-045-2272	CONTRACT - PROFESSION	Water rights evaluation		4,678.37	
5538	BOHANNAN HUSTON, INC.	12/13/2023	Regular	0.00	7,140.40	126868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000126504-B	Invoice	12/12/2023	Duran Tank Design	0.00	7,140.40	
	803-059-2707	F2394 DURAN WATER SYS	Duran Tank Design SAP 21-F239		7,140.40	
5538	BOHANNAN HUSTON, INC.	12/13/2023	Regular	0.00	5,852.41	126869

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000126504-A	Invoice	12/12/2023	Duran Tank Design	0.00	5,852.41	
	803-059-2690	E2241 DURAN WATER SYS	Duran Tank Design SAP 21-E224		5,852.41	
859	BOUND TREE MEDICAL, LLC	12/13/2023	Regular	0.00	1,450.35	126870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85159046	Invoice	11/27/2023	EMS Supplies/Equipment/Medications FY	0.00	1,450.35	
	416-083-2230	SUPPLIES - MEDICAL	Curaplex Polyester Gray Blanket		265.14	
	416-083-2230	SUPPLIES - MEDICAL	Curaplex Transport Chair		64.95	
	416-083-2230	SUPPLIES - MEDICAL	SAM Pelvic Sling II, Large		318.80	
	416-083-2230	SUPPLIES - MEDICAL	SAM Pelvic Sling II, Standard		318.80	
	416-083-2230	SUPPLIES - MEDICAL	Bandage Roll Sterile 2 1/4 IN 96		98.88	
	416-083-2230	SUPPLIES - MEDICAL	SAM Pelvic Sling II, Small		318.80	
	416-083-2230	SUPPLIES - MEDICAL	Ondansetron 4mg, 2ml Vial 25E		64.98	
859	BOUND TREE MEDICAL, LLC	12/13/2023	Regular	0.00	1,205.08	126871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85172967	Invoice	12/12/2023	EMS Supplies/Equipment/Medications FY	0.00	1,205.08	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		1,205.08	
859	BOUND TREE MEDICAL, LLC	12/13/2023	Regular	0.00	82.98	126872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85170165	Invoice	12/07/2023	EMS Supplies/Equipment/Medications FY	0.00	82.98	
	416-083-2230	SUPPLIES - MEDICAL	EMS Supplies/Equipment/Medi		82.98	
5604	BRAYCON COMPANIES, LLC	12/13/2023	Regular	0.00	6,589.58	126873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
22	Invoice	12/13/2023	Braycon Lyndsi Donner FY24	0.00	6,589.58	
	635-055-2402	GRANT MATCHING	Braycon Lyndsi Donner FY24		484.58	
	635-068-2272	CONTRACT - PROFESSION	Braycon Lyndsi Donner FY24		6,105.00	
5018	BUILDERS SOURCE INC.	12/13/2023	Regular	0.00	1,045.54	126874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1137435/113743	Invoice	12/12/2023	Amana Washer and Dryer Set	0.00	1,045.54	
	911-080-2218	MAINTENANCE & REPAIR	Washer & Dryer Installation Fee		125.00	
	911-080-2218	MAINTENANCE & REPAIR	Amana Washer		399.00	
	911-080-2218	MAINTENANCE & REPAIR	Tax on Labor		17.54	
	911-080-2218	MAINTENANCE & REPAIR	Haul Away of Old Washer & Dry		20.00	
	911-080-2218	MAINTENANCE & REPAIR	Amana Dryer		399.00	
	911-080-2218	MAINTENANCE & REPAIR	Delivery of Washer & Dryer Set		85.00	
2636	CHAVEZ, BERNICE	12/13/2023	Regular	0.00	96.00	126875
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002883	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226	ELECTION COSTS	2023 Local Election Recount		96.00	
3391	CINTAS CORPORATION NO. 2	12/13/2023	Regular	0.00	364.98	126876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5185871095	Invoice	12/12/2023	SAFETY SUPPLIES	0.00	364.98	
	402-060-2248	SUPPLIES - SAFETY	SAFETY SUPPLIES		364.98	
3391	CINTAS CORPORATION NO. 2	12/13/2023	Regular	0.00	1,497.59	126877

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5178285984	Invoice	12/13/2023	SAFETY SUPPLIES	0.00	526.50	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		526.50	
5185871059	Invoice	12/12/2023	SAFETY SUPPLIES	0.00	377.17	
	911-080-2248		SUPPLIES - SAFETY		377.17	
INV0002887	Invoice	12/12/2023	SAFETY SUPPLIES	0.00	593.92	
	600-006-2248		SUPPLIES - SAFETY		593.92	
VEN01265	COBB, SHANNON	12/13/2023	Regular	0.00	96.00	126878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002879	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS		96.00	
			2023 Local Election Recount			
5416	CRYSTAL SPRINGS	12/13/2023	Regular	0.00	34.83	126879
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002853	Invoice	12/06/2023	Monthly water delivery	0.00	34.83	
	401-020-2219		SUPPLIES - GENERAL OFFI		34.83	
			Monthly water delivery			
5416	CRYSTAL SPRINGS	12/13/2023	Regular	0.00	16.00	126880
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9260374	Invoice	12/06/2023	WATER DELIVERY SERVICE FY2024	0.00	16.00	
	401-030-2271		CONTRACT - OTHER SERV		16.00	
			WATER DELIVERY SERVICE FY20			
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/13/2023	Regular	0.00	430.55	126881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81392262	Invoice	12/13/2023	Copy Machine Lease Agreement SN030	0.00	430.55	
	401-010-2284		EQUIPMENT LEASES		430.55	
			Copy Machine Lease Agreement			
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/13/2023	Regular	0.00	308.37	126882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81530832	Invoice	12/13/2023	TREASURER'S COPIER LEASE	0.00	308.37	
	401-030-2284		EQUIPMENT LEASES		308.37	
			TREASURER'S COPIER LEASE			
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/13/2023	Regular	0.00	323.28	126883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81425510	Invoice	12/13/2023	Monthly contract for copier	0.00	323.28	
	612-020-2284		CONTRACT - EQUIPMENT		323.28	
			Monthly contract for copier			
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/13/2023	Regular	0.00	149.05	126884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
81452665	Invoice	12/13/2023	Printer Lease	0.00	149.05	
	402-060-2284		LEASE EQUIPMENT		149.05	
			Printer Lease			
4979	DT AUTOMOTIVE	12/13/2023	Regular	0.00	4,540.00	126885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TCSO 24-00850	Invoice	12/12/2023	November 2023 Vehicle Maintenance	0.00	4,540.00	
	401-050-2201		MAINTENANCE & REPAIR		4,540.00	
			November 2023 Vehicle Mainte			
5319	DUCHARME, ARTHUR	12/13/2023	Regular	0.00	95.00	126886

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Vendor Number	Vendor Name	Post Date	Payment Date	Payment Type	Discount Amount	Payable Amount	Number
Payable #	Payable Type	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount	
	Account Number				0.00	95.00	
INV0002877	Invoice	12/07/2023	PZ Board member compensation			95.00	
	401-008-2300		TRAVEL - APPOINTED BO	PZ Board member compensatio			
					0.00	4,889.00	126887
1350	ESRI	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	4,889.00
94608886	Invoice	12/12/2023	ESRI Renewal				3,333.00
	401-007-2228		SOFTWARE		ESRI Renewal		556.00
	401-007-2228		SOFTWARE		ESRI Renewal		556.00
	401-007-2228		SOFTWARE		ESRI Renewal		444.00
	401-007-2228		SOFTWARE		ESRI Renewal		
					0.00	95.00	126888
5548	ESTRADA, CHRISTINA	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	95.00
INV0002875	Invoice	12/07/2023	PZ Board member compensation				95.00
	401-008-2300		TRAVEL - APPOINTED BO	PZ Board member compensatio			
					0.00	95.00	126889
3064	FROST, JIM	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	95.00
INV0002872	Invoice	12/07/2023	PZ board member compensation				95.00
	401-008-2300		TRAVEL - APPOINTED BO	PZ Board member compensatio			
					0.00	102.00	126890
1156	GARLEY, MARINA	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	102.00
INV0002878	Invoice	12/07/2023	2023 Local Election Recount				102.00
	401-021-2226		ELECTION COSTS	2023 Local Election Recount			
					0.00	95.00	126891
VEN01250	Gilbert RW Sanchez	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	95.00
INV0002882	Invoice	12/07/2023	PZ Board member compensation				95.00
	401-008-2300		TRAVEL - APPOINTED BO	PZ Board member compensatio			
					0.00	23.03	126892
214	HART'S TRUSTWORTHY HARDWARE	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	23.03
A123128	Invoice	12/12/2023	Harts Open PO 7/23-11/23				23.03
	405-091-2248		SUPPLIES - SAFETY	Harts Open PO 7/23-10/23			
					0.00	74.97	126893
214	HART'S TRUSTWORTHY HARDWARE	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	74.97
B527535	Invoice	12/13/2023	Interior Paint				74.97
	911-080-2215		MAINTENANCE & REPAIR	Interior Paint - 5-gal. Container			
					0.00	25.99	126894
214	HART'S TRUSTWORTHY HARDWARE	12/13/2023	Regular				
Payable #	Payable Type	Post Date	Payable Description	Account Name	Item Description	Discount Amount	Payable Amount
	Account Number					0.00	25.99
B524795	Invoice	12/11/2023	Dispatch open P/O FY-24				25.99
	911-080-2215		MAINTENANCE & REPAIR	Dispatch open P/O FY-24			
					0.00	20.57	126895
214	HART'S TRUSTWORTHY HARDWARE	12/13/2023	Regular				

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B526612	Invoice	12/07/2023	Open PO for Supplies for Animal Control	0.00	20.57	
	401-082-2215		MAINTENANCE & REPAIR		20.57	
3929	HENRY SCHEIN MATRX MEDICAL	12/13/2023	Regular	0.00	412.00	126896
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
61875529	Invoice	12/12/2023	EMS Supplies/Equipment/Medications Op	0.00	412.00	
	416-083-2230		SUPPLIES - MEDICAL		412.00	
3929	HENRY SCHEIN MATRX MEDICAL	12/13/2023	Regular	0.00	0.50	126897
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
62803915	Invoice	12/12/2023	EMS Supplies/Equipment/Medications Op	0.00	0.50	
	416-083-2230		SUPPLIES - MEDICAL		0.50	
3929	HENRY SCHEIN MATRX MEDICAL	12/13/2023	Regular	0.00	317.08	126898
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
62479422	Invoice	12/12/2023	EMS Supplies/Equipment/Medications Op	0.00	317.08	
	416-083-2230		SUPPLIES - MEDICAL		317.08	
3712	JOHNSTON, DANIELLE	12/13/2023	Regular	0.00	95.00	126899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002880	Invoice	12/07/2023	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
5222	LA MERCED DE PUEBLO DE TAJIQUE	12/13/2023	Regular	0.00	300.00	126900
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2023-12	Invoice	12/13/2023	FY2024 Tajique Land Grant Transfer Statio	0.00	300.00	
	401-005-2204		RENT OF LAND/BUILDING		300.00	
5179	LEAF CAPITAL FUNDING LLC	12/13/2023	Regular	0.00	632.57	126901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15702189	Invoice	12/13/2023	3 HP Designjet	0.00	632.57	
	401-007-2284		EQUIPMENT LEASES		632.57	
4897	LUJAN, GLINDA G	12/13/2023	Regular	0.00	96.00	126902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002881	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS		96.00	
947	LUNA, ANNETTE P	12/13/2023	Regular	0.00	102.00	126903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002876	Invoice	12/07/2023	2023 Local Election Recount	0.00	102.00	
	401-021-2226		ELECTION COSTS		102.00	
VEN01212	Martha Smith	12/13/2023	Regular	0.00	550.00	126904
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
105	Invoice	12/13/2023	Martha Smith FY24 Vendor Pay	0.00	550.00	
	412-053-2271		CONTRACT - OTHER SERV		550.00	
VEN01275	MCKINNEY, JASMINE	12/13/2023	Regular	0.00	25.00	126905

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.2023	Invoice	12/13/2023	JYG Youth Stipend	0.00	25.00	
	635-068-2272		CONTRACT - PROFESSION		25.00	
1932	MIRANDA, RUBENA	12/13/2023	Regular	0.00	102.00	126906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002871	Invoice	12/07/2023	2023 Local Election Recount	0.00	102.00	
	401-021-2226		ELECTION COSTS		102.00	
877	MOUNTAIN STATES CONSTRUCTORS INC	12/13/2023	Regular	0.00	17,484.80	126907
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10406	Invoice	12/07/2023	Cold Mix For SP Project Ten Pines and Los	0.00	17,484.80	
	402-064-2405		SP MATCHING		17,484.80	
1139	MOUNTAINAIR, TOWN OF	12/13/2023	Regular	0.00	695.39	126908
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023	Invoice	12/13/2023	Utilities- Water/Gas	0.00	379.39	
	401-027-2209		UTILITIES - NATURAL GAS		273.28	
	401-027-2210		UTILITIES - WATER		106.11	
LosLunasTheater	Invoice	11/30/2023	MOVIES	0.00	316.00	
	605-003-2271		CONTRACT - OTHER SERV		316.00	
177	NEW MEXICO COUNTIES	12/13/2023	Regular	0.00	825.00	126909
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SQNLTSJ2HYZ	Invoice	12/12/2023	2024 Legislative Conference	0.00	825.00	
	401-055-2266		EMPLOYEE TRAINING		825.00	
VEN01276	NEW MEXICO METERS LLC	12/13/2023	Regular	0.00	16,143.75	126910
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Invoice 21-1148	Invoice	12/12/2023	Manzano Domestic Water Well Meter Inst	0.00	16,143.75	
	836-045-2272		CONTRACT - PROFESSION		3,000.00	
	836-045-2272		CONTRACT - PROFESSION		7,143.75	
	836-045-2272		CONTRACT - PROFESSION		6,000.00	
4464	NM APPARATUS LLC	12/13/2023	Regular	0.00	1,150.74	126911
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1951	Invoice	12/11/2023	Battery Replacement Tender 4-1	0.00	1,150.74	
	409-091-2201		MAINTENANCE & REPAIR		605.25	
	409-091-2201		MAINTENANCE & REPAIR		363.89	
	409-091-2201		MAINTENANCE & REPAIR		181.60	
4464	NM APPARATUS LLC	12/13/2023	Regular	0.00	569.91	126912
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1949	Invoice	12/11/2023	Repair Rescue 1-4	0.00	569.91	
	413-091-2201		MAINTENANCE & REPAIR		218.05	
	413-091-2201		MAINTENANCE & REPAIR		351.86	
4464	NM APPARATUS LLC	12/13/2023	Regular	0.00	1,973.10	126913

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1950	Invoice	12/11/2023	Repair Lights FD5	0.00	1,973.10	
	413-091-2201		MAINTENANCE & REPAIR		1,269.37	
	413-091-2201		MAINTENANCE & REPAIR		703.73	
4464	NM APPARATUS LLC	12/13/2023	Regular	0.00	1,835.58	126914
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1948	Invoice	12/11/2023	Hose Reel Brush 2-2	0.00	1,835.58	
	406-091-2201		MAINTENANCE & REPAIR		428.13	
	406-091-2201		MAINTENANCE & REPAIR		1,407.45	
25	NM COUNTY INSURANCE AUTHORITY	12/13/2023	Regular	0.00	21,426.00	126915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
WC000221	Invoice	12/13/2023	VFIS ACCIDENT & SICKNESS POLICY RENE	0.00	21,426.00	
	401-005-2212		INSURANCE - GENERAL LI		21,426.00	
582	NM DEPARTMENT OF PUBLIC SAFETY	12/13/2023	Regular	0.00	15.00	126916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002891	Invoice	12/12/2023	Backgorund checks for licensing	0.00	15.00	
	401-082-2269		SUBSCRIPTIONS & DUES		15.00	
5051	NM LOCKING SYSTEMS	12/13/2023	Regular	0.00	24.83	126917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10870	Invoice	12/12/2023	Open P/O for Misc keys	0.00	24.83	
	401-015-2215		MAINTENANCE & REPAIR		24.83	
5051	NM LOCKING SYSTEMS	12/13/2023	Regular	0.00	73.51	126918
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10862	Invoice	12/07/2023	Open P/O for Misc keys	0.00	73.51	
	401-015-2215		MAINTENANCE & REPAIR		73.51	
1096	NM RETIREE HEALTH-CARE AUTHORI	12/13/2023	Regular	0.00	138.80	126919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002854	Invoice	12/06/2023	Retiree Health Care	0.00	8.65	
	401-000-9001		Payroll Liabilities		8.65	
INV0002861	Invoice	12/07/2023	Retiree Health Care	0.00	85.15	
	401-000-9001		Payroll Liabilities		85.15	
INV0002889	Invoice	12/12/2023	Retiree Health Care	0.00	45.00	
	401-000-9001		Payroll Liabilities		45.00	
1385	NM TAXATION & REVENUE	12/13/2023	Regular	0.00	8.60	126920
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002863	Invoice	12/07/2023	Workers Comp	0.00	8.60	
	401-000-9001		Payroll Liabilities		8.60	
5307	NUBE GROUP	12/13/2023	Regular	0.00	145.11	126921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
64925	Invoice	12/06/2023	color copy overages	0.00	145.11	
	401-008-2203		MAINTENANCE & REPAIR		145.11	
5307	NUBE GROUP	12/13/2023	Regular	0.00	115.95	126922

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002852	Invoice	12/06/2023	Monthly Contract Overage-Clerk	0.00	115.95	
	401-021-2221		PRINTING/PUBLISHING/A		115.95	
5307	NUBE GROUP	12/13/2023	Regular	0.00	98.69	126923
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
in64920/correcti	Invoice	12/12/2023	Recurring NUBE FY2024	0.00	98.69	
	401-050-2203		MAINTENANCE & REPAIR		98.69	
5393	ONEPAK, INC.	12/13/2023	Regular	0.00	903.93	126924
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RC2311-0113	Invoice	12/07/2023	Return of Assessor's Copy Machine	0.00	903.93	
	620-094-2218		MAINTENANCE & REPAIR		883.93	
	620-094-2218		MAINTENANCE & REPAIR		20.00	
3779	ORTIZ, PRISCILLA V	12/13/2023	Regular	0.00	306.50	126925
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002869	Invoice	12/07/2023	Local Election 2023	0.00	306.50	
	401-021-2226		ELECTION COSTS		306.50	
5147	PAMELA BURCHETT	12/13/2023	Regular	0.00	96.00	126926
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002873	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS		96.00	
5514	PERSONNEL EVALUATION INC.	12/13/2023	Regular	0.00	50.00	126927
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
49856	Invoice	12/12/2023	Personnel Evaluation Profiles	0.00	50.00	
	911-080-2272		CONTRACT - PROFESSION		50.00	
5528	PETERS, NICOLE	12/13/2023	Regular	0.00	40.00	126928
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002886	Invoice	12/12/2023	CPR Class	0.00	40.00	
	911-085-2266		EMPLOYEE TRAINING		40.00	
2015	PLATEAU WIRELESS	12/13/2023	Regular	0.00	4,512.65	126929
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023	Invoice	12/13/2023	Internet & wireless services	0.00	4,512.65	
	401-096-2207		TELECOMMUNICATIONS		4,512.65	
5100	PRESBYTERIAN MEDICAL SERVICES	12/13/2023	Regular	0.00	833.33	126930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6-Dec-23	Invoice	12/13/2023	Senior Center cleaning services	0.00	833.33	
	631-057-2271		CONTRACT - OTHER SERV		833.33	
3859	PRUDENTIAL OVERALL SUPPLY	12/13/2023	Regular	0.00	67.97	126931
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450701904	Invoice	12/07/2023	Mats & mop, supplys	0.00	67.97	
	401-016-2203		MAINTENANCE & REPAIR		67.97	
3859	PRUDENTIAL OVERALL SUPPLY	12/13/2023	Regular	0.00	215.07	126932

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450700159	Invoice	12/12/2023	Uniforms	0.00	215.07	
	402-060-2236		SUPPLIES - UNIFORMS		215.07	
3859	PRUDENTIAL OVERALL SUPPLY	12/13/2023	Regular	0.00	114.44	126933
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450701905	Invoice	12/07/2023	uniforms & supplys	0.00	114.44	
	401-015-2203		MAINTENANCE & REPAIR		114.44	
3859	PRUDENTIAL OVERALL SUPPLY	12/13/2023	Regular	0.00	114.44	126934
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450702770	Invoice	12/12/2023	uniforms & supplys	0.00	114.44	
	401-015-2203		MAINTENANCE & REPAIR		114.44	
3859	PRUDENTIAL OVERALL SUPPLY	12/13/2023	Regular	0.00	213.64	126935
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450687298	Invoice	12/12/2023	Uniforms	0.00	213.64	
	402-060-2236		SUPPLIES - UNIFORMS		213.64	
VEN01112	QUICK MED CLAIMS LLC	12/13/2023	Regular	0.00	2,222.97	126936
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV29537	Invoice	12/12/2023	QMC Medical Billing Services FY24	0.00	2,222.97	
	416-083-2271		CONTRACT - OTHER SERV		2,222.97	
VEN01112	QUICK MED CLAIMS LLC	12/13/2023	Regular	0.00	1,643.35	126937
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV30244	Invoice	12/12/2023	QMC Medical Billing Services FY24	0.00	1,643.35	
	416-083-2271		CONTRACT - OTHER SERV		1,643.35	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	68.67	126938
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.20232 4381	Invoice	12/13/2023	Monthly Charges	0.00	68.67	
	401-096-2207		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	246.25	126939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 4068	Invoice	12/13/2023	Monthly Charges Dist 5	0.00	246.25	
	405-091-2207		TELECOMMUNICATIONS		246.25	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	68.17	126940
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 5104	Invoice	12/13/2023	Monthly Charges Dist 5	0.00	68.17	
	405-091-2207		TELECOMMUNICATIONS		68.17	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	141.14	126941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 4341	Invoice	12/13/2023	Monthly Charges	0.00	141.14	
	401-096-2207		TELECOMMUNICATIONS		141.14	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	68.67	126942

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 4362	Invoice	12/13/2023	Monthly Charges	0.00	68.67	
	401-096-2207		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	201.32	126943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 4425	Invoice	12/13/2023	Monthly charges Moriarty	0.00	201.32	
	401-037-2207		TELECOMMUNICATIONS		201.32	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	559.33	126944
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 1022	Invoice	12/13/2023	Monthly charges Dispatch	0.00	559.33	
	911-080-2207		TELECOMMUNICATIONS		559.33	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	37.98	126945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 1277	Invoice	12/13/2023	Monthly Charges	0.00	37.98	
	401-096-2207		TELECOMMUNICATIONS		37.98	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	130.63	126946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 3237	Invoice	12/13/2023	Monthly Charges	0.00	130.63	
	401-096-2207		TELECOMMUNICATIONS		130.63	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	128.49	126947
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 3165	Invoice	12/13/2023	Monthly Charges	0.00	128.49	
	401-096-2207		TELECOMMUNICATIONS		128.49	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	68.67	126948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 4080	Invoice	12/13/2023	Monthly Charges	0.00	68.67	
	401-096-2207		TELECOMMUNICATIONS		68.67	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	322.66	126949
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 0058	Invoice	12/13/2023	Monthly Charges	0.00	322.66	
	401-096-2207		TELECOMMUNICATIONS		322.66	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	65.20	126950
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 2885	Invoice	12/13/2023	Monthly charges Mountainair	0.00	65.20	
	401-027-2207		TELECOMMUNICATIONS		65.20	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	120.89	126951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 2550	Invoice	12/13/2023	Monthly Charges	0.00	120.89	
	401-096-2207		TELECOMMUNICATIONS		120.89	
107	QWEST CORPORATION	12/13/2023	Regular	0.00	280.58	126952

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12.2023 5010	Invoice	12/13/2023	Monthly charges Estancia	0.00	280.58	
	401-036-2207		TELECOMMUNICATIONS Monthly charges Estancia		280.58	
215	RICH FORD SALES	12/13/2023	Regular	0.00	82.51	126953
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2047246	Invoice	12/12/2023	PZ 5 oil change	0.00	82.51	
	401-008-2201		MAINTENANCE & REPAIR PZ 5 oil change		82.51	
4969	ROMERO, JOANNE L	12/13/2023	Regular	0.00	96.00	126954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002888	Invoice	12/12/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS 2023 Local Election Recount		96.00	
2262	SAFETY FLARE INC.	12/13/2023	Regular	0.00	4,695.00	126955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
132192	Invoice	12/12/2023	Fire extinguishers for fleet	0.00	4,695.00	
	402-060-2248		SUPPLIES - SAFETY Outdoor Label for 2.5lb Fire Exti		30.00	
	402-060-2248		SUPPLIES - SAFETY 20lb Fire Extinguisher		3,000.00	
	402-060-2248		SUPPLIES - SAFETY 20lb Fire Extinguisher Outdoor L		15.00	
	402-060-2248		SUPPLIES - SAFETY 2.5lb Fire Extinguisher		1,650.00	
VEN01156	SANCHEZ, JAVIER ERNESTO	12/13/2023	Regular	0.00	10.29	126956
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
302614	Invoice	12/07/2023	Dispatch open P/O FY-24	0.00	10.29	
	911-080-2215		MAINTENANCE & REPAIR Dispatch open P/O FY-24		10.29	
5426	SENERGY PETROLEUM, LLC	12/13/2023	Regular	0.00	6,323.61	126957
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-696487	Invoice	12/12/2023	Fuel	0.00	6,323.61	
	402-060-2202		SUPPLIES - VEHICLE FUEL Fuel		6,323.61	
5599	SIMPLY DIEGO'S	12/13/2023	Regular	0.00	1,099.30	126958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
207228	Invoice	12/12/2023	Cat and dog food for shelter animals	0.00	1,099.30	
	401-082-2216		SUPPLIES - ANIMAL FOOD cat food		139.90	
	401-082-2216		SUPPLIES - ANIMAL FOOD dog food		959.40	
3978	STAPLES BUSINESS ADVANTAGE	12/13/2023	Regular	0.00	21.87	126959
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3550869699	Invoice	12/12/2023	Office supplies	0.00	21.87	
	401-008-2219		SUPPLIES - GENERAL OFFI Binder Clips		10.36	
	401-008-2219		SUPPLIES - GENERAL OFFI Kleenex		6.37	
	401-008-2219		SUPPLIES - GENERAL OFFI Expo Block Erasers		5.14	
5296	THE MASTER'S TOUCH, LLC.	12/13/2023	Regular	0.00	2,173.03	126960
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002895	Invoice	12/12/2023	PAYMENTS TO THE MASTERS TOUCH.	0.00	2,173.03	
	401-040-2221		PRINTING/PUBLISHING/A PAYMENTS TO THE MASTERS TO		2,173.03	
3828	THE SIDWELL COMPANY	12/13/2023	Regular	0.00	5,209.31	126961

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SIDNM001859	Invoice	12/12/2023	Sidwell Web Hosting Annual Fee	0.00	5,209.31	
	401-007-2228	SOFTWARE	Sidwell Web Hosting Annual Fee		5,209.31	
5339	US BANK CORPORATE PAYMENT SYSTEM	12/13/2023	Regular	0.00	22,483.69	126962
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11/12/23	Invoice	12/13/2023	COUNTY FUEL 10.15.23 TO 11.15.23	0.00	22,483.69	
	401-007-2202	SUPPLIES - VEHICLE FUEL	RA		69.01	
	401-008-2202	SUPPLIES - VEHICLE FUEL	PZ		515.40	
	401-010-2202	SUPPLIES - VEHICLE FUEL	MANAGER FUEL		174.59	
	401-020-2202	SUPPLIES-VEHICLE FUEL	CLERK		252.25	
	401-030-2202	SUPPLIES - VEHICLE FUEL	TREASURER		212.17	
	401-040-2202	SUPPLIES - VEHICLE FUEL	ASSESSOR		167.07	
	401-050-2202	SUPPLIES - VEHICLE FUEL	SHERIFF FUEL		13,248.28	
	401-065-2202	SUPPLIES - VEHICLE FUEL	MAINTENANCE		735.92	
	401-082-2202	SUPPLIES - VEHICLE FUEL	ANIMAL SERVICES		1,073.12	
	405-091-2202	SUPPLIES - VEHICLE FUEL	DIST 5		635.10	
	406-091-2202	SUPPLIES - VEHICLE FUEL	DIST 2		437.69	
	408-091-2202	SUPPLIES - VEHICLE FUEL	DIST 3		343.22	
	413-091-2202	SUPPLIES - VEHICLE FUEL	FIRE ADMIN		4,098.02	
	418-091-2202	SUPPLIES - VEHICLE FUEL	DIST 6		173.28	
	420-073-2202	SUPPLIES - VEHICLE FUEL	COMMUNITY MONITOR		50.01	
	604-083-2202	SUPPLIES - VEHICLE FUEL	CIVIL DEFENSE		259.56	
	690-009-2202	SUPPLIES - VEHICLE FUEL	DV		39.00	
	Void	12/13/2023	Regular	0.00	0.00	126963
5389	VIA HOMES & DEVELOPMENT LLC	12/13/2023	Regular	0.00	4,015.28	126964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
47	Invoice	12/13/2023	JJC Continuum Coordinator	0.00	4,015.28	
	635-055-2402	GRANT MATCHING	JJC Continuum Coordinator- GRT		295.28	
	635-068-2272	CONTRACT - PROFESSION	JJC Continuum Coordinator		3,720.00	
1	WAGNER EQUIPMENT CO.	12/13/2023	Regular	0.00	1,084.06	126965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S10W0915347	Invoice	12/12/2023	Service on all purchased equipment from	0.00	1,084.06	
	402-060-2244	MAINTENANCE & REPAIR	Service on all purchased equip		1,084.06	
5635	WALDON, JESSICA	12/13/2023	Regular	0.00	102.00	126966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002884	Invoice	12/07/2023	2023 Local Election Recount	0.00	102.00	
	401-021-2226	ELECTION COSTS	2023 Local Election Recount		102.00	
4875	WARE, SIDNEY K	12/13/2023	Regular	0.00	3,383.84	126967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
192	Invoice	12/13/2023	JJG Boys Council Facilitator	0.00	3,383.84	
	635-055-2402	GRANT MATCHING	JJG Boys Council Facilitator GRT		248.84	
	635-068-2272	CONTRACT - PROFESSION	JJG Boys Council Facilitator		3,135.00	
810	WILLARD, VILLAGE OF	12/13/2023	Regular	0.00	92.58	126968
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11.2023	Invoice	12/13/2023	Monthly water	0.00	92.58	
	418-091-2210	UTILITIES - WATER	Monthly water		92.58	
5148	WILLIAM BURCHETT	12/13/2023	Regular	0.00	96.00	126969

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002870	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS		96.00	
5438	ZAMORA, TAMMY	12/13/2023	Regular	0.00	96.00	126970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002874	Invoice	12/07/2023	2023 Local Election Recount	0.00	96.00	
	401-021-2226		ELECTION COSTS		96.00	
3	4 RIVERS EQUIPMENT, LLC	12/20/2023	Regular	0.00	125.08	126971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11551193	Invoice	12/05/2023	Dura Max C	0.00	125.08	
	402-060-2244		MAINTENANCE & REPAIR		125.08	
			Credit 1529111 Parts Sale			
419	AFLAC	12/20/2023	Regular	0.00	2,568.06	126972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002812	Invoice	12/07/2023	Aflac	0.00	900.38	
	401-000-9001		Payroll Liabilities		900.38	
INV0002813	Invoice	12/07/2023	Aflac	0.00	383.65	
	401-000-9001		Payroll Liabilities		383.65	
INV0002902	Invoice	12/21/2023	Aflac	0.00	900.38	
	401-000-9001		Payroll Liabilities		900.38	
INV0002903	Invoice	12/21/2023	Aflac	0.00	383.65	
	401-000-9001		Payroll Liabilities		383.65	
VEN01184	AIR CARE NEW MEXICO	12/20/2023	Regular	0.00	807.96	126973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#8050	Invoice	12/18/2023	Bad board & pressure switch	0.00	807.96	
	401-087-2215		MAINTENANCE & REPAIR		375.00	
	401-087-2215		MAINTENANCE & REPAIR		320.96	
	401-087-2215		MAINTENANCE & REPAIR		112.00	
3207	AIRGAS USA LLC	12/20/2023	Regular	0.00	1,045.45	126974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5504141669	Invoice	12/13/2023	Airgas Rental Open PO	0.00	1,045.45	
	408-091-2230		SUPPLIES - MEDICAL		1,045.45	
5450	AMAZON BUSINESS	12/20/2023	Regular	0.00	217.88	126975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17JG-NC1F-LVF3	Invoice	12/18/2023	OSHA Compliance Posters	0.00	217.88	
	600-006-2221		PRINTING/PUBLISHING/A		217.88	
5450	AMAZON BUSINESS	12/20/2023	Regular	0.00	177.79	126976
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1QKT-V9P7-33F9	Invoice	12/19/2023	Dish Soap / Pots & Pans Set	0.00	177.79	
	911-080-2219		SUPPLIES - GENERAL OFFI		18.99	
	911-080-2219		SUPPLIES - GENERAL OFFI		99.99	
	911-080-2220		SUPPLIES - CLEANING		58.81	
5450	AMAZON BUSINESS	12/20/2023	Regular	0.00	14.16	126977

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19DP-CP19-(Y6L	Invoice	12/13/2023	3 sets blades, oil filter, belt	0.00	14.16	
	401-065-2218		MAINTENANCE & REPAIR		14.16	
5450	AMAZON BUSINESS	12/20/2023	Regular	0.00	199.78	126978
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1YX9-7X3W-CNR	Invoice	12/13/2023	3 sets blades, oil filter, belt	0.00	199.78	
	401-065-2218		MAINTENANCE & REPAIR		199.78	
5450	AMAZON BUSINESS	12/20/2023	Regular	0.00	249.95	126979
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14HC-GKVC-P9VF	Invoice	12/18/2023	Trunk on Wheels	0.00	249.95	
	604-083-2248		SUPPLIES - SAFETY		249.95	
182	AUTOMATED ELECTION SERVICES	12/20/2023	Regular	0.00	1,500.00	126980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
59537	Invoice	12/20/2023	SUPPLEMENTAL ELECTION SUPPLIES 2023	0.00	1,500.00	
	401-021-2219		SUPPLIES - GENERAL OFFI		1,500.00	
5408	BANK OF AMERICA	12/20/2023	Regular	0.00	171.57	126981
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7875677	Invoice	12/18/2023	Notary Renew Package	0.00	171.57	
	401-055-2269		SUBSCRIPTIONS & DUES		171.57	
5584	BLACK ROCK SERVICES	12/20/2023	Regular	0.00	3,246.84	126982
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Fw-27710	Invoice	12/20/2023	Cinders for mixing with salt	0.00	3,246.84	
	836-045-2617		C/O EQUIPMENT & MAC		3,246.84	
4811	CAIN, DALLIE VON	12/20/2023	Regular	0.00	3,500.00	126983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023 DC2	Invoice	12/20/2023	FAIR ANIMAL SALE PARTIAL PAYMENT #20	0.00	3,500.00	
	412-053-2249		ANIMAL SALES AT COUNT		3,500.00	
5304	CMI, INC.	12/20/2023	Regular	0.00	216.90	126984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8060049	Invoice	12/19/2023	IR8000 Gas Canister	0.00	216.90	
	401-050-2222		SUPPLIES - FIELD SUPPLIE		216.90	
4270	COLONIAL LIFE	12/20/2023	Regular	0.00	531.42	126985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002816	Invoice	12/07/2023	Colonial	0.00	126.32	
	401-000-9001		Payroll Liabilities		126.32	
INV0002817	Invoice	12/07/2023	Colonial Post tax	0.00	139.39	
	401-000-9001		Payroll Liabilities		139.39	
INV0002906	Invoice	12/21/2023	Colonial	0.00	126.32	
	401-000-9001		Payroll Liabilities		126.32	
INV0002907	Invoice	12/21/2023	Colonial Post tax	0.00	139.39	
	401-000-9001		Payroll Liabilities		139.39	
VEN01230	CTRL-P Inc	12/20/2023	Regular	0.00	850.00	126986

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2023-4346	Invoice	12/19/2023	RLE publication	0.00	850.00	
	401-021-2221		PRINTING/PUBLISHING/A		850.00	
VEN01230	CTRL-P Inc	12/20/2023	Regular	0.00	850.00	126987
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2023-4347	Invoice	12/19/2023	RLE publication	0.00	850.00	
	401-021-2221		PRINTING/PUBLISHING/A		850.00	
VEN01187	Dearborn Life Insurance Company	12/20/2023	Regular	0.00	883.45	126988
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000091	Credit Memo	12/06/2023	VISION POST TAX	0.00	-6.28	
	401-000-9001		Payroll Liabilities		-6.28	
CM0000094	Credit Memo	12/12/2023	VISION POST TAX	0.00	-6.28	
	401-000-9001		Payroll Liabilities		-6.28	
INV0002814	Invoice	12/07/2023	VISION INSURANCE	0.00	345.00	
	401-000-9001		Payroll Liabilities		345.00	
INV0002815	Invoice	12/07/2023	VISION POST TAX	0.00	101.43	
	401-000-9001		Payroll Liabilities		101.43	
INV0002857	Invoice	12/07/2023	VISION INSURANCE	0.00	3.15	
	401-000-9001		Payroll Liabilities		3.15	
INV0002904	Invoice	12/21/2023	VISION INSURANCE	0.00	345.00	
	401-000-9001		Payroll Liabilities		345.00	
INV0002905	Invoice	12/21/2023	VISION POST TAX	0.00	101.43	
	401-000-9001		Payroll Liabilities		101.43	
4834	DELTA DENTAL OF NEW MEXICO INC	12/20/2023	Regular	0.00	4,365.45	126989
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002818	Invoice	12/07/2023	Dental Insurance	0.00	1,561.06	
	401-000-9001		Payroll Liabilities		1,561.06	
INV0002819	Invoice	12/07/2023	Dental Insurance	0.00	614.39	
	401-000-9001		Payroll Liabilities		614.39	
INV0002858	Invoice	12/07/2023	Dental Insurance	0.00	14.55	
	401-000-9001		Payroll Liabilities		14.55	
INV0002908	Invoice	12/21/2023	Dental Insurance	0.00	1,561.06	
	401-000-9001		Payroll Liabilities		1,561.06	
INV0002909	Invoice	12/21/2023	Dental Insurance	0.00	614.39	
	401-000-9001		Payroll Liabilities		614.39	
5478	ENCINAS, BRODY	12/20/2023	Regular	0.00	4,100.00	126990
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR BE 2023	Invoice	12/20/2023	TC FAIR 2023 SALE #28 PAID IN FULL	0.00	4,100.00	
	412-053-2249		ANIMAL SALES AT COUNT		4,100.00	
51	ESTANCIA, TOWN OF	12/20/2023	Regular	0.00	510.00	126991
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOE AQUATIC	Invoice	12/20/2023	TOE AQUATIC CENTER POOL USAGE DWI	0.00	510.00	
	605-003-2271		CONTRACT - OTHER SERV		510.00	
51	ESTANCIA, TOWN OF	12/20/2023	Regular	0.00	1,610.78	126992

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
12.5.23 TOE	Invoice	12/20/2023	REPLACEMENT CHECK FOR COUNTY WATE	0.00	1,610.78	
401-015-2210			UTILITIES - WATER		449.25	
401-016-2210			UTILITIES - WATER		270.51	
401-024-2210			UTILITIES - WATER		101.48	
401-036-2210			UTILITIES - WATER		127.94	
401-050-2210			UTILITIES - WATER		127.94	
401-053-2210			UTILITIES - WATER		101.48	
401-053-2210			UTILITIES - WATER		228.71	
402-060-2210			UTILITIES - WATER		203.47	
2555	EWSWA	12/20/2023	Regular	0.00	222.81	126993
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
001-0001152142	Invoice	12/13/2023	Animal disposal	0.00	222.81	
401-082-2210			UTILITIES - WATER		190.98	
401-082-2210			UTILITIES - WATER		31.83	
VEN01281	FIRST AMERICAN FINANCIAL ADVISORS, INC	12/20/2023	Regular	0.00	47,798.60	126994
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
342	Invoice	12/18/2023	Municipal Financial Advisory Services - Ad	0.00	47,798.60	
561-005-2353			LOAN ISSUANCE EXPENSE		47,798.60	
5019	GLOBE LIFE & ACCIDENT INSURANCE	12/20/2023	Regular	0.00	326.00	126995
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
INV0002821	Invoice	12/07/2023	Globe Life Insurance	0.00	163.00	
401-000-9001			Payroll Liabilities		163.00	
INV0002911	Invoice	12/21/2023	Globe Life Insurance	0.00	163.00	
401-000-9001			Payroll Liabilities		163.00	
4050	GM EMULSION LLC	12/20/2023	Regular	0.00	53,255.33	126996
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
HFE100pFpg1207	Invoice	12/19/2023	Fog seal Ten Pines and Los Pintos Roads	0.00	53,255.33	
402-064-2408			ROADWAYS/BRIDGES - SP		53,255.33	
36	GUSTIN HARDWARE, INC.	12/20/2023	Regular	0.00	38.94	126997
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
367695	Invoice	12/20/2023	Judicial open P/O FY-24	0.00	38.94	
401-016-2215			MAINTENANCE & REPAIR		38.94	
36	GUSTIN HARDWARE, INC.	12/20/2023	Regular	0.00	45.38	126998
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
367694	Invoice	12/20/2023	Fair grd open P/O FY-24	0.00	45.38	
401-053-2215			MAINTENANCE & REPAIR		45.38	
214	HART'S TRUSTWORTHY HARDWARE	12/20/2023	Regular	0.00	17.37	126999
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Number	Account Name	Item Description	Distribution Amount		
B528471	Invoice	12/19/2023	Admin open P/O FY-24	0.00	17.37	
401-015-2215			MAINTENANCE & REPAIR		17.37	
214	HART'S TRUSTWORTHY HARDWARE	12/20/2023	Regular	0.00	34.74	127000

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B528472	Invoice	12/19/2023	Judicial open P/O FY-24	0.00	34.74	
	401-016-2215		MAINTENANCE & REPAIR		34.74	
VEN01238	Julie Gravel-Pickering	12/20/2023	Regular	0.00	101.40	127001
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
NM ASSOC JG	Invoice	12/20/2023	RETURN FROM RUIDOSO NM NM ASSOC	0.00	101.40	
	604-083-2205		TRAVEL - EMPLOYEES		101.40	
4772	KILLEBREW, KAYDENCE	12/20/2023	Regular	0.00	6,000.00	127002
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023 KK2	Invoice	12/20/2023	TC FAIR 2023 FAIR SALE #13 PD IN FULL	0.00	6,000.00	
	412-053-2249		ANIMAL SALES AT COUNT		6,000.00	
4339	LIBERTY NATIONAL LIFE INSURANCE	12/20/2023	Regular	0.00	704.60	127003
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002823	Invoice	12/07/2023	Liberty Life Insurance	0.00	162.86	
	401-000-9001		Payroll Liabilities		162.86	
INV0002824	Invoice	12/07/2023	Liberty Life Insurance	0.00	189.44	
	401-000-9001		Payroll Liabilities		189.44	
INV0002913	Invoice	12/21/2023	Liberty Life Insurance	0.00	162.86	
	401-000-9001		Payroll Liabilities		162.86	
INV0002914	Invoice	12/21/2023	Liberty Life Insurance	0.00	189.44	
	401-000-9001		Payroll Liabilities		189.44	
5621	MAGOURILOS, FRANK G.	12/20/2023	Regular	0.00	1,583.00	127004
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FY24 INVOICE #6	Invoice	12/13/2023	Program evaluation	0.00	1,583.00	
	605-002-2271		CONTRACT - OTHER SERV		1,583.00	
VEN01183	Metropolitan Life Insurance Company	12/20/2023	Regular	0.00	2,396.67	127005
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000092	Credit Memo	12/06/2023	MET LIFE LTD	0.00	-16.38	
	401-000-9001		Payroll Liabilities		-16.38	
INV0002825	Invoice	12/07/2023	MET LIFE LTD	0.00	652.52	
	401-000-9001		Payroll Liabilities		652.52	
INV0002826	Invoice	12/07/2023	Metlife employer	0.00	509.27	
	401-000-9001		Payroll Liabilities		509.27	
INV0002827	Invoice	12/07/2023	Metropolitan Supplemental Life	0.00	29.96	
	401-000-9001		Payroll Liabilities		29.96	
INV0002859	Invoice	12/07/2023	MET LIFE LTD	0.00	10.13	
	401-000-9001		Payroll Liabilities		10.13	
INV0002860	Invoice	12/07/2023	Metlife employer	0.00	8.70	
	401-000-9001		Payroll Liabilities		8.70	
INV0002899	Invoice	12/12/2023	MET LIFE LTD	0.00	1.65	
	401-000-9001		Payroll Liabilities		1.65	
INV0002915	Invoice	12/21/2023	MET LIFE LTD	0.00	657.24	
	401-000-9001		Payroll Liabilities		657.24	
INV0002916	Invoice	12/21/2023	Metlife employer	0.00	513.62	
	401-000-9001		Payroll Liabilities		513.62	
INV0002917	Invoice	12/21/2023	Metropolitan Supplemental Life	0.00	29.96	

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-000-9001	Payroll Liabilities	Metropolitan Supplemental Pos		29.96	
4797	METZGER, KAYLA	12/20/2023	Regular	0.00	10,185.00	127006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
TC FAIR PD IN FU	Invoice	12/20/2023	TC FAIR 2023 ANIMAL SALE PD IN FULL #4	0.00	10,185.00	
	412-053-2249		ANIMAL SALES AT COUNT	TC FAIR 2023 ANIMAL SALE PD I	10,500.00	
	412-053-2249		ANIMAL SALES AT COUNT	COMMISSION	-315.00	
177	NEW MEXICO COUNTIES	12/20/2023	Regular	0.00	550.00	127007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
LC2024-112023-1	Invoice	12/19/2023	2024 Legislative Conference	0.00	550.00	
	401-030-2266		EMPLOYEE TRAINING	2024 Legislative Conference	550.00	
177	NEW MEXICO COUNTIES	12/20/2023	Regular	0.00	850.00	127008
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0002897	Invoice	12/13/2023	ConferenceRegistration Commissioner Sc	0.00	300.00	
	401-005-2266		EMPLOYEE TRAINING	ConferenceRegistration Commis	300.00	
INV0002898	Invoice	12/13/2023	Registrations for Legislative Conference	0.00	550.00	
	401-014-2266		EMPLOYEE TRAINING	HR.Registrations for Legistlative	275.00	
	401-056-2266		EMPLOYEE TRAINING	IPRA.Registrations for Legislativ	275.00	
4987	NEW YORK LIFE	12/20/2023	Regular	0.00	304.28	127009
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0002829	Invoice	12/07/2023	New York Life Insurance	0.00	67.17	
	401-000-9001		Payroll Liabilities	New York Life Insurance	67.17	
INV0002830	Invoice	12/07/2023	New York Life Insurance	0.00	84.97	
	401-000-9001		Payroll Liabilities	New York Life Insurance	84.97	
INV0002919	Invoice	12/21/2023	New York Life Insurance	0.00	67.17	
	401-000-9001		Payroll Liabilities	New York Life Insurance	67.17	
INV0002920	Invoice	12/21/2023	New York Life Insurance	0.00	84.97	
	401-000-9001		Payroll Liabilities	New York Life Insurance	84.97	
1096	NM RETIREE HEALTH-CARE AUTHORI	12/20/2023	Regular	0.00	6,219.79	127010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0002923	Invoice	12/21/2023	Retiree Health Care	0.00	6,219.79	
	401-000-9001		Payroll Liabilities	Retiree Health Care	6,219.79	
5652	O'Dell, Samantha	12/20/2023	Regular	0.00	101.40	127011
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
NM ASSOC SO	Invoice	12/20/2023	RETURN FROM RUIDOSO NM NM ASSOC	0.00	101.40	
	604-083-2205		TRAVEL - EMPLOYEES	TRAVEL TO RUIDOSO NM NM A	101.40	
5106	ORTIZ, ADRIAN	12/20/2023	Regular	0.00	4,000.00	127012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
FY24-6	Invoice	12/18/2023	Teen court/prevention contract	0.00	4,000.00	
	605-002-2271		CONTRACT - OTHER SERV	Teen court/prevention contract	4,000.00	
1449	P & M SIGNS INC	12/20/2023	Regular	0.00	160.00	127013

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Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
9165	Invoice	12/18/2023	Decals for 2023 new trucks	0.00	160.00	
	402-060-2201		MAINTENANCE & REPAIR		100.00	
	402-060-2201		MAINTENANCE & REPAIR		60.00	
2021	PRE-PAID LEGAL SERVICES, INC	12/20/2023	Regular	0.00	419.84	127014
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002822	Invoice	12/07/2023	Legal Shield	0.00	209.92	
	401-000-9001		Payroll Liabilities		209.92	
INV0002912	Invoice	12/21/2023	Legal Shield	0.00	209.92	
	401-000-9001		Payroll Liabilities		209.92	
3859	PRUDENTIAL OVERALL SUPPLY	12/20/2023	Regular	0.00	207.00	127015
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450703631	Invoice	12/19/2023	Uniforms	0.00	207.00	
	402-060-2236		SUPPLIES - UNIFORMS		207.00	
3859	PRUDENTIAL OVERALL SUPPLY	12/20/2023	Regular	0.00	67.97	127016
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450703628	Invoice	12/19/2023	Mats & mop, supplys	0.00	67.97	
	401-016-2203		MAINTENANCE & REPAIR		67.97	
3462	SAMBA HOLDINGS, INC.	12/20/2023	Regular	0.00	345.22	127017
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV01224157	Invoice	12/13/2023	August 2024 - Background Checks	0.00	345.22	
	401-014-2271		CONTRACT-OTHER SERVI		26.63	
	401-014-2271		CONTRACT-OTHER SERVI		6.50	
	401-014-2271		CONTRACT-OTHER SERVI		2.13	
	401-014-2271		CONTRACT-OTHER SERVI		260.90	
	401-014-2271		CONTRACT-OTHER SERVI		49.06	
VEN01156	SANCHEZ, JAVIER ERNESTO	12/20/2023	Regular	0.00	43.79	127018
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
303147	Invoice	12/20/2023	Admin open P/O Fy-24	0.00	43.79	
	401-015-2215		MAINTENANCE & REPAIR		43.79	
5579	SARNO, SHELBY	12/20/2023	Regular	0.00	6,000.00	127019
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TC FAIR 2023 SS2	Invoice	12/20/2023	TC FAIR SALE 2023 #35 PAID IN FULL	0.00	6,000.00	
	412-053-2249		ANIMAL SALES AT COUNT		6,000.00	
5426	SENERGY PETROLEUM, LLC	12/20/2023	Regular	0.00	4,895.77	127020
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
SEN-702748	Invoice	12/18/2023	Fuel	0.00	4,895.77	
	402-060-2202		SUPPLIES - VEHICLE FUEL		4,895.77	
VEN01155	Smith, Rebecca	12/20/2023	Regular	0.00	960.00	127021
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
WAVES-000012	Invoice	12/18/2023	Mental Health Support for Teen Court	0.00	960.00	
	605-002-2271		CONTRACT - OTHER SERV		960.00	

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Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4123	The Harvard Drug Group, LLC	12/20/2023	Regular	0.00	418.35	127022
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
6R7755	Invoice	12/13/2023	Fatal Plus for euthanizing animals	0.00	418.35	
401-082-2115			SUPPLIES - PHARMACY		418.35	
5296	THE MASTER'S TOUCH, LLC.	12/20/2023	Regular	0.00	22.85	127023
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002933	Invoice	12/19/2023	PAYMENTS TO THE MASTERS TOUCH.	0.00	22.85	
401-040-2221			PRINTING/PUBLISHING/A		22.85	
1335	TORRANCE COUNTY	12/20/2023	Regular	0.00	82.98	127024
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002925	Invoice	12/21/2023	Torrance County Property Tax	0.00	82.98	
401-000-9001			Payroll Liabilities		82.98	
1	WAGNER EQUIPMENT CO.	12/20/2023	Regular	0.00	657.42	127025
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
P10C0881610	Invoice	12/20/2023	Repairs,Parts and Labor ,Cutting edges	0.00	657.42	
402-060-2244			MAINTENANCE & REPAIR		657.42	
4799	WALDROP, BAILEY	12/20/2023	Regular	0.00	25.00	127026
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
TC FAIR 2023 BW	Invoice	12/20/2023	TC FAIR ADD ONS PD IN FULL	0.00	25.00	
412-053-2249			ANIMAL SALES AT COUNT		25.00	
2787	WASHINGTON NATIONAL INSURANCE CO	12/20/2023	Regular	0.00	79.96	127027
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002837	Invoice	12/07/2023	Washington National Life	0.00	39.98	
401-000-9001			Payroll Liabilities		39.98	
INV0002928	Invoice	12/21/2023	Washington National Life	0.00	39.98	
401-000-9001			Payroll Liabilities		39.98	
3823	WITMER PUBLIC SAFETY GROUP	12/20/2023	Regular	0.00	723.17	127028
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV375205	Invoice	12/13/2023	Equipment District 5	0.00	723.17	
405-091-2248			SUPPLIES - SAFETY		576.50	
405-091-2248			SUPPLIES - SAFETY		103.18	
405-091-2248			SUPPLIES - SAFETY		43.49	
5296	THE MASTER'S TOUCH, LLC.	12/20/2023	Regular	0.00	5,745.99	127029
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002867	Invoice	12/06/2023	PAYMENTS TO THE MASTERS TOUCH.	0.00	5,745.99	
401-040-2221			PRINTING/PUBLISHING/A		5,745.99	
5380	VOYA HOLDINGS, INC.	12/07/2023	Bank Draft	0.00	2,065.55	DFT0000599
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0002836	Invoice	12/07/2023	Voya	0.00	2,065.55	
401-000-9001			Payroll Liabilities		2,065.55	
233	PUBLIC EMPLOYEES RETIREMENT	12/07/2023	Bank Draft	0.00	55,515.10	DFT0000600

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002838	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	PERA Retirement	0.00	55,515.10	
	401-000-9001		Payroll Liabilities		17,136.71	
	401-000-9001		Payroll Liabilities		38,378.39	
448	NM TAXATION & REVENUE	12/07/2023	Bank Draft	0.00	8,936.03	DFT0000601
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002839	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	State Tax	0.00	8,936.03	
	401-000-9001		Payroll Liabilities		8,936.03	
1656	INTERNAL REVENUE SERVICE	12/07/2023	Bank Draft	0.00	49,750.75	DFT0000602
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002840	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	Federal Tax	0.00	49,750.75	
	401-000-9001		Payroll Liabilities		17,815.55	
	401-000-9001		Payroll Liabilities		24,459.26	
	401-000-9001		Payroll Liabilities		7,475.94	
233	PUBLIC EMPLOYEES RETIREMENT	12/07/2023	Bank Draft	0.00	637.22	DFT0000608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002864	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	PERA Retirement	0.00	637.22	
	401-000-9001		Payroll Liabilities		637.22	
448	NM TAXATION & REVENUE	12/07/2023	Bank Draft	0.00	79.96	DFT0000609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002865	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	State Tax	0.00	79.96	
	401-000-9001		Payroll Liabilities		79.96	
1656	INTERNAL REVENUE SERVICE	12/07/2023	Bank Draft	0.00	517.50	DFT0000610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002866	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/07/2023	Federal Tax	0.00	517.50	
	401-000-9001		Payroll Liabilities		82.30	
	401-000-9001		Payroll Liabilities		351.90	
	401-000-9001		Payroll Liabilities		83.30	
233	PUBLIC EMPLOYEES RETIREMENT	12/12/2023	Bank Draft	0.00	336.75	DFT0000612
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0002890	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	12/12/2023	PERA Retirement	0.00	336.75	
	401-000-9001		Payroll Liabilities		336.75	
233	PUBLIC EMPLOYEES RETIREMENT	12/12/2023	Bank Draft	0.00	-1,090.88	DFT0000616
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CM0000095	Account Number	Account Name	Item Description	Distribution Amount		
	Credit Memo	12/12/2023	PERA Retirement	0.00	-1,090.88	
	401-000-9001		Payroll Liabilities		-372.67	
	401-000-9001		Payroll Liabilities		-718.21	
448	NM TAXATION & REVENUE	12/19/2023	Bank Draft	0.00	-2.94	DFT0000623
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CM0000096	Account Number	Account Name	Item Description	Distribution Amount		
	Credit Memo	12/19/2023	State Tax	0.00	-2.94	
	401-000-9001		Payroll Liabilities		-2.94	
1656	INTERNAL REVENUE SERVICE	12/19/2023	Bank Draft	0.00	-114.76	DFT0000624

Check Report

Date Range: 12/07/2023 - 12/20/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000097	Credit Memo	12/19/2023	Federal Tax	0.00	-114.76	
	401-000-9001		Payroll Liabilities		-93.00	
	401-000-9001		Payroll Liabilities		-21.76	
448	NM TAXATION & REVENUE	12/19/2023	Bank Draft	0.00	2.94	DFT0000625
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002934	Invoice	12/19/2023	State Tax	0.00	2.94	
	401-000-9001		Payroll Liabilities		2.94	
1656	INTERNAL REVENUE SERVICE	12/19/2023	Bank Draft	0.00	114.76	DFT0000626
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0002935	Invoice	12/19/2023	Federal Tax	0.00	114.76	
	401-000-9001		Payroll Liabilities		21.76	
	401-000-9001		Payroll Liabilities		93.00	

Bank Code Main Checking Summary

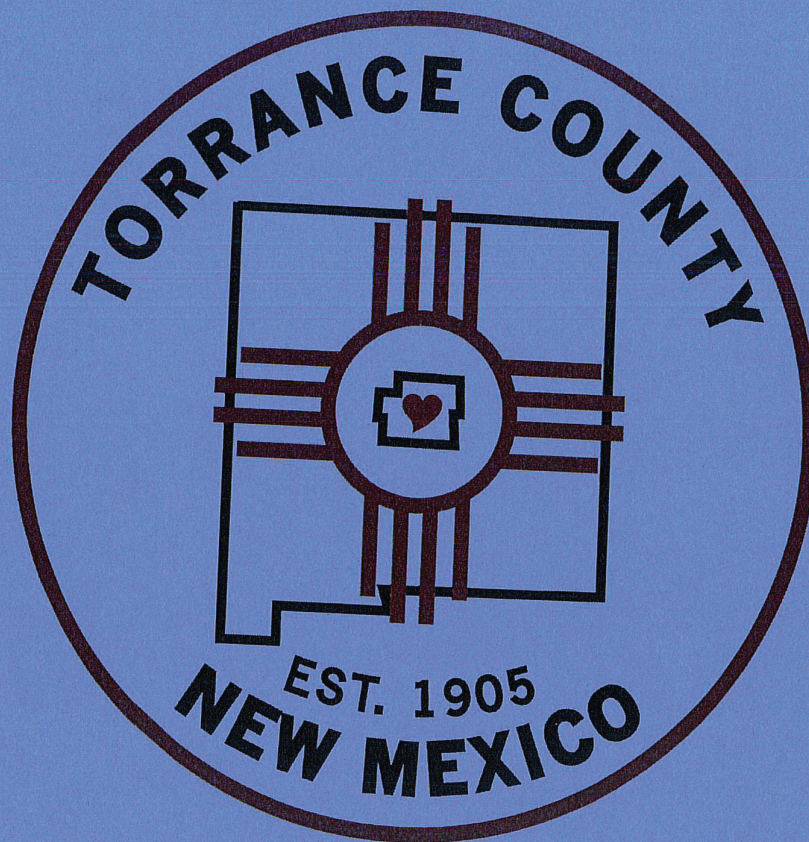
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	217	176	0.00	378,211.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-82,200.66
Bank Drafts	13	13	0.00	116,747.98
EFT's	14	8	0.00	2,229,475.87
	244	203	0.00	2,642,235.16

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	217	176	0.00	378,211.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	-82,200.66
Bank Drafts	13	13	0.00	116,747.98
EFT's	14	8	0.00	2,229,475.87
	244	203	0.00	2,642,235.16

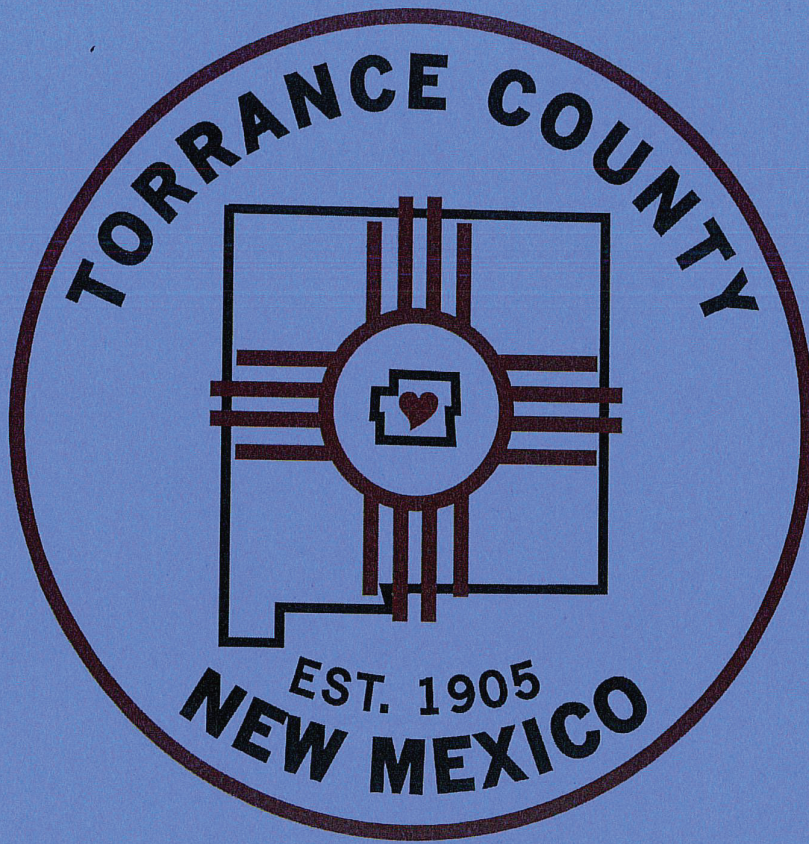
Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2023	2,642,235.16
			2,642,235.16



Agenda Item

No. 10



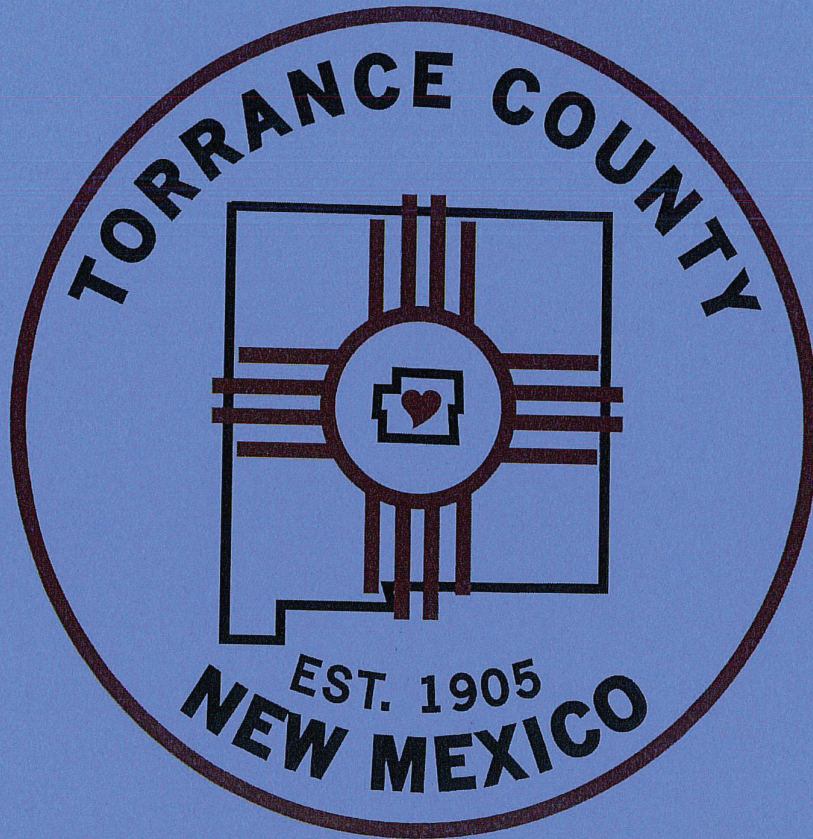
Agenda Item

No. 11



Agenda Item

No. 12



Agenda Item
No. 12-A



Torrance County

Planning & Zoning

PO Box 48

205 9th Street

Estancia, NM 87016

(505) 246-4759 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

2024 Planning & Zoning Board Meeting Schedule

Pursuant to NMSA Chapter 10, Article 15, OPEN MEETINGS, Torrance County announces meeting dates as follows for the year 2024

<u>Application Submission Deadline</u>		<u>Meeting Date</u>
December 7, 2023	for	January 3, 2024
January 4, 2024	for	February 7, 2024
February 8, 2024	for	March 6, 2024
March 7, 2024	for	April 3, 2024
April 4, 2024	for	May 1, 2024
May 2, 2024	for	June 5, 2024
June 6, 2024	for	July 3, 2024
July 8, 2024	for	August 7, 2024
August 8, 2024	for	September 4, 2024
September 5, 2024	for	October 2, 2024
October 3, 2024	for	November 6, 2024
November 7, 2024	for	December 4, 2024
December 5, 2024	for	January 2, 2025

Complete applications must be received by **submission deadline** according to schedule above in order to be placed on the agenda for subsequent meeting.

Please Note: If there are not enough action items on the agenda, the meeting may be cancelled.

2024 CALENDAR

JANUARY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2024						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 2024						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jan 01: New Year's Day

Jan 15: Martin Luther King Day

Feb 19: Presidents Day

May 27: Memorial Day

Jul 04: Independence Day

Sep 02: Labor Day

Oct 14: Columbus Day

Nov 11: Veterans' Day

Nov 28: Thanksgiving

Dec 25: Christmas Day

promises, and the future generations were counting on these promises. If not, the water issues will continue to become more paramount. **Chairman Frost** pointed out how much water you can gather with a catchment system. Giving an example or two. **Mr. Sanchez** asked **Mr. Clark** how he guarantees the quality of his water. **Mr. Clark** responded he had not settled on a system yet, but it was a filtered system. **Mr. Sanches** pointed out that if somebody was to get sick you would be liable. **Mr. Clark** responded that was why he had business insurance. There was a risk in everything they do. That was a part of being a businessman. **Mrs. Estrada** pointed out that everybody in Mexico has small catchment systems and they do not get sick. **Mrs. Johnston** stated that the local water building near her uses a water catchment system and it works beautifully. But for her it was only a promise. **Vice Chairman DuCharme** sees no water impact on the neighbors from this business.

Roll Call: **Mrs. Johnston: Aye, Mrs. Estrada: Aye, Mr. Sanchez: Aye,**
Vice Chairman DuCharme: Aye, Chairman Frost: Aye. Motion carried.

Regular meeting in session 11:05am

Mrs. Estrada motioned to return to regular business. **Vice Chairman DuCharme** seconded

Roll Call: **Vice Chairman DuCharme: Aye: Mr. Sanchez: Aye, Mrs. Estrada: Aye,**
Mrs. Johnston: Aye, Chairman Frost: Aye. Motion carried.

3. 2024 P&Z Meeting Schedule

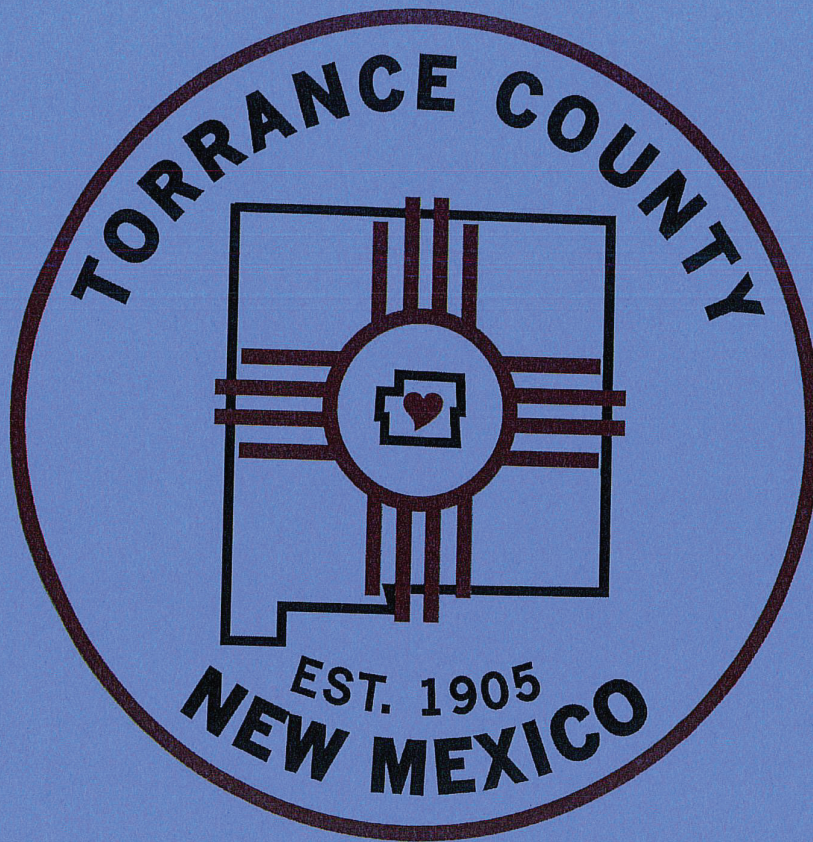
Action: Recommendation to County Commission
Agent: Don Goen- Planning & Zoning Director

Director Goen presented the 2024 Planning and Zoning meeting schedule for recommendation and sent to the County Commissioners for approval. Meetings are the first Wednesday of the month and the deadline for submittal the first Thursday of the month with the following exceptions. The cut off for submittal will be July 8th for the August meeting due to the fourth of July. The January 2025 meeting will be January 2 due to January 1st being the first Wednesday and a holiday.

Vice Chairman DuCharme motioned to approve the 2024 Planning and Zoning Meeting schedule. **Mrs. Johnston** seconded

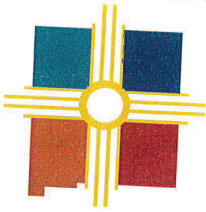
Discussion: None

Roll Call: **Vice Chairman DuCharme: Aye: Mrs. Johnston: Aye, Mr. Sanchez: Aye,**
Mrs. Estrada: Aye, Chairman Frost: Aye. Motion carried.



Agenda Item

No. 12-B



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: October 26, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division

From: Amber Montoya, Staff Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and County of Torrance.

DS

DS

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

1. TSD Program Manager John Vargas, Phone # 505-231-6784, will oversee the project(s).
2. The Consolidated Agreement provides funding to Torrance County Sheriff's Department to conduct the following project(s) and activities as shown below.
 - ENDWI - \$6,028.00 (Fed 164)
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
 - BKLUP - \$2,816.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP - \$4,400.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2024.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

General Office

P. O. Box 1149

Santa Fe, NM 87504



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

October 26, 2023

Ms. Stephanie Dunlap
Torrance County Sheriff's Department
205 Ninth Street
Estancia, NM 87016

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2024 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
04-AL-64-103	BIL 164 Transfer Funds	20.608	69A37523300001640NMA	11/30/2022	\$6,028.00
04-OP-RF-103	State Road Fund				\$2,816.00
04-PT-RF-103	State Road Fund				\$4,400.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

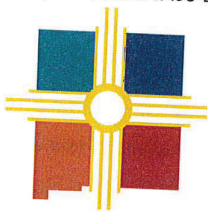
Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

- ENDWI Small Agency (Populations below 50,000) - 1 DWI in 36 hours
- BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
- STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,
DocuSigned by:

E291EAE03FAF441...

Jeff Barela, Director
Traffic Safety Division

Enclosure

CONTRACT NUMBER: _____
UNIQUE ENTITY IDENTIFIER: Q8N2MFFYFMC4
SUPPLIER: 0000054405

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and County of Torrance (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 04-AL-64-103, \$6,028.00;
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 04-OP-RF-103, \$2,816.00;
 - c. Selective Traffic Enforcement Program (**STEP**), Project No. 04-PT-RF-103, \$4,400.00;
 - d. Total Funding awarded per this Agreement \$13,244.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Torrance County Sheriff's Department
Attn: Ms. Stephanie Dunlap
205 Ninth Street
Estancia, NM 87016

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 11:59 p.m. on September 30, 2024, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____


COUNTY OF TORRANCE

By: _____

Date: _____

Title: _____ Janice Y. Barela

Approved as to form and legal sufficiency.

By:  _____
Assistant General Counsel
Department of Transportation

Date: 11/6/2023

Approved as to form and legal sufficiency.

By:  _____
Counsel for County of Torrance

Date: 11/6/2023

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 04-AL-64-103

1. **Scope of Work.** The Grantee shall conduct and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany and DDEPs with public information, media and educational activities. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
 - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
 - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
 - "Winter Superblitz Period"** means November 17, 2023 to January 1, 2024.
 - "St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2024.
 - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2024.
 - "National Occupant Protection Mobilization Click It Or Ticket Period"** means May 20 to June 2, 2024.
 - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2024.
 - "National DWI Mobilization Period"** means August 16 to September 2, 2024.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, , municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$6,028.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$6,028.00

7. **Goals.** Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 04-OP-RF-103

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.
 - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.
 - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
 - "Winter Superblitz Period"** means November 17, 2023 to January 1, 2024.
 - "St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2024.
 - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2024.
 - "National Occupant Protection Mobilization Click It Or Ticket Period"** means May 20 to June 2, 2024.
 - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2024.
 - "National DWI Mobilization Period"** means August 16 to September 2, 2024.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - c. assistance at child safety seat clinics or car seat fitting stations.
 - d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, , municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,816.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,816.00

7. **Goals.**

- a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's

- comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.
- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD** Project Number: 04-PT-RF-103

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPs through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2024 through September 21, 2024.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.**

The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
 - b. training for officers as approved by the Department. Pay for travel and traffic safety related training
 - c. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, , municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$4,400.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$4,400.00

7. **Goals.**

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The

- State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.
 - d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
 - e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
 - f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.
 - g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
 - h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
 - i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
 - j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: NEW MEXICO

Fiscal Year: 2024

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;

1. Any available drug counseling, rehabilitation, and employee assistance programs;
2. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

1. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
3. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
4. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

1. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
2. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
3. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
5. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States) GENERAL

REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under [23 U.S.C. 402](#) is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. ([23 U.S.C. 402\(b\)\(1\)\(A\)](#))
3. At least 40 percent of all Federal funds apportioned to this State under [23 U.S.C. 402](#) for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs ([23 U.S.C. 402\(b\)\(1\)\(C\)](#)) or 95 percent by and on behalf of Indian tribes ([23 U.S.C. 402\(h\)\(2\)](#)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. ([23 U.S.C. 402\(b\)\(1\)\(D\)](#))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. ([23 U.S.C. 402\(b\)\(1\)\(E\)](#))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

[Click here to validate form fields and permit signature](#)

DocuSigned by:
Ricky Serna
5910E8A6255842F...

7/31/2023

Signature Governor's Representative for Highway Safety

Date

Ricky Serna

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:	COUNTY OF TORRANCE				
Contract term:	(– 09/30/2024)				
Supplier Number:	0000054405		Address ID:		
Grantee Contact Info					
Project Director and Title:		Ms. Stephanie Dunlap			
Phone:	575-894-1204		E-mail:	sdunlap@tcnm.us	
Agency Name:		Torrance County Sheriff's Department			
Address:		205 Ninth Street			
City, State ZIP:		Estancia, NM 87016			
TSD Contact Info					
Program Manager:		John Vargas		Phone:	505-231-6784
TSD Finance:		Avalon Gabaldon		Phone:	505-660-8103
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	04-AL-64-103	\$6,028.00	10010	5000000000	
BKLUP	04-OP-RF-103	\$2,816.00	20100	5100000000	
STEP	04-PT-RF-103	\$4,400.00	20100	5100000000	
Total		\$13,244.00			
PO Entered by TSD Finance:					Date:
PO Approved by Contracts:					Date:
Comments					

Certificate Of Completion

Envelope Id: EB531A98DE6C43E484E225EF3C7F2580
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 Source Envelope:
 Document Pages: 32
 Certificate Pages: 6
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
 John Vargas
 1120 Cerrillos Rd.
 Santa Fe, NM 87505
 John.Vargas2@dot.nm.gov
 IP Address: 164.64.74.20

Record Tracking

Status: Original
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 Storage Appliance Status: Connected
 Holder: John Vargas
 John.Vargas2@dot.nm.gov
 Pool: StateLocal
 Pool: Department of Transportation

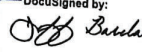
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Location: DocuSign

Signer Events

Jeff Barela
 Jeff.Barela2@dot.nm.gov
 Director
 NMDOT
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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 Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amber Montoya
 Amber.Montoya1@dot.nm.gov
 Security Level: Email, Account Authentication (None)

DS


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John P Newell
 johnp.newell@dot.nm.gov
 Assistant General Counsel
 State of New Mexico, Dept of Information Technology
 Security Level: Email, Account Authentication (None)

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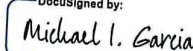
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Electronic Record and Signature Disclosure:

Accepted: 3/24/2022 10:26:55 AM
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Michael I. Garcia
 michael@nmigl.com
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

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ID: e4bb4408-c109-448c-986d-54c7706ff719

Janice Y. Barela

jbarela@tcnm.us

Janice Y. Barela

Torrance County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Ricky Serna

Ricky.Serna@dot.nm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rocio Dominguez

Rocio.Dominguez@dot.nm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2

Stephanie Lopez-Porras

Stephanie.Lopez-Por3@dot.nm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rocio Dominguez

Rocio.Dominguez@dot.nm.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2022 2:57:43 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events		Status	Timestamps
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Envelope Updated		Security Checked	11/17/2023 1:08:36 PM
Payment Events		Status	Timestamps
Electronic Record and Signature Disclosure			

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

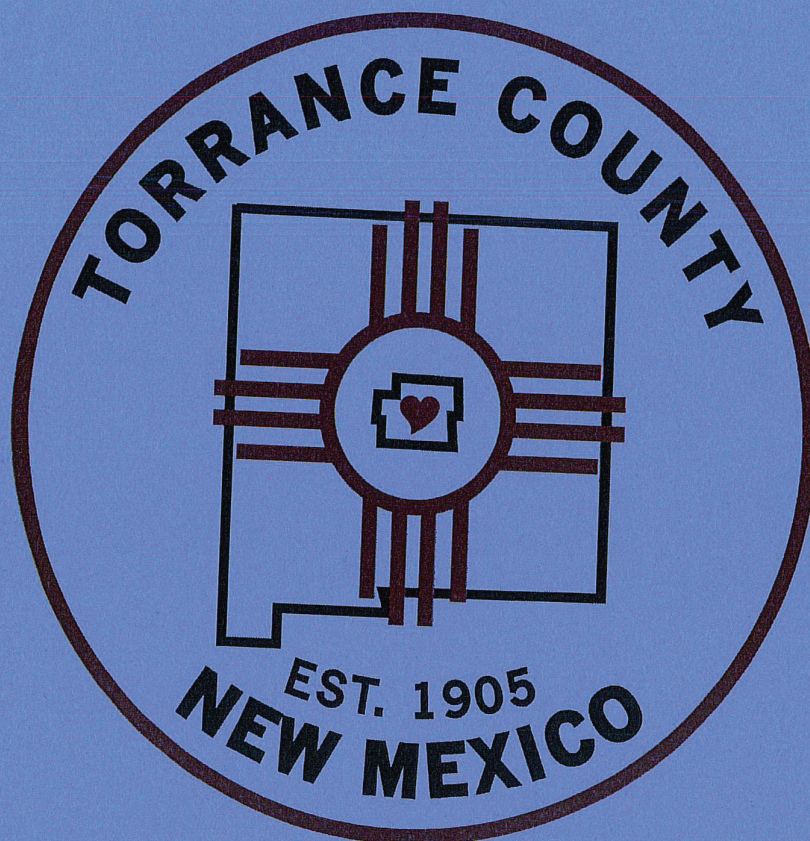
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



Agenda Item

No. 12-C



Torrance County



Grant Review and Approval Form

Department : ~~DWI Program~~ *Emergency Management*

Project Manager: Tracey Master

Committee Review Date: 10/26/23

Type of Grant: *TBD*

Name of Grant: Hazard Mitigation Plan	Due Date: Approval for Award
Grantor: NM DOT Traffic Safety Division	Grant Term: 18 Months for Completion
Amount of Funding: \$89,995.00 <i>\$84,975.08</i>	Matching: \$8995.00

Reporting Requirements:

Quarterly progress and expenditure reports. How are these submitted? *RFP must be approved*

Disbursement or reimbursement? *unsure of how to submit*

RFP needed usually email with provided documents

Description of Grant:

\$84,975.08 awarded for the completion of a Hazard Mitigation Plan. \$4,445 additional for included entities. County. \$8,995.00 from Torrance County. Majority of funding, \$74,040.00 is to be used for Contractual Services to pay for plan development.

Purpose of Grant:

Hazard Mitigation plan is one of the basic documents that a local entity should have in place to address emergencies in their jurisdiction. The plan is required for eligibility for a number of other grants, for both the county and entities in our jurisdiction.

Committee Determination:	CONCERNS/CONDITIONS/ACTION ITEMS:
<input checked="" type="checkbox"/> Approve <input type="checkbox"/> Do Not Approve <input type="checkbox"/> Approve with Conditions	Is this enough for a complete and adequate HMP? <i>waiting on subgrant agreement</i> <i>will give us final term dates</i>

is this in budget & what line item

Absent

Janice Y. Barela - County Manager

[Signature]
Misty Witt - Finance Director

Attended via Phone

Tracy Sedillo - Deputy County Manager

Absent

Joanna Romero - Assistant Finance Director

[Signature]
Requesting Department Representative

[Signature]
Tom Lowery - Chief Procurement Officer

[Signature]
Amanda Lujan - Grants Administrator

Absent
Treasurer or Representative



State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-recipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management. By signing this obligating award document, the sub-recipient certifies it has read, understood, and accepted these documents as binding.

SUB-RECIPIENT GRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT NO:		FEMA-4529-DR-0003-HMP_NM Torrance County	
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME: Samantha O'Dell			
OFFICIAL SIGNATURE: <i>Samantha O'Dell</i>		DATE: 12/11/2023	
CONTACT NUMBER: 505-277-4981		E-MAIL ADDRESS: sodell@tcnm.us	
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME: Misty Witt			
OFFICIAL SIGNATURE: <i>Misty Witt</i>		Date: 12/11/2023	
CONTACT NUMBER: 505-544-4730		E-MAIL ADDRESS: mwitt@tcnm.us	
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME: Janice Y. Barela			
OFFICIAL SIGNATURE: <i>Janice Y. Barela</i>		DATE: 12.13.2023	
CONTACT NUMBER: 505-544-4703		E-MAIL ADDRESS: jbarela@tcnm.us	
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME: Jeremy Klass			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME: Valli Wasp			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Print one original agreement, sign and email to: DHSEM.MITIGATION@DHSEM.nm.gov



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**
 P.O. Box 27111
 Santa Fe, NM 87502
SUB-RECIPIENT GRANT AGREEMENT
HAZARD MITIGATION ASSISTANCE GRANTS
 CFDA 97-039: DR-4529-0003-NM-Torrance County HMP

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. PROJECT NAME	
DR-4529-0003-NM		Torrance County		Torrance County HMP Update	
4. STATE DFA VENDOR NUMBER		5. EIN NUMBER		6. SAM UEI NUMBER	
85-6000242		0000054397		Q8n2mffyfm4	
				5EJD7	
8. SUB-RECIPIENT PHYSICAL ADDRESS				9. SUB-RECIPIENT REMIT ADDRESS	
205 S. 9 th St and Allen, Estancia, Torrance County, NM 87016				P.O. Box 48 Estancia, Torrance County, NM 87016	
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:			
Joe S. Mendez				(575) 449-5866	
		CONTACT EMAIL ADDRESS:		DHSEM.Mitigation@DHSEM.NM.gov.NM.gov cc:joe.mendez@dhsem.nm.gov	
12a. PERFORMANCE PERIOD START DATE		October 5, 2023		12b. PERFORMANCE PERIOD END DATE	
				February 1, 2026	
13. TOTAL AWARD AMOUNT:		\$ 93,970.08			
13a. FEDERAL SHARE		13b. LOCAL SHARE.01		13c. STATE SHARE	
\$ 84,975.00		\$ 8,995.00		\$ 0	
14a. NAME OF PROJECT AWARD		14b. FEDERAL SHARE		14c. NON-FEDERAL SHARE	
1	Contractual	\$ 74,040.00		\$	
2	Subrecipient Management Cost	\$ 4,445.00		\$	
3	Personnel	\$		\$ 8,995.00	
4	Travel	\$ 4,192.00		\$	
5	Supplies	\$ 1,758.00		\$	
6	Other	\$ 540.00		\$	
TOTAL AMOUNT OF PROJECT		\$ 84,975.00		\$ 8,995.00	

WHEREAS The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

WHEREAS funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, Torrance County.

NOW, THEREFORE, it is mutually understood and agreed between the recipient NMDHSEM, and Torrance County: New Mexico, hereinafter referred to as "sub-recipient," as follows:

ARTICLE 1: REQUIREMENTS AND ASSURANCES

- A. The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.
- B. The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C. The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.
- D. The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E. The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.
- F. The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.

- G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.
- H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than \$25,000 or fewer than 50 employees.
- J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:
1. 2 C.F.R. § 200: Code of Federal Regulations
 2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
 3. FEMA Hazard Mitigation Assistance Program and Policy Guide
 4. New Mexico State Procurement Code
New Mexico Administrative Code Title 2 – Public Finance <https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/>

ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

- A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.
- B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-

federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

- C. **Contracts:** All requests for proposals/bids, sole-source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.
- D. **Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.
- E. **Non-reimbursable Expenses:**
- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
 - Training and related travel costs not pre-approved by DHSEM.
 - Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
 - Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
 - Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
 - Weapons and ammunition.
 - Entertainment and sporting events
 - Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
 - Travel insurance, visa, and passport charges.
 - Lodging costs in excess of State per diem, as appropriate.
 - Lunch when travel is wholly within a single day.
 - Standalone working meals.
 - Bar charges, alcoholic beverages.
 - Finance, late fees, or interest charges.
 - Lobbying, political contributions, and legislative liaison activities.
 - Organized fundraising, including salaries of persons while engaged in these activities.
 - Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- F. **Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

G. Delays and Denial of Payment. Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The POP has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.

ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS

A. Quarterly Reports. In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to DHSEM.mitigation@dhsem.nm.gov.

B. Additional Reporting Requirements. The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

C. **Enforcement.** The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

D. **Financial Procedures.** The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

E. **Authorizing Statute.** This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.

All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

F. **Additional Terms and Conditions.** The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.

- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

ARTICLE 4: SCOPE OF WORK

- A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762). The Torrance County has been awarded funds to update the Torrance County Multi-Jurisdictional Hazard Mitigation Plan. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **October 5, 2023**. The Sub Recipient shall match the Federal Award Amount of **\$80,530.08**, with a local jurisdictional amount of **\$8,995.00**. An additional **\$4,445.00** is awarded in 100% federal subrecipient management cost for which no match required, for a total project cost of **\$93,970.08**. All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **October 5, 2023, to February 1, 2026**. The Torrance County shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by the Torrance County.
- B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

ARTICLE 5: PUBLICATIONS

- A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY, and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **October 5, 2023, through February 1, 2026**. Further, all personnel-related grant activity must be completed between **October 5, 2023, to February 1, 2026**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.

ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

- A. **Ineligible Activities.** The FEMA and/or NMDHSEM may disallow costs and recover funds based on the

results of audit or review during or after performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

- B. Duplication of Benefits.** In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.
- C. Cooperation.** The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).
- D. NMDHSEM Responsibilities.** The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
- The NMDHSEM must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
 - The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General. The NMDHSEM must cooperate with any investigation conducted by the USDHS Office of Inspector General. The NMDHSEM must cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.
- E. Statute of Limitations.** The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

- a. **Initiation of an Administrative Action to Recover Payment.** The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3rd party review or audit.
- F. **Refunds, Rebates, and Credits.** The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.
- G. **Non-Compliant Sub-recipients.** As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):
 - a. Increased monitoring of projects and require additional financial and performance reports.
 - b. Disallow advance payment process.
 - c. Temporarily withhold payments pending correction of the deficiency.
 - d. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
 - e. Request FEMA to completely or partially de-obligate funding for a project.
 - f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
 - g. Withhold further awards for the grant program.
 - h. Take other programmatic or legally available remedies.

ARTICLE 8: CONSTRUCTION REQUIREMENTS

- A. The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained, and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes, and program guidance.

ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

- A. The sub-recipient must provide information to FEMA on the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.
- B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that

are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

- C. Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT

- A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.326. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.
- C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 11: SUBRECIPIENT MONITORING POLICY

- A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

- B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 12: PROCUREMENT

- A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The Applicant must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-326, and Appendix II. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.
- B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.
- C. Also, per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:
- a. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
 - b. Responses to solicitations, such as quotes, bids, or proposals;
 - c. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
 - d. Contract documents and amendments, including required contract provisions; and
 - e. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.
- D. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.
- E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 13: CONTRACTS

- A. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.
- B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.
- C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. **All contracts require pre-approval by DHSEM prior to execution.** Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

- A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.
- B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:
 - a. Placing unreasonable requirements on firms for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;
 - c. Noncompetitive pricing practices between firms or between affiliated companies;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. Organizational conflicts of interest;

- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - g. Any arbitrary action in the procurement process.
- C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**
- D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.
- E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 15: CONTRACTS

- A. Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. § 200.1, 2 C.F.R. § 200 Appendix II to Part 200.

ARTICLE 16: AUDIT REQUIREMENTS

- A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for

the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number; and the name of the pass-through agency (NMDHSEM) in all documents.

ARTICLE 17: RECORDS RETENTION

A. Records Retention.

- a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.
- b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.
- c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.
- d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

ARTICLE 18: CHANGES TO AWARD

- A. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days prior to the termination of this Sub-recipient Grant Agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.
- B. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant

Agreement Amendment is valid until fully executed.

ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

- A. For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.
- a. Unwillingness or inability to attain project goals or scope of work.
 - b. Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
 - c. Failure or inability to adhere to grant guidelines and federal compliance requirements.
 - d. Improper procedures regarding contracts and procurements.
 - e. Failure to submit reliable and/or timely reports.
 - f. Fiscal management which does not meet reasonable professional standards.
 - g. Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
 - h. Unwillingness or inability to obtain permits required by law to perform the eligible work.
 - i. Noncompliance with any and all federal, state, local and tribal grant requirements.
- B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.
- C. The NMDHSEM may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.
- D. Nothing in this section abrogates the sub-recipient's right of appeal.

ARTICLE 20: TERMINATION

- A. **For Cause:** In compliance with 2 C.F.R. § Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

- B. **For Convenience:** In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

ARTICLE 21: CLOSEOUT OF SUB-GRANT

- A. **Closeout of Projects.** Per 2 C.F.R. § 200.344, sub-recipients must submit all cost and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in de-obligation of the project. The NMDHSEM will close each sub-recipient file once it has conducted full review and approval of all supporting documents for compliance and all projects are completed and has project activity closed out.

- a. **Management Costs.** Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

The NMDHSEM commits to closeout of all grants regardless of the availability of management costs.

ARTICLE 22: SPECIAL CONDITIONS

- A. The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.
- B. If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.
- C. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.
- D. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.
- E. All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.
- F. Quarterly financial and progress reports are due on **January 30, April 30, July 30 and October 30**, within the POP. **Final reports are due 30 days** after the end of POP.

- G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.
- H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with recommendation to NMDHSEM Leadership for final approval.
- I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.
- J. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.
- K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.
- L. Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis.

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ATTACHMENT 1
USDHS Standard Terms and Conditions
(January 24, 2022)

The Fiscal Year (FY) 2022 USDHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to sub-recipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 USDHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. USDHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the USDHS financial assistance office (USDHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. USDHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by USDHS at 2 C.F.R. Part 3002.
- III. By accepting this Agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any USDHS compliance reviews or compliance investigations conducted by USDHS.
- II. Recipients must give USDHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate USDHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from USDHS or one of its awarding component agencies must complete the USDHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of USDHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the USDHS

Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to USDHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The USDHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from USDHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. USDHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the USDHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. USDHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by USDHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. USDHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- XIII. Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XIV. Ensuring the Future is Made in All of America by All of America's Workers**
Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)
- XV. False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
- XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to USDHS recipients, sub-recipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products.

and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the USDHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is USDHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by USDHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual USDHS programs.

XXV. Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

- XXVII. Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- XXVIII. Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- XXIX. Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XXX. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements.**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- XXXII. SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- XXXIII. Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- XXXIV. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons.**
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15,

the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of USDHS Seal, Logo and Flags

Recipients must obtain permission from their USDHS FAO prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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ATTACHMENT 2

Reimbursement Checklist

DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. *Please only check the categories that apply to the reimbursement you are currently requesting.*

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS (IF APPLICABLE)

- ☐ Contributions are from Non-Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to training.

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ATTACHMENT 3 Glossary and Definitions

Applicant: When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient**, **pass-through entity**, or a **sub-recipient**.

Authorized Equipment List (AEL): The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Cost Match: Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

Cost Sharing or Matching: The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

Declared fire: An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Demobilization: The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

Disaster: An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

Disaster Recovery Reform Act of 2018 (DRRA): The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

Emergency: A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

Emergency Work: Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

Expenditures: Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Emergency Management Agency (FEMA): The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

FEMA/State Agreement: A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

Governor's Authorized Representative (GAR): The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

Hazard Mitigation: Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

Hazard Mitigation (Sections 404 and 406): Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

Incident Period: The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

Improved Project: When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project. The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to

construction.

Indirect Costs: Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

Joint Field Office (JFO): A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

Large Project: An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

Management Costs: Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

Pass-through Entity: A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Period for Hazard Mitigation Assistance: The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

Recovery Officer: Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

Recovery Unit: This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

Recovery Unit Manager: Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for

emergencies or major disaster declarations.

Response & Recovery Bureau Chief: Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

Request for Approval Form: Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Small Project: An approved project estimated to cost less than the large project threshold amount.

State Coordinating Officer (SCO): The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

Sub-recipient: Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

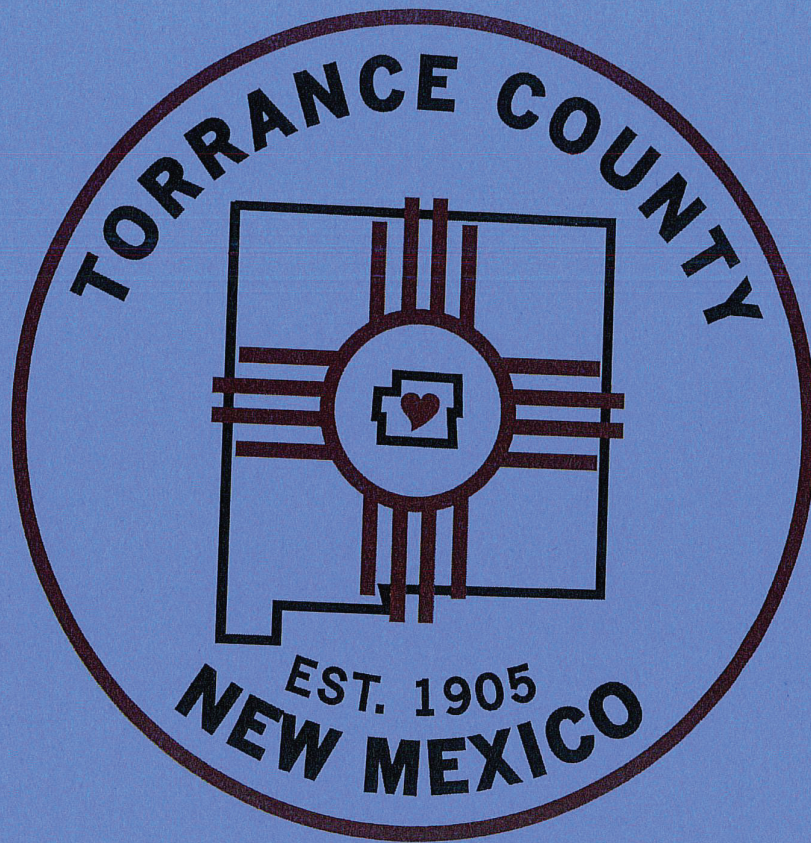
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ATTACHMENT 4 Acronyms

AEL: Authorized Equipment List
AGAR: Alternate Governor's Authorized Representative
ASB: Administrative Services Bureau of NMDHSEM
CFDA: Catalog of Federal Domestic Assistance
DAC: Direct Administrative Costs
DOT: Department of Transportation
DPS: Department of Public Safety
DRRA: Disaster Recovery Reform Act of 2018
DSO: Deputy State Coordinating Officer
DSIBD: Deputy State Infrastructure Branch Director
DSPAGS: Deputy State Public Assistance Group Supervisor
EMAC: Emergency Management Assistance Compact
EMMIE: Emergency Management Mission Integrated Environment
EMNRD: Energy, Minerals and Natural Resources Department
FEMA: Federal Emergency Management Agency
FFATA: Federal Funding Accountability and Transparency Act
FMAG - Fire Management Assistance Grant
GAR: Governor's Authorized Representative
IMAS: Intrastate Mutual Aid System
INF: Immediate Needs Funding
IOF: Initial Operating Facility
JFO: Joint Field Office
NSPO: Net Small Project Overrun
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
ONA: Other Needs Assistance
OMB: Office of Management and Budget
PA: Public Assistance
PAGS: Public Assistance Group Supervisor
PAPPG: Public Assistance Program and Policy Guide
PDA: Preliminary Damage Assessment
PDMG: Program Delivery Manager
PIO: Public Information Officer
PNP: Private Non-Profit
POP: Period of Performance
PW: Project Worksheet
R&R: Response & Recovery Bureau
REC: Record of Environmental Consideration
RO: Recovery Officer
RPA - Request for Public Assistance
SCO: State Coordinating Officer
SOW: Scope of Work
SHARE: New Mexico Statewide Human Resources, Accounting, and Management Reporting System

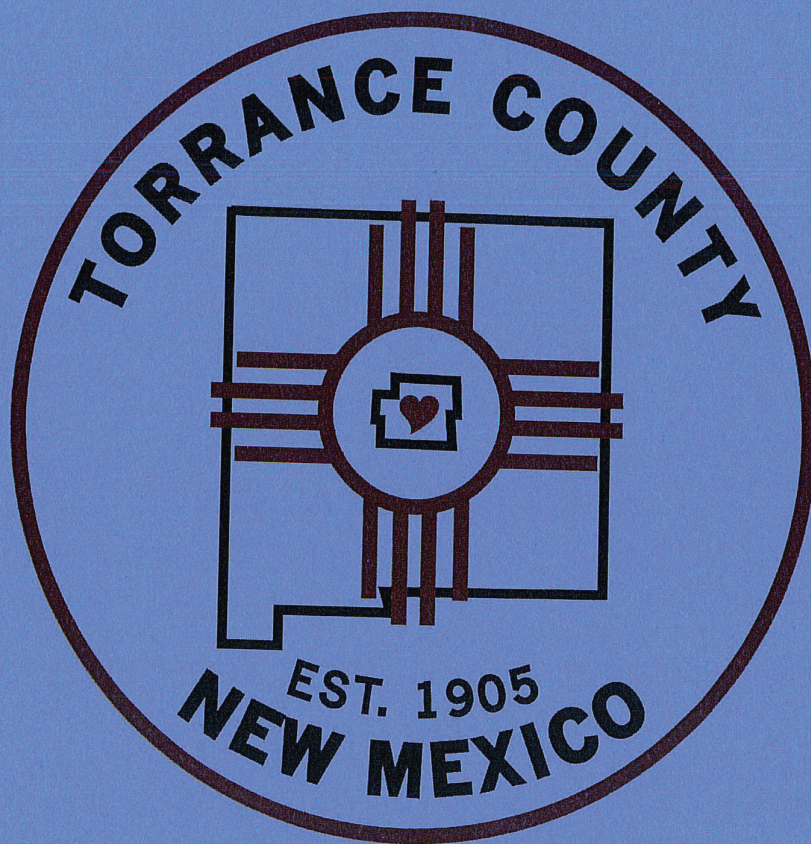
SIBD: State Infrastructure Branch Director
SPAGS: State Public Assistance Group Supervisor
SPAO: State Public Assistance Officer
USDHS: United States Department of Homeland Security
USFS: US Forest Service
VFO: Virtual Field Office

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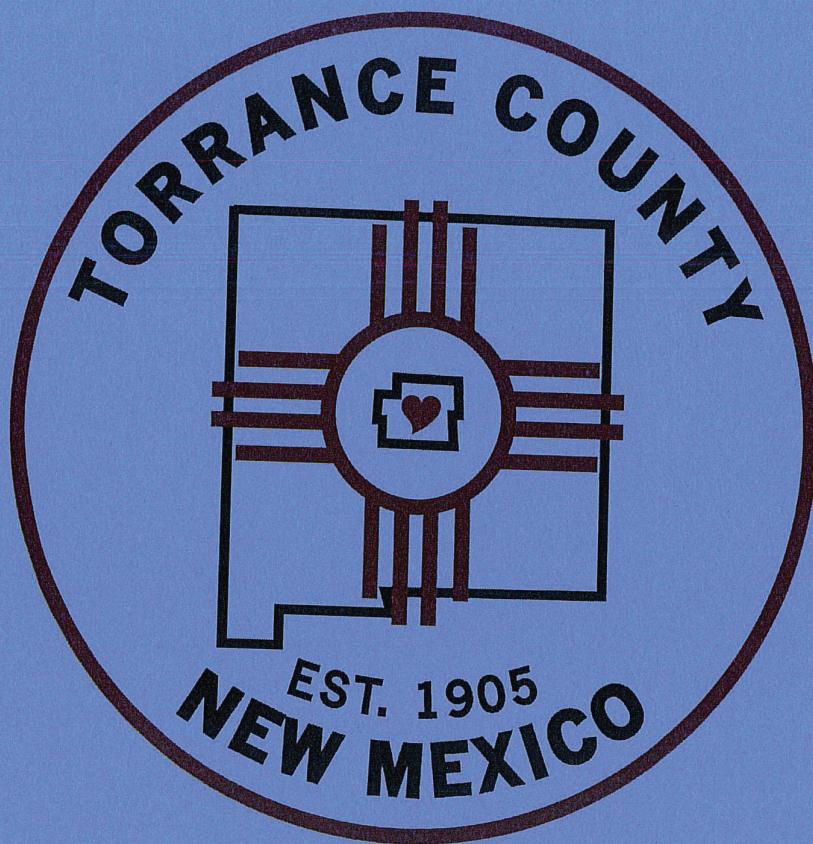
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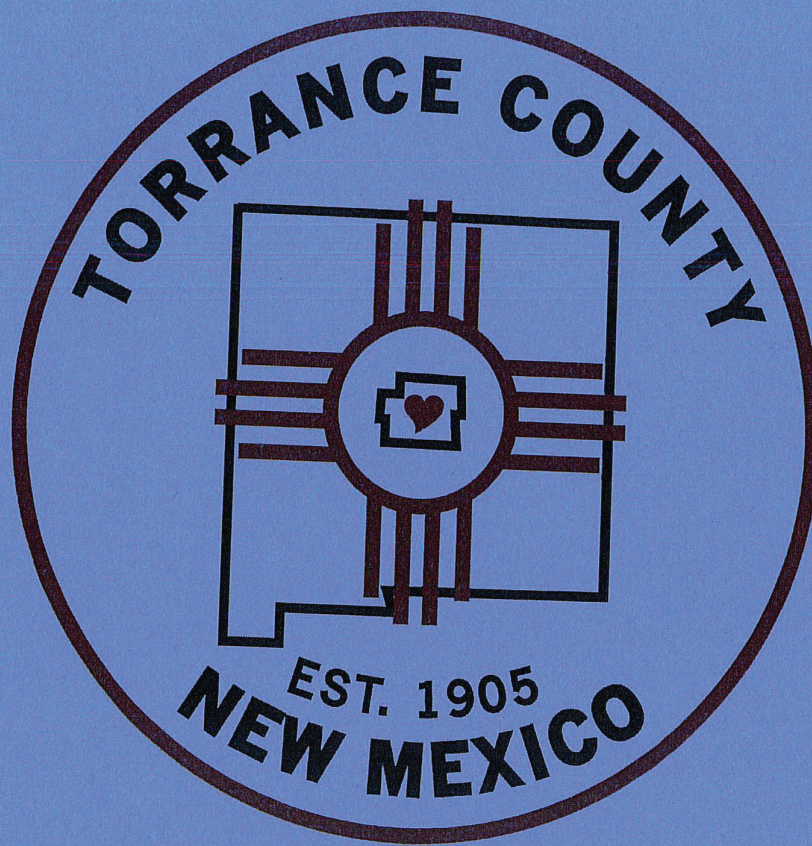
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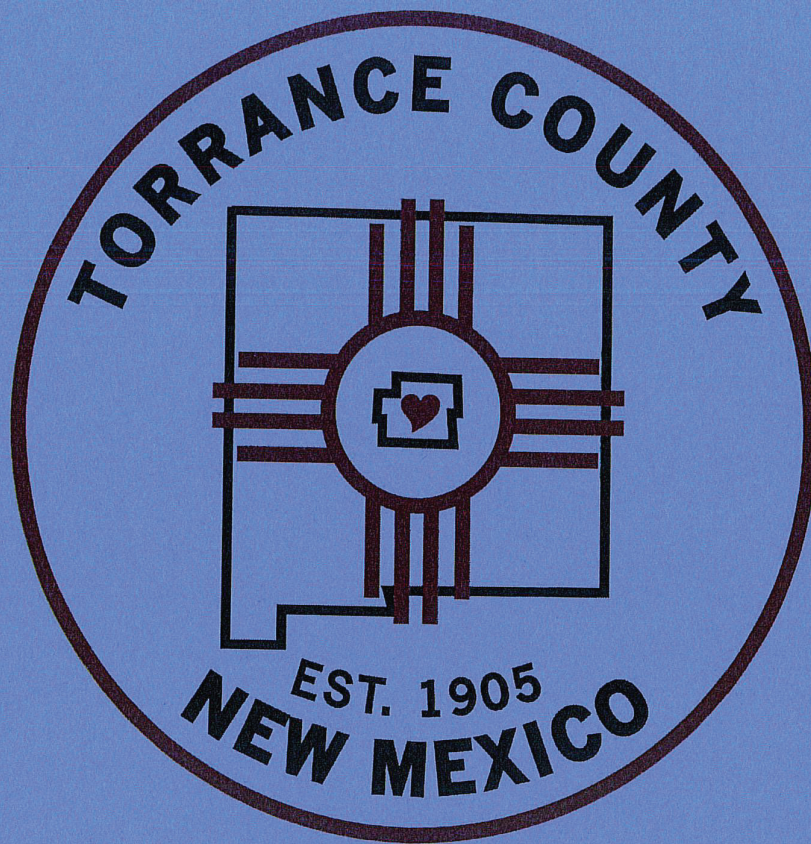
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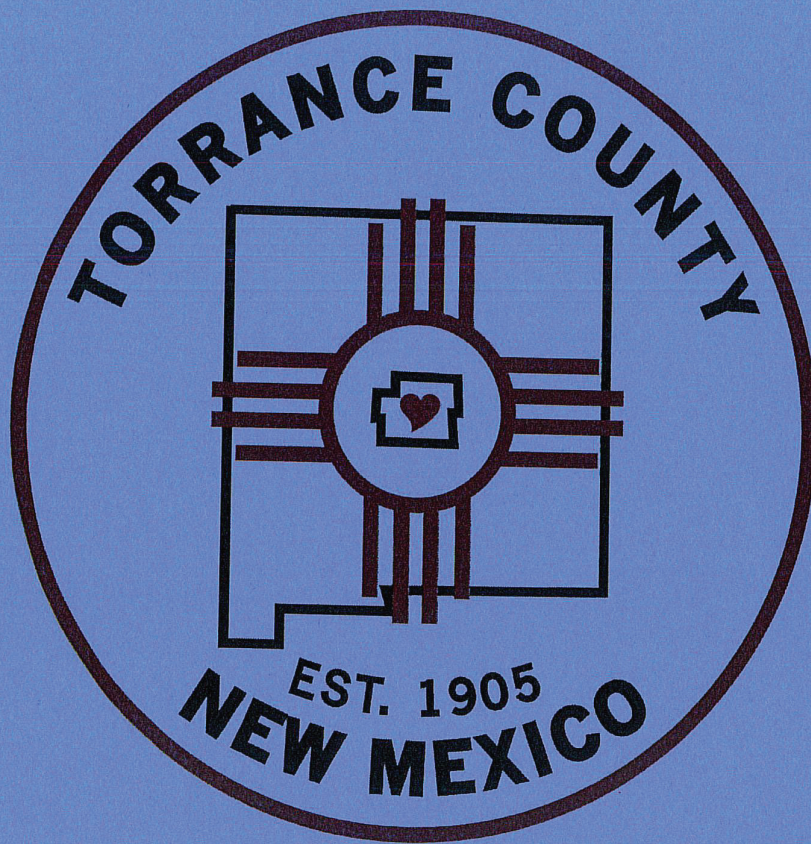
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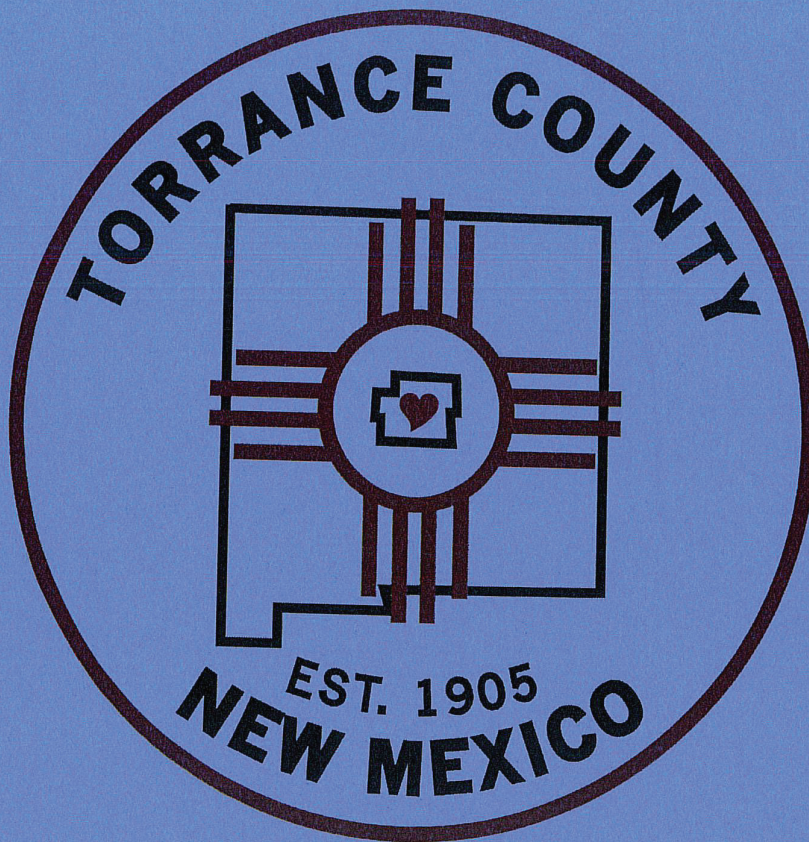
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No. 16



Agenda Item

No. 17



Agenda Item

No. 18