

TORRANCE COUNTY
COMMISSION MEETING
January 11, 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, Member, District 1
Vacant, 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, JANUARY 11, 2023 @ 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. **Election of Chair and Vice Chair**
 - A. **COMMISSION:** Election of Chair and Vice Chair for Calendar Year 2023.
5. **Open Meetings Act Resolution**
 - A. **COMMISSION:** Motion to approve Resolution 2023-1 establishing the provisions of the New Mexico Open Meetings Act, NMSA 1978 § 10-15-1 and repealing Resolution 2022-1.
6. **PROCLAMATIONS**
7. **CERTIFICATES AND AWARDS**
 - A. **ANIMAL SERVICES:** Recognition of Employee Service Year Pin: Cindi Sullivan (20)
 - B. **SHERIFF:** Recognition of Employee Service Year Pin: John Stocum (15)
 - C. **ROAD:** Recognition of Employee Service Year Pin: Jacob Medina (5)
 - D. **MANAGER:** Recognition of Employee of the 4th Quarter: .
8. **BOARD AND COMMITTEE APPOINTMENTS**

A. MANAGER: Motion to appoint County Manager Janice Barela as the Torrance County voting member on the New Mexico Counties Insurance Pool and Deputy County Manager Juan Torres as the alternate.

B. MANAGER: Motion to appoint County Manager Janice Barela as the Torrance County voting member to the New Mexico Counties Insurance Authority (NMCIA) and Deputy County Manager Juan Torres as the alternate.

9. PUBLIC COMMENT and COMMUNICATIONS (*Limit 2.5 minutes per person.*)

10. APPROVAL OF MINUTES

A. Motion to approve minutes of the October 26, 2022 Regular Meeting of the Board of County Commissioners.

B. Motion to approve minutes of the December 15, 2022 Regular Meeting of the Board of County Commissioners.

11. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve payables.

12. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

13. ADOPTION OF RESOLUTION

A. MANAGER: Motion to approve Resolution 2023-____, A Resolution Accepting the Agreement for Capital Appropriations Project to plan, design, construct, furnish and equip improvements to the county fairgrounds in Estancia in Torrance County (22-G3049).

B. DWI: Approval of documents for FY2024 Local DWI Grant Application.

- 1) Resolution
- 2) Memorandum of Agreement
- 3) Statement of Assurances

14. APPROVALS

A. SHERIFF: Request approval to restructure the two Court and Community Services positions to certified Patrol Deputy positions.

B. FINANCE: Request approval of a prior year invoices from Tyler Technologies, Inc. for conversion of financial software of \$14,603.69.

C. EMERGENCY MANAGEMENT: Approval of Memorandum of Agreement with Community Emergency Response Team (CERT).

D. EMERGENCY MANAGEMENT: Approval to agree to Extenuating Circumstances letter from Department of Homeland Security Emergency Management (DHSEM).

E. GRANTS: Approval of Estancia Valley Youth & Family Council By-laws.

F. GRANTS: Discussion with possible action: Presentation with Kendall Chavez, Food & Hunger Coordinator from the Office of the Governor, about the New Mexico Food Security Grant, with consideration of possible increase in local funding.

G. MANAGER: Discussion and possible approval of updated programming for the new Torrance County Administrative Building.

H. MANAGER: Discussion and possible approval of restructuring of organizational chart moving the Grants Department under the Finance Director and reclassifying the Grants Manager position to Grants Administrator position.

15. DISCUSSION

A. MANAGER'S REPORT

1) Invitation to Bid (ITB) for road shop construction published on January 4, 2023.

B. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

16. EXECUTIVE SESSION:

A. COMMISSION: Discuss limited personnel matters closed pursuant to NMSA Section 10-15-1(H)(2), specifically, a possible appointment of the Torrance County Clerk position, including review of letters of interest and possible interview of candidates.

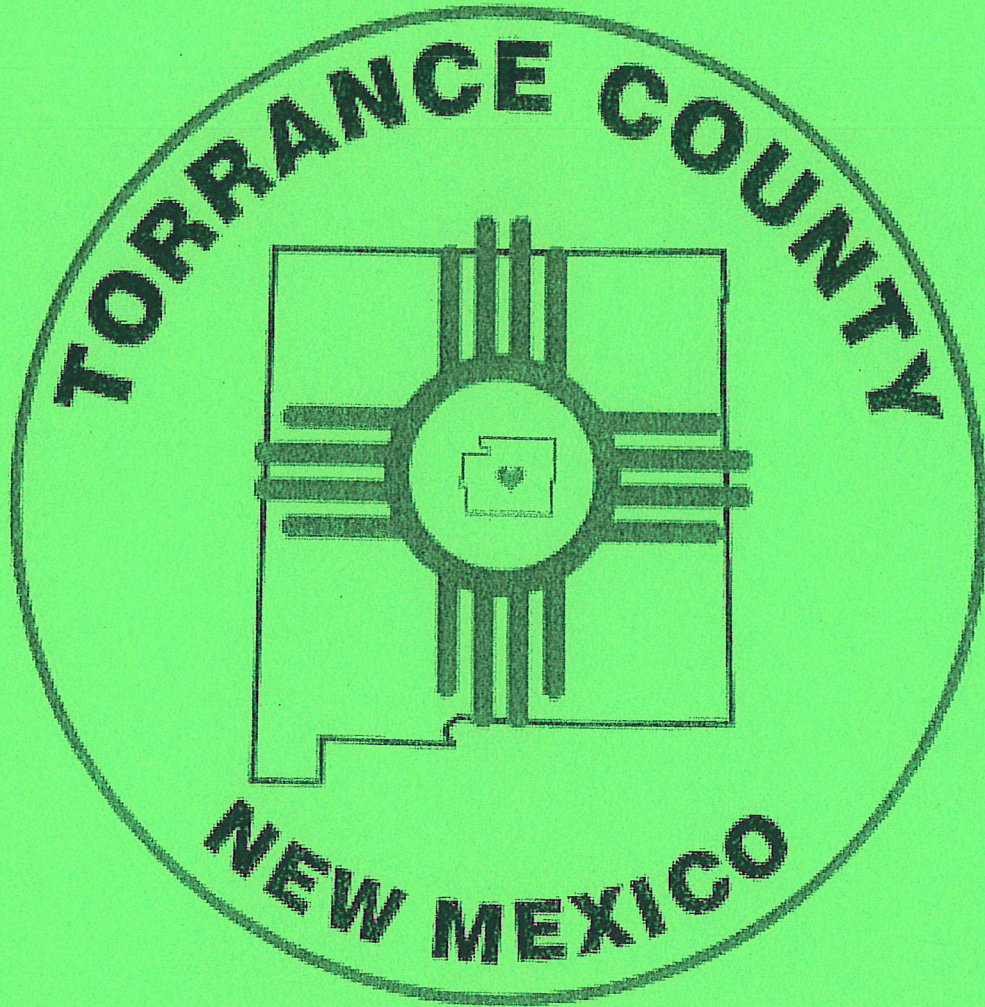
17. DISCUSSION/APPROVAL:

A. COMMISSION: Discussion and possible appointment of Torrance County Clerk.

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

19. SIGNING OF OFFICIAL DOCUMENTS

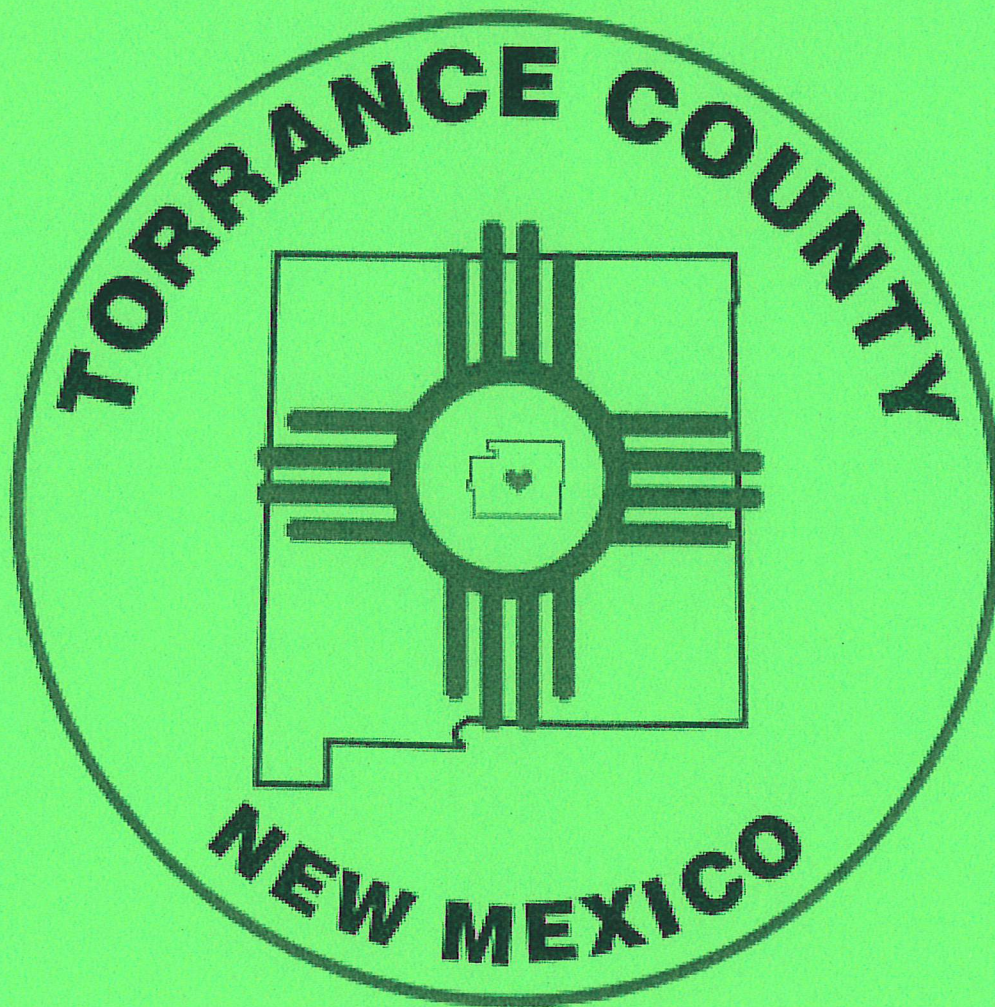
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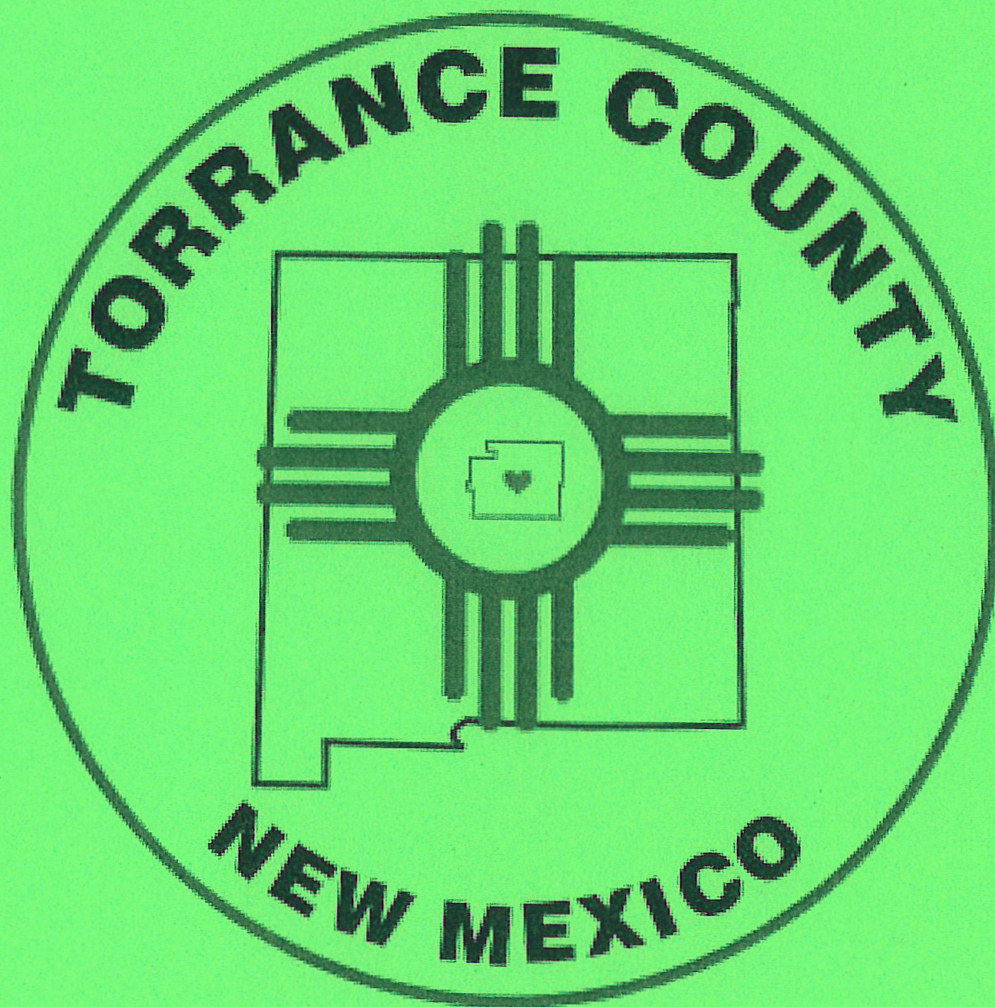
Agenda Item
No. 1



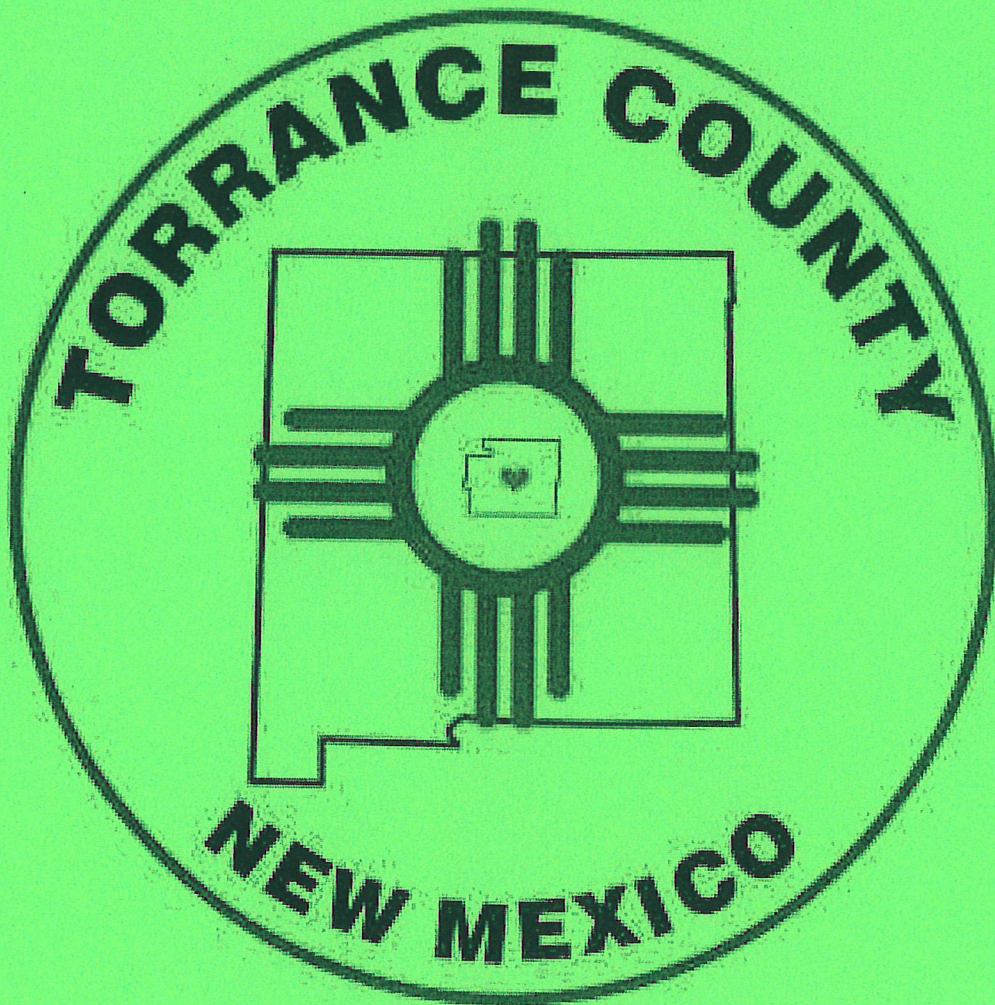
Agenda Item
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Agenda Item
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Agenda Item
No. 4-A



Agenda Item
No. 5-A

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R2023-1**

OPEN MEETINGS ACT ADMINISTRATIVE RESOLUTION

WHEREAS, the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4, NMSA, 1978, as amended provides that affected bodies... “shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body” and “shall keep written minutes of all its meetings,” except as otherwise provided in Section 10-15-1 (H).

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, the governing body of the County of Torrance, New Mexico, pursuant to the provisions of the New Mexico Open Meetings Act, that:

1. Reasonable notice was given to the public of the meeting of the County Commissioners of the County of Torrance, New Mexico, held this 11th day of January 2023

2. Reasonable notice to the public of any meetings of the Board of County Commissioners of Torrance County, New Mexico shall consist of notice to newspapers of general circulation and FCC licensed broadcast media, that have made written request for such notice, according to the notice periods set forth hereafter, including but not limited to:

A. Any regular meetings:

- 1) public announcement at any previous meeting of the date, time and place it is to be held, and
- 2) giving notice of the date, time and place thereof either by telephone, or in person, or by written notice to the City Desk of at least one (1) daily

1 newspaper having circulation in Torrance County, New Mexico, not less
2 than three (3) days before the meeting is to commence, or

3 3) giving notice of the date, time and place thereof either by telephone, or in
4 person, or by letter at least three (3) days in advance of the meeting to a
5 representative of any radio or television station which regularly broadcasts
6 news within Torrance County, New Mexico, or

7 4) giving notice of the date, time and place of the meeting in a daily
8 newspaper having a general circulation in Torrance County, New Mexico,
9 not less than three (3) days in advance of the time the meeting is to
10 commence, or

11 5) during business hours having available for inspection by members of the
12 public at least three (3) days in advance of the meeting, a copy of the
13 notice including date, time, location and agenda at the Administrative
14 Offices of Torrance County located at 205 S. 9th Street, Estancia, New
15 Mexico, or

16 6) providing a list of regular meetings to be published in the weekly calendar
17 of a daily newspaper having a general circulation in Torrance County,
18 New Mexico, or

19 7) posting a list of all regular meetings to be held in the calendar year,
20 including date, time and place of the meetings, on the County's
21 website.

22 B. Any special meetings:

- 1) publishing notice of the date, time and place in a daily newspaper having a general circulation in Torrance County, New Mexico, not less than 72 hours in advance of the time the meeting is to commence, or
- 2) giving notice in person, by telephone or by written notice to the City Desk of at least one (1) daily newspaper having general circulation in Torrance County, New Mexico at least 72 hours before the commencement of the meeting, or
- 3) giving notice of the date, time and place thereof either by telephone, or in person, or by hand delivered letter at least 72 hours in advance of the meeting to an employee of any radio or television station which regularly broadcasts news within Torrance County, New Mexico.

C. Any emergency meetings:

- 1) An emergency meeting is a meeting called by any member of the Board of County Commissioners or the County Manager, orally or in writing to deal with an unforeseen circumstance that, if not addressed immediately by the Board of County Commissioners, will likely result in injury or damage to persons or property or substantial financial loss to Torrance County. The Board should avoid emergency meetings wherever possible but understands that these types of circumstances may necessarily arise.
- 2) Notice shall be as much notice as is permitted by the nature of the emergency.

D. Each of the above-described notices for regular and special meetings shall include notice that a printed agenda for the meeting will be available in the Manager's Office of the Torrance County Administrative Building at least seventy-two (72) hours prior to the meeting

1 unless it is a weekend, in which case the agenda will be available by 4:30 p.m. on the Friday
2 prior to the meeting.

3 E. In addition to the information specified above, all notices shall include the
4 following language:

5 "If you are an individual with a disability who is in need of a reader, amplifier,
6 qualified sign language interpreter or any other form of auxiliary aid or service to
7 attend or participate in the hearing(s) or meeting(s), please contact the
8 Manager's Office at 544-4700 at least one week prior to the meeting or as soon as
9 possible. Public documents, including the agenda and minutes, can be provided
10 in various accessible formats. Please contact the Manager's Office at the number
11 listed above if a summary or other type of accessible format is needed."

12 F. No action shall be taken at a meeting on any items, other than a declared
13 emergency item, not appearing on the final agenda for the meeting. An emergency refers to
14 unforeseen circumstances that, if not addressed immediately by the Board, will likely result in
15 injury or damage to persons or property or substantial financial loss to Torrance County.

16 G. Closed meetings shall not be held except under the conditions provided in
17 Sec. 10-15-1 (H) N.M.S.A. 1978 Comp. as amended.

18 H. Except as provided in Sec. 10-15-1 (H) N.M.S.A. 1978 Comp. as amended, any
19 necessary final action to be taken as a result of discussions in a closed meeting shall be made by
20 vote of the Board in an open public meeting.

21 It is further determined that substantial compliance with any one or more of the foregoing
22 alternatives which may be applicable is reasonable notice, but this determination shall not be

1 construed to prevent the use of additional means or methods of making known the date, time or
2 place of holding any public meeting, or other information with reference thereto, as may be
3 directed from time to time by or under authorization of the County Manager; further, this
4 resolution shall not be construed to require notice in instances where the same is not required by
5 law.

6 The foregoing determination shall be applicable to all meetings held after January 11,
7 2023.

8 3. Minutes of the open meetings of the Board shall be a concise, but an accurate,
9 written summary statement of all subject matter discussed in addition to the following minimal
10 information:

- 11 (a) the date, time and place of the meeting,
- 12 (b) the names of staff members who address the Board and a list of those
13 Board members present,
- 14 (c) a statement of what proposals were considered; and
- 15 (d) a summary record of discussion made by the body and of how each Board
16 member voted.

17 4. A draft copy of the minutes shall be prepared within ten (10) working days of the
18 meeting. Draft copies of these minutes shall be available for public inspection and should clearly
19 indicate on the draft that they are not the official minutes and subject to approval by the Board.
20 Minutes become official when approved by the Board at a subsequent meeting.

21 5. All or any part of this resolution may be amended or modified by the Board from
22 time to time. If any provision or clause of this resolution is held invalid, such invalidity shall not

1 affect the other provisions or clauses and this and the provisions and clauses of this resolution are
2 declared to be severable.

3 **DONE THIS 11th DAY OF JANUARY 2023.**

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6 **APPROVED AS TO FORM ONLY:**

BOARD OF COUNTY COMMISSIONERS

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County Attorney Date

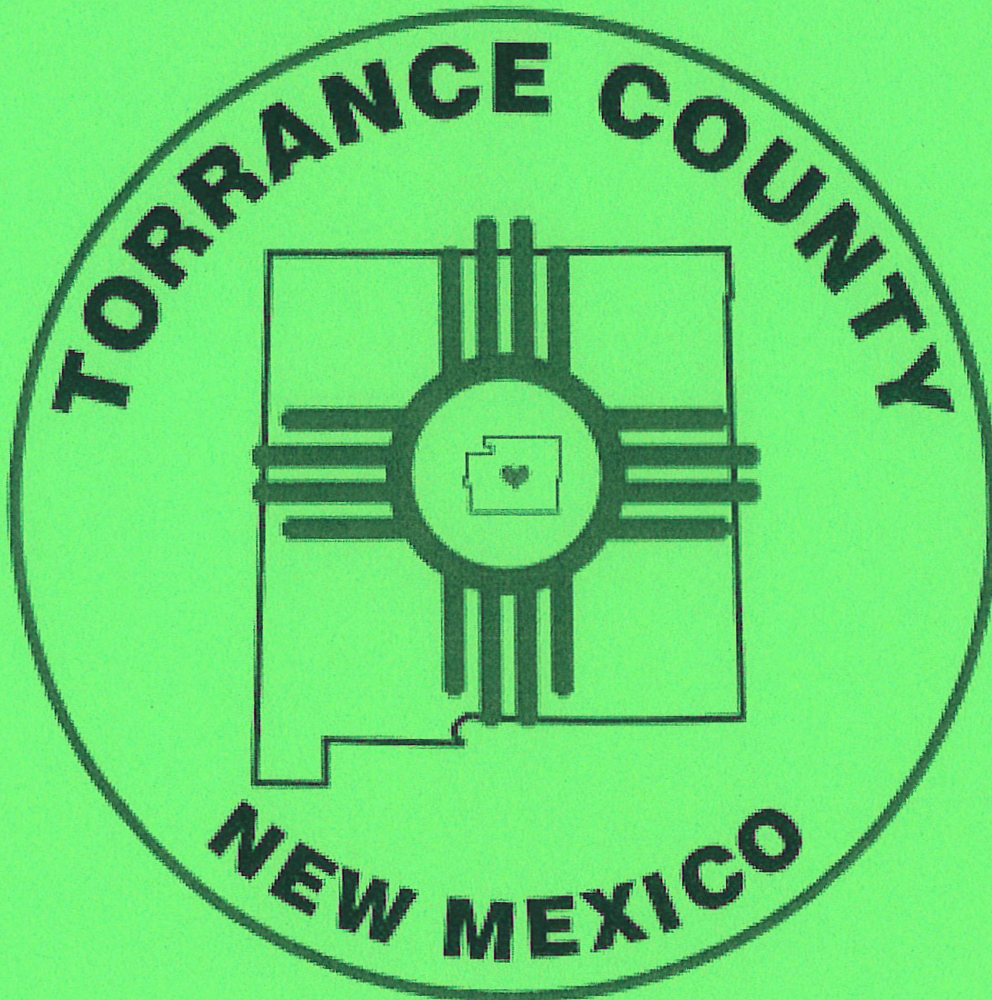
Kevin McCall, Member, District 1

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11 _____
Ryan Schwebach, Chair, District 2

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13 _____
Vacant, District 3

14 **ATTEST:**

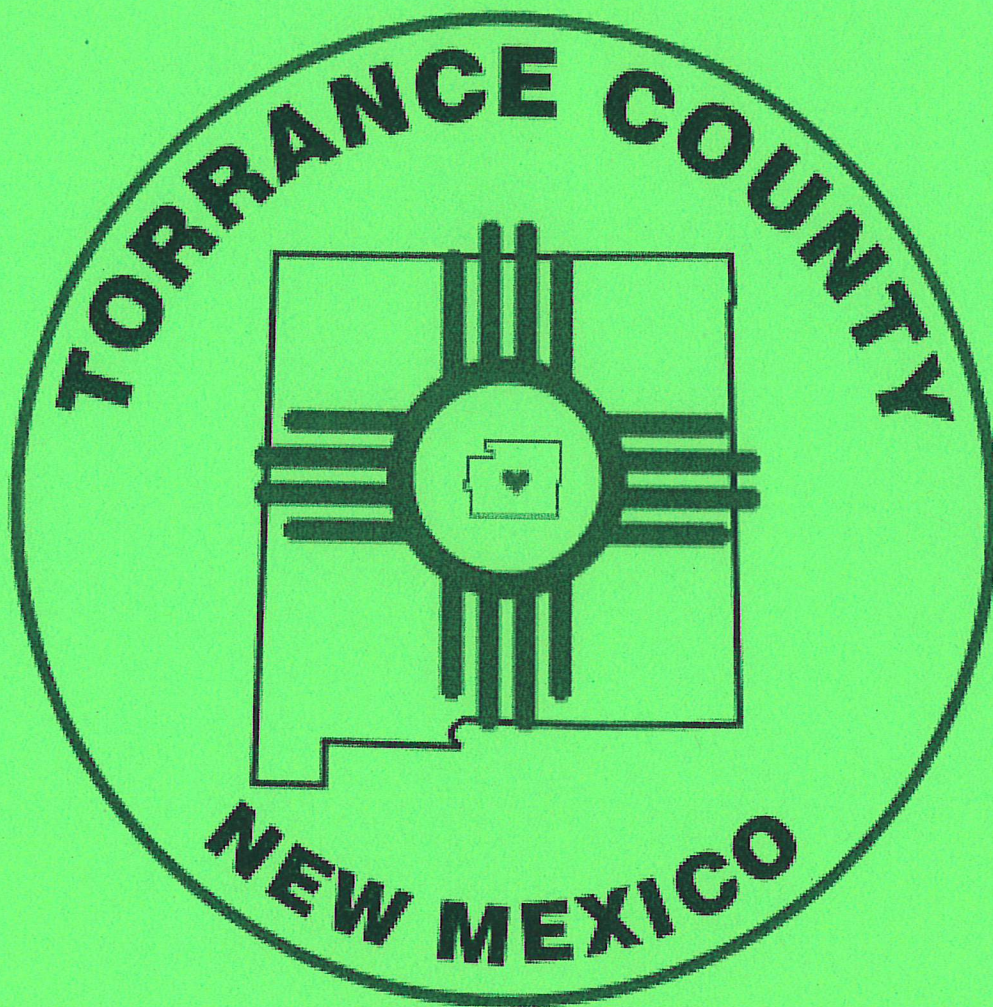
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16 _____
Sylvia Chavez, Acting County Clerk
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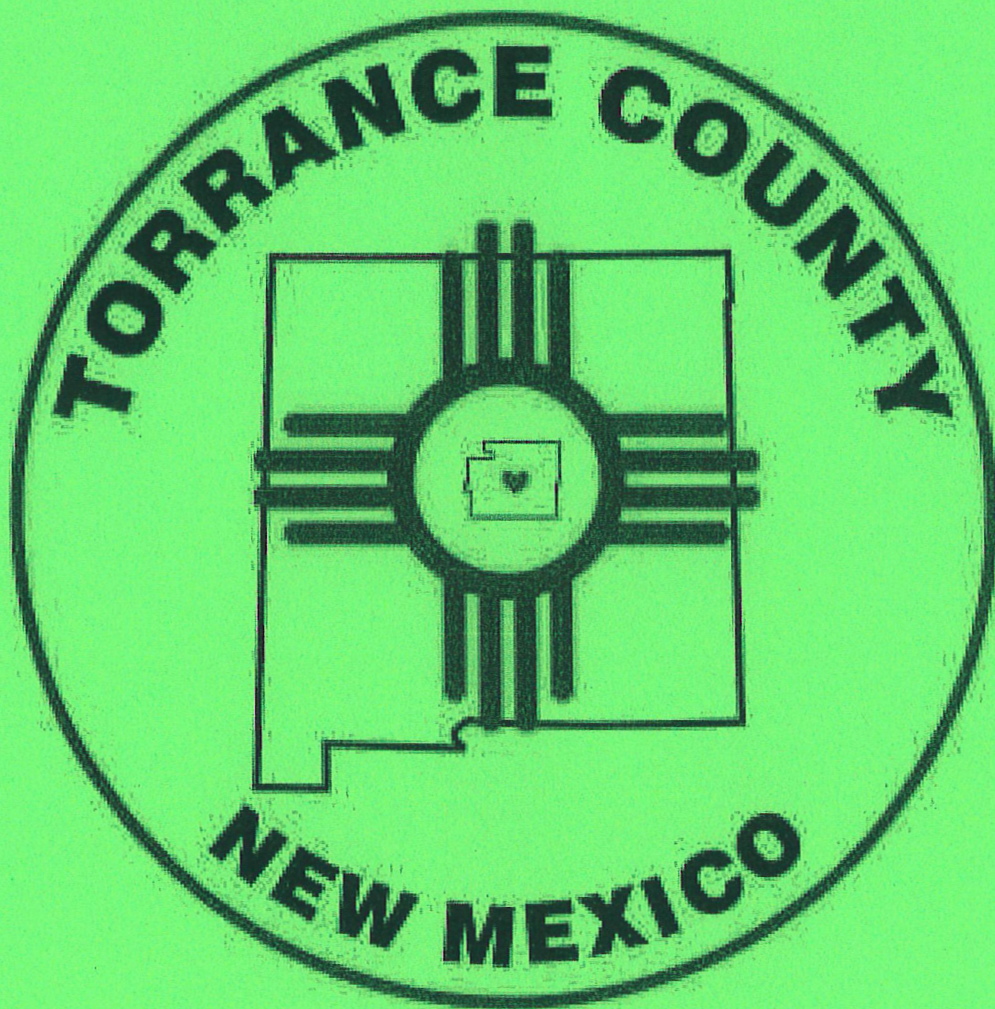
Agenda Item
No. 6



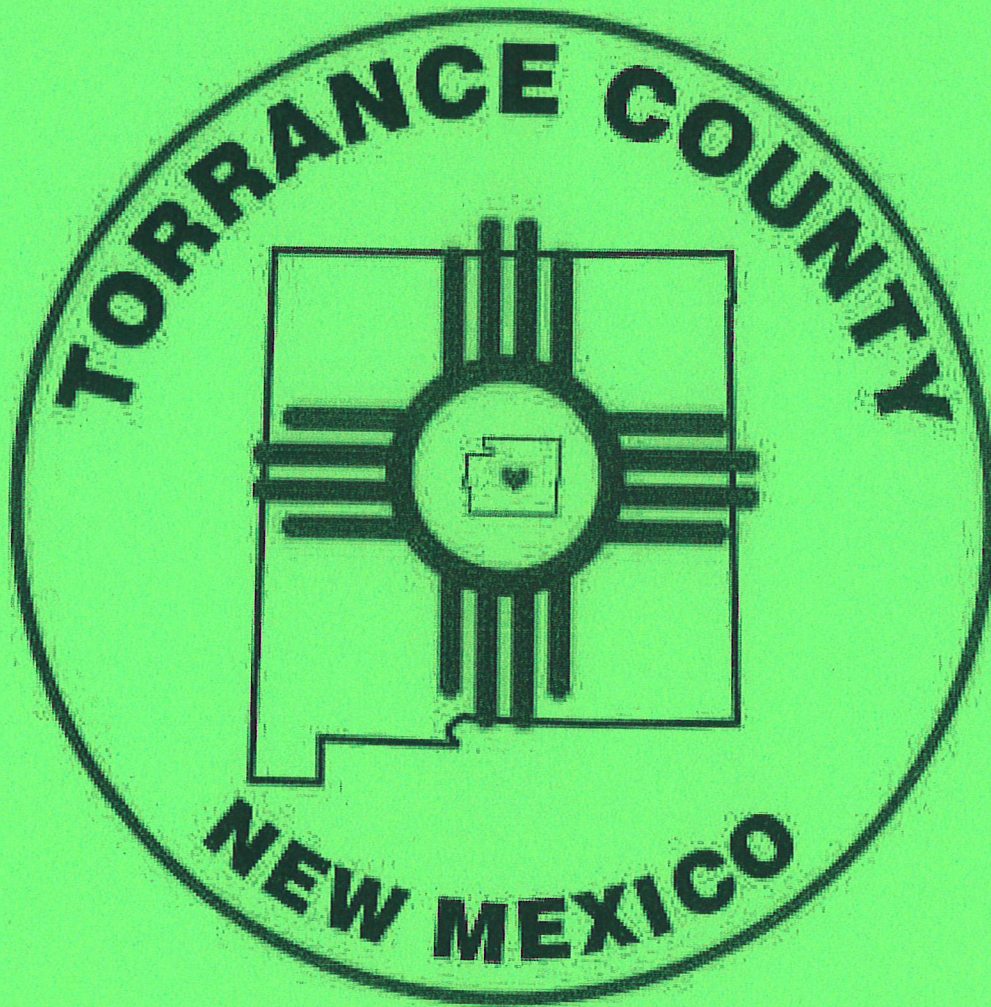
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No. 7-A



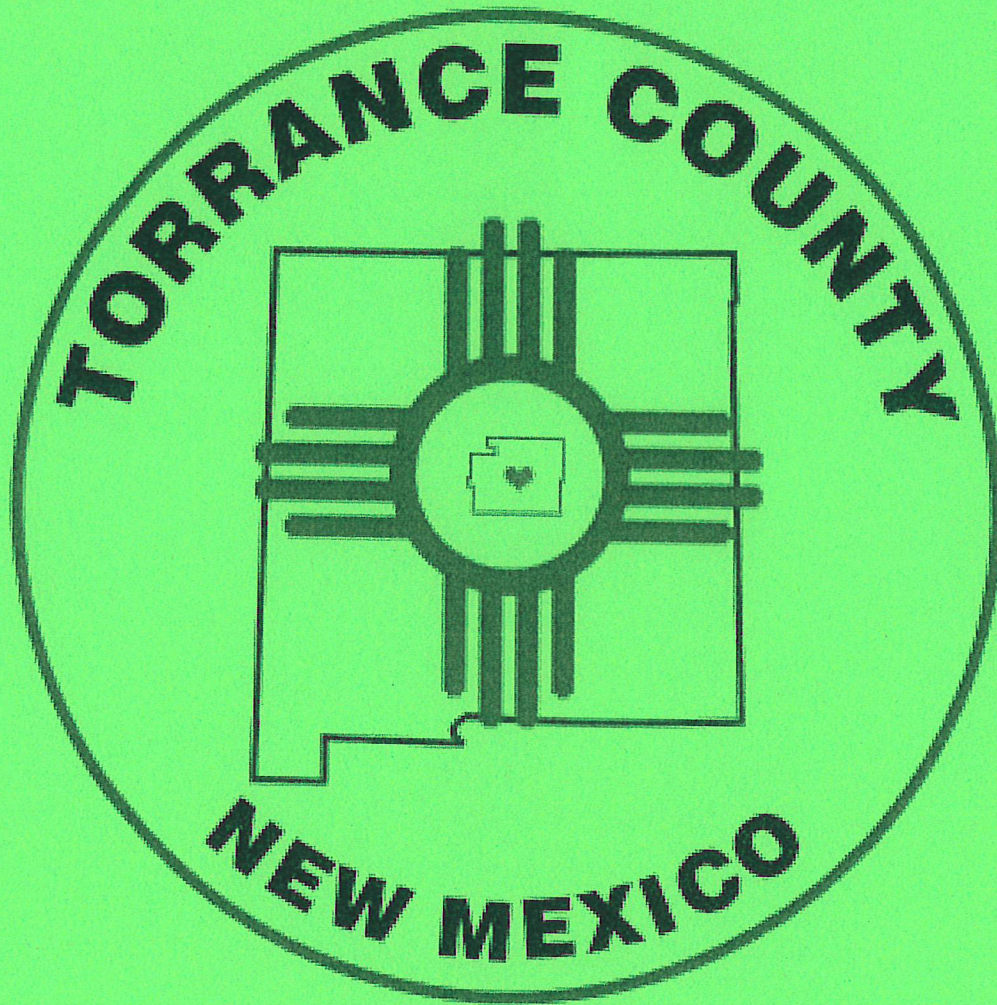
Agenda Item
No. 7-B



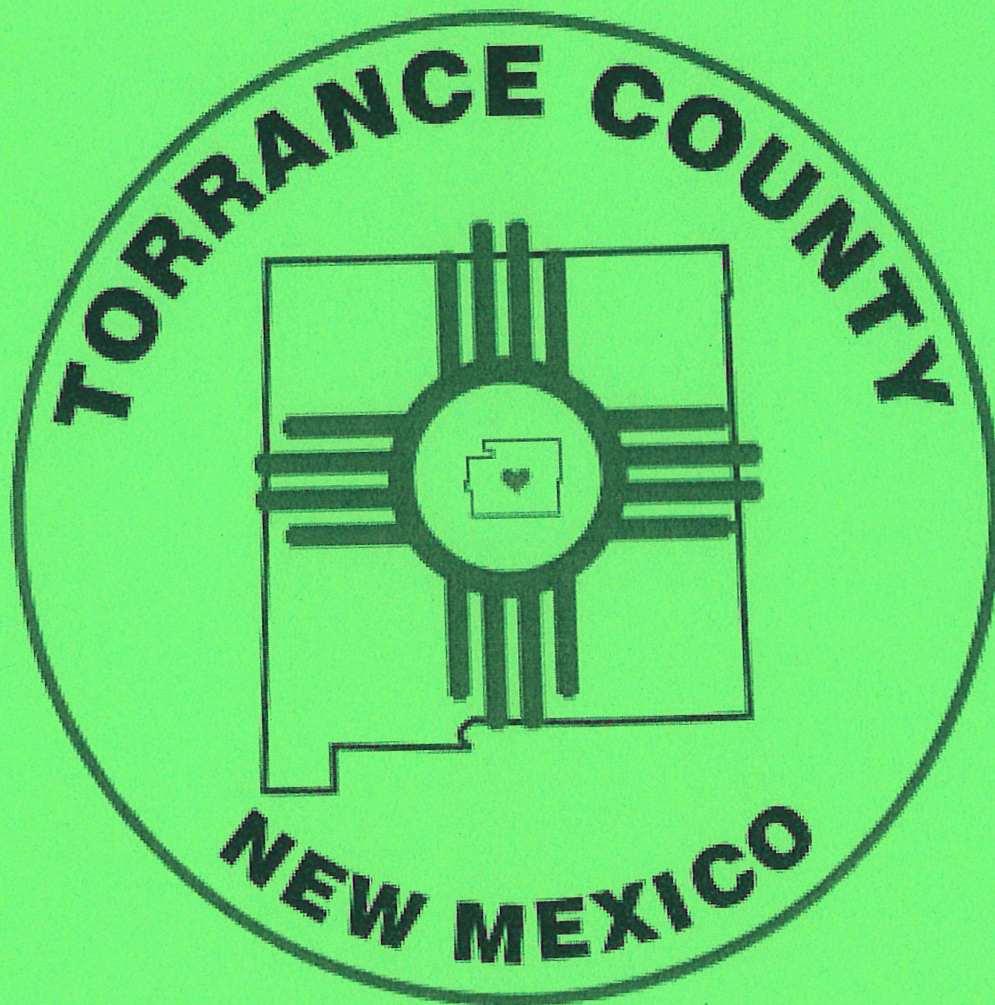
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Agenda Item
No. 7-D



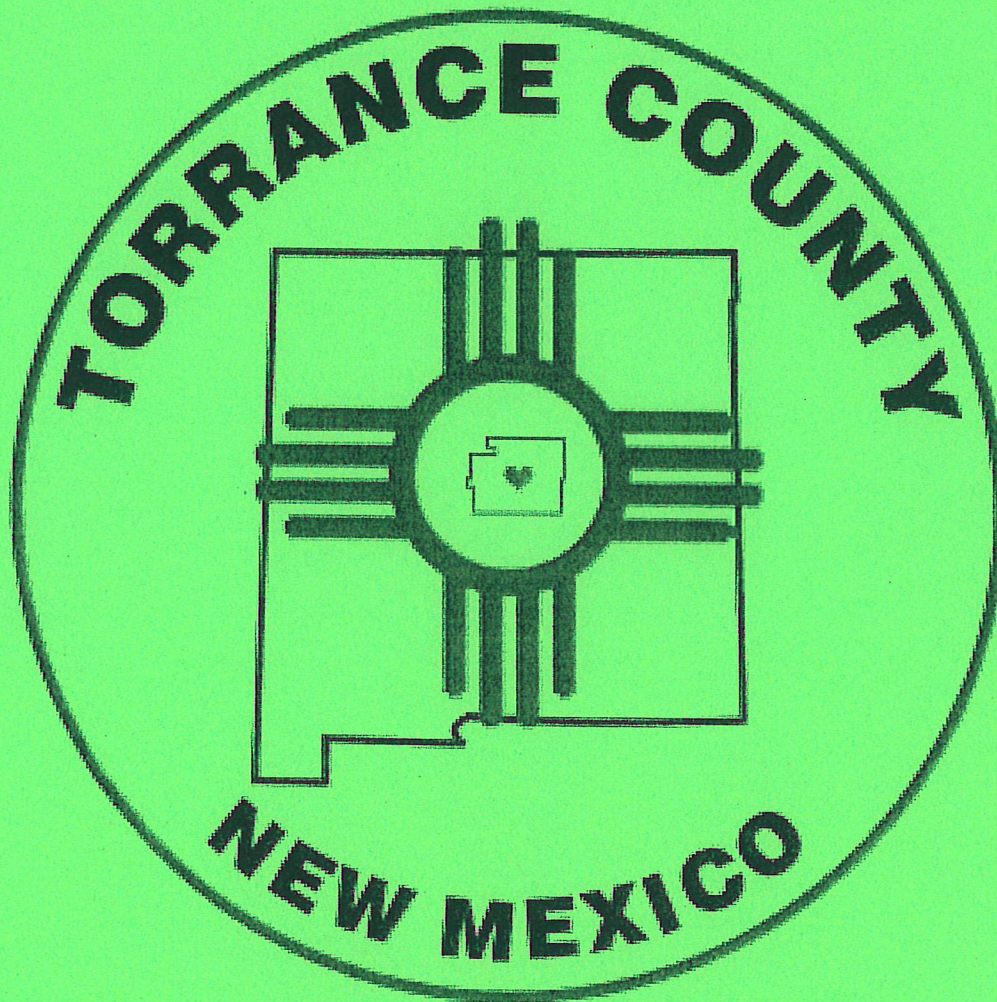
Agenda Item
No. 8-A



Agenda Item
No. 8-B



Agenda Item
No. 9



*Agenda Item
No. 10-A*

DRAFT

Torrance County Board of Commissioners

Regular Commission Meeting

October 26, 2022

9:00 AM

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

Others Present: **JANICE BARELA – COUNTY MANAGER**
JUAN TORRES - DEPUTY COUNTY MANAGER,
INTERIM FINANCE DIRECTOR
MICHAEL GARCIA – COUNTY ATTORNEY
SYLVIA CHAVEZ – CHIEF DEPUTY CLERK
VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER

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

2. INVOCATION & PLEDGE

PLEDGE:

Vice Chairman Candelaria: Led the Pledge of Allegiance.

INVOCATION:

Vice Chairman Candelaria: Led the invocation.

3. CHANGES TO THE AGENDA:
NONE

4. PROCLAMATIONS
NONE

5. CERTIFICATES AND AWARDS

A. Employee of the Third Quarter: Sergeant Jordan Duran

Madam County Manager Barela: Recognized and thanked Sgt. Jordan Duran for his exemplary service and read the nominations for him. He will receive a free paid day off within the next month, and his picture will be hung in the hall.

Vice Chairman Candelaria: Thanked Sgt. Jordan Duran for his service.

Sgt. Duran was not available to accept his award.

6. BOARD AND COMMITTEE APPOINTMENTS

NONE

7. PUBLIC COMMENT and COMMUNICATIONS

Vice Chairman Candelaria: Opened the floor for public comment and communications.

Madam County Manager Barela: Introduced the public commenters in person and on Zoom.

John Travis Bodine: Put his name forth to be interim County Clerk due to a potential vacancy. He read his resume to the Commission, hereto attached.

Brady Ness: Read the first 1.5 paragraphs from the Declaration of Independence, and directed people interested in installing a new government to <http://www.thekingdomofamerica.us>.

Chief Deputy Clerk Sylvia Chavez: Gave an update on Early Voting and how many absentee applications and ballots have been mailed and subsequently returned to the County. (See the stats hereto attached.) She thanked the County employees for keeping the west parking lot available for Early Voters. The last day to request an absentee ballot is November 3, 2022, and the last day that the Clerk's Office can send an absentee ballot out is November 4, 2022. The Early Voting site in Estancia at the County Admin Building will be open Monday through Friday, 7:30 AM to 5:30 PM, and Saturday November 5, 2022, from 10 AM to 6 PM.

Chief Deputy Clerk Chavez was very pleased with the number of voters that showed up to vote.

Rob Wagner, Torrance County Libertarian Party County Chair: Spoke about the article released by Morgan Lee at the Associated Press. He believes that the article made the County residents look like uneducated idiots. He said the only thing the AP covered was that there were discrepancies between the audit and the canvass, and that no races were affected. He said that a 25% discrepancy is massive. He compared the continued use of the voting tabulators to a murder weapon being allowed back on the streets and doesn't believe that anyone will want to use the voting machines now.

Mr. Wagner said he observed the audit and believes it was done accurately and with integrity.

Destry Hunt: Addressed Vice Chairman Candelaria regarding a private conversation in which Mr. Hunt alleges that Vice Chair Candelaria told him that Mr. Ness and his cohorts are "just upset that their man didn't get picked during the 2020 election." He asked Vice Chair Candelaria if he still stood by those words. He also said that Clerk Yvonne Otero was not the first County Clerk to hire family, and Mr. Hunt said he will be looking into that. The recount exposes that Torrance County records were tampered with, which is a felony. A criminal complaint should be filed in the Sheriff's Office and the Sheriff should push the District Attorney to go after it. He also said that "the mainstream media is the enemy of the people."

Victoria Martins: Spoke her thoughts about the audit and what she believed happened. She wants to know why Republican votes were favorably higher, Libertarians were off, but the Democrats were not. She wants to know why the "Red Election Bible Book" is not followed, but that politicians want to add more to it. She said that ballots are supposed to be consecutively numbered, and believes they are not, and that machines and convenience centers are more important to the State of New Mexico. She thinks votes should be counted at the precinct level. The machines have done nothing to improve accuracy. The Secretary of State says she owns 1300 and 12 were used by the County.

Dr. Steven Whitehouse: Has a PhD in the Engineering discipline of Theoretical and Applied Mechanics. Performed research for the Department of Defense and the Air Force as a Defense Contractor. He has used his skills to try to find vulnerabilities in the voting systems, and his findings were presented to the Sandoval County Commissioners on May 24, 2022. He attended the Special Admin Meeting on October 20, 2022, in Torrance County. He wanted the Commissioners to see these issues as an opportunity to change the voting systems, and to demand a forensic audit. He thanked the Commission for the time to speak.

Steven Garrett: Handed out a document, hereto attached. He said that he conducted an audit using the Secretary of State's canvassing numbers. He said that some people voted only on

certain races, such as the Governor's race, and not others. He thinks there should be a hand count and an independent audit.

He submitted an IPRA (Inspection of Public Records Act) to the County Clerk's Office for the serial numbers of the voting machine, which the County did not have a record of and is not required to produce one.

He printed out a page from his mother-in-law's voting history from 2008. He said that this was one of the first times in her life she abstained from voting. He said that she is willing to put forth a sworn affidavit that she abstained during that election.

(Editor's Note: The Presidential Election in 2008 was between Barack Obama and John McCain. The 2012 Presidential Election was between incumbent President Barack Obama and Mitt Romney, in which the voter in question has no record of voting according to the attachment provided by Mr. Garrett.)

He mentioned the ballot printers.

He thanked Libertarian Party Chair, Craig Davis for attending the voting machine certification.

There was no one else for in-person Commenting.

Deputy County Manager Juan Torres: Introduced Shari Thigpen via Zoom.

Shari Thigpen: Said that the voting machines are flawed and are fraudulent and should not be used. She said that there is "too much linkage to other countries." She said that she is happy an audit was done, and that more needs to be done. She said that since the Governor has a different theology than the people that she doesn't care what they have to say.

Jenette Hunt, Torrance County Resident: Said that she agrees with Shari Thigpen. She spoke about certain ballot tabulators being hooked up to the internet. She said that audits need to be done more. Said that Morgan Lee of the Associated Press spun the story to say that nothing was happening here. The results are not debunked. She does not trust the Governor. A forensic audit needs to happen. She does not believe that the same machines should be used since they obviously were not counting votes correctly. She would like it if voters could use blue pens to make sure that the ballots were not being printed on.

Patti Alexander, Torrance County Resident: Thinks that the 2020 election needs to be hand tallied. She has concerns about drop boxes. Questions about Martinez Road being paved off 344 in Edgewood, and how it needs to be paved all the way to 41. The area paved going to the subdivision is chip and seal and always falling apart. She also said that the drop boxes for the voting sites are not Constitutional and that they need to be taken down. They are not

being monitored. She thanked the County Manager and the time she has taken auditing the last election.

Madam County Manager Barela: It is currently paved from 41 to Green Road. That location going all the way to Lexco is the length of the project from her understanding.

Patti Alexander: She said she believes the drop boxes for the voting sites are not Constitutional and they need to be taken down. That they are not being monitored. She thanked the County Manager and the time she has taken auditing the last election.

Commissioner McCall: Asked Chief Deputy Clerk Sylvia Chavez to come speak on the drop boxes for absentee ballots.

Chief Deputy Clerk Chavez: Explained to the public and the Commission that there are not any drop boxes currently available to accept ballots. The two drop boxes previously available are locked and not accessed.

Shane Lutrick: Believes that anyone who used the voting systems in place are being bullied.

Deputy County Manager Torres: No one on Zoom that wishes to speak.

8. APPROVAL OF MINUTES

A. County Special Commission Meeting Minutes.

ACTION TAKEN:

Vice Chairman Candelaria: Made a motion to approve the October 3, 2022, Torrance County Special Commission Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

District 1: Yes; **District 2:** Excused; **District 3:** Yes.

MOTION PASSES.

B. County Regular Commission Meeting Minutes.

ACTION TAKEN:

Vice Chairman Candelaria: Made a motion to approve the October 12, 2022, Torrance County Special Commission Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

District 1: Yes; **District 2:** Excused; **District 3:** Yes.

MOTION PASSES.

9. APPROVAL OF CONSENT AGENDA

ACTION TAKEN:

Vice Chairman Candelaria: Made a motion to approve payables.

Commissioner McCall: Seconded the motion.

Discussion:

Commissioner McCall: Asked if the new format that is being presented in the meetings is due to the new program that has been implemented.

Deputy County Manager Juan Torres: Answered in the affirmative.

Roll Call Vote:

District 1: Yes; **District 2:** Excused; **District 3:** Yes.

MOTION PASSES.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

NONE THIS DAY.

11. ADOPTION OF RESOLUTION

A. Discussion and possible approval of a resolution (Numbered 2022-54) amending and superseding Resolution 2021-23, A Resolution Designating the Location of Polling Places for the 2021 Local Election and for all Statewide Elections Conducted in 2022 and 2023 and Appointing the Board of Registration Members for the County, and Resolution 2022-45, A Resolution Designating the Location of Polling Places for all Statewide Elections Conducted in 2022 and 2023.

Vice Chairman Candelaria: Presented the item for discussion and possible approval.

Madam County Manager Barela: This is on the agenda as a follow-up to the Special Commission Meeting held on Thursday, October 20, 2022. This is in response to an error that on Resolution 2021-23, when the Commission passed it, inadvertently made the County Board of Registration the County Canvassing Board too. She does not believe that the Commissioners intended to do this. The Commissioners desired to make this correction. The other error was in the Board membership. The way it currently stands it has two members and two alternates listed. The State statute says there need to be three members and does not give any provision for alternates. It does state how to replace someone in a vacancy. She has drafted a resolution that has corrected both of those items. State statute also says that there cannot be more than two people of the same political party.

One of the concerns about these appointees is that some of them currently serve in a dual role, that of the Board of Elections and Board of Registration. There is a recommendation for new Board of Registration members who would not pose conflicts of interest. These recommendations are Gail Jones, Republican, Michelle Jones (unrelated), Democrat, and Sandra Ness, Libertarian.

Madam County Manager Barela then read Resolution 2022-54 into record.

ACTION TAKEN:

Vice Chairman Candelaria: Made a motion to approve a resolution amending and superseding Resolution 2021-23, A Resolution Designating the Location of Polling Places for the 2021 Local Election and for all Statewide Elections Conducted in 2022 and 2023 and Appointing the Board of Registration Members for the County, and Resolution 2022-45, A Resolution Designating the Location of Polling Places for all Statewide Elections Conducted in 2022 and 2023.

Commissioner McCall: Seconded the motion.

Madam County Manager Barela: Asked if the motion should be made to “adopt” rather than “approve.”

Mike Garcia, Torrance County Attorney: Adopt or approve is fine.

Commissioner McCall: Thanked Madam County Manager Barela for stepping up and saying that it was her fault that the Resolutions 2021-23 and 2022-45 were incorrect but would like to say that it falls on the entire Commission as well. He then recognized the three Board of Registration volunteers. He thanked them for their willingness to step forward.



Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

Madam County Manager Barela: Commented that the approved resolution number is Resolution 2022-54.

Vice Chairman Candelaria: Thanked Madam County Manager Barela.

12. APPROVALS

- A. GRANTS: Approval of contract with Roger Rivera to serve as Boys Council Facilitator and Restorative Justice Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grants.**

ACTION TAKEN:

Commissioner McCall: Made a motion to approve a contract with Roger Rivera to serve as Boys Council Facilitator and Restorative Justice Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grants.

Vice Chairman Candelaria: Seconded the motion and opened the item for discussion.

Cheryl Allen, Torrance County Grants Manager: Issued an RFP to solicit Boys Council and Restorative Justice Facilitators, Roger Rivera was selected as a contractor to work in Mountainair as Boy's Council Facilitator and to work with Restorative Justice. Rebecca Armstrong has been working to expand the program, and added funding came through CYFD. 65 sessions are offered through the school, County-wide, via referral, at \$8,910. Restorative Justice is offering 10 circles, via referral from the Estancia Valley Classical Academy and the Sheriff's Offices throughout the County, for \$5,500. This is a one-year term with an automatic renewal for another year. These positions are funded through the CYFD Juvenile Justice Grant. Roger Rivera is here to introduce himself.

Roger Rivera, Boy's Council and Restorative Justice Facilitator: Introduced himself to the Commission.

Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

B. GRANTS: Approval of contract with Alejandro Trevino to serve as Boys Council Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grant.

ACTION TAKEN:

Commissioner McCall: Made a motion to approve contract with Alejandro Trevino to serve as Boys Council Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grant.

Vice Chair Candelaria: Seconded the motion.

Cheryl Allen, Torrance County Grants Manager: Mr. Trevino would be working in the Estancia Valley Classical Academy and the Moriarty/Edgewood School Systems. She explained the limitations of the programs. This would be a one-year contract with an automatic 1-year renewal to coincide with the Juvenile Justice Grant. He would be contracted for 70 sessions at \$11,550.

Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

B. GRANTS: Ratification of the agreement of the Local Assistance and Tribal Consistency (LATCF) grant of 1,290,248.32 which is additional funding made available through the American Rescue Plan Act.

ACTION TAKEN:

Commissioner McCall: Made a motion to approve ratification of the agreement of the Local Assistance and Tribal Consistency (LATCF) grant of 1,290,248.32 which is additional funding made available through the American Rescue Plan Act.

Vice Chair Candelaria: Seconded the motion.

Cheryl Allen, Torrance County Grants Manager: This is added funding coming from the American Rescue Plan Act. Though they did not need to submit an application, they did submit that documentation they needed to receive the first TRONT payment, which was received and deposited on October 25. There will be a second allocation for it next year, but she is unsure of the time frame. She explained why Torrance County was eligible for the grant. The funds may be used for, which is broad spectrum. The disqualifying uses are very few, the first being lobbying of any kind, and they must follow the 2-CFR part 200, the Davis-Bacon Act Uniform Guidance, Build America by America Act, comply with Federal and State Laws, etc. There will be annual reporting in March of every year. All expenditures must be completed by a certain time. The total must be spent by March 31, 2028.

Madam County Manager Barela: It needs to be ratified, offered Ms. Allen the opportunity to address this.

Cheryl Allen: She got the notification on Tuesday and on Thursday put in the application.

Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

C. FIRE: Request permission to reallocate medical billing funds from the 416 Operating Budget to the 411 Operating Budget.

ACTION TAKEN:

Commissioner McCall: Made a motion to reallocate medical billing funds from the 416 Operating Budget to the 411 Operating Budget.

Vice Chairman Candelaria: Seconded the motion.

Don Dirks, Torrance County Fire Chief: The money coming in from medical billing has been going into the Torrance County General Operating Budget, and he would like permission to transfer that to the Fire Department's Operating Budget.

Commissioner McCall: Asked how that would work.

Deputy County Manager Juan Torres: It would go directly into the Fire Department's Operating Budget. You would still see everything and be able to track it in the annual budget.

Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

13. DISCUSSION

A. MANAGER'S REPORT:

Madam County Manager Barela: The follow up to the findings of the Audit, she is working with the Sheriff's Office. She wrote an email on Monday to the Elections Director to set up a meeting with the Secretary of State or with Director Vigil, and if they know of any reports that they could run to reconcile some of the anomalies that she found, she still has not heard back. She feels as though she is being pulled in every direction with this audit and her regular duties; she is asking for grace right now as people try to communicate with her. She thanked the Commission for the opportunity to express this.

C. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1: Thanked Madam County Manager Janice Barela for her hard work and dedication to her job. He wants people to get out and vote. He knew she was up to the audit and thanked her for everything. Mr. Garrett said only 33 percent of registered voters vote regularly. He wants to know why the state changed the County's numbers after the canvass. He would like a definitive answer. He thinks that having an auditor to audit during the primary election would be the best idea.

Asked the County Attorney what they can do dealing with the County Clerk Yvonne Otero's situation, with her not showing up for work, and violating the County's Code of Conduct.

Mike Garcia, County Attorney: Said he would look into the situation and see what the options are.

2) Chairman Schwebach, District 2: Excused.

3) Chairman Candelaria, District 3: Thanked the Road Department for the great work on the roads. Jerry Metzger passed away, and the funeral will be held Friday at 3:30 at the Estancia Cemetery.

He attended the dedication ceremony for the Moriarty Fire Department. He said that it was an important event for the community.

Be sure to get out and VOTE!

14. EXECUTIVE SESSION

NONE

15. Announcement of the next Board of County Commissioners Meeting:
WEDNESDAY, NOVEMBER 9TH, 2022, at 9:00 AM.

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

ACTION TAKEN:

Vice Chair Candelaria: Made a motion to adjourn this Regular Commission Meeting.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

District 1: Yes; District 2: Excused; District 3: Yes.

MOTION CARRIES.

MEETING ADJOURNED AT APPROXIMATELY 10:46 AM

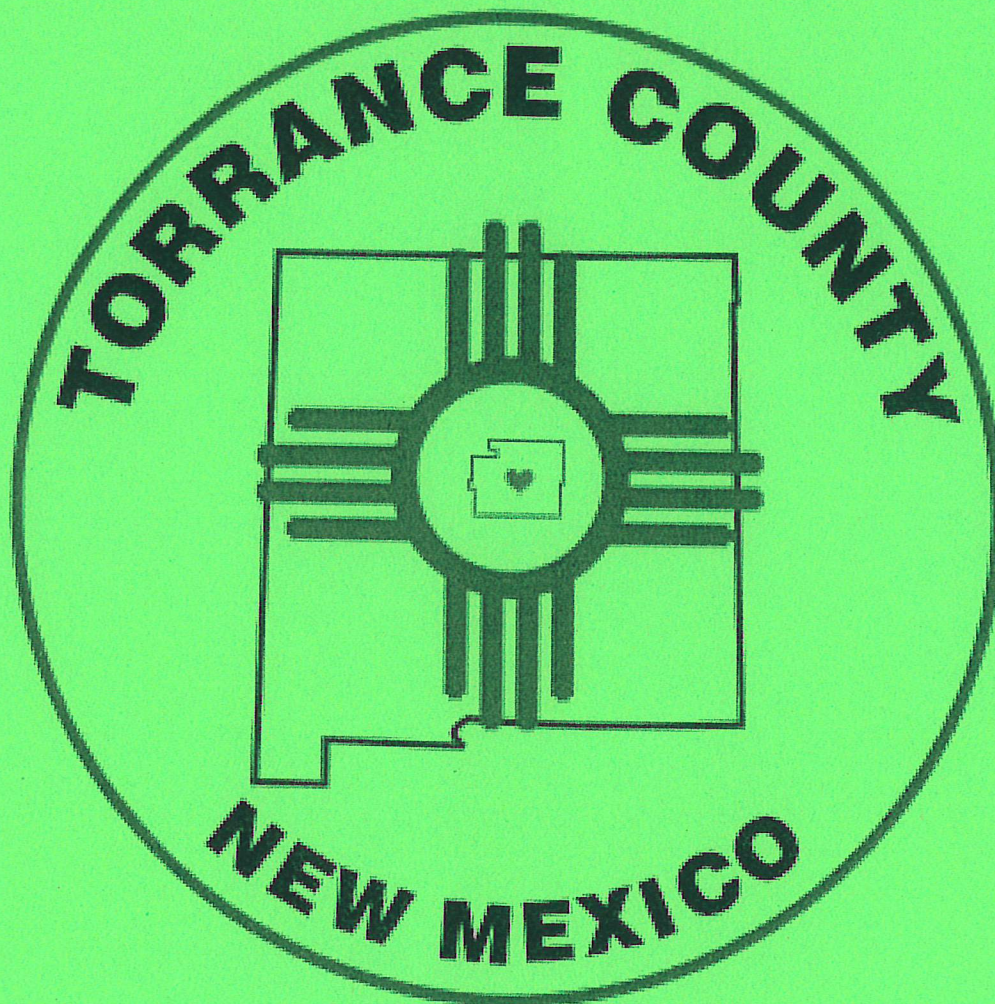
Signed By:

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

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

Date: / / 2022

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office.



*Agenda Item
No. 10-B*

DRAFT

Torrance County Board of Commissioners

Regular Administrative Meeting

DECEMBER 15, 2022

1:00 PM

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

Others Present: **JANICE BARELA – COUNTY MANAGER**
 JUAN TORRES - DEPUTY COUNTY MANAGER
 MICHAEL GARCIA – COUNTY ATTORNEY
 SYLVIA CHAVEZ - CHIEF DEPUTY CLERK
 NOAH SEDILLO - FINANCE DIRECTOR
 VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE

Chairman Schwebach: Led the Pledge of Allegiance.

Commissioner Candelaria: Led the invocation.

3. CHANGES TO THE AGENDA

Chairman Schwebach: Asked if they had any changes to the agenda.

Madam County Manager Barela: Listed the proposed changes to the agenda. She requested Item 5-A and 5-B be deferred to the next meeting in December, as Pete Montano and Brian Sanchez were not there to accept their awards.

She requested that item 13-A be moved up out of respect for the State Police Officer's time.

Chairman Schwebach: Moved Item 13-A after Public Comment and approved the changes to the agenda.

4. **PROCLAMATIONS**

5. **CERTIFICATES AND AWARDS**

Chairman Schwebach: Introduced the topic.

Madam County Manager Barela: Introduced Sylvia Chavez to present the award to Kevin Pham.

Deputy County Clerk Sylvia Chavez: Presented the two-year service award to Kevin Pham.

Kevin Pham: Thanked the County and the Clerk's Office.

6. **BOARD AND COMMITTEE APPOINTMENTS**

None this day.

7. **PUBLIC COMMENT AND COMMUNICATION**

Madam County Manager Barela: Took the opportunity to welcome Noah Sedillo as the new Finance Director.

Noah Sedillo, Finance Director: Thanked Madam County Manager Barela, the Commissioners and the County, said he is grateful and looking forward to many more years with the County.

Samuel Schropp, Torrance County Resident: Came to the meeting to ask the Commissioners to take care of the roads in his area. He asked that his comments be recorded into the minutes for this meeting, in compliance with the Open Meetings Act. The roads in south Torrance County are not gravel, they are dirt, also called "improved roads" by the U.S. Forest Service and Bureau of Land Management. The USFS closes the roads seasonally depending on the weather. Mr. Schropp would like to be able to travel around his home all year long, not just during the dry seasons. Langley, Akin Farm, Bluegrass Road, Meadows Ranch Road, and Spangler Road have been graded in the past, but all that does is dig up the dirt and move it to the middle of the road, which in turn makes the road muddy when it rains. That is, if the wind doesn't blow the dirt away within days first. After ½ inch of rainfall, Akin Farm Road was full of mud and potholes as well. He would like the County to take the \$11 million from ICIP budget for FY 2023 and put it into the roads. He believes it is \$11,000 per mile to fix the roads with more than just grading. He thinks that if the Road Department has trouble keeping employees that it is either a bad place to work or that they do not get paid enough. He wants to see a civil engineering firm that has nothing to do with Torrance County.

Marcie Wallin, Torrance County Resident: Wanted to get an update on the Fairground work and see if there is any news.

Madam County Manager Barela: Told the Commissioners that an update was upcoming, unless they just wanted to do it right then.

Chairman Schwebach: Suggested that they do the update while Marcie Wallin was there.

Juan Torres, Deputy County Manager: Gave an update on the Fairground. They have been speaking with their on-call engineer to try to get designs for the building and get quotes. Once they get the quotes in to the Commission, they will hopefully choose someone with a design they like.

Tracey Master, Torrance County DWI Prevention: Last year at this time, there were 61 homeless Moriarty High School students. They cannot house all of these students, but they are working together with the Teen Court Program to provide different community services to the County's youth. One of these services opens on December 16, 2022, and it is called Maliah's Closet. It is a clothing closet located on the Moriarty High School campus for those less fortunate students who need clothing. There will be an open house from 5-7 p.m. in the Teen Court building. They are accepting donations of new and gently used clothing and new toiletries to stock the closet.

Last week they provided a Youth Mental Health/First Aid course at the Estancia Valley Classical Academy, where six individuals completed the course.

Last month at the Estancia Elementary School for their mental health team, they provided a QPR (question, persuade, refer) Suicide Prevention Program. They will be wanting more staff members. Suicidal thoughts and feelings of hopelessness run rampant in our community.

They are providing character development classes for Teen Court youth. They met with the incoming Magistrate Judge, Craig Davis. They are working to set up youth and adult mental health/first aid.

The Department of Finance and Administration, Local Government Division and LDWI has just released the 2025 grant application, which is due the 1st week of March 2023.

Tracey Master, Torrance County Resident: Relayed a story about Superior Ambulance, urging the Commission not to consider a contract with the company, due to the terrible service she had seen members of the Community receive on November 11, 2022, after a fatal motorcycle and car accident. The paramedic that came was extremely rude to a mother and her children who had just been there and held their husband and father as he died in their arms. Mrs. Master believes that the residents of Torrance County deserve better than this treatment, and hope that if this paramedic is representative of Superior as a whole, that the County does not contract with them.

Samantha O'Dell, Torrance County Emergency Manager: Gave an update on the Emergency Management Office's current workload. They are currently working on the Threat and Hazard Analysis, and it is a requirement for the EMPG funding, which is due in the third quarter. This provides half of the funding to the Emergency Management Office.

She wanted to provide an update on the Hazard Mitigation Plan. It is required to be updated every five years and is expiring in December of 2022. A grant was applied for before Ms. O'Dell started in the Emergency Management position for the County. There have been many issues, beginning in October of 2021 when the grant was sent in for. In February of 2022, Department of Homeland Security and Emergency Management had requested additional information, which was provided in the beginning of March. In May of 2022, she received a phone call announcing that FEMA guidelines had changed, and that previously the match was 75%/25%, now it was 90%/10%. They were asked to submit a budget for that, which was done. She was told that the Department of Homeland Security was short staffed, so they would have FEMA contractors come to takeover. In August of 2022, additional information was requested and that was provided. In October of 2022, she was advised by someone from the Grants Department that the application was being processed but gave no update on timeline or the process. In November, she received a phone call that said FEMA had never received any paperwork from Torrance County, and if they wanted to continue that she would have to resubmit everything they requested. She did this the same day she received the phone call. They confirmed that it had been received. On November 8th, she received a call stating that the Department of Homeland Security was taking over the grant back from FEMA, and that they needed updated forms because the ones they received were outdated. The new ones are due January 6th. The Hazard Mitigation Plan is necessary to get further funding, such as funding for Claunh-Pinto Soil and Water Conservation District. She is now working on submitting additional forms and documents.

Tracey Gallegos, Administrator for Village of Encino, via Zoom: Recently personally lost \$2,000 worth of livestock because of neighbor's wild dogs. Animal Control did respond and help, but they would like more of a presence of Animal Control and the County Sheriff's Office. There are many close calls.

Jenette Hunt, via Zoom: Article in gateway pundit about questionable water-rights sales by Commissioners in Torrance County. She said she hoped this was not happening. She is not happy that the election was certified, that the "Deputy Clerk did not prepare the election; the state of New Mexico did and sent it back." She wonders if the ballots that are still missing from the primary election have been found yet.

Chairman Schwebach Moved on to Item 13. A.

8. APPROVAL OF MINUTES

A. Approval of the October 20, 2022, Special Administrative Meeting of the BCC.

Chairman Schwebach: Made a motion to approve the October 20, 2022, Special Administrative Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

B. Approval of the November 9, 2022, Regular Meeting of the BCC.

Chairman Schwebach: Made a motion to approve the November 9, 2022, Regular Commission Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

C. Approval of the November 17, 2022, Special Administrative Meeting of the BCC.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the November 17, 2022, Special Administrative Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE: Motion to approve payables.

Chairman Schwebach: Made a motion to approve payables.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

NONE THIS DAY

11. ADOPTION OF RESOLUTION

A. ROAD: Resolution 2022-57: Approving CAP fiscal year 2023-2024 cooperative agreement.

Chairman Schwebach: Introduced the topic.

Deputy County Manager Juan Torres: Spoke about the resolution since Leonard Lujan was not available on Zoom at first. The resolution is a cooperative agreement with the State of New Mexico to fix Martinez Road and NM 344, basically .6 miles to the Santa Fe/Torrance County line.

Leonard Lujan, Road Department Superintendent: This is the TPO project approved in March. They will be doing an overlay on the chip-sealed area. It will be milled, new culverts installed, then a new overlay will be installed.

ACTION TAKEN:

Chairman Schwebach: Made a motion for approval.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

B. ROAD: Resolution 2022-58: Approving SB fiscal year 2023-2024 cooperative agreement.

Chairman Schwebach: Introduced the topic.

Leonard Lujan, Road Department Superintendent: This is the School Bus Project. This was submitted in the beginning of the year with the other projects and is for the bottom 3 miles. They were approved from the TPO project to do an overlay on the road, so Mr. Lujan plans to re-allocate the funds and do a different 3 miles of road.

Chairman Schwebach: Asked if that would be a problem if this was approved the way it was written.

Leonard Lujan: Answered that it made no difference, that he would just be moving the funds to fund another portion of road in Torrance County.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-58: Approving SB fiscal year 2023-2024 cooperative agreement.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

C. ROAD: Resolution 2022-59: Approving SP fiscal year 2023-2024 cooperative agreement.

Chairman Schwebach: Introduced the topic.

Leonard Lujan, Road Department Superintendent: This is an SP or LGR project, which he said is the same thing. It is for two miles of road by Ten Pines and Manzano. They will be doing a chip seal over the existing chip.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-59: Approving SP fiscal year 2023-2024 cooperative agreement.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

D. GRANTS: Resolution 2022-60: Approving Transportation Project and Agreement for completion of the Ewing Road Paving Project. Resolution supersedes Resolution 2022-52.

Chairman Schwebach: Introduced the topic.

Cheryl Allen, Torrance County Grants Manager: The Department of Transportation caught an error in the previous resolution. The project has already been approved, and the amount of the project is \$1,274,367.22. She had accidentally omitted the 22¢ on the previous resolution, so she is adding it on this one.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-60: Approving Transportation Project Fund Agreement for completion of the Ewing Road paving project.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

12. APPROVALS

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

Chairman Schwebach: Introduced the topic.

Madam County Manager Barela: Introduced Gilbert Sanchez, resident.

Gilbert Sanchez, Resident, Sanchez Road: Writing a petition on behalf of his father, who was in the audience. The road is only used by his father or immediate family. They are asking for .16 of a mile of Sanchez Rd. to be vacated. There is no outlet to other public or private properties. There is a solar powered gate opener. Vandals came and destroyed the gate and the gate opener. They called the County Sheriff's Office but nothing has come of it. If the father needs emergency services, he would be in trouble were there a winter storm. Last year during the February 4 storm, the County did not perform basic road plowing as is required. He is requesting the road be vacated from County records. The rules state that to get the road vacated, this request must be brought before the Commission, who will then choose a 3-person panel of people who do not live in the area to decide whether to vacate or not. While speaking with emergency workers, they were told that if the gate was open then they would come through, and if it was not open, they would not go through. Leonard was the one that suggested that Mr. Sanchez speak to the Commission.

Commissioner Candelaria: Explained how the committee works, and how they go out to look at the area and speak to the neighboring homes.

Gilbert Sanchez, Resident, Sanchez Road: The area he is asking to have vacated is an area that is a dead end that only his father's house sits on. They own most of the land in the area.

Madam County Manager Barela: Suggested she put together a committee to go to the area and observe the facts that Mr. Sanchez brought forth.

Chairman Schwebach: Agreed with Madam County Manager Barela.

NO ACTION TAKEN, INSTRUCTED MADAM COUNTY MANAGER BARELA TO PUT TOGETHER A COMMITTEE.

B. PURCHASING: Request approval of award and signatory authority for County Manager-RFP TC-FY 23-01 for fully insured life, disability, and vision coverages.

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

Chairman Schwebach: Opened the topic for discussion.

Noah Sedillo, Torrance County Finance Director: The County put forth the RFP for fully insured life, disability, and vision coverages. This was potentially a multi-source award, and they will be requesting a multi-source award. Met Life is giving a comparable deal on this,

which the County currently had through Alliance Standard. Met Life is willing to provide a three-calendar-year price lock-in.

Commissioner McCall: Asked what the differences and changes are with the two companies.

Noah Sedillo: A committee of County employees was put together to research the rates and compare prices. After much discussion together and with the insurance broker the consensus was unanimous.

Chairman Schwebach: Asked what the difference in price was with the previous plan and the new one.

Noah Sedillo: Said that he was not prepared to give that information but would be willing to follow up with the Chairman.

Chairman Schwebach: Asked Mr. Sedillo if he could guarantee that these prices were comparable and the right choice for the employees.

Noah Sedillo: Answered in the affirmative.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve award and signatory authority for County Manager-RFP TC-FY 23-01 for fully insured life, disability and vision coverages.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

2.) BlueCross BlueShield of New Mexico- Vision

Chairman Schwebach: Opened the topic for discussion.

Noah Sedillo, Torrance County Finance Director: After speaking with the insurance broker, Gallagher Benefits Services, the committee concluded that BlueCross BlueShield will have much better services than the previous plan. With the approval of the Commission, the County will be moving their vision services to BlueCross BlueShield.

Chairman Schwebach: Asked if the services are within budget and comparable to the previous insurer.

Noah Sedillo: Answered in the affirmative.

Commissioner McCall: Asked if the employee's portion changed much.

Noah Sedillo: He said that the premiums went down. The copay also went down. This is for a period of two years. The County is entering its third year with Presbyterian.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve award and signatory authority for County Manager-RFP TC-FY 23-01 for fully insured vision coverage.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

C. FIRE: Request for approval to submit the FY-24 EMS Fund Act application on behalf of Torrance County for Districts 2, 3 and 5.

Chairman Schwebach: Introduced the topic for discussion.

Hanna Sanchez: It is the time of year that the EMS must ask for funds from the EMS Fund Act for medical supplies for Districts 2, 3 & 5 as volunteer providers.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the request to submit the FY-24 EMS Fund Act application on behalf of Torrance County for Districts 2, 3 and 5.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

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

Chairman Schwebach: Introduced the topic for discussion.

Hanna Sanchez: Dr. Hazen spoke with Ms. Sanchez and let her know that there were some personal problems that came up and he will not be able to work with Torrance as their Medical Director as of January 2023. Ms. Sanchez got a new provider to partner with through HealthFront, P.C. The new doctor is Dr. Kah. The previous contract only covered the Fire Department and Dispatch for EMT purposes, but since Emergency Management has two paramedics, this contract will cover them as well. The difference is in cost. Dr. Hazen's contract was \$500 a month, this contract will be \$1,500 a month.

Chairman Schwebach: Said that prior to this the County had one doctor, now there is a firm, and that there would now be emergency coverage.

Commissioner McCall: Asked how this would work regarding procurement and what the new program would be like.

Noah Sedillo, Finance Director: Answered that this is a professional services agreement and that is went up to \$60,000.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the Professional Services Contract with HealthFront, PC for medical director services to include Fire Department, Dispatch and Emergency Management.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES

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

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

Chairman Schwebach: Introduced the topic.

Hanna Sanchez, Torrance County Fire Department: Ms. Sanchez and Chief Dirks have been looking at the income they have been receiving for medical transports; they have approximately \$80,000 in the account, which averages \$15,000 a month in income. She went on to provide estimations of surrounding Counties and how much they pay their EMTs, Paramedics and other emergency services personnel. In an effort of retention and to attract new applicants, they would like to raise everyone's salaries by \$2/hr.

Chairman Schwebach: Asked if this was for all EMTs.

Hanna Sanchez: Answered that it was for the EMTs, but it was also to make up for the fact that they are also firefighters.

Deputy County Manager Torres: To do this, this would be an increase of \$87,240.

Commissioner McCall: Asked what credentials someone would need to prove they are a firefighter.

Hanna Sanchez: Most Firefighters carry their firefighter IFSAC seals, or AHJ, or Authority Having Jurisdiction, which means they can fight fires in Torrance County. With an IFSAC they are allowed to fight fires anywhere. They only make money starting at \$14.25 an hour and \$1 an hour starting after that. There are only 8 out of 14 positions filled. Hanna and Chief Dirks have also been covering because they are so short staffed. The surrounding counties have all raised their rates of pay. The people that work for them could just do their 48 hours and then get a second job, but they don't. They are from the area, and they have heart and dedication.

Chairman Schwebach: Asked if the employees are okay with lowering their overtime or if they want to keep the overtime they are getting right now, after they are fully staffed, but with a \$2 raise.

Hanna Sanchez: The employees like to have 48 to 72-hour shifts at most. The 96-hour shifts are running them into the ground.

Chairman Schwebach: He would prefer to go deeper into the research on this and address this at the following meeting.

Commissioner McCall: Believes that if Torrance County raises the rate of pay, then Moriarty will do the same. It seems like everyone just keeps raising the pay.

Hanna Sanchez: Was told to find comparable counties rates and report them. She doesn't understand why an administrative assistant is getting paid \$1 more than a basic that runs a

48-hour shift. She was told that this was because “the administrative assistant does a full 40-hour work week.” Nobody sees what happens after 5:30. They can go on back-to-back calls, out for hours at a time. The previous day there were four cardiac calls, one from Moriarty. They are lucky to have a 10-to-30-minute break in between. She has two employees that want to quit if they cannot change something.

Chairman Schwebach: Said that he would like to talk to her privately and speak to employees. He asked for the comparative numbers. He wants to know what else they can do for employee retention, rather than “throwing money” at the problem.

Deputy County Manager Juan Torres: Gave the Commissioners the starting salaries for the firefighters and EMTs.

Hanna Sanchez: Believes that the starting pay needs to be better than \$14.75.

Hanna Sanchez: This is the requested pay schedule.

Basic: \$16.75, from \$14.75/hour

Intermediate: \$17.75, from \$15.75/hour

Paramedics: \$18.75, from \$16.75/hour

Lieutenant position: Their position already requires an additional \$1 for their responsibilities, plus she is asking for the \$2 per their starting position (whether they are intermediate or paramedic.

Commissioner McCall: Suggested that Hanna and Fire Chief Dirks go into the schools in the area to recruit kids to work for them.

Don Dirks, Fire Chief: There is just no time at the moment to do that. He recognizes that it is rough.

Chairman Schwebach: More information was needed before moving on, and that they would discuss approval at the next meeting.

2.) EMT PRN positions to help fill schedule gaps

Chairman Schwebach: More information was needed before moving on, and wanted to discuss this item at the next meeting.

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

Chairman Schwebach: Opened the item for discussion.

Stephanie Dunlap, Torrance County Sheriff's Office: In July of 2021, the Sheriff's Office purchased a display case from Staples. They did not get an invoice until October of the current year, 2022.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the request for payment to Staples for a prior year invoice in the amount of \$1,901.40.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES

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

Chairman Schwebach: Introduced the topic.

Samantha O'Dell, Emergency Management Director: IPAWS is the Integrated Public Alert and Warning System, which can send out emergency alerts even if they have not signed up for alerts. Torrance County did have this service, but the County was dropped because the monthly testing was not being completed because they did not have a platform to do it on. That is no longer the case. They now have Code Red Emergency Alerting Systems. It costs nothing for IPAWS because it is included in Code Red. People may get a text message or phone call to their phones.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the Memorandum of Agreement with FEMA Integrated Public Alert and Warning System (IPAWS).

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

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

Chairman Schwebach: Opened the item for discussion.

Noah Sedillo, Finance Director: Presented the proposed 2023 employee and first responder calendars for approval.

Commissioner McCall: Asked Madam County Manager Barela if she had reviewed the calendar.

Madam County Manager Barela: She did have a chance to review it, and she saw no issue with it.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the 2023 employee and first responder calendars.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES

13. DISCUSSION

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

Captain Alex Rodriguez, District 5, NMSP: Captain Rodriguez introduced himself to the community and let Torrance County know that his District covers most of the County. He and his Sergeant, Edgar Lemus, and incoming Lieutenant, t.b.a., will be patrolling and visiting schools in the district. They will not be school resource officers but will be part of the community. He thanked the Commission for the opportunity to introduce himself.

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

Commissioner McCall: He spoke with Glen Tillery. There is a price agreement for government vehicles that GM has agreed on. That price changed significantly. What he was willing to do was give each truck a \$1,500 credit for outfitting to help offset the cost.

The rain seems to really be messing with the roads, so he is wondering if each of the districts should get a mile of road work funding to help fix some of these roads.

2) Commissioner Schwebach, District 2

Chairman Schwebach: Speaking about the County Roads, he said that no material is best for every situation, and needing different materials is expensive. ARPA funds could be an answer to help, but he would also like to find a more solid plan to fixing these roads. He would like to expand on this later.

3) Commissioner Candelaria, District 3

Commissioner Candelaria: Spoke about how Lea County has very good roads, and sometimes their caleche roads are better than State roads.

Onto another topic, he said that the exit budget finished, and the audit company got everything they needed, and that the results are great.

Madam County Manager Barela: Said that the audit is finished, but they are not allowed to speak about it until it is published.

14. EXECUTIVE SESSION

ACTION TAKEN:

Chairman Schwebach: Made a motion to go into executive session to discuss litigation or pending litigation in which the public body is or may become a participant, closed pursuant to NMSA 1978 section 10-15-1 (h)(7), specifically relating to the Torrance County Clerk, to include allegations of job abandonment.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES.

EXECUTIVE SESSION IS ENTERED.

ACTION TAKEN:

Chairman Schwebach: Made a motion to come back to open session from executive session.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION CARRIES

REGULAR SESSION RECONVENES AT APPROXIMATELY 4:50 P.M.

Chairman Schwebach: During executive session, the Commission discussed only threatened or potential litigation in which the County is or may become a participant, closed pursuant to NMSA 1978 section 10-15-1 (h)(2) and NMSA 1978 section 10-15-1 (h)(2) specifically relating to the Torrance County Clerk, to include allegations of job abandonment.

Chairman Schwebach: Directed the County Attorney to draft documents that lay out the job abandonment of the County Clerk.

County Attorney Mike Garcia: Understood.

15. DISCUSSION/APPROVAL

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

See above for discussion.

16. ANNOUNCEMENT OF THE NEXT BOARD OF COUNTY COMMISSIONERS MEETING: Dec. 28, 2022, at 9:00 AM

17. SIGNING OF OFFICIAL DOCUMENTS

18. ADJOURN

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn.

Commissioner McCall: Seconded the motion.

MOTION CARRIES.

MEETING ADJOURNED AT APPROXIMATELY 3:55

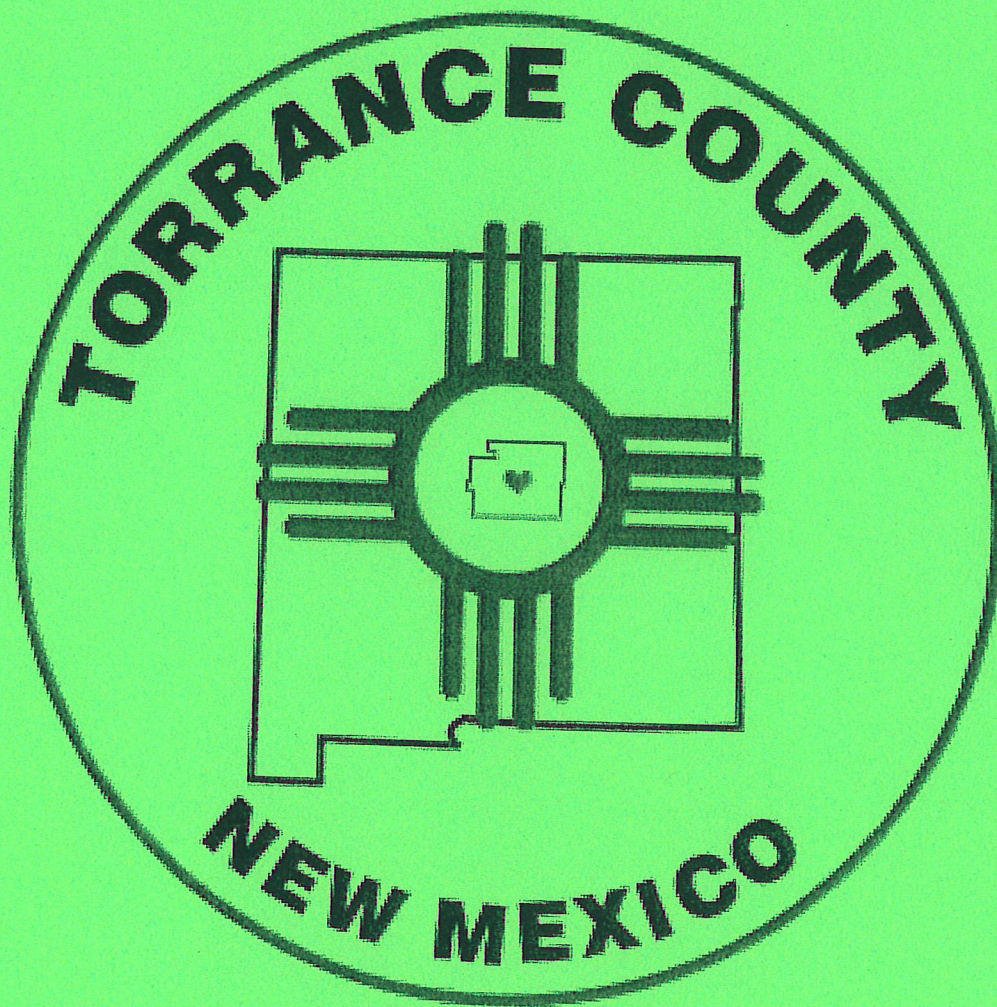
Signed By:

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

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

Date: / / 2022

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk's Office.



Agenda Item
No. 11-A

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF \$209,600.77 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 1/05/2023. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNT HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

Kevin McCall

Ryan Schwebach

Vacant

Sylvia Chavez

ATTEST BY

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

Tracy L. Sedillo



Torrance County, NM

Check Report

By Vendor Number

Date Range: 12/23/2022 - 01/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: Main Checking-Main Checking						
	Void	01/05/2023	Regular	0.00	0.00	123132
	Void	01/05/2023	Regular	0.00	0.00	123142
107	QWEST CORPORATION	01/05/2023	Regular	0.00	2,238.22	123164
<u>11.22.1022</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	544.59	
<u>11.22.1277</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	37.32	
<u>11.22.2550</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	115.55	
<u>11.22.2885</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	63.33	
<u>11.22.3165</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	123.02	
<u>11.22.3237</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	125.10	
<u>11.22.4068</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	242.27	
<u>11.22.4080</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	50.12	
<u>11.22.4362</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	66.66	
<u>11.22.4381</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	66.66	
<u>11.22.4425</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	193.69	
<u>11.22.5010</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	273.22	
<u>11.22.5104</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	66.16	
<u>11.22.5294</u>	Invoice	01/04/2023	Monthly Fax Charges	0.00	270.53	
1096	NM RETIREE HEALTH-CARE AUTHORI	01/05/2023	Regular	0.00	5,681.67	123158
<u>INV0001023</u>	Invoice	01/05/2023	Retiree Health Care	0.00	5,681.67	
1139	MOUNTAINAIR, TOWN OF	01/05/2023	Regular	0.00	697.02	123155
<u>01.23</u>	Invoice	01/04/2023	Utilities - Natural Gas/Propane	0.00	697.02	
1314	TRIADIC INC.	01/05/2023	Regular	0.00	4,508.30	123174
<u>12.31.22</u>	Invoice	01/04/2023	Triadic Contract FY23	0.00	4,508.30	
1335	TORRANCE COUNTY	01/05/2023	Regular	0.00	72.98	123173
<u>INV0001027</u>	Invoice	01/05/2023	Torrance County Property Tax	0.00	72.98	
1344	NM TRD/PTD	01/05/2023	Regular	0.00	420.00	123159
<u>INV0000971</u>	Invoice	12/20/2022	IAAO COURSE 101	0.00	420.00	
1641	ZIA GRAPHICS INC.	01/05/2023	Regular	0.00	4,885.00	123181
<u>64162</u>	Invoice	01/05/2023	TCFD Long Sleeved Shirts and Hats	0.00	4,885.00	
1656	INTERNAL REVENUE SERVICE	01/05/2023	Bank Draft	0.00	40,660.93	DFT0000211
<u>INV0001034</u>	Invoice	01/05/2023	Federal Tax	0.00	40,660.93	
177	NEW MEXICO COUNTIES	01/05/2023	Regular	0.00	600.00	123156
<u>INV0001039</u>	Invoice	01/05/2023	Registration for NM Counties Conference	0.00	600.00	
214	HART'S TRUSTWORTHY HARDWARE	01/05/2023	Regular	0.00	8.94	123149
<u>A72626</u>	Invoice	12/22/2022	Open P/O for parts & supplies	0.00	8.94	
214	HART'S TRUSTWORTHY HARDWARE	01/05/2023	Regular	0.00	46.48	123150
<u>A72470</u>	Invoice	12/22/2022	Open P/O for parts & supplies	0.00	46.48	
2194	ORKIN INC.	01/05/2023	Regular	0.00	473.74	123161
<u>235792871</u>	Invoice	01/04/2023	Monthly Standard Pest Control	0.00	184.46	
<u>237265818</u>	Invoice	01/04/2023	Monthly Standard Pest Control	0.00	184.46	
<u>238539656</u>	Invoice	01/04/2023	Monthly Standard Pest Control	0.00	104.82	
2291	LOBO INTERNET SERVICES LTD	01/05/2023	Regular	0.00	670.00	123152
<u>N10926-40</u>	Invoice	01/04/2023	Fire Admin Internet Services	0.00	625.00	
<u>N12084-37</u>	Invoice	01/04/2023	Internet Services	0.00	45.00	

Check Report

Date Range: 12/23/2022 - 01/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
233	PUBLIC EMPLOYEES RETIREMENT	01/05/2023	Bank Draft	0.00	48,025.75	DFT0000209
<u>INV0001032</u>	Invoice	01/05/2023	PERA Retirement	0.00	48,025.75	
2555	EVSWA	01/05/2023	Regular	0.00	12,791.67	123144
<u>09.22</u>	Invoice	01/04/2023	NMGRT	0.00	12,791.67	
2858	WASTE MANAGEMENT OF NM INC.	01/05/2023	Regular	0.00	1,694.41	123179
<u>0396081-0573-8</u>	Invoice	01/04/2023	FY23- Dumpster charges	0.00	788.14	
<u>0396445-0573-5</u>	Invoice	01/04/2023	FY23- Dumpster charges	0.00	219.35	
<u>0396787-0573-0</u>	Invoice	01/04/2023	FY23- Dumpster charges	0.00	686.92	
3331	SOUTHWEST PROPANE LLC	01/05/2023	Regular	0.00	1,207.70	123168
<u>G200926000628</u>	Invoice	01/04/2023	Southwest Propane Utility for District 4	0.00	557.70	
<u>G878904000686</u>	Invoice	01/04/2023	Southwest Propane Utility for District 2	0.00	650.00	
3456	GUSTIN HARDWARE INC.	01/05/2023	Regular	0.00	17.49	123146
<u>345229</u>	Invoice	12/22/2022	Parts and Supplys	0.00	17.49	
3456	GUSTIN HARDWARE INC.	01/05/2023	Regular	0.00	18.78	123147
<u>345486</u>	Invoice	12/28/2022	Parts & supplys for county Admin buildin	0.00	18.78	
3462	SAMBA HOLDINGS, INC.	01/05/2023	Regular	0.00	267.02	123165
<u>INV0000999</u>	Invoice	12/22/2022	Background Check	0.00	267.02	
3770	COOPERATIVE EDUCATIONAL SERVICES	01/05/2023	Regular	0.00	815.76	123138
<u>24-133564</u>	Invoice	01/05/2023	Indian Hills Fire Dept Upgrades	0.00	815.76	
3823	WITMER PUBLIC SAFETY GROUP	01/05/2023	Regular	0.00	536.94	123180
<u>INV167145</u>	Invoice	12/28/2022	TheFireStore Fire Admin Supply	0.00	536.94	
3929	HENRY SCHEIN MATRX MEDICAL	01/05/2023	Regular	0.00	262.64	123151
<u>31346452</u>	Invoice	12/28/2022	Henry Schein Open PO for EMS	0.00	262.64	
3978	STAPLES BUSINESS ADVANTAGE	01/05/2023	Regular	0.00	836.55	123169
<u>INV0001035</u>	Invoice	01/04/2023	Ink and Poster Paper	0.00	836.55	
418	COLUMBUS BANK AND TRUST	01/05/2023	EFT	0.00	1,150.29	41
<u>INV0001013</u>	Invoice	01/05/2023	Flex Plan	0.00	1,150.29	
4383	DE LAGE LANDEN FINANCIAL SERVICE	01/05/2023	Regular	0.00	913.15	123139
<u>77922637</u>	Invoice	12/27/2022	Monthly Lease/Contract- Copier	0.00	431.04	
<u>78314946</u>	Invoice	12/27/2022	Monthly Lease/Contract- Copier	0.00	152.14	
<u>78317417</u>	Invoice	12/27/2022	Monthly Lease/Contract- Copier	0.00	329.97	
4464	NM APPARATUS LLC	01/05/2023	Regular	0.00	4,097.69	123157
<u>1848</u>	Invoice	12/28/2022	NM Apparatus Rescue 1-2 Repair	0.00	4,097.69	
448	NM TAXATION & REVENUE	01/05/2023	Bank Draft	0.00	6,589.45	DFT0000210
<u>INV0001033</u>	Invoice	01/05/2023	State Tax	0.00	6,589.45	
4729	CODE 3 SERVICE LLC	01/05/2023	Regular	0.00	3,102.09	123137
<u>220860</u>	Invoice	12/28/2022	Resubmit due to Financial Conversion fro	0.00	532.17	
<u>220861</u>	Invoice	12/28/2022	Code 3 Brush 5-3 Radio Install	0.00	2,569.92	
4805	HARRAL, STACY	01/05/2023	Regular	0.00	960.00	123148
<u>TC FAIR 2022</u>	Invoice	01/05/2023	SECRETARIAL SERVICES TC FAIR 2022	0.00	960.00	
4832	PRESBYTERIAN HEALTH PLAN	01/05/2023	Regular	0.00	4,798.48	123162
<u>COBRA</u>	Invoice	01/05/2023	SUB ACCOUNT #0004 PLUS PRIOR AMOU	0.00	4,798.48	
4875	WARE, SIDNEY K	01/05/2023	Regular	0.00	1,604.73	123177
<u>182</u>	Invoice	01/03/2023	JIG Boys Council Sid Ware	0.00	1,604.73	
4887	SUPPLY CACHE INC	01/05/2023	Regular	0.00	2,164.55	123171
<u>291840A</u>	Invoice	01/04/2023	Supply Cache Resubmit PO due to Financi	0.00	2,164.55	

Check Report

Date Range: 12/23/2022 - 01/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4898	MENDEZ, CHRISTINA		01/05/2023 Regular	0.00	1,581.00	123154
<u>CM12222022</u>	Invoice	12/22/2022	Payment for Calf Canyon Response	0.00	1,581.00	
4964	AT & T MOBILITY LLC		01/05/2023 Regular	0.00	8,913.18	123133
<u>287289566455X1</u>	Invoice	01/05/2023	MONTHLY CELL PHONE BILL NOV 22	0.00	8,913.18	
50	EMW GAS ASSOCIATION		01/05/2023 Regular	0.00	9,770.90	123141
<u>01.23 0500</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	627.48	
<u>01.23 0580</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	611.06	
<u>01.23 1850</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	982.34	
<u>01.23 1860</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	540.80	
<u>01.23 1990</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	183.97	
<u>01.23 2330</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	490.31	
<u>01.23 3680</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	315.64	
<u>01.23 4090</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	34.40	
<u>01.23 4510</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	313.47	
<u>01.23 5390</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	720.70	
<u>01.23 5690</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	154.18	
<u>01.23 5870</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	377.24	
<u>01.23 6000</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	2,445.64	
<u>01.23 6140</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	679.99	
<u>01.23 6230</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	413.17	
<u>01.23 6380</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	25.23	
<u>01.23 9250</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	499.84	
<u>01.23 9530</u>	Invoice	01/04/2023	Monthly Gas Billing	0.00	355.44	
5019	GLOBE LIFE & ACCIDENT INSURANCE		01/05/2023 Regular	0.00	163.00	123145
<u>INV0001014</u>	Invoice	01/05/2023	Globe Life Insurance	0.00	163.00	
51	ESTANCIA, TOWN OF		01/05/2023 Regular	0.00	1,539.53	123143
<u>01.23</u>	Invoice	01/04/2023	Montly Water Billing	0.00	126.07	
<u>01.23 1108</u>	Invoice	01/04/2023	Montly Water Billing	0.00	200.50	
<u>01.23 1112</u>	Invoice	01/04/2023	Montly Water Billing	0.00	432.36	
<u>01.23 249</u>	Invoice	01/04/2023	Montly Water Billing	0.00	126.07	
<u>01.23 291</u>	Invoice	01/04/2023	Montly Water Billing	0.00	49.62	
<u>01.23 373</u>	Invoice	01/04/2023	Montly Water Billing	0.00	102.95	
<u>01.23 40</u>	Invoice	01/04/2023	Montly Water Billing	0.00	266.57	
<u>01.23 750</u>	Invoice	01/04/2023	Montly Water Billing	0.00	235.39	
5189	SUNRISE BANK		01/05/2023 EFT	0.00	1,029.39	42
<u>INV0001024</u>	Invoice	01/05/2023	Sunrise Loan	0.00	1,029.39	
5193	UNIVERSAL BACKGROUND SCREENING		01/05/2023 Regular	0.00	254.79	123175
<u>202210013415</u>	Invoice	12/29/2022	Background Screenings and Drug Tests	0.00	254.79	
5304	CMI, INC.		01/05/2023 Regular	0.00	247.10	123136
<u>8054326</u>	Invoice	12/22/2022	IR8000 Gas Canister	0.00	247.10	
5307	NUBE GROUP		01/05/2023 Regular	0.00	54.36	123160
<u>IN59616</u>	Invoice	01/04/2023	Copy overage charges	0.00	54.36	
5308	DIRECTV, LLC.		01/05/2023 Regular	0.00	217.87	123140
<u>069212456X2210</u>	Invoice	12/27/2022	DIRECT TV FOR FIRE ADMIN	0.00	217.87	
5335	SOUTHERN TIRE MART		01/05/2023 Regular	0.00	1,130.88	123167
<u>5020053783</u>	Invoice	01/04/2023	Tires	0.00	1,130.88	
5341	TLC PLUMBING & UTILITY		01/05/2023 Regular	0.00	881.40	123172
<u>SM54354701</u>	Invoice	12/28/2022	Freezer not working	0.00	881.40	
5380	VOYA HOLDINGS, INC.		01/05/2023 Bank Draft	0.00	1,865.55	DFT0000208
<u>INV0001030</u>	Invoice	01/05/2023	Voya	0.00	1,865.55	

Check Report

Date Range: 12/23/2022 - 01/05/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5389	VIA HOMES & DEVELOPMENT LLC	01/05/2023	Regular	0.00	3,332.18	123176
<u>36</u>	Invoice	01/03/2023	JIG JJCC Via Homes Development	0.00	3,332.18	
5408	BANK OF AMERICA	01/05/2023	Regular	0.00	197.26	123134
<u>TCFD EMS</u>	Invoice	01/04/2023	PO Request for 5.11 Boot for EMS Sanche	0.00	197.26	
5426	SENERGY PETROLEUM, LLC	01/05/2023	Regular	0.00	556.44	123166
<u>INV0001003</u>	Invoice	01/04/2023	Fuel For Road Department Fleet	0.00	556.44	
5450	AMAZON BUSINESS	01/05/2023	Regular	0.00	35.54	123130
<u>1KP7-DGR7-7Y1Q</u>	Invoice	12/28/2022	vacuum cleaner bag	0.00	35.54	
5450	AMAZON BUSINESS	01/05/2023	Regular	0.00	3,412.23	123131
<u>14FP-1QHH-DPQ</u>	Invoice	12/28/2022	TCFD District 5 Signs due to Safety	0.00	44.97	
<u>19VP-KN6M-9N1</u>	Invoice	01/04/2023	Office Supplies	0.00	106.27	
<u>1NH6-WJ3W-1G</u>	Invoice	12/30/2022	Rifle Accessories	0.00	1,955.08	
<u>1XML-Q99N-M93</u>	Invoice	01/05/2023	TCFD and EMS Health and Safety	0.00	1,298.92	
<u>INV0001000</u>	Invoice	12/28/2022	Commission Room Name Plate	0.00	6.99	
5539	SUMMITT FIRE & SECURITY LLC	01/05/2023	Regular	0.00	14.52	123170
<u>588003435 A</u>	Invoice	01/04/2023	Locking System	0.00	14.52	
5593	JOHN SHOMAKER & ASSOCIATES, INC.	01/04/2023	Regular	0.00	2,842.04	123128
<u>INV0001006</u>	Invoice	01/04/2023	Geohydrological Professional Services	0.00	2,842.04	
5593	JOHN SHOMAKER & ASSOCIATES, INC.	01/04/2023	Regular	0.00	11,262.05	123129
<u>INV0001005</u>	Invoice	01/04/2023	Geohydrological Professional Services	0.00	11,262.05	
5621	MAGOURILOS, FRANK G.	01/05/2023	Regular	0.00	1,583.00	123153
<u>INV0001004</u>	Invoice	01/04/2023	Evaluation Contract	0.00	1,583.00	
859	BOUND TREE MEDICAL, LLC	01/05/2023	Regular	0.00	2,559.71	123135
<u>84792486</u>	Invoice	12/28/2022	Bound Tree PO Resubmittal PO37986	0.00	1,405.06	
<u>84794146</u>	Invoice	12/28/2022	Bound Tree PO Resubmittal PO37986	0.00	438.65	
<u>84795710</u>	Invoice	12/28/2022	Bound Tree PO Resubmittal PO37986	0.00	716.00	
VEN01112	Quick Med Claims LLC	01/05/2023	Regular	0.00	879.74	123163
<u>INV26152</u>	Invoice	01/04/2023	QMC Monthly Fee	0.00	879.74	
VEN01140	Warrior, Kendra	01/05/2023	Regular	0.00	2,458.20	123178
<u>KW12202022</u>	Invoice	12/22/2022	Payment for Calf Canyon Fire response	0.00	2,458.20	

Bank Code Main Checking Summary

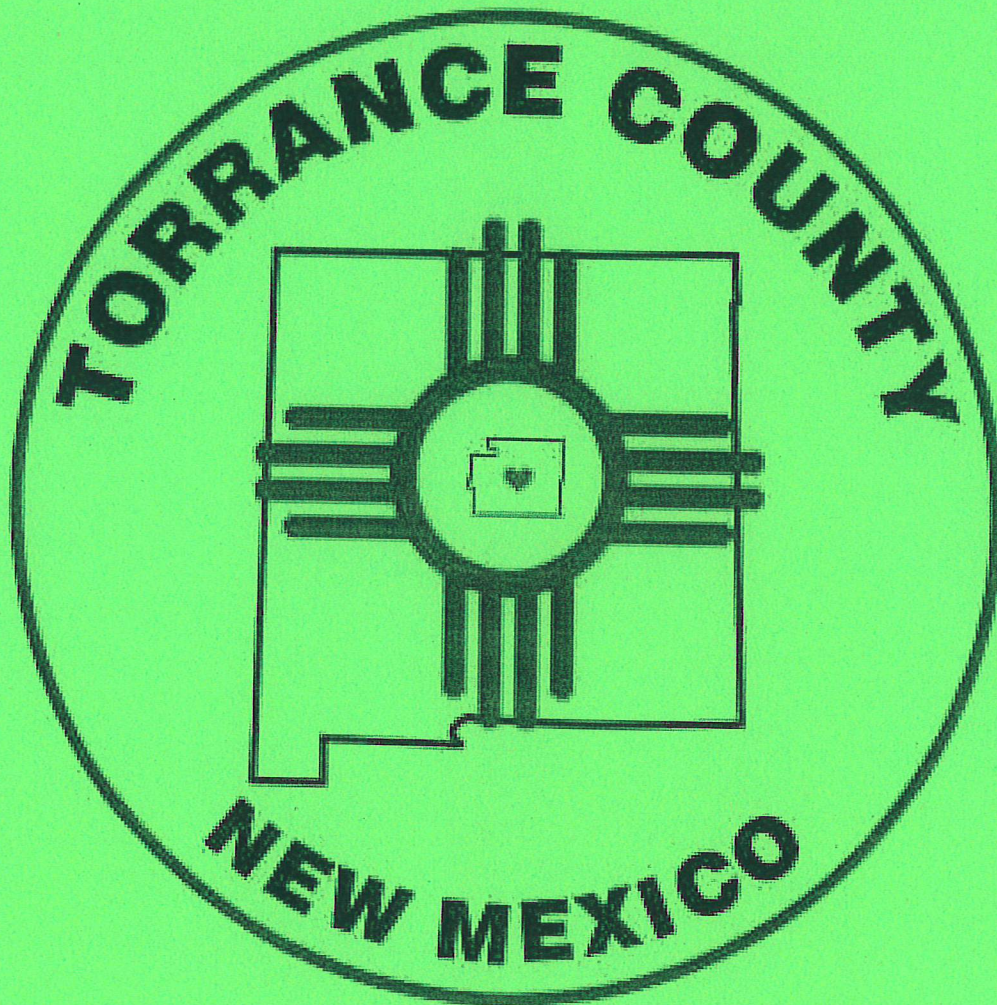
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	52	0.00	110,278.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	4	4	0.00	97,141.68
EFT's	2	2	0.00	2,179.68
	110	60	0.00	209,600.28

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	104	52	0.00	110,278.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	4	4	0.00	97,141.68
EFT's	2	2	0.00	2,179.68
	110	60	0.00	209,600.28

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2023	209,600.28
			209,600.28



Agenda Item
No. 12



Agenda Item
No. 13-A

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TORRANCE COUNTY
BOARD OF COUNTY COMMISSONERS
RESOLUTION NO. R 2023-

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT TO
PLAN DESIGN, CONSTRUCT, FURNISH, AND EQUIP IMPROVEMENTS TO THE
COUNTY FAIRGROUNDS IN ESTANCIA IN TORRANCE COUNTY (22-G3049)**

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 437, the
Legislature made an appropriation to the Department of Finance and Administration, Local
Government Division, hereinafter called "DFA/LGD," funds from which DFA/LGD is making
available to Torrance County, hereinafter called the "Grantee," pursuant to the appropriation
agreement; and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Two Hundred
Sixty-Eight Thousand Eight Hundred Dollars (\$268,800.00) to plan, design, construct, furnish,
and equip improvements to the County Fairgrounds in Estancia in Torrance County; and

WHEREAS, the DFA/LGD has submitted an agreement to Grantee for acceptance and
the Grantee is accepting the grant of funds in accordance with the terms and conditions of the
appropriation agreement.

NOW, THEREFORE BE IT RESOLVED: by the governing body of TORRANCE
COUNTY that Grantee agrees to the terms set forth in the agreement and Janice Y. Barela,
County Manager, or successor, or her alternate, Juan Torres, Deputy County Manager, or
successor, is authorized on behalf of the Grantee to sign the Grant Agreement for this project, act
as the project contact, and serve as the point of contact to sign all other documents necessary to
fulfill the Grant Agreement and requirements.

DONE THIS 11 DAY OF JANUARY, 2023.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney _____ Date _____

Kevin McCall, Member, District 1

Ryan Schwebach, Chair, District 2

Vacant, District 3

ATTEST:

Sylvia Chavez, Acting County Clerk

Date: _____

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Torrance County**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 437, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

22-G3049 \$268,800.00 APPROPRIATION REVERSION DATE: June 30, 2026
Laws of 2022, Chapter 53, Section 30, Paragraph 437, Two Hundred Sixty Eight Thousand Eight Hundred Dollars and Zero Cents (\$268,800.00), to plan, design, construct, furnish and equip improvements to the county fairgrounds in Estancia in Torrance county;

The Grantee's total reimbursements shall not exceed Two Hundred Sixty Eight Thousand Eight Hundred Dollars and Zero Cents (\$268,800.00) to (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁴²³, if applicable, Zero Dollars and Zero Cents (\$0.00), which equals Two Hundred Sixty Eight Thousand Eight Hundred Dollars and Zero Cents (\$268,800.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁴²⁴ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

⁴²³ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

⁴²⁴ "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Janice Barela
Title: County Manager
Address: P O Box 48, Estancia, NM, 87016
Email: jbarela@tcnm.us
Telephone: 505-544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County
Name: Lori Archuleta
Title: Financial Analyst
Address: P O Box 48, Estancia, Nm, 87016
Email: larchuleta@tcnm.us
Telephone: 505-544-4703

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Rick Chavez
Title: Program Manager
Address: Bataan Memorial Bldg. Room 202, Santa Fe, NM 87501
Email: Rick.Chavez@DFA.NM.GOV
Telephone: 505-670-7320

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
 - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Torrance County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Torrance County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Torrance County** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Torrance County** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **Torrance County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Torrance County** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By:

Its: Division Director

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. ☐ GF ☐ GOB ☒ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

- III. Fiscal Year :** 2023 (July 1, 2022-June 30, 2023)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

- IV. ☐ Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

- V. ☐ Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

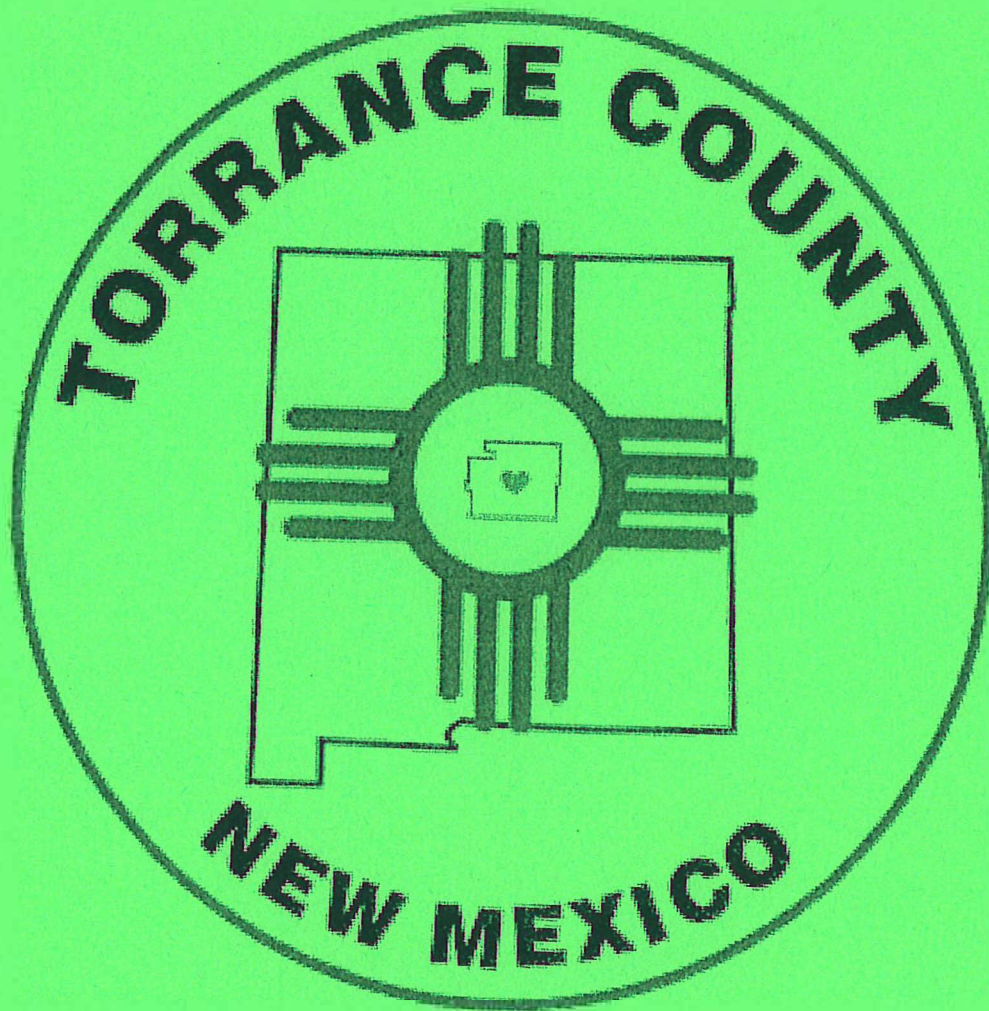
Department Rep. Approver: _____

Title: _____ Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



Agenda Item
No. 13-B

TORRANCE COUNTY RESOLUTION

Resolution No. _____

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the TORRANCE, that the County Chairperson, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2024 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of 12/14, 2022.

County Commission Chairperson

Attest:

DWI Planning Council Representative

County Clerk (SEAL)

MEMORANDUM OF UNDERSTANDING

The TORRANCE County DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

County Commission Chairperson (or Designee)
(Please Print)

Signature

Date

Donnie Quintana, Director
Local Government Division

Date

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program

Fiscal Year 2024: July 1, 2023 – June 30, 2024

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The **ten percent cap for capital purchases does not apply to the Detoxification Grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

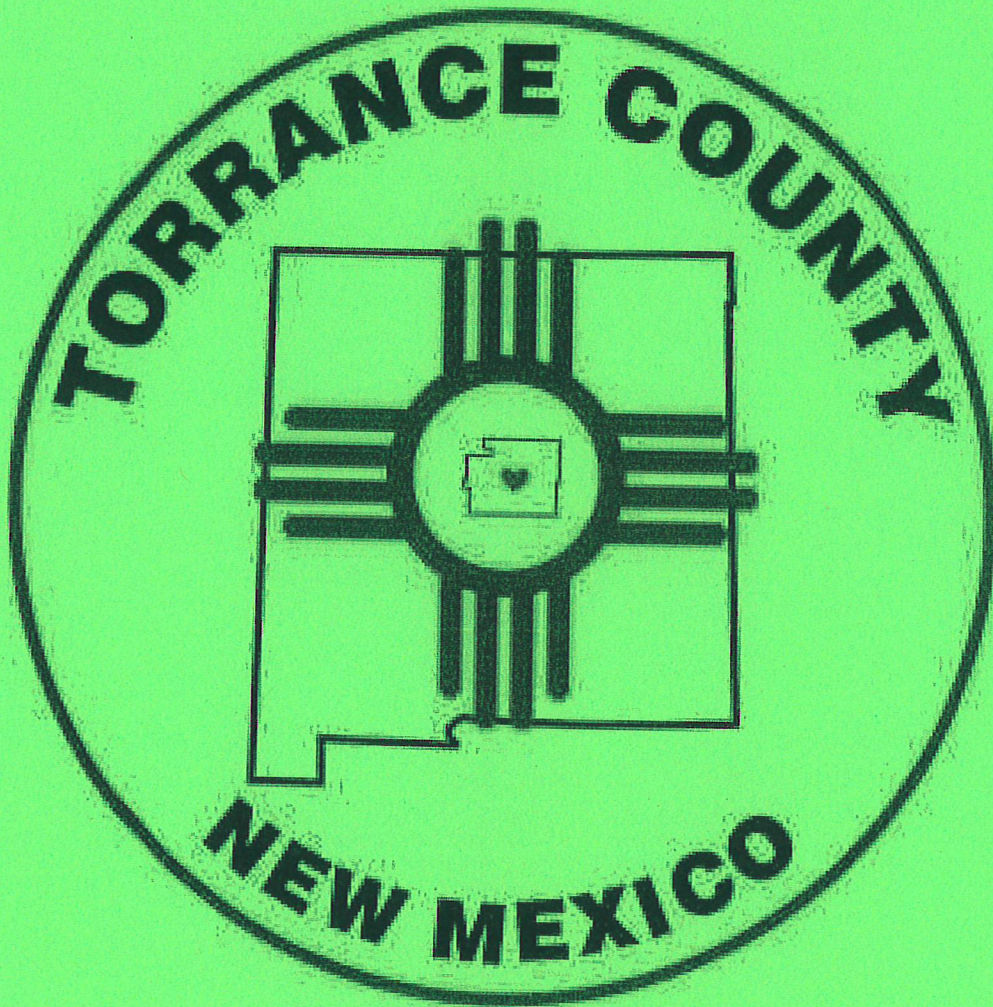
15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

JANICE Y. BARELA, COUNTY MANAGER

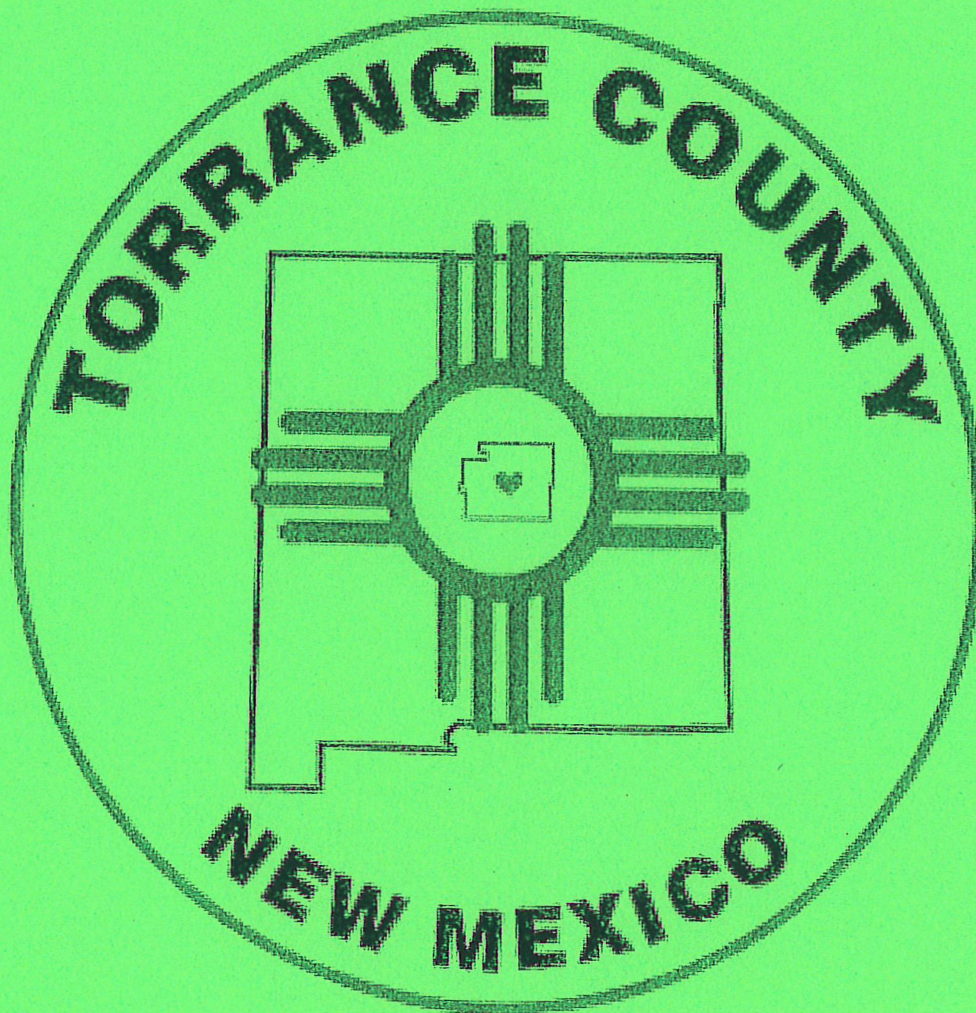
County Commission Chairperson (or Designee) (Please Print)

Signature

Date



Agenda Item
No. 14-A



*Agenda Item
No. 14-B*



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-386956	06/30/2022	1 of 1

Questions:
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

PRIOR YEAR AP

Bill To: Cooperative Educational Services
P.O. Box 81045
Albuquerque, NM 87198

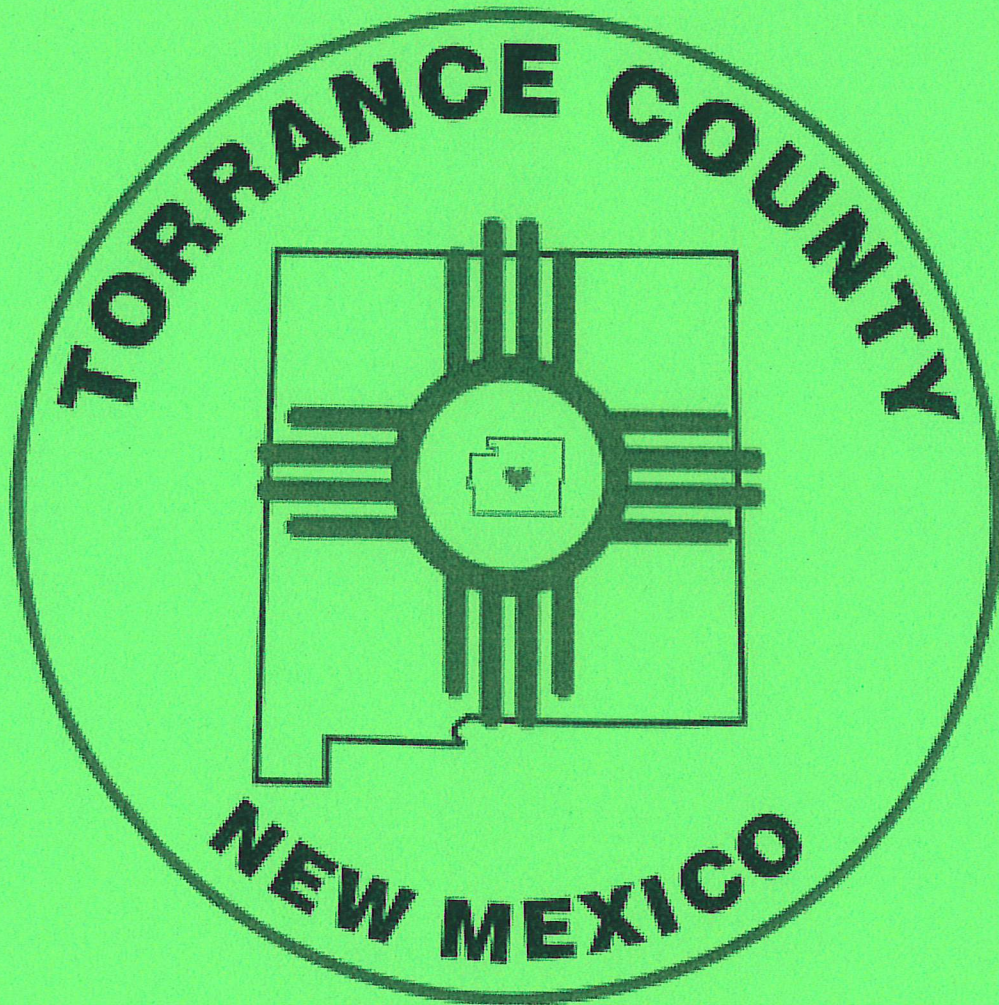
Ship To: Torrance County
P.O. Box 48
Estancia, NM 87016-0048

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
54200	139812	2020-115526	USD	NET45	08/14/2022
Date	Description	Units	Rate	Extended Price	
Jun 20 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	4.25	130.00	552.50	
	Provide go-live assistance - Core Financials				
Jun 20 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	4.75	130.00	617.50	
	Provide go-live assistance - Employee Manual History (EMH)				
Jun 21 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	11	130.00	1,430.00	
	Provide go-live assistance - Core Financials				
Jun 22 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	8.5	130.00	1,105.00	
	Provide go-live assistance - Core Financials				
Jun 23 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	9.25	130.00	1,202.50	
	Provide go-live assistance - Core Financials				
Jun 24 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	6	130.00	780.00	
	Provide go-live assistance - Employee Manual History (EMH)				
Jun 27 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	8	130.00	1,040.00	
	Provide go-live assistance - EMH Continued				
Jun 28 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	8	130.00	1,040.00	
	Provide go-live assistance - EMH Continued				
Jun 29 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	9	130.00	1,170.00	
	Provide go-live assistance - EMH Continued				
Jun 30 2022	Douglas Sebert Torrance County, NM 2020-115526 Incode Financials	9	130.00	1,170.00	
	Provide go-live assistance - EMH Continued				
Jun 27 2022	Gray Bullis Torrance County, NM 2020-115526 Incode Financials	8.2	130.00	1,066.00	
	Provide go-live assistance - Core Financials Assistance				
Jun 28 2022	Gray Bullis Torrance County, NM 2020-115526 Incode Financials	5	130.00	650.00	
	Provide go-live assistance - Core Financials Assistance				
Jun 29 2022	Gray Bullis Torrance County, NM 2020-115526 Incode Financials	8	130.00	1,040.00	
	Provide go-live assistance - Core Financials Assistance				
Jun 30 2022	Gray Bullis Torrance County, NM 2020-115526 Incode Financials	2	130.00	260.00	
	Provide go-live assistance - Core Financials Assistance				
Jun 27 2022	Shauna Swenson Torrance County, NM 2020-115526 Eagle Assessor and Treasurer	0.5	150.00	75.00	
	Eagle Tax Project Management - Time Entry				
Jun 28 2022	Shauna Swenson Torrance County, NM 2020-115526 Eagle Assessor and Treasurer	0.5	150.00	75.00	
	Eagle Tax Project Management - Time Entry				
Jun 28 2022	Theresa Kimberlin Torrance County, NM 2020-115526 Eagle Assessor and Treasurer	0.5	150.00	75.00	
	Eagle Treasurer Review data and reconcile to source system - WK 3				
Jun 29 2022	Theresa Kimberlin Torrance County, NM 2020-115526 Eagle Assessor and Treasurer	0.5	150.00	75.00	
	Eagle Treasurer Review data and reconcile to source system - WK 3				
Jun 30 2022	Theresa Kimberlin Torrance County, NM 2020-115526 Eagle Assessor and Treasurer	0.5	150.00	75.00	
	Eagle Treasurer Review data and reconcile to source system - WK 3				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	13,498.50
Sales Tax	1,105.19
Invoice Total	14,603.69



Agenda Item
No. 14-C



Memorandum of Agreement Torrance County



East Mountain Community Emergency Response Team

I. Introduction

This is a Memorandum of Agreement (MOA) dated _____, 20____ between Torrance County and the Community Emergency Response Team (CERT). The purpose of this agreement is to provide partnership and understanding of expectations between Torrance County and CERT.

Torrance County and CERT wish to work together in compliance with the following clauses:

II. Goal

Mutual aid in exercises, training, emergent, and non-emergent situations.

III. Roles and Responsibilities of CERT within Torrance County

1. Aid Torrance County during emergency situations up to level of training under direction of Emergency Management
2. Participate in emergency trainings and exercises
3. Assist in set up and take down of emergency shelters, both people and animal
 - 3.1. CERT members will assist with these shelters for the duration of their need
4. Assist Torrance County with non-emergent events
5. Create and maintain an itemized inventory list of Emergency Management and CERT trailers
 - 5.1. Copies of the inventory list to be kept inside each trailer and at the Office of the Emergency Manager
 - 5.2. CERT will notify Emergency Management of any needed inventory
 - 5.3. See Attachment 1 for full details
6. Provide copies of keys to every locked trailer CERT has access to in Torrance County
7. Operate EM vehicles to transport emergency trailers.
 - 7.1. Must be compliant with Torrance County Road Ready Course to drive said vehicles
 - 7.2. Must comply with Torrance County Fuel Policy
 - 7.3. See Attachment 2 for policy and signature sheet
 - 7.4. Use of emergency lights is prohibited while vehicle is in motion. Lights may be used on scene while vehicle remains in park
 - 7.5. Use of emergency sirens is always prohibited
 - 7.6. When able, must start vehicles, generators and any other equipment once a week and report any problems to Emergency Management
8. May operate Torrance County Mobile Command Unit

- 8.1. With permission from Torrance County Emergency Management
9. Must maintain appropriate FEMA trainings for all members
 - 9.1. Certifications must be submitted to Torrance County Emergency Management
 - 9.2. See Attachment 3 for all required trainings
10. Provide all required documents for emergency response/mutual aid.
 - 10.1. Including but not limited to receipts, timecards, and other documents regarding billing
11. CERT may only respond to emergencies where the Emergency Manager has requested their assistance

IV. Roles and Responsibilities of Torrance County

1. Maintain proper documentation for CERT member certifications once received.
2. Include CERT members in trainings and exercises within Torrance County, as applicable to CERT.
3. Communicate opportunities for CERT members to complete Torrance County Road Ready Course and any other course/training required to stay compliant with Torrance County policies.
4. Torrance County will notify CERT members when emergency/non-emergent events occur that appropriately require CERT assistance.
5. Emergency Management will notify CERT members with as much time as the event allows.
 - 5.1. There is to be an understanding that an emergency may not allot for extended notification time.

V. Principal Contacts

Principal Contacts may be changed in writing as needed by their respective organization.

The principal contact for each of the organizations are:

Torrance County Emergency Management

Samantha O'Dell, Emergency Manager

sodell@tcnm.us

(505) 544-4727

Community Emergency Response Team

Vicki Voyles, Coordinator East Mountain CERT

eastmountaincert@gmail.com

(505) 205-6315

VI. Effective Dates and Amendments

Upon the signing of both parties, this MOA will take effect and will remain in effect for 1 year from the signed date unless agreement not met prior to the completion of the year.

This MOA may be renewed after the 1-year period by written agreement between both parties.

This MOA will be duly executed by the entity each signing party represents.

VII. Termination

Any party may terminate this Agreement at any time and for any reason by giving a 30-day written notice to the other party.

VIII. No Joint Venture

Torrance County and CERT agree that neither party are entering into a Legal Partnership or other business arrangement, nor does this agreement undertake any monetary gain for either party.

IX. Entirety

This Agreement is the complete understanding between Torrance County and CERT.

Signature:

Date:

Janice Y Barela

Torrance County Manager

Signature:

Date:

Ryan Schwebach

Torrance County Commission Chair

Signature:

Date:

Vicki Voyles, Coordinator

East Mountain CERT

Attachment 1. Torrance County Emergency Management Trailers

- CERT Trailer
- Animal Shelter Trailer
- Shelter Trailer for people
- Storage Trailers (2) stored at Torrance County Dispatch



TORRANCE COUNTY FINANCE AND PURCHASING POLICY

Attachment A

1. SECTION I: General Provisions

1.1. Purpose

The purpose of this policy is to establish regulations for purchases made within the entity of Torrance County, set regulations for the use of fuel cards and procurement cards (P-card), to set procedures for budget adjustments, and outline procedures when purchases are unauthorized or the misuse of fuel cards or P-cards.

1.2. Scope

This Policy applies to all Torrance County Staff, Elected Officials, and Volunteers. This Policy Supersedes all previous purchasing, budget adjustment procedures, and fleet card & Procurement card policies.

1.3. Employee Knowledge and Information of Policy

The County Manager or County Manager's designee shall provide a copy of this Policy to current employees and to all new employees with instructions to read and know all the provisions of these rules. Employees, Elected Officials, and volunteers shall sign a form acknowledging both receipt and understanding of the provisions of this Policy.

1.4. Interpretation of Policy and Supplements

In any case that a provision of this Policy is vague or unclear, the County Manager and/or County Attorney shall provide a written supplement for clarification of the provision, which shall be implemented by all Departments and offices.

2. SECTION II: Definitions

- 2.1. **Budget Increase**
The increase of the operating budget of a fund both on the expense and revenue sides.
- 2.2. **County Facility**
Any building or land owned or leased by Torrance County
- 2.3. **Fleet Card**
Card assigned to a vehicle that is used for fuel purchases, carwashes, and other vehicle related purchases such as emergency-related repairs as approved by a Fleet Card Administrator.
- 2.4. **Fleet Card Administrator**
The individuals who have administrative rights, ability to make changes, add new cards, and maintain access over the Fleet Cards: County Manager, Deputy County Manager, Finance Director and Chief Procurement Officer.
- 2.5. **Finance Department**
The office and/or personnel directly responsible for establishing budgetary control for expenditure of funds and accounts payable procedures for payment of purchases made.
- 2.6. **Inter Fund**
Transactions between two funds.
- 2.7. **Intra Fund**
Transactions within the same fund.
- 2.8. **Journal Entry**
A transaction for recording or correcting revenue and expenditure activity.
- 2.9. **Line-Item Transfer**
The transfer of funds from one line item to another.
- 2.10. **Procurement Card (P-Card)**
Card that is used for other purchases outside the aspect of a Fleet Card in accordance with NM State Statutes
- 2.11. **Procurement Card Administrator**
The individuals who have administrative rights over the Procurement Cards: County Manager, Deputy County Manager, Finance Director, and the Chief Procurement Officer (CPO).

2.12. Purchase

A purchase is the commitment, obligation, and/or expenditure of Torrance County supervised funds to obtain goods or services.

2.13. Purchase Order

A document generated by the County for the purpose of procuring goods or services from an authorized vendor. Purchase Orders shall include but not be limited to descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and other associated terms and/or conditions. Purchase Orders are issued to a specific vendor and when accepted by the vendor, becomes a binding contract between the parties.

2.14. Unauthorized Purchases

Any purchase that does not comply with the Torrance County Finance and Purchasing Policy (this policy).

3. SECTION III: Purchasing Procedures

3.1. Administration

The CPO shall be responsible for the administration of this Section III of this Policy to ensure that all provisions of law and this Policy are followed. Supplements issued by the Chief Procurement Officers shall be approved by the County Commission or Commission and copies of all supplements shall be attached to and made a part of this Policy. Upon the absence of the Chief Procurement Officer, the Finance Director will be responsible for administration of this Policy.

3.2. Implementation.

3.2.1. The CPO is the general terms for the individual or offices designated by the County Commission to fulfill the responsibility and functions of the CPO as provided in this Policy.

3.3. User Authority and Responsibility

3.3.1. Only individuals authorized by the Department's Elected Official or Department Director shall be permitted to request Torrance County purchases consistent with the provisions of this Policy. Authorization shall be submitted to the CPO. All authorized Users shall receive and sign for a copy of this Policy and shall thereby be responsible for the knowledge and appropriate compliance and use of the provisions of this Policy.

3.3.2. An Authorized User list shall be signed and kept on file in the Finance Department. Without the signed list by the Elected Department Official or Department Director no Purchase Order will be issued.

3.3.3. Authorized Users may contact vendors to obtain technical information, prices, and delivery information for planning purposes. Finance Department personnel will review the technical information, confirm prices are reasonable, ensure availability of County funds, and issue a Purchase Order. All quotations documented or received by Users shall be attached to the Purchase Order.

3.4. Unauthorized and Questionable Purchases

Any purchase which is not legally and appropriately approved within the County budget or by other County Commission action, or which does not comply with the provisions of the State Statutes, particularly the State Procurement Code (Section 13-1-28 et seq. NMSA 1978) and the provisions of this Policy, shall be considered an unauthorized County purchase and thereby not subject to payment by the County.

The County hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment. All questionable purchases shall be submitted to the County Manager for County Commission review and determination under the provisions of this Policy.

3.5. Commission Approval of Unauthorized Purchases

Any purchase determined to be unauthorized shall be considered for approval of payment at a public meeting of the County Commission. Unauthorized purchases shall not be approved or processed for payment prior to Commission approval, and Commission meeting minutes shall be attached to the purchasing transaction file for audit purposes.

3.6. Penalties

Persons knowingly violating the State Procurement Code, this Policy, or other state law may be subjected to a civil penalty for each violation in accordance with New Mexico State Law. Individuals are also subject to disciplinary action in accordance with the County Personnel Ordinance.

3.7. Consistency with State Procurement Code.

The provisions of this Policy are subject to change in accordance with New Mexico Statute or State Procurement Code changes. Any change that is inconsistent with the provisions of this Policy shall be resolved in favor of the State Statutes or State Procurement Code. All authorized Users shall be given a copy of each change and notified that it is in effect.

3.8. Standard Purchasing Procedure Applicability

"Standard Purchases" are described as systematic, planned, and necessary purchases for administration and operation of a project, division, and/or Department. There shall be no exception to these standard procedures except as provided in "Emergency Purchases" in Section 3 of this Policy.

3.9. Requesting a Purchase:

Requisition for Purchase. All Standard Purchases as authorized by this section require that a Torrance County *Purchase Order* be issued prior to placing an order or making a purchase. *Purchase Orders* shall only be issued after proper approval and submission of a *Requisition for Purchase Form*. All *Requisitions for Purchase Forms* shall be submitted to the Finance Department

3.9.1. The approval process for a *Requestion for Purchase* is as follows:

3.9.1.1. Line-item Audit will be completed by a staff member of the Finance Department.

3.9.1.2. CPO, Finance Director and County Manager will review to ensure *Requestion for Purchase* is in accordance with this policy and State Procurement Code.

3.9.1.3. All grant funds must also be approved by the Grant Manager.

3.9.1.4. All appropriations must also be approved by the Appropriations Manager.

3.9.1.5. All *Requestion for Purchase* may be rejected at any level for inaccurate, incomplete, non-allowable purchase or other reason.

3.9.2. Vendor Name and Complete Address - The business to which the purchase order will be issued as well as the complete address for that vendor, per the W9 or applicable notice of address.

3.9.3. Vendor Number - To be taken from the mainframe database or listing of vendors. A vendor number for each vendor shall be assigned by the Finance Department. A vendor number shall be on file for the vendor prior to issuance of a purchase order. It is the user's responsibility to obtain and provide a W9 for a new vendor as well as complete the new vendor request form. Without proper and complete documentation, a new vendor shall not be entered into the system.

3.9.4. Quantity - Specify a unit and the approximate amount per unit being requested. Units may be "each", "box", "gals.", "reams", "pounds", etc. If exact quantity is not known, Users shall provide the best estimate of quantity.

- 3.9.5. Description of Item - The description of the items or services shall be sufficiently complete to identify the item being purchased. Services that have been obtained through the use of an agreement shall reference the agreement number and attach a copy of the agreement. Services that have been obtained through the use of a bid shall reference the bid number.
- 3.9.6. Unit Cost – Estimated cost per unit.
- 3.9.7. Total Cost - Calculation of the quantity multiplied by the unit cost. If exact cost cannot be determined, Users shall provide the best estimate of cost.
- 3.9.8. Department - Enter name of Department initiating the purchase order.
- 3.9.9. Department Approval - Signature of the Department Head or authorized User, as recorded by the Purchasing Office.
- 3.9.10. Line Item - The appropriate budget line-item number to be charged. It is the authorized User's responsibility to assign the correct line-item number to the purchase order. Multiple line-item accounts may be included in the purchase order.
- 3.9.11. Quotes – Shall be annotated on *Requisition for Purchase Form* and attached.

3.10. Authorization of Purchase Orders

Once a *Requisition for Purchase Form* is completed and the purchase is properly authorized, the CPO shall issue a *Purchase Order* that includes date of authorization and number assignment. The User Department shall inform the vendor that the purchase order number shall be included on any invoice submitted to the County for payment.

Purchases executed prior to obtaining a purchase order are prohibited except as otherwise provided in "Emergency Purchasing Procedures", Section III of this Policy.

Adding different items to a purchase order after it has been authorized is prohibited. However, a purchase order may be corrected provided that there is a reasonable explanation for the correction and funds are available. A *Correction to Existing Purchase Order* form shall be completed by the User Department Head and approved in accordance with 3.9.1 of this policy.

3.11. Over Expenditures

A purchase order shall not be issued, approved, or processed in a case where the indicated line item will be over expended, except as approved by the Finance Director in accordance with State and County regulations and provisions, and provided there are legally sufficient budget balances available elsewhere. It shall be the primary responsibility of the authorized User to ensure sufficient funds are available prior to initiating a request for purchase. The Finance Director shall provide sufficient information, data, or reports, upon request, to keep authorized Users properly updated on budget balances, and shall notify any office, Department, or agency head, after analysis of the monthly budget report, of any indications of any existing or impending budget balance issues.

3.12. 2.9 Competitive Purchases

Authorized Users shall insure that all purchases are made at the best possible prices. Purchases shall be made in accordance with the following provisions, also not inclusive of NM Gross Receipts Tax:

- 3.12.1.** \$4,999.99 or less. Purchases may be processed after obtaining the best price from vendors. Award can be made if the authorized User/CPO determines that the price received is reasonable. The authorized User/CPO is not precluded from obtaining quotes from more than one vendor if the authorized User/CPO determines that the price is not reasonable or determines that it is in the best interest of the County.
- 3.12.2.** \$5,000 to \$29,999.99. Written Quotes. Purchases shall be made according to the best obtainable price, provided at least three (3) bona fide written quotes from different vendors are obtained on the offeror's official letterhead or quote form, and submitted for approval with the *Requisition for Purchase* form. If three (3) bona fide written quotes cannot be obtained, the authorized User shall submit written documentation to the CPO as specified in section 3.12.4. These quotes are required to be recorded on *Requisition for Purchase* form.
- 3.12.3.** \$30,000 and above. All purchases exceeding \$30,000 require formal bid procedures as specified by State regulations and shall be processed and executed by the CPO, through formal procedures. Bids may be rejected in the event that they are in excess of budgetary limits, are non-responsive to specifications, or due to irregularities in the bid's specifications.
- 3.12.4.** Documented and Written Quote Exceptions. In the event there are not three (3) known vendors which have goods/services available, fewer than three (3) quotes are permissible, provided the User attaches the quotes obtained and identifies, on the quote form or on separate attachment the names of other vendors contacted who could not provide the goods/services. Written Quote Exceptions are outlined in NMAC (1978) § 1.4.1.51(A).

3.12.5. State Purchasing Contracts and Cooperative Bid Exceptions.

An Invitation-for-Bid (ITB) or Request-for-Proposal (RFP) are not required for purchases under this section. Purchases may be made providing that the vendor has a Statewide Purchasing Contract, or a qualified, documented procurement done by another State or local government agency or an approved external procurement unit. Any such purchase shall include appropriate written authorization for Torrance County's use, either in the original solicitation or in writing by both the original procuring agency and the vendor.

State purchasing contract numbers shall be identified on the purchase order requisition and a copy of the contract shall be attached to the permanent copy of the purchase order.

The County may purchase goods and services cooperatively through another local public body's solicitation process consistent with State regulations.

The County may allow purchase of goods and services cooperatively to another local public body through the County's procurement process, Torrance County shall be held harmless, and it is the responsibility of using agency to abide by State regulations.

- 3.12.6. Invitation-for-Bid (ITB) or Request-for-Proposal (RFP)s.** Scope-of-Work shall be written to facilitate the need of the County for a particular good or service to perform a function. Written Scope-of-Work for purchases shall not be "closed or exclusive", or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by wording "or equal" and all specifications regardless of wording shall be considered as "or equal". It shall be the authorized User's responsibility to ensure that all specialized technical aspects of Scope-of-Work are correct and appropriate. It shall be the CPO's responsibility to review and ensure that all other provisions, procedures, and considerations are correct and appropriate, and to address any questionable, unusual, or inappropriate specifications prior to processing.

3.13. Sole Source Purchase

A sole source purchase is only permitted in cases where only one vendor provides the required goods and/or service. The CPO shall certify and execute the sole source purchase according to the New Mexico State Procurement Code.

3.14. Procurement of Professional Services

Professional services shall be procured at the best negotiated price, provided the

following thresholds are not exceeded (excluding NM Gross Receipts Tax):

3.14.1. Architectural or engineering professional services - \$50,000.

3.14.2. Landscape architectural or surveying professional services - \$10,000.

3.14.3. All other professional services - \$60,000.

3.14.4. Professional services having a value which exceeds the maximum thresholds outlined above will be solicited as outlined in the State Procurement Code and this Policy.

3.15. Emergency Purchases

Emergency purchases are permissible provided they are in accordance with the following provisions:

3.15.1. An emergency purchase is permissible when there is an existing condition that creates a threat to public health, welfare, or safety. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction that cannot be met through normal procurement methods and the lack of which would:

3.15.1.1. Seriously threaten the functioning of government,

3.15.1.2. The preservation or protection of property,

3.15.1.3. The health or safety of any person.

3.15.2. Emergency conditions shall be determined by the County Manager with the concurrence of the CPO. The Finance Department shall maintain records of all emergency purchases for a minimum of three years.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the procurement file.

The CPO shall certify and execute the emergency purchase according to the New Mexico State Procurement Code.

3.15.3. Other Emergent Procurement. These procurements are defined as an unanticipated procurement necessary to fulfill the mission of the County. These Purchase Orders may be issued by the CPO, Finance Director, County Manager or County Manager's designee in situations where standard procurement procedures are otherwise unavailable. Purchase Orders issued under this provision shall not exceed fifteen hundred 1,500 dollars unless County Manager or County Manager's designee and the CPO or Finance Director are in concurrence.

3.15.4. Written Determination. The requesting Department shall attach a written determination with the emergency or Emergent purchase request when feasible as determined by the Chief Procurement Officer.

3.15.5. In the event when a verbal approval is granted for a purchase by the Chief Procurement Officer, County Manager, Deputy County Manager, or Finance Director, the end user shall turn in a written request the next business day but no more than one calendar week from time of verbal approval is given.

3.16. Personal Use Prohibited

No purchases shall be made for the purpose of personal or private use.

4. Section IV: Accounts Payable Procedures

4.1. Invoices

An invoice is an itemized list submitted by the vendor to the County for payment of goods or services delivered to the County. It is the responsibility of the vendor to ensure that a purchase order is provided prior to issuing goods or services and the vendor shall include the purchase order number on the invoice submitted to the County for payment. In cases where purchase order numbers are not included on the invoice, the vendor shall be informed of their responsibility to include this information. The Finance Department, at its discretion, is authorized to return any invoices which do not reference a valid purchase order number. The County will not be responsible for purchases made without an executed and authorized purchase order.

The vendor shall be notified that repeated improper invoicing is sufficient cause to exclude the vendor from the County's purchasing program. Also, the County may refuse payment in any case that there is an unauthorized purchase. All invoices shall be mailed to the County Manager's Office at PO Box 48, Estancia, NM 87016 or submitted electronically to invoices@tcnm.us. Payment will not be guaranteed for any other invoices sent to other addresses.

4.2. Utilities

All utility invoices (county cell phones, office phones, fax, internet, electric, gas, water, sewer, etc.) shall be processed by the Finance Department and a *Receiving and Accounts Payable Report* created. A copy of the invoice and *Receiving and Accounts Payable Report* will be sent to the respective Departments for their records. Department heads shall be responsible for reviewing all utility invoices and *Receiving and Accounts Payable Reports* and notifying the Finance Department of any discrepancies or billing inaccuracies.

4.3. Contracts

All contracts with a regular payment, such as a lease, shall be processed by the Finance Department and a *Receiving and Accounts Payable Report* created. A copy of the invoice and *Receiving and Accounts Payable Report* will be sent to the respective Departments for their records. Department heads shall be responsible for reviewing all contract invoices and *Receiving and Accounts Payable Reports* and notifying the Finance Department of any discrepancies or billing inaccuracies *Receiving and Accounts Payable Report*. The Commission Chair, County Manager or County Manager's designee shall sign all contracts.

4.4. All contracts based on set deliverables will be the user's responsibility to submit a Verification of Invoices

Invoices other than invoices for utilities, shall be received, date stamped, and distributed via email to the respective Department by the Finance Department within one business day of receipt. All invoices shall be reviewed by User Departments prior to payment to insure goods or services have been received and to certify authorization for payment. A *Receiving and Accounts Payable Report* shall be fully executed, including an authorized signature, in order for an invoice to be processed for payment. It will be the responsibility of User Departments to ensure outstanding invoices are promptly submitted for payment within 10 calendar days of receipt from Finance Department.

4.5. Processing for Payment

The Finance Department will ensure that all invoices received are appropriately authorized and certified prior to payment. The Finance Department shall be responsible for ensuring that appropriate procedures are established and used for payment after invoices are received to include timely payments and to ensure that discounts are received, and late charges avoided.

4.6. Payments

No reissuance of a check shall happen until 90 days have passed after receiving the affidavit for duplicate check, from the vendor stating non-receipt/lost check.

4.7. Accounts Payable Receiving & Accounts Payable Report

All *Receiving and Accounts Payable Report* forms shall be completed in full when submitting invoices for payment to the Finance Department. *Receiving and Accounts Payable Report* to be completed as followed:

- 4.7.1. Receiving Department - Department that received goods or services that are to be paid for.
- 4.7.2. Vendor Number # - To be taken from the mainframe database or listing of vendors. Numbers for new vendors shall be assigned only through the Finance Department. A vendor number shall be on file for the vendor prior to issuance of a purchase order.
- 4.7.3. Company Received From – Name of vendor where goods or services were received from.
- 4.7.4. Remittance Address – W9 address or applicable notice of address on file that payments shall be sent to.
- 4.7.5. Line Item - The appropriate budget line-item number to be charged. It is the authorized User's responsibility to assign the correct line-item number to the *Receiving and Accounts Payable Report*. Multiple line-item accounts may be included in the *Receiving and Accounts Payable Report*.
- 4.7.6. Purchase Order Number # - purchase order number assigned by the Chief Procurement Officer or other Finance Department Official.
- 4.7.7. Invoice Number # - Vendor generated number that is stated on invoice to be paid.
- 4.7.8. Account Number # - Vendor generated number assigned to purchase from vendor.
- 4.7.9. Quantity - Specific unit and the amount being requested for payment. Units may be "each", "box", "gals.", "reams", "pounds", etc.
- 4.7.10. Description of Good(s) and/or Service(s)- The description of the good(s) and/or service(s) shall be sufficiently complete to identify the good(s) and/or service(s) received. Good(s) and/or service(s) that have been obtained through the use of a purchase agreement shall reference the agreement number and a copy of the agreement shall be attached. Good(s) and/or service(s) that have been procured through a competitive sealed bid/proposal process shall reference the bid number in accordance with NM State Procurement Code.
- 4.7.11. Shipment Status –

4.7.11.1. Complete Shipment (close Purchase Order)

4.7.11.2. Partial Shipment (keep Purchase Order open)

4.7.11.3. Good Condition (shipment accepted)

4.7.11.4. Damaged condition (shipment returned) explain why shipment was damaged and/or returned.

4.7.12. Special Instructions – Additional notes about payment for information on an invoice.

4.7.13. Department Approval – Signature of authorized user on file with the Finance Department.

4.7.14. Reviewed for Payment – Finance Department use only.

4.8. Purchase Voucher

A Purchase Voucher will be filled out when an employee is being reimbursed for an approved purchase. An approved purchase for reimbursement shall only be made when proper procurement steps have been followed. A Purchase Order shall be issued to the employee that will be reimbursed prior to the purchase that is to be reimbursed.

5. Section V: Capital Assets

5.1. All vehicles, furniture, equipment or tangible good (greater than \$5,000) are subject to special delivery and control measures set forth in Torrance County's Finance and Purchasing Policy. Such measures are as follows:

5.1.1. Receiving of Capital Assets. All receiving of Capital Assets shall be received at the Torrance County Administration Building, 205 S Ninth St. Estancia, NM 87016 or at a designated location by the CPO, Finance Director or County Manager or County Manager's designee.

5.1.2. Capital Assets. All Capital Assets shall be received by the County Manager or County Manager's designee, the CPO, Finance Director, Facilities Maintenance Manager, County Manager, or designee shall inspect each Capital Asset and compare it with the Purchase Order to ensure it is the correct item.

5.1.3. Documentation, all Capital Asset documentation received by the respective department shall be submitted to and maintained by the CPO within the Finance Department. A Department may request a copy of all documentation from the Finance Department.

5.1.4. Release. The Capital Assets shall not be released to the Department of Purchase until it is service-ready, in the interim, the Capital Asset shall remain parked/located at the Torrance County Administrative Offices or a location designated by the County Manager, Finance Director and/or the CPO. Service ready being completely outfitted for the asset's intended purpose. A Department may receive and use a vehicle under temporary license plate if vehicle is service-ready.

5.1.5. Service-Ready. Asset is equipped with all required tools necessary for the asset to be used for its intended purpose. Assets are tagged and inventoried appropriately and released to the respective department.

5.2. Vehicles

All county vehicles shall be marked with the County Logo and vehicle number unless otherwise authorized by the County Manager.

5.3. Yearly Verification

All Capital Assets shall be physically verified yearly. The Chief Procurement Officer, Finance Director, and Facilities Maintenance Manager shall inspect and verify or designate a department head or elected official with physically inspecting and verifying all assets.

6. Section VI: Budget Adjustments

6.1. Line-Item Transfers

A Line-Item transfer (LIT) request is to be completed by the Department Head or designee to move funds from one line item to another. LITs are required to transfer funds to cover deficits or future expenditures within the budgeting cycle. All LITs are subject to the Finance Director and County Manager's approval.

6.2. Intra-fund Transfers

6.2.1. Intra-fund LITs will require approval from the Finance Director and the County Manager or County Manager's designee. Once all approvals are obtained, the LIT request will be submitted to the Department of Finance and Administration (DFA) through the Local Government Budget Management System (LGBMS) for the official budget record. Finally, the intra-fund LIT will be recorded by journal entry in the accounting system.

- 6.2.2. The Finance Department will strive to complete all intra-fund LIT requests within one week upon submission to the Finance Director if all necessary approvals can be obtained. Intra-fund LIT will be accepted until the 15th of June for the current fiscal year. New intra-fund LIT requests will not be processed until the final budget is approved by DFA, typically by September 1st. The Finance Director has the right to waive the June deadline for submission of intra-fund LIT requests.

6.3. Inter-fund Transfers

- 6.3.1. Inter-fund LIT will require approval by the Finance Director, County Manager or County Manager's designee, and the County Commission by resolution. Once those approvals are obtained, the LIT request will be submitted to the DFA through the LGBMS for approval. Once approved by DFA, the inter-fund LIT will be recorded by journal entry in the accounting system.
- 6.3.2. The deadline for inter-fund LIT requests is the close of business the day before agenda items are required to be turned in for the subsequent Board of County Commission (Commission) meeting. Inter-fund LIT will be submitted into LGBMS for DFA approval within one week of Commission approval by resolution. There is no set time frame for DFA approval. Inter-fund LIT request deadline for the end of fiscal year will be the close of business the day before agenda items are required to be turned in for the first scheduled Commission meeting in June. The Finance Director has the right to waive the deadline for this submission for budget balancing purposes. New inter-fund LIT requests will not be processed until the final budget is approved by DFA, typically by September 1st.

6.4. Journal Entries

Journal entries require the approval of the Department Head, the Finance Director and/or the County Treasurer. Journal entries will be completed to correct expenditures drawn from an incorrect line item or revenues recorded to an incorrect line item. Journal entries will be completed by the Finance Department and/or Treasurer's Office within one week of receipt and approval. The fiscal year deadline for journal entries will be July 7th or the last business day prior to July 7th for the previous fiscal year.

6.5. Budget Increases

- 6.5.1.** Budget increase requests will be completed by the Department Head to capture an increase in funding. Budget increases require approval by the Department Head, Finance Director, County Manager or County Manager's designee and the County Commission by resolution. Once those approvals are obtained, the budget increase request will be submitted to DFA through the LGBMS for approval. Once approved by DFA, the budget increase will be recorded by journal entry in the accounting system.
- 6.5.2.** The deadline for budget increase requests is the close of business the day before agenda items are required to be turned in for the subsequent Commission meeting. Budget increase requests will be submitted into LGBMS for DFA approval within one week of Commission approval by resolution. There is no set time frame for DFA approval. Budget Increase request deadline for the end of fiscal year will be close of business the day before agenda items are required to be turned in for the first scheduled Commission meeting in June. The Finance Director has the right to waive the deadline for this submission for budget balancing purposes. New budget increase requests will not be processed until the final budget is approved by DFA, typically by September 1st.

7. Section VII Fleet Card/Procurement (P-card) Procedures

7.1. Access

Fleet Card access shall be granted only to County Staff, Elected Officials, and Volunteers who acknowledge and adhere to policy.

7.2. Fleet Card Assignment

Fleet Cards shall be assigned to a specific vehicle and shall be used only for its specified vehicle and for purposes as defined in Section 2.3 of this Policy.

7.2.1. Use of Fleet Card on an Unassigned Vehicle

If a situation arises where a Fleet Card is not working and a vehicle needs fuel, a different fleet card may be used to fuel a vehicle to which the fleet card is not assigned. The use of a different card may be approved by any one of the Fleet Card Administrators. This approval is for a one time use only or as otherwise directed by the Card Administrator.

7.2.2. Emergency Situations (Fleet Cards)

In the event of an emergency and a Fleet Card is not working and there is no other card that can be used, a reimbursement may be authorized for the fuel purchase by a Fleet Card Administrator. All reimbursements must be accompanied with an original receipt of the purchase. Without proper authorization, any reimbursements shall not be guaranteed.

7.2.3. Damaged Card

In the event a Fleet Card is damaged and does not work properly, a Card

Administrator shall be contacted by the next business day to initiate a replacement card order.

7.2.4. Authorization for Use

Any authorization for use of a Fleet Card shall be requested by the Department Head or designee. This request shall be written or emailed to a Fleet Card Administrator for the employee to be added to the list. When Elected Official no longer holds an elected office in the County or an employee is no longer employed by the County, the HR Director shall notify a Card Administrator to have that person removed from the list of authorized fleet card users. In the event a current employee or Elected Official no longer needs access to use a Fleet Card, the employee's Department Head, or designee or Elected Official shall send a request to a Card Administrator to have the employee removed from the list of authorized Fleet Card Users.

7.2.5. Pin Assignment

Each employee/volunteer with access to use a Fleet Card by their department shall be assigned their own personal identification number PIN. An employee/volunteer shall not use another employee/volunteer's PIN without first contacting a Fleet Card Administrator, and the PIN shall be used only once in emergency situations or situations of IT issues.

7.2.6. Fleet Card Use

Fleet Cards are for Official County Use Only.

7.2.7. Receipts and Fuel Logs

Receipts are required for all purchases with a Fleet Card. Digital copy (e.g. pictures and scanned copies of original receipt). Receipts and fuel logs are required to be turned in with the *Accounts Payable Report* form by the time frames given by the Finance Department when the monthly fuel invoice is sent to User Departments.

7.2.8. No Receipt

In the event a receipt cannot be obtained due to mechanical error or IT error by the vendor, a digital picture of the fuel pump showing total dollar amount and gallons shall be acceptable if provided with the vendor's name and address and a written justification explaining why a receipt could not be obtained. A notarized affidavit that includes this information shall be submitted for all fleet card transaction that do not have a receipt.

7.2.9. Failure to Comply

Failing to comply with this Policy may result in a loss of access to use fleet cards for Torrance County's Vehicle Fleet. The County Manager or County Manager's designee has the authority to remove an employee or Elected Official's access to use Fleet Cards or to reprimand the employee for such failure. Repeated failures to comply with this Policy may result in disciplinary action up to and

including termination in accordance with the County Personnel Ordinance. Unauthorized purchases on the Fleet Card shall result in the employee being personally liable for the charges and subject to civil and criminal penalties under New Mexico law.

7.2.10. Payments

Once invoices are received, Departments shall issue account payable reports.

7.3. Procurement Cards

Procurement cards shall be issued only after authorization is provided by the County Manager and Finance Director.

7.3.1. Making a Purchase

All purchases made with a Procurement Card shall be in accordance with this policy, and NM State Statutes. All purchases made with a procurement card shall be accompanied with a receipt, no exceptions.

7.3.2. Failure to Comply

Failing to comply with this policy in regards to the use of a procurement card shall result in the employee being personally liable for the charges on the Procurement Card. Unauthorized purchases on the Procurement Card shall result in the employee being personally liable for the charges. The County Manager or County Manager's designee has the discretion and authority to have employees repay the County for any unauthorized purchases on the Procurement Card. The County Manager or County Manager's designee may permanently disallow an employee or Elected Official access to the use of a Procurement Card for improper use of the Procurement Card. Repeated failure to comply with this policy may result in disciplinary action up to and including termination in accordance with the County Personnel Ordinance. Unauthorized purchases on the Fleet Card shall result in the employee being personally liable for the charges and subject to civil and criminal penalties under New Mexico law.

7.3.3. Lost/Stolen Card

In the event that a Fleet Card or Procurement Card is lost or stolen, the person authorized to use this card shall immediately contact a Card Administrator upon the discovery of a card being lost or stolen. The Card Administrator shall then turn off the card for all purchases immediately.

7.3.4. Audit

From time to time, the County Manager or County Manager's designee may initiate an internal audit for Fleet and/or Procurement Cards.

7.4. Thermal Receipts

Thermal receipts shall not be submitted with an accounts payable report. A photocopy of the thermal receipt shall be made and submitted when submitting an Accounts

Payable Report, Per Diem, or any other documents to the Finance Department.

8. Section VIII: Invoicing

8.1. Generating Invoices

The Finance Department shall generate all invoices for Torrance County except for the Following:

- 8.1.1.** Medical - Invoices for EMT transports or other medical invoices,
- 8.1.2.** Grant - Invoices for grant reimbursement or payments that require specialized forms.
- 8.1.3.** Other - Invoices may be approved to be generated outside of the Finance Department with the approval of the Finance Director and County Manager as needed.

8.2. Reporting

Departments that have invoices generated outside of the Finance Department are responsible for providing a report to the Finance Department monthly. Reports shall include invoice number, amount invoiced, time frame of service invoiced for, invoices for which payment have been received, and date payment was received.

8.3. Request for invoicing

Request to generate an invoice shall be submitted to the Finance Department with a detailed listing of what is being invoiced, the name of the person or business being invoiced, a mailing address and/or email address, and phone number if applicable.

9. Section IX: Per Diem and Mileage

9.1. Per Diem

Rates will be set in accordance with NMSA 1978, Section 10-8-1 et seq.

9.1.1. Distance Eligibility

Per Diem shall not be paid unless the employee is beyond Thirty-Five (35) miles driven from both their home and worksite in the most common or routine route. The County Manager and Finance Director may override the 35-mile limit based on type, length and time of events.

9.1.2. Anticipated

An employee may request 80% of the travel per diem no more than fourteen (14) days prior to the first day of travel. A return Per Diem form shall be turned into the Finance Department for the remaining 20% no later than fourteen (14) calendar days after return from travel. An employee not turning in their return Per Diem form within the above mentioned time frames may be subject to repayment of the initial 80% of anticipated per diem requested for travel or other disciplinary action in accordance with the Torrance County Personnel Ordinance.

9.1.3. Actual

An employee may claim actual expenses for travel. When claiming actual expenses, a receipt for all items must accompany the Per Diem Form.

9.2. Mileage

Mileage shall only be paid with written approval granted by a Department Head or County Manager for official work. Current and valid vehicle insurance shall be provided for all travel when using a private vehicle. If an employee uses their private vehicle for county business, that employee's personal insurance is considered the primary coverage and employee's personal insurance is responsible for liability coverage.

9.2.1. Mileage rate shall be calculated at the rate set forth by the Internal Revenue Service in January of the previous year.

9.2.2. Documentation of all mileage reimbursements shall be submitted with one of the following:

9.2.2.1. A Rand McNally Map showing total distance from starting point to ending point,

9.2.2.2. A google map showing total distance from starting point to ending point, or

9.2.2.3. A detailed log tracking all stops and actual odometer readings.

9.2.3. County Fleet Availability - A county vehicle shall be used when available for all work-related purposes or travel, or a mileage reimbursement shall not be granted.

9.3. Defensive Driving

A Defensive driving/Road Ready course (which is offered by the County) shall be completed by Torrance County employees, elected officials, and volunteers in accordance with the Torrance County Safety Policy to be eligible to receive mileage or Per Diem from the County.

9.4. Air Travel

When applicable, all air fare will be paid in advance using the County's P-Card. Additional air travel charges shall be reimbursable upon return from travel, i.e., baggage, transportation, etc.

9.5. Not Specified

Any item not specified within Section 9 of this policy will be adhered to in accordance with NMSA 1978, Section 10-8-1 et seq.

10. Section X: End of Year Close Out Procedures

10.1. End of Fiscal Year.

10.1.1. 30 Days Prior to Year Ending There shall be no purchase orders issued or processed within 30 days prior to the end of the fiscal year except in extreme emergencies or as specifically approved by the CPO, Finance Director, and County Manager or County Manager's designee.

10.1.2. Fiscal Year End. All open purchases shall be voided at June 30th or the last business day of June unless a written reason is provided, and approved, by the CPO, Finance Director, and County Manager or County Manager's designee as to why the purchase is delayed and the need for the purchase order to carry forward to the next fiscal year.

10.1.3. All accounts payables shall be received and shall be correct no less than Ten (10) calendar days prior to the end of the fiscal year to ensure payment. Failure to have *Accounts Payable Forms* turned in by this deadline may result in payments being made from the next fiscal year's budget.

11. Section XI: Building Rental/Lease

11.1. County Facility Use.

Use of a County Facility is subject to the approval of the Board of County Commissioners through their designee, the County Manager or the County Manager's designee.

11.2. Reservation.

Scheduling will be on a first come first served basis. Reservations may not be made more than one year in advance of event. The Torrance County Fair Board (TCFB) shall have first right in scheduling for official TCFB events i.e., county fair, tag ins, fundraisers, etc for facilities within the Torrance County Fairgrounds. The TCFB will have all events for the calendar year submitted by the end of January. Dates are subject to change as needed.

11.3. Insurance.

Lessee shall take full responsibility for safety & security of facilities. Renters shall provide the County with tenant and user's liability insurance policy (TULIP) insurance or other insurance that covers the event and names Torrance County as an additional insured for all events held at County Facilities. Failure to obtain and provide TULIP insurance documentation to the County will result in cancellation of reservation and rental fees as in accordance with section 11.6.2 of this policy.

11.4. Cleaning.

Lessee will be responsible for cleaning after events, to return the facility to the same condition as it was upon arrival. A cleaning fee of \$25 per hour will be assessed if Torrance County must clean a County Facility after an event.

11.5. Rental of the Torrance County Fair Exhibit Building.

Includes the entire building portion, inside and out. Other Facilities on the Fairgrounds are not included in the rate such as other barns or rodeo arena. For rental of other Facilities on the Fairgrounds, or additional or other County Facilities, additional approvals from the County Manager and/or Board of County Commissioners are needed. Rates for other County Facilities will be negotiable based upon use of those County Facilities. A map of the rental area shall be provided on the rental agreement showing which buildings are being rented and parking areas.

11.5.1. Rental Fees are \$150 per weekday (Mon-Thurs) and \$250 for weekend events (Fri-Sun). Access will be granted on the day of the event once a damage deposit and proof of insurance are received by the Torrance County Finance Department. Rental fees may be changed by the County based on usage.

11.6. Receipt of Funds

11.6.1. Rental fees shall be paid in full at the time reservations are made.

11.6.2. Cancellations may be made with one week notice for a full refund of rental fee. Cancellations made after that are subject to loss of the full rental fee. Any cancellation made by Torrance County due to unforeseen circumstances is subject to a full refund at any time.

11.6.3. A damage deposit of \$250 is required to be paid prior to the event and prior to gaining access to the facility. A damage deposit is fully refundable due to cancellation at any time prior to an event. The damage deposit will be relinquished upon satisfactory inspection of cleanliness and no damage to the County Facility by Torrance County staff and return of keys to the County Facility.

11.6.4. If the damage deposit is not sufficient to cover damage/cleaning fees assessed by Torrance County, then an invoice will be generated for damage/cleaning fees to the lessee/renter.

11.7. Private Activities Permitted

The following activities and events may be permitted at the County Facilities subject to the approval of the County: wedding showers, baby showers, wedding receptions, confirmation receptions, birthday receptions, coming-of-age receptions, wedding anniversaries, retirement receptions, and graduation receptions. This list is not meant to be fully inclusive. Other private uses may be permitted by the County as described in Section 11.1.

11.7.1. No Party may not conduct events such as fundraisers, advertising, promoting, or selling of merchandise or services for profit or not for profit, or other large group events at County Facilities without the prior approval of the County Manager or County Manager's designee.

11.7.2. In addition to the conditions in the building lease/rental agreement, all parties using a County Facility shall agree to:

11.7.2.1. Assume responsibility and liability for that party and the party's guests and for proper use and care of the County Facility.

11.7.2.2. Replace or pay for the replacement of furniture, fixtures and other contents that are broke/missing during or as a result of the use of the facility, no decorations on walls or ceiling.

11.7.2.3. Secure all doors and windows.

11.7.2.4. Hold harmless and release from liability Torrance County, its employees, management, and the Board of County Commissioner for the operation of the County Facility, if applicable, and for any claim related to or resulting from the use of the County Facilities.

11.7.2.5. Clean the County Facility following use; properly replace and return tables and chairs to where they were when access to the County Facility was granted; removal and proper disposal of all trash after each function.

11.7.3. All activities that are illegal under state, federal and local law are strictly prohibited on County property and in County Facilities. Unless otherwise approved by the County Commission, the sale/distribution or use of alcoholic beverages are strictly prohibited. All County Facilities are smoke free facilities.

Attachment 3. CERT required trainings

- IS 317 Introduction to CERT
- IS 315 CERT and the Incident Command System
- IS 100 The Incident Command System
- IS 200 Basic Incident Command System for Initial Response
- IS 700 An Introduction to the National Incident Management System
- IS 800 National Response Framework, An Introduction
- CPR and First Aid

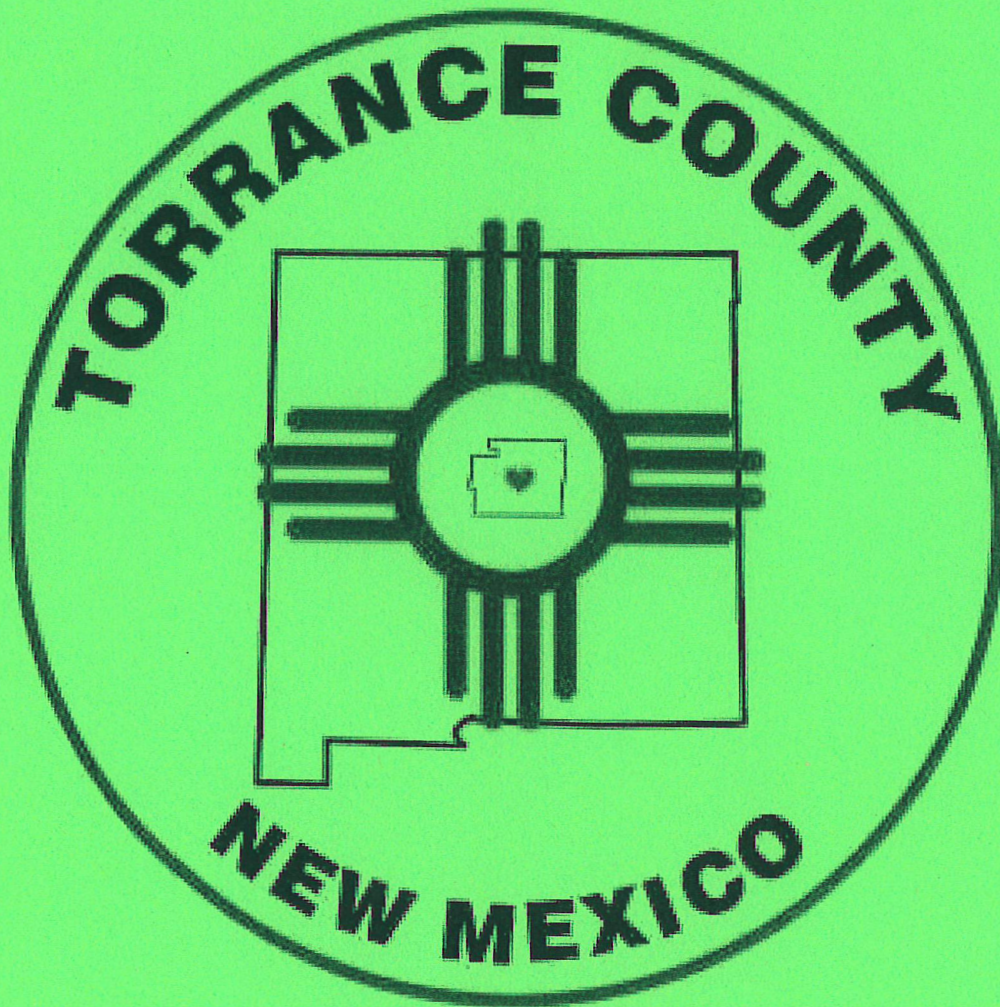
ACKNOWLEDGEMENT OF RECEIVING THE TORRANCE COUNTY FINANCE AND PURCHASING POLICY

Please complete below, to acknowledge that you have received a copy of the Torrance County Finance and Purchasing Policy. This will also show as your agreement to follow the Torrance County Finance and Purchasing Policy, specifically as it relates for Fuel for County vehicles.

Name: _____

Signature: _____

Date: _____



Agenda Item
No. 14-D



Michelle Lujan Grisham
Governor

Kelly Hamilton
Deputy Cabinet Secretary

David Dye
Cabinet Secretary Designate

Carla Walton
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

FEMA Regional Office
800 North Loop 288
Denton, TX 76209-3698

Re: Extenuating Circumstances

Dear Ms. Katherine Gonzales,

In accordance with the Notice of Funding Opportunity for Hazard Mitigation Grant Program – Post Fire (HMGP-PF 5281), all phased projects must have a FEMA-approved Hazard Mitigation Plan on the date of the award. The Torrance County Hazard Mitigation Plan is set to expire on December 12, 2022, which may affect the Phase II award of subgrant HMGP-PF5281-0001-NM Claunch-Pinto Wildfire-Hazardous Fuels Mitigation Project. Failure to receive the award in a timely manner will negatively affect the chances of completing the project before its period of performance expiration. Torrance County has applied for HMGP funding to update its plan. DHSEM is anticipating the funding award soon and is requesting that Phase II still be awarded if the Hazard Mitigation Plan is expired.

If you or your staff have any questions concerning this request, please contact the Mitigation Unit at DHSEM.Mitigation@state.nm.us or 505-476-9682.

Sincerely,

Kelly J. Hamilton
Deputy Secretary

cc: Briane Schmidtke, FEMA Region VI- Hazard Mitigation Assistance Branch Chief

E.5.1 Applicant Mitigation Plan Requirement

In accordance with 44 CFR Part 201, all Applicants for **PDM** and **FMA** must have a FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan by the application deadline and at the time of obligation of the award. State agencies and federally-recognized tribes applying for **HMGP** funding must have a FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan at the time of the Presidential major disaster declaration and at the time **HMGP** funding is obligated to the Recipient or subrecipient.

E.5.2 Subapplicant Mitigation Plan Requirement

There is no mitigation plan requirement for development of a new mitigation plan.

All subapplicants for **PDM** and **FMA** must have a FEMA-approved local or Tribal Mitigation Plan by the application deadline and at the time of obligation of grant funds for mitigation projects. All subapplicants for **HMGP** must have a FEMA-approved local or Tribal Mitigation Plan at the time of obligation of grant funds for mitigation projects.

State agencies are eligible subapplicants under **HMGP**, **PDM**, or **FMA**, and a State Mitigation Plan under 44 CFR Part 201 is required as a condition of the State agencies receiving assistance as defined in 44 CFR Section 201.4. State agencies with assets identified in the State Mitigation Plan meet the mitigation planning requirement. PNP subapplicants are eligible for **HMGP** but do not have mitigation plan requirements as a condition of subapplicant eligibility.

E.5.3 Extraordinary Circumstances

For **HMGP** project subawards, the Regional Administrator may grant an exception to the local or Tribal Mitigation Plan requirement in extraordinary circumstances when justification is provided. If this exception is granted, a local or Tribal Mitigation Plan must be approved by FEMA within 12 months of the award of the project subaward to that community.

For **PDM** and **FMA** project subawards, the Region may grant an exception to the local or Tribal Mitigation Plan requirement in extraordinary circumstances. For **PDM** and **FMA** project subawards, the Region may apply extraordinary circumstances when justification is provided and with concurrence from FEMA Headquarters (Risk Reduction and Risk Analysis Divisions) prior to granting an exception. If this exception is granted, a local or Tribal Mitigation Plan must be approved by FEMA within 12 months of the award of the project subaward to that community.

For **HMGP**, **PDM**, and **FMA**, extraordinary circumstances exist when a determination is made by the Applicant and FEMA that the proposed project is consistent with the priorities and strategies identified in the State or Tribal (Standard or Enhanced) Mitigation Plan and that the jurisdiction meets at least one of the criteria below. If the jurisdiction does not meet at least one of the following criteria, the Region must coordinate with FEMA Headquarters (Risk Reduction

and Risk Analysis Divisions) for **HMGP**; however, for **PDM** and **FMA** the Region must coordinate and seek concurrence prior to granting an exception:

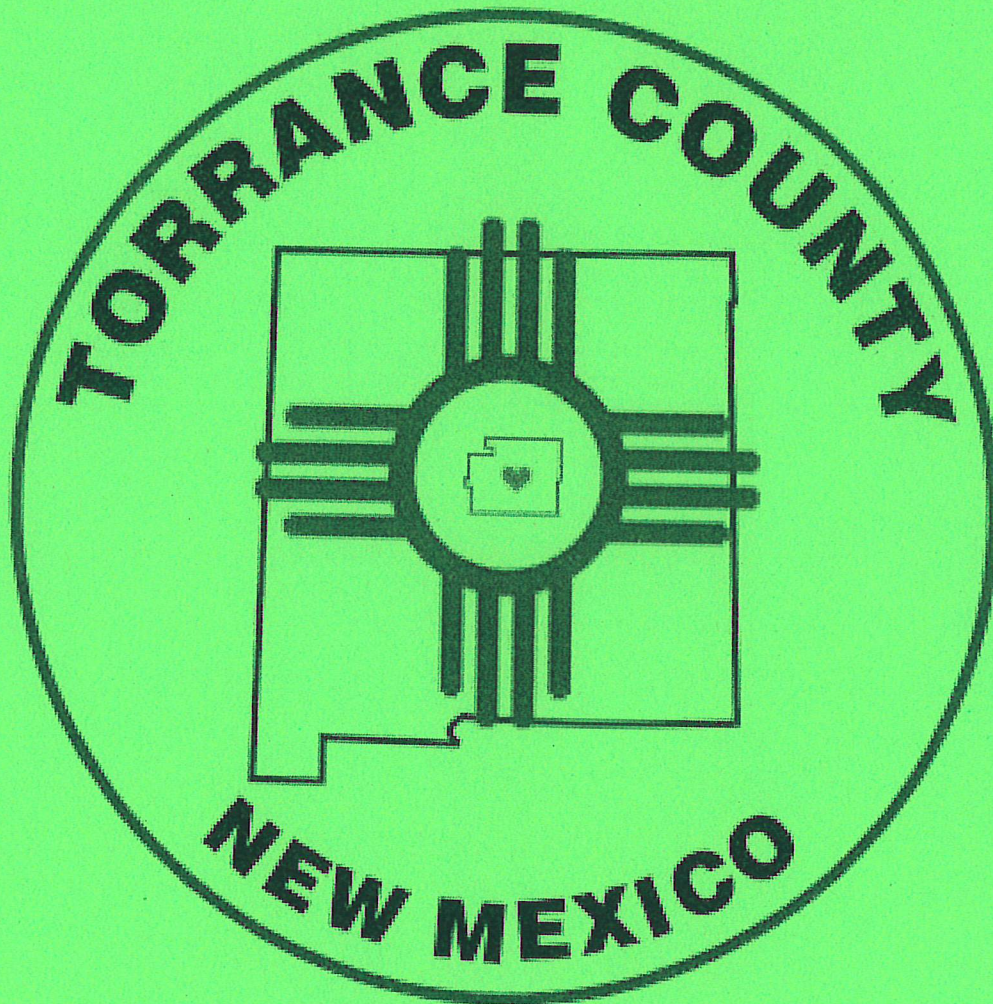
- ♦ The jurisdiction meets the small impoverished community criteria (see Part VIII, B.2).
- ♦ The jurisdiction has been determined to have had insufficient capacity due to lack of available funding, staffing, or other necessary expertise to satisfy the mitigation planning requirement prior to the current disaster or application deadline.
- ♦ The jurisdiction has been determined to have been at low risk from hazards because of low frequency of occurrence or minimal damage from previous occurrences as a result of sparse development.
- ♦ The jurisdiction experienced significant disruption from a declared disaster or another event that impacts its ability to complete the mitigation planning process prior to award or final approval of a project award.
- ♦ The jurisdiction does not have a mitigation plan for reasons beyond the control of the State, federally-recognized tribe, or local community, such as Disaster Relief Fund restrictions that delay FEMA from granting a subaward prior to the expiration of the local or Tribal Mitigation Plan.

For **HMGP**, **PDM**, and **FMA**, the Applicant must provide written justification that identifies the specific criteria from above or circumstance, explains why there is no longer an impediment to satisfying the mitigation planning requirement, and identifies the specific actions or circumstances that eliminated the deficiency.

When an **HMGP** project funding is awarded under extraordinary circumstances, the Recipient shall acknowledge in writing to the Regional Administrator that a plan will be completed within 12 months of the subaward. The Recipient must provide a work plan for completing the local or Tribal Mitigation Plan, including milestones and a timetable, to ensure that the jurisdiction will complete the plan in the required time. This requirement shall be incorporated into the award (both the planning and project subaward agreements, if a planning subaward is also awarded).

E.5.4 Tribal Hazard Mitigation Plan Requirement

Federally-recognized tribes with an approved Tribal Mitigation Plan in accordance with 44 CFR Section 201.7 may apply to FEMA for assistance as an Applicant. Non-federally recognized tribes with an approved Tribal Mitigation Plan in accordance with 44 CFR Section 201.7 also may apply to FEMA for assistance as a subapplicant. If a federally-recognized tribe with an approved Tribal Mitigation Plan in accordance with 44 CFR Section 201.7 coordinates the review of its Tribal Mitigation Plan with the State, it has the option to apply as a subapplicant through that State or another federally-recognized tribe.



Agenda Item
No. 14-E

**Bylaws of the
Estancia Valley Youth & Family Council
Amended December 19, 2022**

Article I Name

The name of this Board shall be “Estancia Valley Youth & Family Council (EVYFC).”

Mission: The Estancia Valley Youth & Family Council will develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner.

Vision: The Estancia Valley Youth & Family Council will positively impact and enhance the lives of our youth and prepare them for a productive adulthood.

Article II Purpose

The purposes of this Board shall be to:

- A. Advise, plan, develop, and coordinate juvenile justice services in the Torrance County.
- B. Collaborate with the appropriate agencies to address juvenile justice services or issues that span and effect youth in the county.
- C. Foster the creation and expansion of programs that pursue and obtain funding from state, federal, and or other sources for the purposes of preventing and reducing juvenile delinquency, truancy, or status offenses.
- D. Foster the creation and expansion of programs, services, and activities that increase the protective factors for children and youth.
- E. Develop a plan that encompasses all available prevention, intervention, and treatment strategies which reduce risk factors and increase protective factors for children and youth.
- F. Develop a plan that encourages the involvement and interaction of youth, parents, schools and the community regarding strategies designed to reduce risk factors and to increase protective factors.
- G. As necessary, make recommendations as they deem fit, to the Torrance County Commission to further the purpose of the board.
- H. The Board shall report to the Torrance County Commission at least quarterly.

Article III Estancia Valley Youth & Family Council Structure:

Section 1

The EVYFC shall be comprised of the Voting Board whose members are representatives from the following agencies or positions:

- A. Torrance County
- B. Any charter or public school sitting in the following districts: Estancia, Moriarty/Edgewood, and Mountainair.
- C. Any local law enforcement agencies
- D. 7th Judicial District Court
- E. 7th Judicial District Attorney's Office
- F. Public Defender
- G. CYFD Child Protective Services
- H. Juvenile Probation Officer
- I. Youth
- J. County appointed individuals

These agencies or positions noted above, A-H only, will henceforth be referred to as "Required Members". Positions A-H are statutorily required. Required Member positions must be filled by an employee or contractor of the agency or position. The Voting Board shall elect two executive members (Chair and Vice-Chair) annually in July or, in the event a quorum is unavailable, at the earliest meeting following July when a quorum is assembled.

Section 2

The work of the EVYFC Board will be done by committees and/or subcommittees, appointed by the Voting Board.

Section 3

The board shall function as an advisory board, with oversight only for programs and committees and/or subcommittees.

Article IV Voting Board Members

Section 1

The EVYFC shall consist of no fewer than seven (7) and no more than twenty-one (21) members with representation from the agencies listed in Article III, Section 1. Other members may be appointed by Torrance County from youth service organizations, government agencies, behavioral health, primary health care providers, faith community, business community and civic organizations. These members must have direct experience working with at risk children and youth. Members must follow all Torrance County policies regarding County Board memberships.

Section 2 Appointment of Additional Voting Members

The Torrance County Commission may appoint, at their discretion, additional members to the Voting Board. Potential members must be selected from the agencies listed in Article IV, Section 1. These potential members must submit a "letter of interest" addressed to the "Torrance County Commission" and if approved, follow all Torrance County policies regarding County Board memberships.

Section 3 Length of Membership

Required Members of the Voting Board (Article III, Section 1, A-H) may remain on the Board without term limits. However, individuals may be removed at any time, if the Torrance County Commission deems it so. Voting members from (Article III, Section 1, I and J) will serve a two (2) year term which can be renewed with approval from the Torrance County Commission. Additional Voting Members will serve a term of two (2) years, which can be renewed pursuant to the approval of the Torrance County Commission. These additional members may be removed at any time, if the Torrance County Commission deems it so.

Section 4 Resignation of Members

Members may resign from the TCJJB upon written notice to the Chairperson, Vice-chair, and/or the Continuum Coordinator.

Section 5 Replacement of Resigned Members

If the resigned member is a Required Member, the agency which they represent shall appoint the new member and their alternate. This new member must be an employee (or contractor if Torrance County) of the agency. If the resigned member held any other position on the Voting Board, the Torrance County Commission shall appoint a qualified individual to replace them.

Section 6 Member Absenteeism & Removal

- 1) If a Voting Member is absent from three (3) meetings without **sending** an alternate **or having a valid reason**, the Member forfeits their membership. A new Member will be appointed by either the agency they represented, or by the Torrance County Commission in accordance with these by-laws.
- 2) In the event a Voting Member is habitually out of order, habitually disrespectful to any other Members or staff, or otherwise constantly disruptive or ineffective to the point of rendering the board dysfunctional, the Member may be removed by a majority vote, without approval of the Torrance County Commission. This member will be replaced in the same manner as above.

Article V Chairmanship of the Board

The Chairperson and Vice-Chairperson of the Voting Board shall be elected by the Voting Board annually. The Chairperson shall be responsible for establishing a quorum, keeping time, and maintaining order throughout the meeting. The Chairperson may call a Special Voting Board meeting, or a committee or subcommittee meeting to conduct business. The Vice-Chairperson shall be responsible for fulfilling the Chairperson's duties in their absence.

Article VI Meetings of Members

Section 1 Conduct of Meetings

- A. Meetings of the Board shall be presided over by the Chairperson of the Board. If the Chairperson is absent, the Vice-chairperson will preside. If both the Chairperson and Vice-Chairperson are absent, the Continuum Coordinator will preside.
- B.** Meetings will be held in the Torrance County Commission Chambers. A virtual meeting alternative and telephone conference call will be made available for all meetings. These meetings will occur no less than quarterly on the fourth Monday of every month. Meeting place may be changed with 72 hours' notice to all board members, **unless giving such notice is impossible due to unforeseen circumstances.**

- C. The Board shall follow Robert's Rules of Order.
- D. All meetings will be conducted in conformance with the Open Meetings Act.

Section 2 Attendance at Meetings

Due to the importance of the work to be completed by the Board, and to accomplish the Board's objectives in a timely manner, all Voting Members are strongly encouraged to attend all meetings. If a Member must be absent, the Member may send an alternate representative to attend in his/her place. This alternate representative must share the same area of expertise as the absent Member from the same agency. An alternate representative attending in place of a Voting Member shall be authorized to vote for the Voting Member. If at any time a Voting Member is absent from a meeting three (3) times without an alternate representative **or a valid reason**, this Member has forfeited their membership and a replacement will be selected. In addition, Members may attend via teleconference or virtual meeting to participate in discussion of agenda items, and vote.

Section 3 Quorum for Meetings

A quorum shall consist of four (4) Voting Members of the Board. The Board at any meeting at which a quorum of the Voting Members is not present shall take no action. No action may be taken outside of the publicized items on the agenda.

Section 4 Minutes for Meetings

Minutes will be recorded by the Juvenile Justice Continuum Coordinator (JJCC) following the process the Torrance County Commission minutes are recorded. In the event the JJCC is unable to attend the meeting, the JJCC will designate a qualified alternate to record the minutes. A copy will be distributed to Members for their review, before the meeting. After the minutes are approved, the Chairperson or the Torrance County Board Member will sign and date them along with the person who recorded them.

Section 5 Majority Action of Estancia Valley Youth & Family Council Voting Board

Every act or decision done or made by a majority of the voting members present at a meeting at which a quorum is present, is the act of the Voting Board.

Section 6 Board Committees

The work of the board will be done by Committees whose membership is comprised of Voting Members, or specially appointed committee members with special skills. The Chairperson will appoint individuals to the Committee, along with a leader of the Committee. Each committee will contain an odd number of members. The leader must give updates to the board.

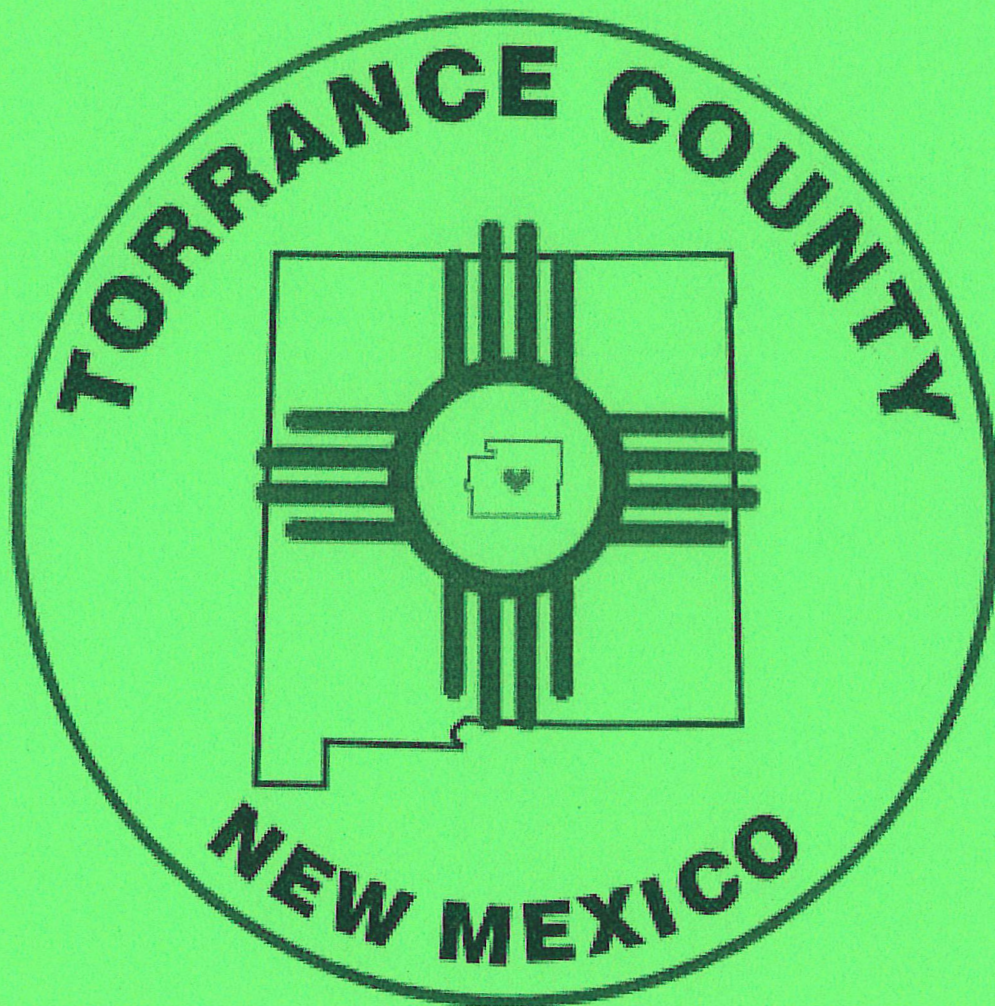
Section 7 Annual Review of By-Laws

The Voting Board shall review these By-laws annually, at a "Bylaws review meeting" held immediately after a board meeting for voting members or interested non-voting members to determine whether any changes or additions are necessary. This meeting should be held in the first quarter of the NM fiscal year which is July-September.

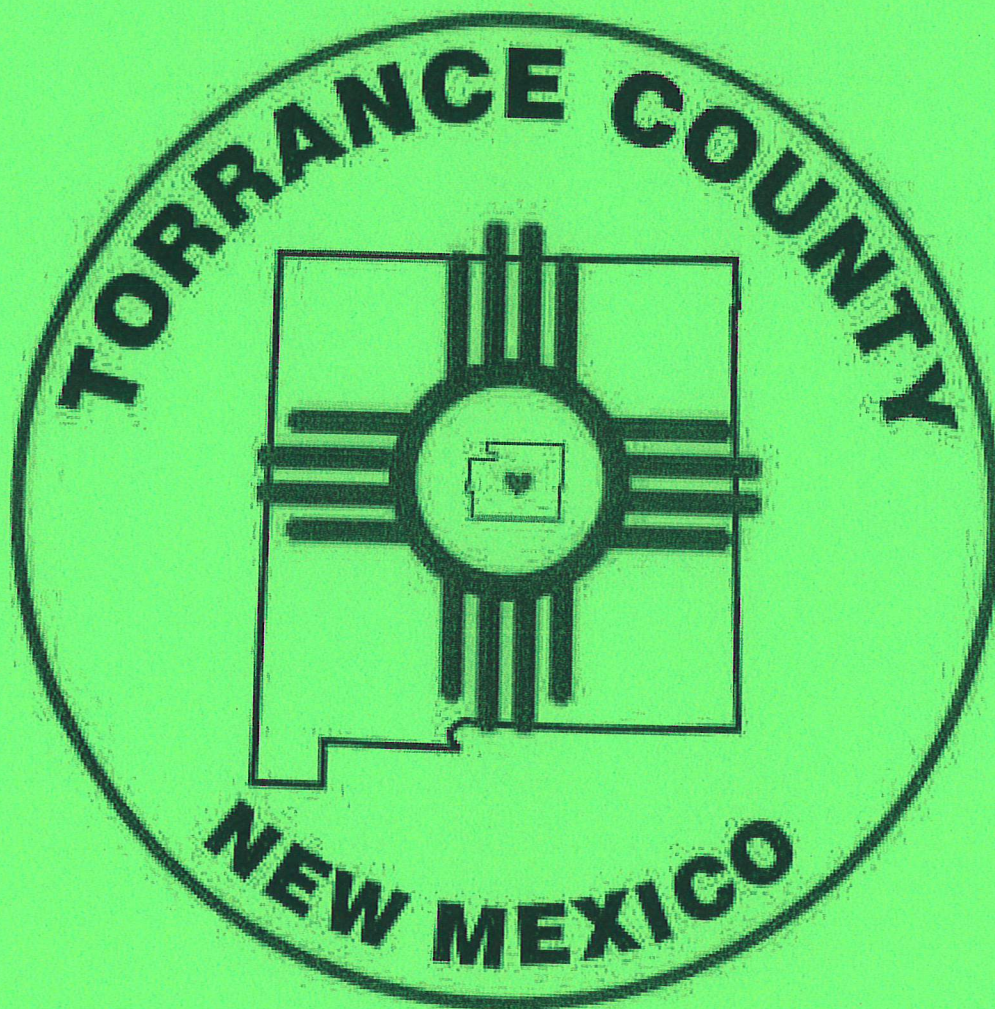
By-laws of the Estancia Valley Youth & Family Council reviewed,
approved and adopted by Board Action.

Chair-Estancia Valley Youth & Family Council

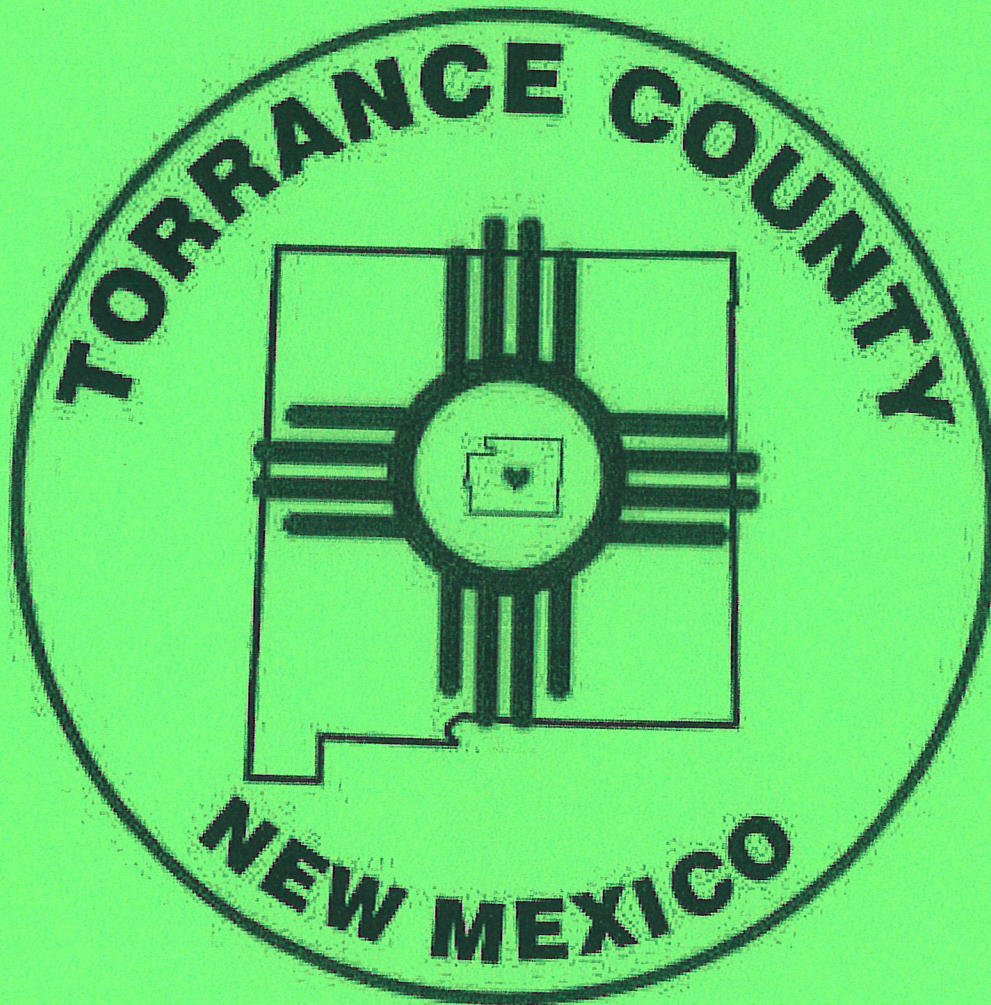
Date



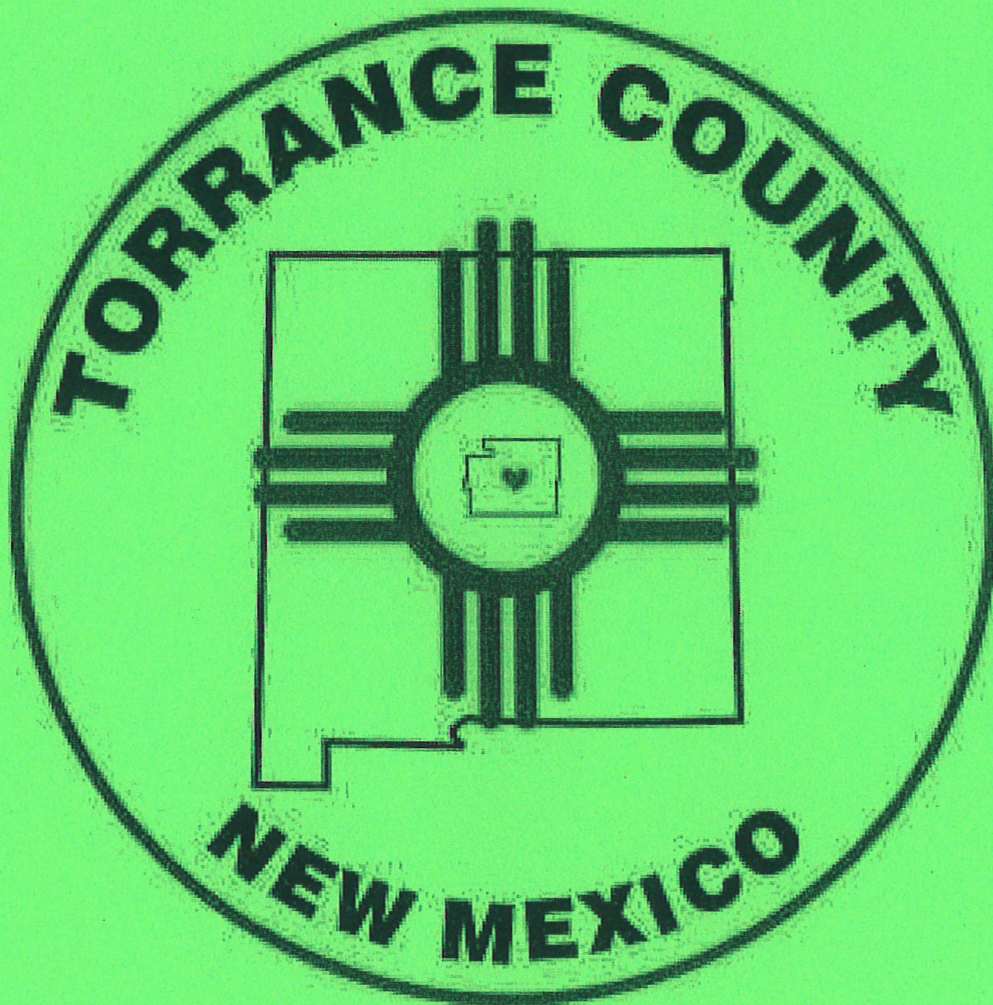
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No. 14-F*



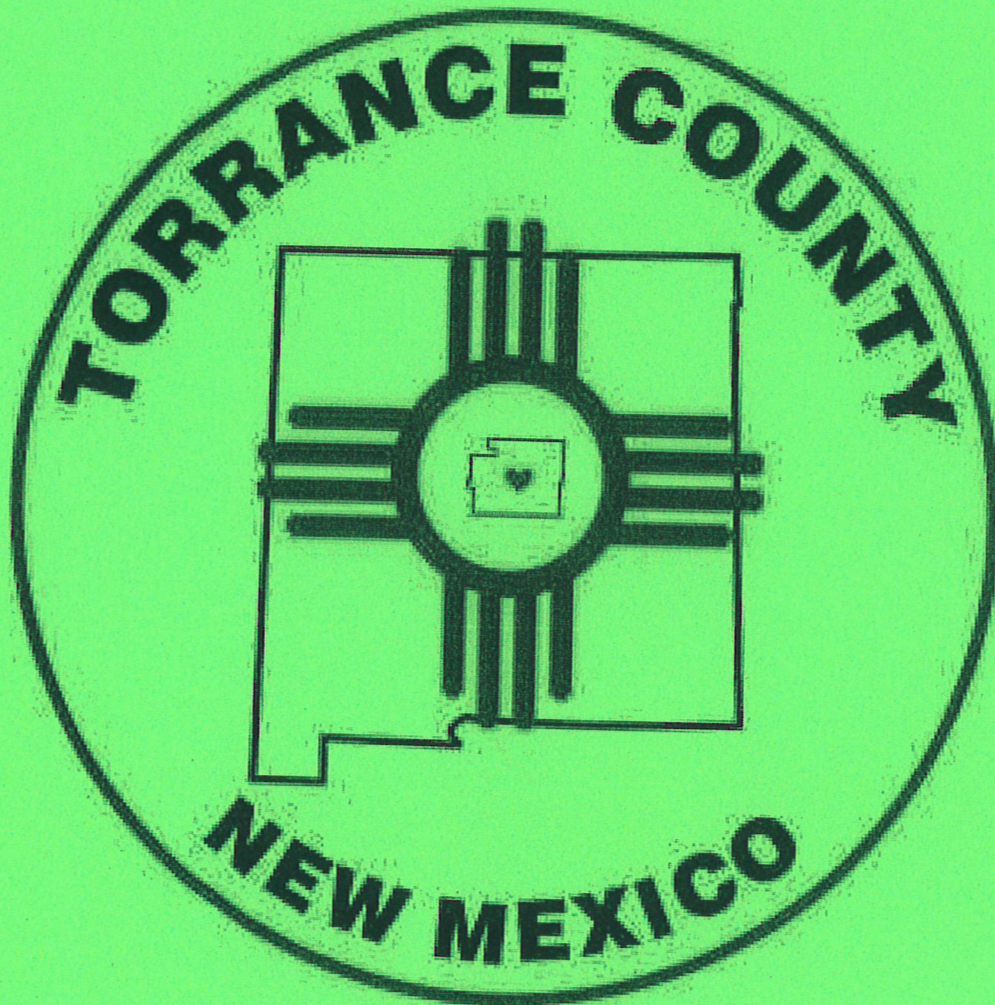
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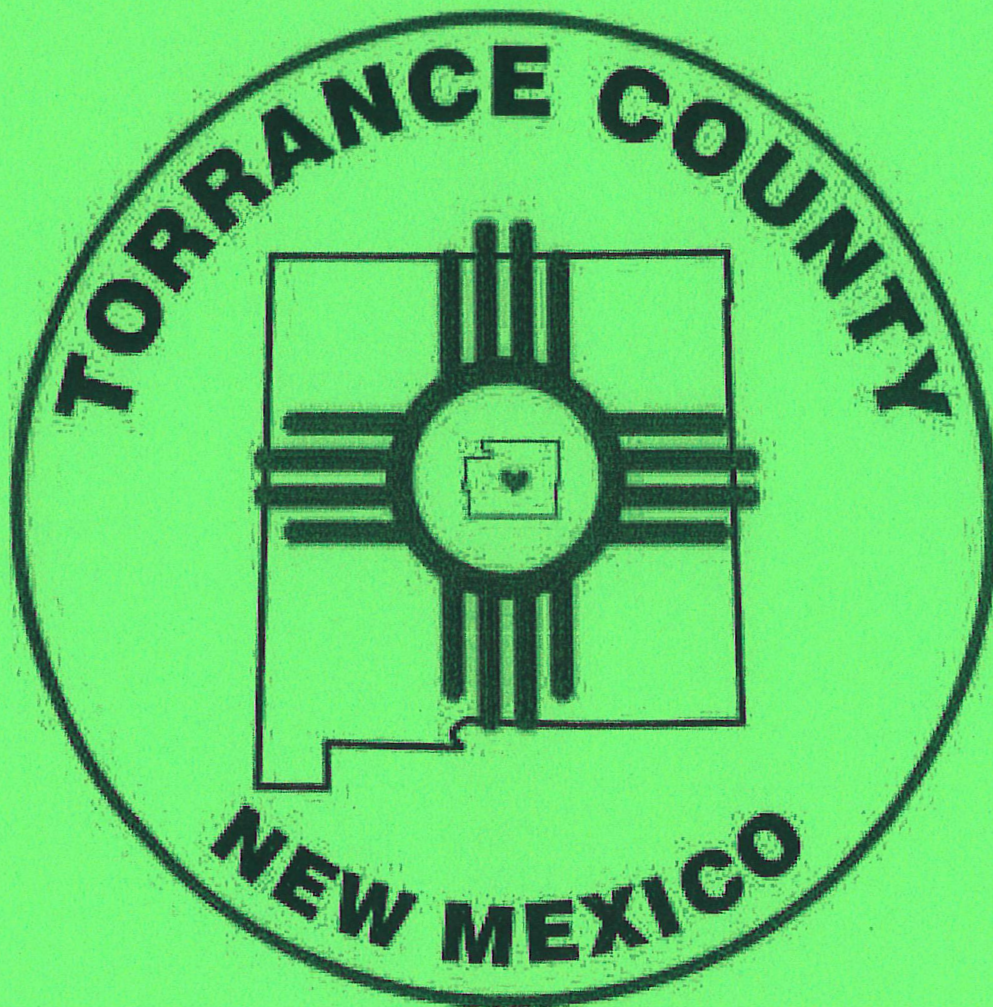
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No. 14-H*



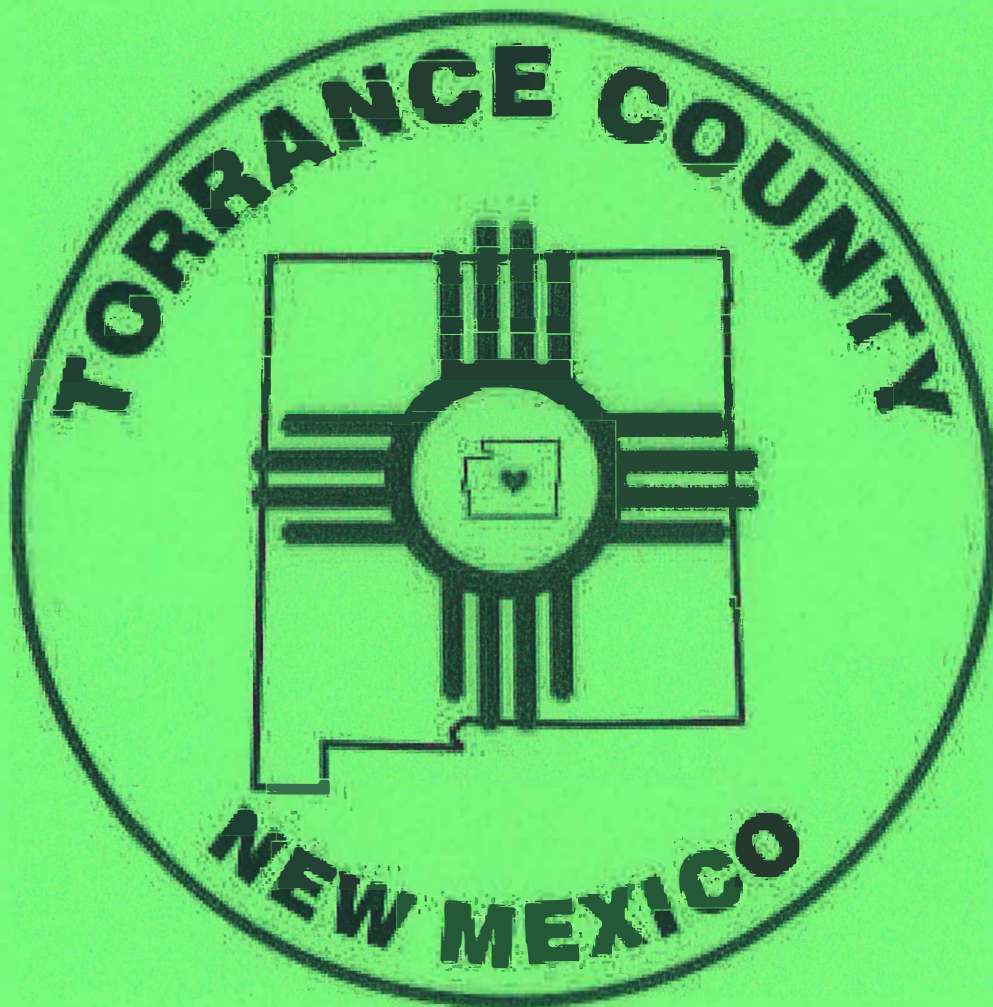
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No. 14-I*



Agenda Item
No. 15-A



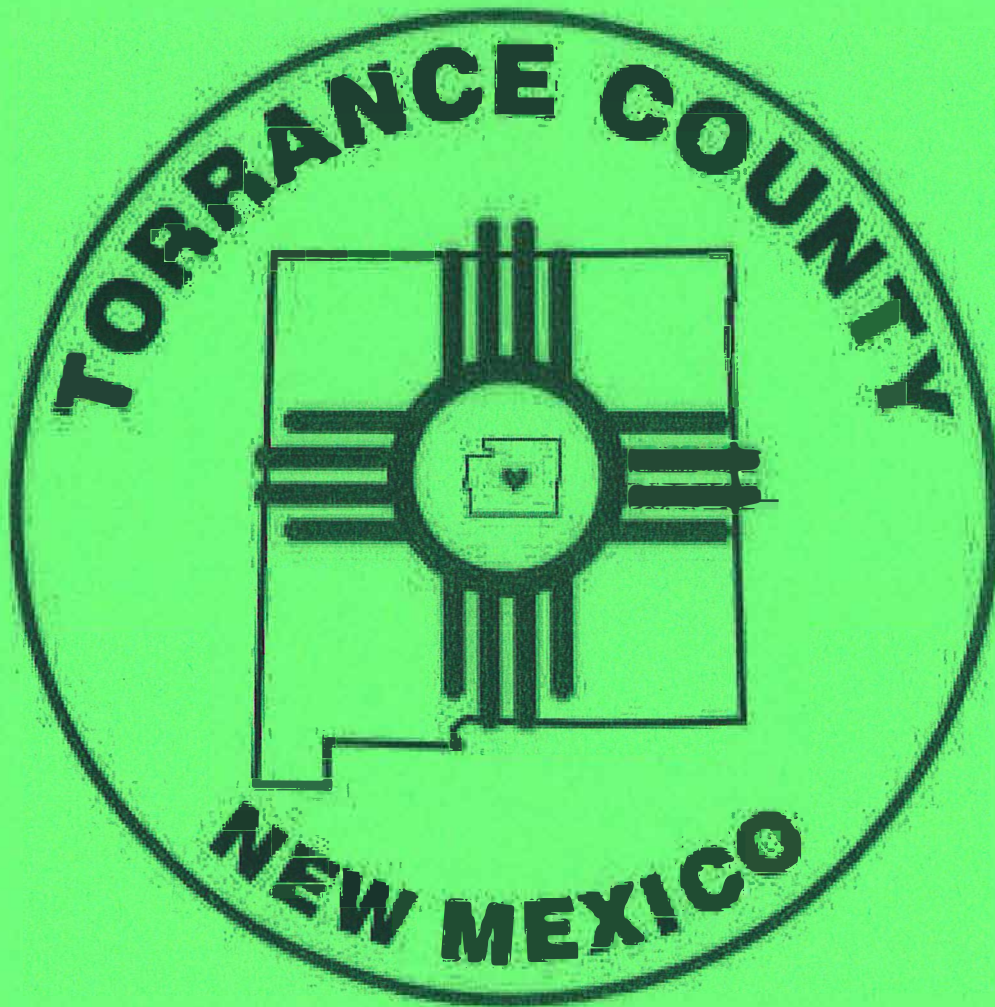
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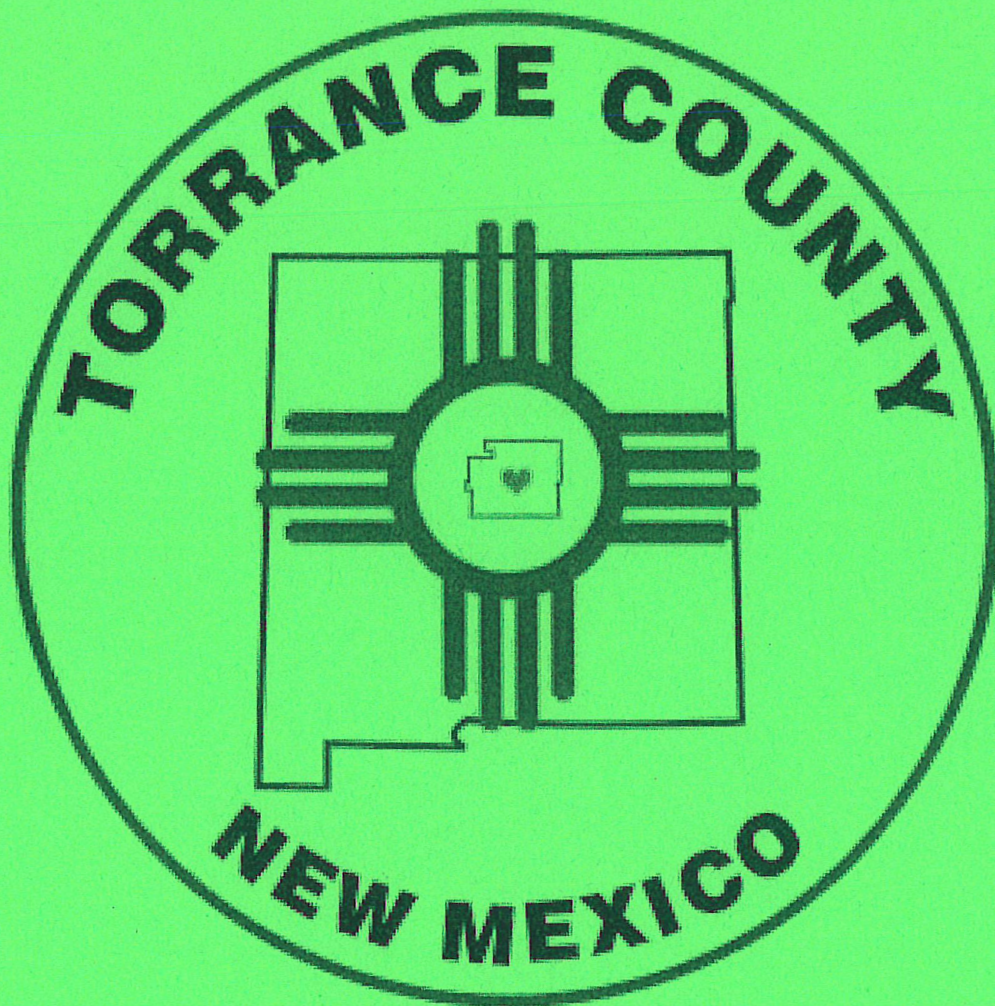
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No. 15-C*



Agenda Item
No. 16-A



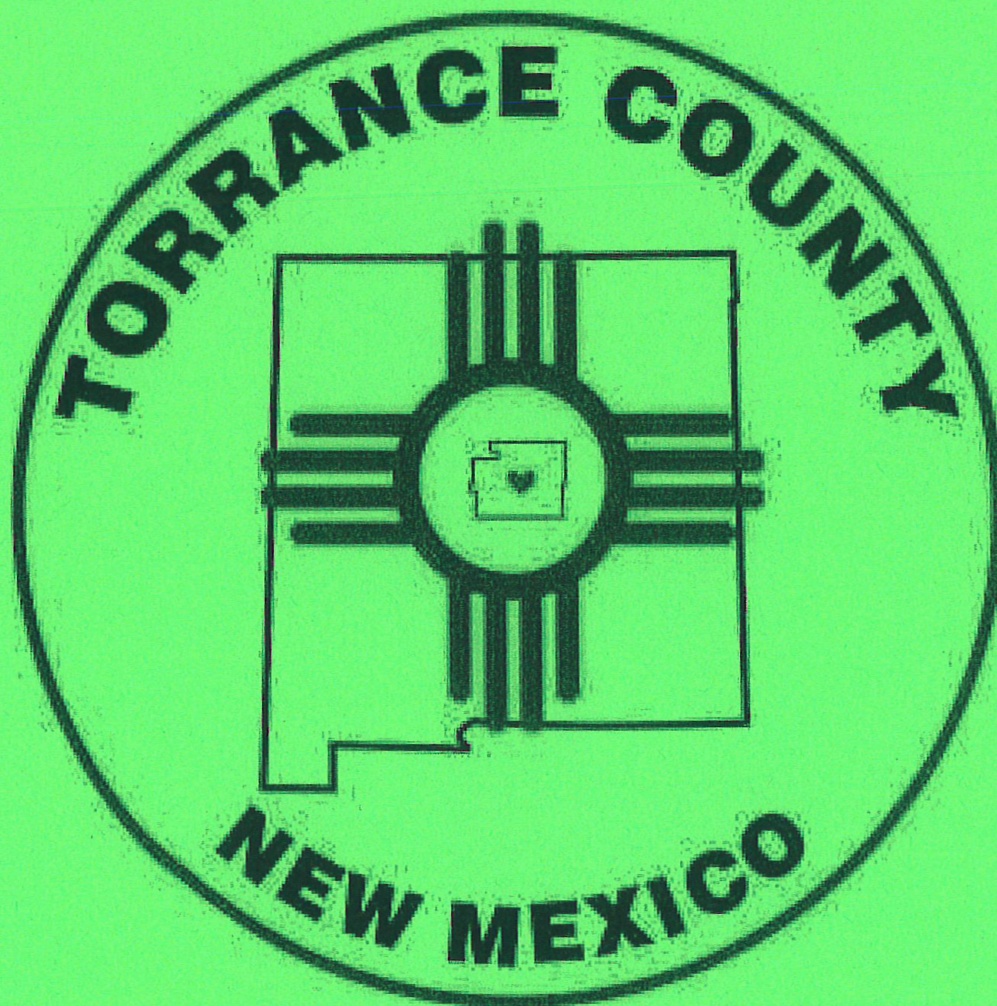
*Agenda Item
No. 17-A*



Agenda Item
No. 18



Agenda Item
No. 19



Agenda Item
No. 20