



TORRANCE **C**OUNTY
COMMISSION MEETING
DECEMBER 14TH, 2016
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



Torrance County Commission

Regular Meeting to be Held at:
Administrative Offices of Torrance County
Commission Chambers
205 9th Street
Estancia, NM 87016

AGENDA

December 14th, 2016
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: November 14th, 2016 Special Meeting November 23rd, 2016 Regular Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
 1. Approval of Warrants

ACTION ITEMS*:

ITEMS TO BE CONSIDERED AND ACTED UPON

*Department Requests/Reports:

1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
2. 2016 Safety Performance Awards – Nick Sedillo, Risk Management
3. Youth Risk and Resiliency Presentation – Billie Clark, Partnership for a Health Torrance Community
4. December 2016 DWI Awareness Month Proclamation – Tracey Master, DWI Prevention Coordinator
5. Amendment of Contract FY-2017-DWI-04 Between Torrance County Counseling and Torrance County – Tracey Master, DWI Prevention
6. Termination of Professional Service Agreement with John Steiner – Tracey Master, DWI Prevention
7. Amendment Contract #1 to Contract FY2017-DWI-01 Between Lucia Lucero and Torrance County – Tracey Master, DWI Prevention
8. LDWI Grant/Distribution Application for FY2018 – Tracey Master, DWI Prevention
 - a. Resolution 2016-51 Authorizing County to Apply to DFA for LDWI Funding
 - b. Memorandum of Understanding between Torrance County and the Dept. of Finance and Administration
 - c. DOH Assurances and Cooperative Agreement
 - d. Statement of Assurances
9. FY16 EMPG Sub-Grant Agreement Ratification – Javier Sanchez, Emergency Manager
10. FEMA-4152-DR-NM Grant Extension – Javier Sanchez, Emergency Manager
11. Resolution 2016-52 Line Item Transfer(s) – Amanda Tenorio, Finance Director
12. Resolution 2016-53 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director
13. Grant Agreement 095746517 between NM Dept. of Transportation and Torrance County for Buckle Up and Selective Traffic Enforcement Program – Stephanie Dunlap, Sheriff Administrator

*Commission Matters:

14. Award RFO 2017-01 On-Site Fire Apparatus Repair – Leslie Olivas, Purchasing Director
15. Transfer of Animal Control to the Torrance County Animal Shelter – Sheriff White
16. Issuance of Certificates of Election for the General Election Held November 8th, 2016 – Linda Jaramillo, Clerk
17. Fair Board Letters of Interest Due December 21st, 2016
18. Qualifications/Hiring Process for County Manager Position

*County Manager Requests/Reports:

19. Update

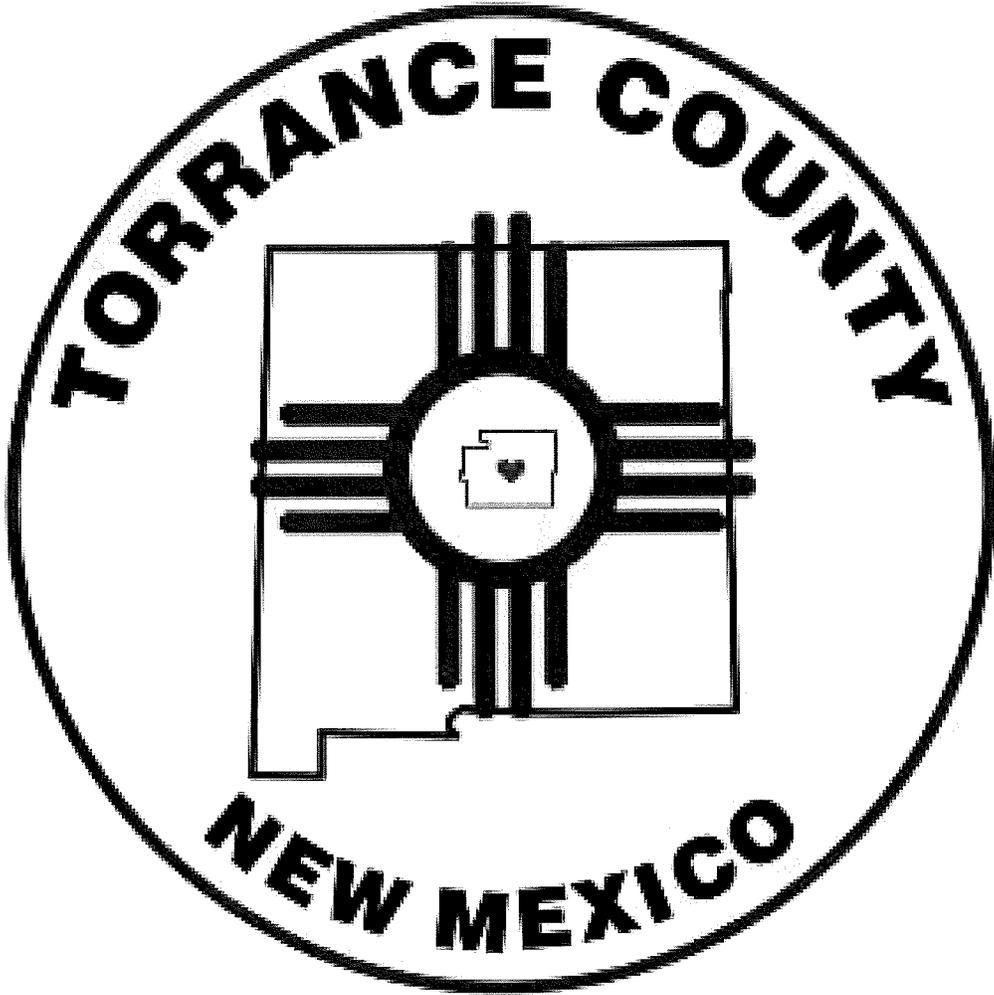
Public Requests:

At the Discretion of the Commission Chair. For Information Only (No Action Can Be Taken). Comments are limited to three (3) minutes per person on any subject.

*Adjourn

The Administrative Offices of Torrance County will be closed on Monday, December 26th, 2016





Minutes

Draft Copy
Torrance County Board of Commissioners
Special Commission Meeting
November 14, 2016

Commissioners Present: **Julia DuCharme-Member**
 James Frost-Acting Chair

Others Present: **Annette Ortiz- Interim County Manager**
 Michelle Jones –Admin. Assist. III

Call Meeting to Order:

Chairman Frost calls the meeting to order at 9:09 am; he welcomes all those present to the meeting and leads us in the pledge. Ms. Michelle Jones, (myself) Clerk's Office Administrative Asst. III, gives the invocation.

Approval of the Meeting Agenda:

Chairman Frost asks for approval of the meeting agenda. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve today's Commission Meeting Agenda. Chairman Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

Action Items

Items to Be Considered and Acted Upon

***Complete Canvass of 2016 General Election**

Ms. Linda Jaramillo, County Clerk, states that we are here to canvass the 2016 General Election results. She informs the Commission that they can either just review the election results reports or they can look at the actual precinct rosters and tapes and compare them to the reports. The Commission decides to look at precinct rosters and tapes and compare them to the reports. Ms. Jaramillo brings the rosters and tapes to the Commissioners for review. The Commission looks at each precinct roster, tape, and report as Ms. Jaramillo explains the results.

Precinct 15: Good. 2 provisionals not counted.

Precinct 16: Good. 2 provisionals counted.

Absentee: Explained previously. Roster did not account for voters who did not return their absentee ballots. These voters were sent to you in an email. The ballots which were returned throughout the day of the Election were added by the absentee board to the roster on the day of the Election.

Early and Alternate: 5 provisionals. 3 counted 2 did not.

After careful review of each precinct roster, tape, and report, the Commission accepts the election results and thanks Ms. Jaramillo for her attention to detail and her clear explanations. They thank her team for all their hard work.

ACTION TAKEN: Madam Commissioner DuCharme makes a motion to approve the results of the 2016 General Election canvass. Chairman Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

Ms. Jaramillo thanks the Commission for their time. The Commission signs the Certification of Canvass Results. Ms. Jaramillo explains to the Commission that we will hold all our results, rosters, tapes, etc. for 45 days after the State completes their canvass at the end of the month.

***Adjourn**

ACTION TAKEN: Madam Commissioner DuCharme makes a motion to adjourn the November 14, 2016 Special Commission Meeting. Chairman Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.** Meeting adjourned at 10:23 am

Chairman Frost

Michelle Jones, Admin. Assist. III

Date

Draft Copy
Torrance County Board of Commissioners
Commission Meeting
November 23, 2016

Commissioners Present: **LeRoy Candelaria -Chair**
 Julia DuCharme-Member
 James Frost-Member

Others Present: **Annette Ortiz- Interim County Manager**
 Dennis Wallin- County Attorney
 Michelle Jones –Admin. Assist. III

Call Meeting to Order:

Chairman Candelaria calls the meeting to order at 9:00 am; he welcomes all those present to the meeting, leads us in the pledge and gives the invocation.

Approval of the Meeting Minutes:

Chairman Candelaria asks for a motion to approve the November 9, 2016 Regular Commission Meeting minutes. **ACTION TAKEN:** Madam Commissioner DuCharme makes a motion to approve the November 9, 2016 Regular Commission Meeting Minutes. Commissioner Frost seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

Approval of the Meeting Agenda:

Chairman Candelaria asks for a motion to approve today's Meeting Agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve today's Commission Meeting Agenda. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commissioners vote; all in favor, none opposed. **MOTION CARRIED.**

The Team 5 Committee will meet November 30th in Albuquerque to review the Cibola Collaborative draft Charter. Mr. Guetschow will pass on any Commission comment about this to the committee.

On November 8th, the US Forrest Service issued an updated road closure list for the Dog Head Fire burn area. The update states that, 'From now until December 31, 2016, or until rescinded, all National Forest System lands, roads, and trails within the boundaries described below will be closed to public access:

Forest Road (FR) 260, FR 261D2, FR 261D1A, FR 261D3, FR 261D1, FR 263, FR 263A, FR 263D, FR 261D1, FR 263DC, FR 263D2, FR 263DB, FR 321, FR 321AE, FR 525, FR 525C, FR 525D, FR 525F, FR 525G, and FR 1157.

Violations of this order are punishable as a Class B misdemeanor by a fine or imprisonment or both. This order supersedes, rescinds, and replaces Order No. 03-0595; Dog Head Fire Area Closure, Cibola National Forest, Mountainair Ranger District.

Andy Miller, EVSWA Manager, speaks. He gives an update on the tire amnesty program that the County and the EVSWA are working on together. They started the program at the beginning of November. Anyone who resides in Torrance County can bring tires to any of the EVSWA convenience centers or transfer stations and drop them off free of charge. The cost of transportation and disposal of the tires is paid 100% from a state funded grant; there is no cost to the County or the EVSWA. So far, the Authority has collected 24 tons of tires- 2,400 tires, and \$6,000 of the \$18,000 grant has been spent.

Mr. Miller gives an update on the illegal dumping cleanup that the EVSWA and the County are working on. Two illegal dumps have been identified and cleanup will start and finish next week.

Two new tire dumps have been discovered in the County. Mr. Miller states that he will work with the County to prepare a grant application for the cleanup of these dumps.

Lastly, Mr. Miller informs the Commission that he is undertaking a fairly aggressive recycling initiative. He will be meeting with local businesses and larger producers of recyclable material to discuss this endeavor. Mr. Miller states that it is a cost saving measure and it's the right thing to do.

Fargo and San Juan County in Farmington, NM both are aware of the situation and are committed to forwarding all payments to us. We have already received many of the forwarded payments. I am personally keeping a detailed list of all payments that have been forwarded to us.

The satellite offices are good to go. Treasurer-Elect Tracy Sedillo and I will be out in the following communities on the following dates to receive tax payments and provide information:

Encino- November 29th at the Town Hall (changed from the Community Center due to a funeral)

Mountainair- December 1st at the City Hall Building

Moriarty- December 6th at the Moriarty Civic Center

All times will be from 9:00 to 2:00 pm.

Assessor Betty Cabber, Deputy Assessor Jesse Lucero, Clerk Linda Jaramillo, and Deputy Clerk Linda Kayser will be there to answer any questions for their departments as well. The Treasurer's Office will accept check, money order or credit card for tax payments. NO cash will be accepted. The Assessor's Office will provide information on exemptions and special method of value. Address Change forms will be available. Assessment questions or concerns will be addressed. The Clerk's Office will have information about elections, voter registration, business licenses, marriage licenses, recording of real estate documents, searching for recorded real estate documents and Commission proceedings. I am excited that we are cooperating with the goal of making it easier for residents who cannot travel to meet with us in person.

Chairman Candelaria asks about taking cash payments. Ms. Barela states that customers can go to the bank or the post office to obtain money orders if necessary, but she is not comfortable with the liability of having cash as they travel to and from the satellite offices. This is their first time going out into the community in this way and they will learn as they go. She states that if they find that not accepting cash payments becomes an issue, they can discuss putting some policy or procedure into place to safely allow that.

Mr. Forrest shows maps comparing the current coverage with the anticipated future coverage which is clearly much more extensive. He states that the future coverage will not only cover the current holes, but the quality of the transmissions will be upgraded significantly. Motorola is on the New Mexico State Purchasing Agreement. **NO ACTION, INFORMATION ONLY**

2. Ratify EMS Fund Act Vehicle Purchase Application for FY2018-

Augustina Sturchio, TC Fire District 5 Ms. Sturchio speaks. They are requesting ratification of an EMS Fund application for a new rescue vehicle for TC Fire District 5. They have applied for a grant from the State for the vehicle. She states that they are in desperate need of this vehicle as their current rescue vehicle is 20 years old, unreliable, and unsafe. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to ratify the EMS Fund Act Vehicle Purchase Application for FY2018. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme asks what they plan to do with the old vehicle. Ms. Sturchio replies that they plan to donate it to the State. Nick Sedillo states that it could also possibly go to public auction. Fire Chief Trumbull is in agreement with the submission of this application. Because of time constraints, the application has already been signed by Chairman Candelaria. It just needs to be ratified by the Commission today. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

3. Product Sale Agreement between Torrance County and Airgas- Hanna Sanchez, Fire Administrative Assistant

Ms. Leslie Olivas, Purchasing Director, speaks; Ms. Sanchez is unable to attend today's meeting. This is a product sale agreement between Torrance County and Airgas. Having this contract in place will eliminate the need for a purchase order every time a purchase from Airgas is necessary and make the accounting with this customer easier. Torrance County has had a contract with Airgas in the past. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Product Sale Agreement between Torrance County and Airgas. Chairman Candelaria seconds the motion. Madam Commissioner DuCharme asks which County departments are current Airgas customers. Ms. Olivas replies that there are currently purchase orders in place for TC Fire districts 2, 5, and 3; this agreement would cover all the Fire districts. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

Ms. Annette Ortiz, Interim County Manager, speaks. She has presented the Commission with four letters of interest for the Fair Board positions listed above. The letters of interest are from the following persons:

- Josh Knight
- Johnny Perea
- Marcie Wallin
- Amy Winn

Ms. Ortiz states that Ms. Winn and Mr. Knight are requested to be appointed to a 1 year term, and Mr. Perea and Ms. Wallin are both requesting re-appointment to the Board and did not specify a term. These Fair Board positions were published in the local newspaper. Chairman Candelaria asks if these letters were received within the timeframe that was posted in the paper. Ms. Ortiz replies that the public notice for these positions went out and the deadline for letters of interest was November 16th at 3:00 pm. Only Ms. Marcie Wallin submitted her letter on time. Chairman Candelaria suggests re-advertising these positions. Commissioner Frost suggests picking one today and re-advertising for the other two positions. All documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to appoint Ms. Marcie Wallin to a 3 year term on the TC Fair Board. Madam Commissioner DuCharme seconds the motion. No further discussion. The Commission votes; all in favor, none opposed. **MOTION CARRIED**

Commissioner Frost asks if the additional weeks it would take to re-advertise these positions will hinder the Fair Board in any way. Chairman Candelaria states that this is really the only fair way to do this. The Commission agrees to re-advertise and add these letters that were already received to any new that might come in.

Mr. Knight is in attendance at today's meeting. He comes to the podium and gives a brief statement about himself and his qualifications. He is sincerely thanked for his time today and his interest in participating on the Fair Board.

9. Qualification for County Manager Commissioner Frost speaks. He states that, as we all know, we will have to hire a new County Manager soon. He contacted the Association of Counties and they sent him a lot of information from other counties about what they had done when they hired their manager. He consolidated the information into the page listed below:

**TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY MANAGERS**

agreement, but this is how it works. He believes that the process should start and that Commissioner-Elect Sanchez should be part of the discussion. Commissioner Frost would like to have this item on the next Commission agenda to allow comment from Department Heads, and the Commission and Commissioner-Elect Sanchez. Madam Commissioner DuCharme wants discussion only among the current Commission, stating that Mr. Javier Sanchez is not a Commissioner yet, he is the Emergency Manager. Mr. Wallin comments that he sees no issue with input from a Commissioner-Elect. Of course, if there is a vote, it would only be the three current Commissioners or the new 3 member Commission. Chairman Candelaria agrees that this should be discussed again at the next Commission meeting. Madam Commissioner DuCharme comments that when she was a Commissioner-Elect, no one made an attempt to involve her in any commission matters.

10. Update

Ms. Ortiz states that she went to a construction meeting yesterday at Magistrate Court; the renovation is going great. They anticipate that the renovation will be completed in two weeks. The Sheriff's Department will be moving over there upon completion.

Ms. Ortiz spoke to a few people about possibly cutting the countertops in the Assessor's, Clerk's, and Treasurer's offices and dropping a portion of the countertop down to allow for better handicap accessibility. She is in the process of getting quotes.

Ms. Ortiz also wishes everyone a Happy Thanksgiving, especially to those who cannot be home with their loved ones for the holiday.

Public Requests: At the Discretion of the Commission Chair. For Information Only (**No Action Can Be Taken**). Comments are limited to three (3) minutes per person on any subject.

Michael Godey, resident, speaks. He read in The Mountain View Telegraph that there has been a series of break-ins recently in the Tijeras area. There was also a break-in that fits the pattern of those break-ins, near Tajique. He asks people to look at the article in the Feb. 17th paper to read about this and be on the lookout for suspicious cars, especially a grey or silver Toyota or Toyota shaped car that has linked to these break-ins.



Consent Agenda

DEBITS CREDITS

** GRAND TOTAL **		702,963.68	.00
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**TOTAL	GENERAL FUND	28,624.75	.00
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**DEPT	COUNTY COMMISSION	5,297.40	.00
401-05-2203	MAINTENANCE CONTRACTS	351.11	.00
401-05-2207	TELECOMMUNICATIONS	27.03	.00
401-05-2208	ELECTRICITY	1,168.96	.00
401-05-2221	PRINTING/PUBLISHING/ADVERTISING	148.42	.00
401-05-2266	TRAINING	250.00	.00
401-05-2272	PROFESSIONAL SERVICES	3,351.88	.00
=====			
**DEPT	PLANNING & ZONING	693.97	.00
401-08-2202	VEHICLE FUEL	129.39	.00
401-08-2203	MAINTENANCE CONTRACTS	370.85	.00
401-08-2207	TELECOMMUNICATIONS	27.03	.00
401-08-2221	PRINTING/PUBLISHING/ADVERTISING	166.70	.00
=====			
**DEPT	COUNTY MANAGER	229.47	.00
401-10-2202	VEHICLE FUEL	26.83	.00
401-10-2207	TELECOMMUNICATIONS	52.64	.00
401-10-2221	PRINTING/PUBLISHING/ADVERTISING	50.00	.00
401-10-2266	TRAINING	100.00	.00
=====			
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	3,034.87	.00
401-15-2202	VEHICLE FUEL	230.45	.00
401-15-2207	TELECOMMUNICATIONS	44.95	.00
401-15-2208	ELECTRICITY	2,651.66	.00
401-15-2215	BUILDING MAINTENANCE/REPAIR	107.81	.00
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**DEPT	JUDICIAL COMPLEX MAINTENANCE	2,679.17	.00
401-16-2208	ELECTRICITY	2,679.17	.00
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**DEPT	COUNTY CLERK	45.39	.00
401-20-2207	TELECOMMUNICATIONS	45.39	.00
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**DEPT	ELECTIONS	50.06	.00
401-21-2308	VOTING MACHINE STORAGE	50.06	.00
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**DEPT	HEALTH DEPT BLDG MAINTENANCE	158.77	.00
401-24-2208	ELECTRICITY	158.77	.00
=====			
**DEPT	PURCHASING DEPARTMENT	1,000.00	.00
401-27-2266	TRAINING	1,000.00	.00
=====			
**DEPT	COUNTY TREASURER	1,034.06	.00
401-30-2202	VEHICLE FUEL	20.63	.00
401-30-2203	MAINTENANCE CONTRACTS	286.73	.00
401-30-2207	TELECOMMUNICATIONS	21.16	.00
401-30-2219	OFFICE SUPPLIES	155.54	.00
401-30-2266	TRAINING	550.00	.00
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**DEPT	COUNTY SHERIFF	9,381.75	.00
401-50-2202	VEHICLE FUEL	7,321.10	.00

DEBITS CREDITS

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401-50-2207          TELECOMMUNICATIONS          1,997.31          .00
401-50-2218          EQUIPMENT MAINTENANCE/REPAIR    63.34          .00
**DEPT              FINANCE DEPARTMENT           250.00          .00
401-55-2266          TRAINING                      250.00          .00
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**DEPT              INFORMATION TECHNOLOGY DEPARTMEN 4,201.22          .00
401-65-2203          MAINTENANCE CONTRACTS        4,201.22          .00
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**DEPT              ANIMAL SHELTER               568.62          .00
401-82-2207          TELECOMMUNICATIONS           321.70          .00
401-82-2208          ELECTRICITY                   246.92          .00
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**TOTAL            ROAD FUND                    76,789.92          .00
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**DEPT              COUNTY ROAD DEPARTMENT       10,546.21          .00
402-60-2201          VEHICLE MAINTENANCE/REPAIR    2,837.20          .00
402-60-2203          MAINTENANCE CONTRACTS        87.28          .00
402-60-2207          TELECOMMUNICATIONS           103.50          .00
402-60-2244          MACHINERY MAINTENANCE/REPAIR  4,934.14          .00
402-60-2255          CATTLEGUARDS/CULVERTS        2,584.09          .00
=====
**DEPT              CAP PROJECT                   41,008.54          .00
402-62-2286          OILS/DISTRIBUTION            41,008.54          .00
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**DEPT              SB PROJECT                    17,349.01          .00
402-63-2286          OILS/DISTRIBUTION            17,349.01          .00
=====
**DEPT              SP PROJECT                     7,886.16          .00
402-64-2286          OILS/DISTRIBUTION             7,886.16          .00
=====
**TOTAL            DISTRICT 5 VPD                934.35          .00
=====
**DEPT              STATE FIRE ALLOTMENT          934.35          .00
405-91-2202          VEHICLE FUEL                  361.10          .00
405-91-2208          ELECTRICITY                    210.82          .00
405-91-2266          TRAINING                       209.00          .00
405-91-2272          PROFESSIONAL SERVICES         153.43          .00
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**TOTAL            DISTRICT 2 VPD                2,983.40          .00
=====
**DEPT              STATE FIRE ALLOTMENT          2,983.40          .00
406-91-2207          TELECOMMUNICATIONS            44.47          .00
406-91-2208          ELECTRICITY                     143.11          .00
406-91-2219          OFFICE SUPPLIES                1,407.18          .00
406-91-2236          UNIFORMS                       535.45          .00
406-91-2248          SAFETY EQUIPMENT               699.76          .00
406-91-2272          PROFESSIONAL SERVICES         153.43          .00
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**TOTAL            DISTRICT 1 VPD                260.31          .00
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**DEPT              STATE FIRE ALLOTMENT          260.31          .00
407-91-2202          VEHICLE FUEL                    29.94          .00
407-91-2208          ELECTRICITY                      76.94          .00
407-91-2272          PROFESSIONAL SERVICES          153.43          .00
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*****TOTAL		DISTRICT 3 VFD	1,977.32	.00
**DEPT	408-91-2202	STATE FIRE ALLOTMENT	1,977.32	.00
	408-91-2207	VEHICLE FUEL	366.33	.00
	408-91-2208	TELECOMMUNICATIONS	27.07	.00
	408-91-2230	ELECTRICITY	308.56	.00
	408-91-2272	MEDICAL SUPPLIES	1,121.93	.00
		PROFESSIONAL SERVICES	153.43	.00
**TOTAL		DISTRICT 4 VFD	418.51	.00

**DEPT	409-91-2202	STATE FIRE ALLOTMENT	418.51	.00
	409-91-2208	VEHICLE FUEL	103.64	.00
	409-91-2272	ELECTRICITY	161.44	.00
		PROFESSIONAL SERVICES	153.43	.00
**TOTAL		I. E. PROTECTION FUND	2,019.22	.00

**DEPT	410-50-2222	COUNTY SHERIFF	2,019.22	.00
		FIELD SUPPLIES	2,019.22	.00
**TOTAL		COUNTY FIRE PROTECTION FUND	3,592.22	.00

**DEPT	411-92-2230	1/4% FIRE EXCISE TAX	3,592.22	.00
	411-92-2248	MEDICAL SUPPLIES	1,839.03	.00
		SAFETY EQUIPMENT	1,753.19	.00
**TOTAL		FIRE DEPARTMENT ADMIN	1,452.91	.00

**DEPT	413-91-2202	STATE FIRE ALLOTMENT	1,452.91	.00
	413-91-2207	VEHICLE FUEL	1,173.14	.00
	413-91-2272	TELECOMMUNICATIONS	126.34	.00
		PROFESSIONAL SERVICES	153.43	.00
**TOTAL		DISTRICT 6 VFD	8,811.35	.00

**DEPT	418-91-2201	STATE FIRE ALLOTMENT	8,811.35	.00
	418-91-2202	VEHICLE MAINTENANCE/REPAIR	8,000.00	.00
	418-91-2208	VEHICLE FUEL	99.46	.00
	418-91-2218	ELECTRICITY	48.47	.00
	418-91-2272	EQUIPMENT MAINTENANCE/REPAIR	510.00	.00
		PROFESSIONAL SERVICES	153.42	.00
**TOTAL		JAIL FUND	3,611.85	.00

**DEPT	420-70-2172	ADULT INMATE CARE	1,418.24	.00
	420-70-2173	CARE OF INMATES	285.00	.00
	420-70-2207	INMATE MEDICAL	860.13	.00
		TELECOMMUNICATIONS	273.11	.00
**DEPT	420-73-2201	COMMUNITY MONITORING	2,193.61	.00
	420-73-2202	VEHICLE MAINTENANCE/REPAIR	247.20	.00
	420-73-2207	VEHICLE FUEL	45.82	.00
		TELECOMMUNICATIONS	94.30	.00

DEBITS CREDITS

420-73-2218	EQUIPMENT MAINTENANCE/REPAIR	1,706.29	.00
420-73-2272	PROFESSIONAL SERVICES	100.00	.00
**TOTAL	SAFETY PROGRAM	461.72	.00
**DEPT	RISK MANAGEMENT	461.72	.00
600-06-2248	SAFETY EQUIPMENT	461.72	.00
**TOTAL	CIVIL DEFENSE FUND	29.25	.00
**DEPT	COMMUNICATIONS/EMS TAX	29.25	.00
604-83-2207	TELECOMMUNICATIONS	29.25	.00
**TOTAL	DWI PROGRAM FUND	27.04	.00
**DEPT	DWI LOCAL GRANT FY16	27.04	.00
605-02-2207	TELECOMMUNICATIONS	27.04	.00
**TOTAL	TREASURER'S FEE	1,750.36	.00
**DEPT	COUNTY TREASURER	1,750.36	.00
609-30-2218	EQUIPMENT MAINTENANCE/REPAIR	1,415.12	.00
609-30-2219	OFFICE SUPPLIES	335.24	.00
**TOTAL	PROPERTY VALUATION FUND	23.50	.00
**DEPT	COUNTY ASSESSOR	23.50	.00
610-40-2202	VEHICLE FUEL	23.50	.00
**TOTAL	CLERK'S EQUIPMENT FUND	18.30	.00
**DEPT	COUNTY CLERK	18.30	.00
612-20-2205	MILEAGE/PER DIEM	18.30	.00
**TOTAL	RPHCA GRANT	8,240.00	.00
**DEPT	RPHCA GRANT FY17	8,240.00	.00
616-17-2272	PROFESSIONAL SERVICES	8,240.00	.00
**TOTAL	HOME VISITING GRANT	244.02	.00
**DEPT	HOME VISITING GRANT FY16	168.17	.00
629-49-2207	TELECOMMUNICATIONS	168.17	.00
**DEPT	HOME VISITING GRANT FY17	75.85	.00
629-52-2205	MILEAGE/PER DIEM	75.85	.00
**TOTAL	HIGH LONESOME WIND PILOT	149,500.00	.00
**DEPT	HIGH LONESOME WIND PILOT	149,500.00	.00
641-09-2410	HIGH LONESOME WIND FARM PILOT	149,500.00	.00
**TOTAL	P&Z COURT FEES	1,137.54	.00
**DEPT	PLANNING & ZONING	1,137.54	.00

	DEBITS	CREDITS
685-08-2201	856.89	.00
685-08-2202	251.32	.00
685-08-2207	29.33	.00

 **TOTAL

DOMESTIC VIOLENCE GRANT	17.84	.00
DV GRANT FY16	17.84	.00
TELECOMMUNICATIONS	17.84	.00

 **DEPT 690-86-2207

IMMIGRATION & CUSTOMS ENFORCEMENT	408,046.45	.00
ADULT INMATE CARE	408,046.45	.00
CARE OF INMATES	408,046.45	.00

 **TOTAL 825-70-2172

EMERGENCY-911 FUND	1,991.55	.00
911-DISPATCH CENTER	1,971.55	.00
VEHICLE FUEL	25.26	.00
MAINTENANCE CONTRACTS	67.43	.00
TELECOMMUNICATIONS	189.49	.00
ELECTRICITY	1,352.37	.00
OFFICE SUPPLIES	225.68	.00
CLEANING SUPPLIES	111.32	.00

 **DEPT 911-80-2202

DFA TRAINING GRANT	20.00	.00
TRAINING	20.00	.00

 **DEPT 911-85-2266

WELLS FARGO	702,963.68	.00
** BANK TOTALS **	702,963.68	.00

 BANK01

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

TOTAL CHECKS PRINTED

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 702,963.68 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/22/2016 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED ATTEST BY

James W. Frost Leroy M. Candelaria Julia Ducharme Linda Jaramillo

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

Tanice Y. Barcia

INVC#	Name	Description	Line Item	PO#	Amount
1121.93	AIRGAS USA LLC	CYLINDER RENTEL FEE	408912230	30009	1121.93
1121.93	AIRGAS INC	INVOICE # 9940499967			
1121.93	P O BOX 676015				
1121.93	DALLAS TX 75267 6015				

3112816	B I INC	GPS/ADD UNITS	420732218		1706.29
1706.29	TOT\$	(13 DEFENDANTS)			
1706.29	PAID	OCTOBER BILL			
1706.29	BAL	INVOICE# 983498			

2112816	BELLANTE, MEGAN	UNM TRANSITION COURSE	405912266		209.00
209.00	TOT\$	FINGERPRINTS			
209.00	PAID	NM EMS BUREAU LICENSE			
209.00	BAL				

4112816	BURT & COMPANY CPAS LLC	BILL FOR ACCOUNTING ASSIST.	401052272		3219.38
3219.38	TOT\$	8/15/16-9/10/16			
3219.38	PAID	INVOICE# 146136			
3219.38	BAL				

5112816	CENTRAL NM ELECTRIC COOP.	OCT. BILL FOR VOTING MACHINE	401212308		50.06
9257.25	TOT\$	ACCOUNT#8880529300/CLERK			246.92
9257.25	PAID	ACCOUNT#8880084401/TC ANIMAL	401822208		
9257.25	BAL	SHELTER MONTH OF OCTOBER	401152208		2645.39
		ACCOUNT#404273000/COURTHOUSE	401152208		6.27
		ACCOUNT#404273700/COURTHOUSE	401242208		158.77
		ACCOUNT#404492801/HEALTH DEPT.	401052208		398.27
		ACC.#205707901/MOUNTAINAIR SENIO	401052208		411.64
		ACC.#401421201/MOUNTAINAIR SENIO	401052208		359.05
		ACC.#8880109702/ESTANCLIA COMPLE	401162208		2679.17
		ACC.#8880179001/JUDICIAL CENTER	401162208		240.37
		19615100 & 8880074400 DIST.3 VFD	407912208		76.94
		DIST.1 VFD 21036000,8880105100	409912208		161.44
		DIST.4 VFD 20554400 & 8880282700	405912208		140.99
		DIST.5 VFD ACC#8880411701	405912208		69.83
		DIST.5 VFD 19103200 & 19103300	418912208		48.47
		DIST.6 VFD ACC# 207079301	406912208		143.11
		DIST.2 VFD 8880099100 & 19770500	911802208		44.73
		DISPATCH ACC# 19705500	911802208		100.95
		DISPATCH ACC# 8880281300	911802208		1206.69
		DISPATCH ACC# 8880581500	408912208		68.19
		DIST.3 VFD ACC# 8880488700			

6112816	CENTURYLINK	ACC.#5053843025821B ELECTRONIC M	420732207		58.32
589.94	TOT\$	ACC.#5053845117227B TC ANIMAL SH	401822207		258.51
589.94	PAID	ACC#5058320012749M SHERIFF	420702207		273.11
589.94	BAL				

7112816	CINTAS CORPORATION NO. 2	FIRST AID KIT REFILL AND SERVICE	600062248	30126	461.72
461.72	TOT\$	ADMINISTRATIVE BUILDING		30126	
461.72	PAID	COMMODITY CODES: 34532		30126	
461.72	BAL	ACC# 300009096 INV#8402959794			

INVC# Name

Description

Line Item

PO#

Amount

8112816 COMPUTER CORNER INC 609302219 30317 335.24
 335.24 TOT\$
 PAID 4410 MENAUL BLVD. NE
 ALBUQUERQUE NM 87110
 INV# 149455 ACC# 2464732

37112816 CONTECH CONSTRUCTION PRODUCTS 402602255 30358 2584.09
 2584.09 TOT\$
 PAID 16445 COLLECTIONS CENTER DRIVE
 CHICAGO IL 60693
 CULVERTS FOR WASHOUTS
 CR A020/LA PARA ROAD
 TO BE REIMBURSED THROUGH FEMA
 VERBAL APPROVAL BY L. OLIVAS
 919 ON 11/7/16 TWP-171104
 INVOICE# IN00286407
 ACCOUNT# 5590448

38112816 CORRECTIONS CORPORATION OF AMERI REIMBURSEMENT FOR SEPTEMBER 825702172 408046.45
 408046.45 TOT\$
 PAID WELLS FARGO
 PO BOX 936017
 ATLANTA GA 31193 6017
 ICE HOUSING
 INVOICE# ICE 9/2016
 ACC# CCA/TORRANCE

9112816 DE LAGE LANDEN FINANCIAL SERVICE COPIER LEASE 401502218 63.34
 63.34 TOT\$
 PAID P O BOX 41602
 PHILADELPHIA PA 19101
 INV# 52347624 ACC# 25190566

39112816 DESERT MOON CRAFTS LLC 911852266 20.00
 20.00 TOT\$
 PAID SNOW, CHRISTINE
 P.O. BOX 2440
 EDGEMOOD NM 87015
 CPR INITIAL COURSE
 A. RAY
 INV# ASHT-2016-3

53112816 EAST MOUNTAIN PHYSICAL THERAPY CHAVEZ 420702173 860.13
 860.13 TOT\$
 PAID FOWLER ENTERPRISE INC
 PO BOX 1730
 MORIARTY NM 87035

11112816 ESTANCIA PUBLIC SCHOOLS HIGH LONESOME WIND FARM 641092410 149500.00
 149500.00 TOT\$
 PAID PO BOX 68
 ESTANCIA NM 87016

12112816 GALLIS LLC 410502222 807.50
 1625.36 TOT\$
 PAID P O BOX 71628
 CHICAGO IL 60694 1628
 5-ASP BATONS 30315
 4-STINGER LED FLASHLIGHT 30315
 1-SHIPPING 30315
 INV# 6432179 ACC#3736744
 5 - ASP 16" COMPACT EXPANDABLE 410502222 817.86
 BATON 30374
 4 - STREAMLIGHT STINGER LED 30374
 RECHARGABLE FLASHLIGHT 30374
 SHIPPING 30374

13112816 GM EMISSION LLC

78 - CSSI 1:1 FOG SEAL OIL FOR

30357

41008.54

INVC# Name

41008.54 TOT\$ PAID 5935 AGUA FRIA

41008.54 BAL SANTA NM 87507

Description Line Item PO# Amount

78 - CSSI 1:1 FOG SEAL OIL FOR 30367 30367

CAP PROJECT; TAX 30367 30367

IFB 2017-02 - APPROVED 11/9/16 30367 30367

TCC MEETING 30367 30367

CAP-5-16 (472) CTXKD14924 30367 30367

CL#L500215 30367 30367

INV#2147 (CAP) TC ROAD

14112816 GM EMULSION LLC

17349.01 TOT\$ PAID 5935 AGUA FRIA

17349.01 BAL SANTA NM 87507

33 - CSSI 1:1 FOG SEAL OIL FOR 402632286 30368 30368

SB PROJECT; TAX 30368 30368

33 - CSSI 1:1 FOG SEAL OIL FOR 30368 30368

SB PROJECT; TAX 30368 30368

IFB 2017-02 APPROVED 11/9/2016 30368 30368

TCC MEETING 30368 30368

SB-7808105) CT#D14919 30368 30368

CL#L500209 30368 30368

INV# 2147 (SB) TC ROAD

15112816 GM EMULSION LLC

7886.16 TOT\$ PAID 5935 AGUA FRIA

7886.16 BAL SANTA NM 87507

15 - CSSI 1:1 FOG SEAL OIL 402642286 30372 30372

FOR SP PROJECT; TAX 30372 30372

15 - CSSI 1:1 FOG SEAL OIL 30372 30372

FOR SP PROJECT; TAX 30372 30372

IFB 2017-02 APPROVED 11/9/2016 30372 30372

COMMISSION MEETING 30372 30372

SP-5-16- (182) CT#D14931 30372 30372

CI#L500183 30372 30372

INV# 2147 (SP) TC ROAD

16112816 HONSTEIN OIL CO.

313.98 TOT\$ PAID 11 PASEO REAL

313.98 BAL SANTA FE NM 87507

UNIT A04 FUEL CHARGE 610402202 23.50

SHERIFF FUEL ACC# 3864 401502202 164.70

P&Z 11/9/16 685082202 49.49

P&Z 11/15/16 685082202 44.81

P&Z 11/14/16 401082202 31.48

17112816 INDEPENDENT NEWS LLC

166.70 TOT\$ THE INDEPENDENT

PAID P O BOX 1056

166.70 BAL EDGEWOOD NM 87015

LEGAL NOTICE RESOLUTION 16-046 401082221 30325 30325

INV# 75811 30325 30325

40112816 MRQ OF NEW MEXICO

2837.20 TOT\$ DON CHALMERS FORD

PAID 2500 RIO RANCHO BLVD

2837.20 BAL RIO RANCHO NM 87124

LAP TOP CONSOLE FOR O1 TRUCK 402602201 30073 30073

INCLUDES: WIDE BODY CONSOLE, CUP 30073 30073

HOLDER, STORAGE POCKET, SCREEN 30073 30073

SUPPORT, SIDE MOUNT MOTION 30073 30073

DEVICE, INSTALLATION, TAX 30073 30073

LIGHT BAR FOR EMERGENCIES W/ 30073 30073

ACCESSORIES 30073 30073

INVOICE# 3653

INVC#	Name	Description	Line Item	PO#	Amount
18112816	MOUNTAINAIR MEDS & MORE	BABY ASA 81MG, ORAL GLUCOSE (TUBE), EPINEPHRINE 1:1000, IPRATROPIUM NEB 0.02 PERCENT, ALBUTEROL NEB 0.083 PERCENT, NALOXONE 1MG/ML, NALOXONE 1MG/ML APAP SOLUTION, MAD DEVICE, NACL 0.9 PERCENT IRRIGATION	411922230		
839.03	TOT\$ PAID P.O. BOX 969			30383	839.03
839.03	BAL MOUNTAINAIR NM 87036			30383	
				30383	
				30383	

41112816	MOUNTAINAIR MEDS & MORE	PHARMACIST CONSULTANT SERVICES INSPECTION OF MEDICATIONS FOR FIRE CHIEF	411922230		
1000.00	TOT\$ PAID P.O. BOX 969			30382	1000.00
1000.00	BAL MOUNTAINAIR NM 87036			30382	
42112816	NATIONAL FIRE FIGHTER CORP.	FINANCE CHARGE	406912248		
26.36	TOT\$ PAID P.O. BOX 21107	PO WAS CLOSED OUT BEFORE WE RECEIVED CHARGE			26.36
26.36	BAL EUGENE OR 97402	INVOICE# 1314738			
		ACCOUNT# R3581			

43112816	NATIONAL FIRE FIGHTER CORP.	CREWBOSS DUAL CERTIFIED ELITE	406912236		
535.45	TOT\$ PAID P.O. BOX 21107	PANT TECASAFE PLUS 36" WAIST/ 30" INSEAM;		30170	535.45
535.45	BAL EUGENE OR 97402	CREWBOSS DUAL CERTIFIED ELITE PANT TECASAFE PLUS 34" WAIST/ 30" INSEAM;		30170	
		LARGE CREWBOSS BRUSH COAT		30170	
		TECASAFE PLUS;		30170	
		SHIPPING/HANDLING		30170	
		INV# 1330266 ACC# R3581			

20112816	NEW MEXICO APPARATUS LLC	RR TIRES, RR KING PINS, REPLACE TRUNK LEVEL SENSOR, REMOVE FOAM LINES, RR WHEEL BEARINGS, REP REAR LIGHT, GRAB HANDLE/DECA	418912201		
9753.19	TOT\$ PAID P O BOX 471				8000.00
9753.19	BAL MCLINTOSH NM 87032				1753.19

19112816	NM ASSOCIATION OF DRUG COURT PROFESSIONALS	DRUG COURT TRAINING	420732272		
100.00	TOT\$ PAID 237 DON GASPAR AVE			30288	100.00
100.00	BAL SANTA FE NM 87501 2178				
44112816	NM EDGE	5 - CLASS CREDITS - L. ARCHULETA	401052266	30389	250.00
2150.00	TOT\$ PAID 4001 OFFICE COURT SUITE 308	2 - CLASS CREDITS - A. ORTIZ	401102266	30389	100.00
2150.00	BAL SANTA FE NM 87507	20 - CLASS CREDITS - L. OLIVAS-5	401272266	30389	1000.00
		K. HERNANDEZ-15		30389	
		11 - CLASS CREDITS - C. ARAGON-5	401302266	30389	550.00
		J. BARELA-5, T. SEDILLO-1		30389	
		5 - CLASS CREDITS - A. TENORIO	401552266	30389	250.00
		INV# 4035 ACC# CC00000780G			

INVC#	Name	Description	Line Item	PO#	Amount
21112816	PENGUIN MANAGEMENT INC.	6 MONTHS VOICE NOTIFICATION;	407912272	30387	153.43
1074.00	TOT\$	6 MONTHS ADDITIONAL SINGLE TONE	406912272	30387	153.43
	PAID	PAIR;	408912272	30387	153.43
1074.00	BAL	6 MONTHS STREAMING AUDIO;	409912272	30387	153.43
		DECEMBER 2016 - MAY 2017	405912272	30387	153.43
		VERBAL APPROVAL BY L. OLIVAS	418912272	30387	153.42
		1544 ON 11/14/16 TMP-171111	413912272	30387	153.43
		INVOICE# 41934			
22112816	PREBYTERIAN MEDICAL SERVICES	MHC RPHCA CONTRACT-SEPTEMBER	616172272		8240.00
8240.00	TOT\$				
	PAID				
8240.00	BAL				
52112816	RICH FORD SALES	SPARK PLUGS, TRANSMISSION FILTER	685082201	30409	856.89
856.89	TOT\$	TRANSMISSION FLUID CHANGE, FRONT		30409	
	PAID	DIFFERENTIAL FLUID, REAR		30409	
856.89	BAL	DIFFERENTIAL FLUID, OIL CHANGE,		30409	
		ADDITIONAL REPAIRS		30409	
		VERBAL APPROVAL BY L. OLIVAS		30409	
		1004 ON 11/16/2016 TMP-171120		30409	
		INVOICE# 2010869 ACC# 316263			
23112816	RICOH USA, INC	MP354SP C86130949	401302203		286.73
286.73	TOT\$	RENT 9/22/16 TO 10/25/16			
	PAID	INVOICE# 97779092			
286.73	BAL	ACCOUNT# 80569-1016034A7			
24112816	RICOH USA, INC	MPC3503-C86131093	401082203		370.85
370.85	TOT\$	INVOICE# 97779096			
	PAID	ACCOUNT# 80569-10272665US1			
370.85	BAL				
25112816	RICOH USA, INC	REPLACES PO#29507	401052203	29791	351.11
351.11	TOT\$	INVOICE# 97837267			
	PAID	ACCOUNT# 80569-10 27255US2			
351.11	BAL				
45112816	RICOH USA, INC	***REPLACES PO 28745***	402602203	29850	87.28
87.28	TOT\$	BASE BLACK/WHITE			
	PAID	INVOICE# 5045355834/22138780			
87.28	BAL	ACCOUNT# 3940880			
26112816	ROSS PLUMBING & MECHANICAL	BRACKET FOR SINK SPRAYER AT	401152215	30308	107.81
107.81	TOT\$	MORLARTY SENIOR CENTER		30308	
	PAID				
107.81	BAL				
27112816	SANTA FE COUNTY CORRECTIONS DEPT	3-LOBEZ OCTOBER, 2016	420702212		285.00
285.00	TOT\$	BANK OF NEW YORK MELLON TRUST CO			
		INVOICE# TOR 10-2016			

Description	Line Item	PO#	Amount
DWI	605022207		27.04
ELEC. MONITOR	420732207		35.98
TRASURER	401302207		21.16

10 - X26 TASER BATTERIES	410502222		393.86
SHIPPING		30388	

32112816 TRADIC INC.	401652203		4201.22
4201.22 TOT\$			
PAID P.O. DRAWER 471			
DEWING NM 88031			
ACCOUNT# 1425			

54112816 TRADIC INC.	401302219		71.00
71.00 TOT\$			
PAID P.O. DRAWER 471			
DEWING NM 88031			
ACCOUNT# 1425			

55112816 TRADIC INC.	609302218		1415.12
1415.12 TOT\$			
PAID P.O. DRAWER 471			
DEWING NM 88031			
ACCOUNT# 1425			

33112816 UNIQE ENTERPRISES	420732201		247.20
247.20 TOT\$			
PAID P O BOX 1426			
MORLAITY NM 87035			
ACCOUNT# 2380			

10112816 US BANCORP EQUIPMENT FINANCE	911802203		67.43
67.43 TOT\$			
PAID F/K/A OFFICE EQUIPMENT			
P O BOX 790448			
SF LOUIS MO 63179 0448			
ACCOUNT# 1425			

34112816 VERIZON WIRELESS	401502207		123.36
123.36 TOT\$			
PAID P O BOX 660108			
DALLAS TX 75266 0108			
ACCOUNT# 242016457-00001			

35112816 WAGWORKS	401052272		132.50
132.50 TOT\$			
PAID PO BOX 870725			
KANSAS CITY MO 64187 0725			
ACCOUNT# 2048013			

36112816 WARREN REMMY	418912218		510.00
510.00 TOT\$			
PAID 46 PAJARITO			
MORLAITY NM 87035			
ACCOUNT# 1425			

4 - TWO LAMP SECURITY FIXTURES		30316	
W/LAMPS;		30316	
3 - COURSE MATERIALS FOR ROOF		30316	
LEAKS		30316	
1 - EVAPORATION COOLER COVER		30316	

INVC#	Name	Description	Line Item	PO#	Amount
9988.08	WEX FLEET UNIVERSAL	LABOR		30316	

5112816	WEX FLEET UNIVERSAL	P&Z FUEL	401082202		97.91
9988.08	WEX BANK	P&Z FUEL ACC# 496-00-202246-5	685082202		157.02
	PAID PO BOX 6293	TC PROJECT OFFICE, HV	629522205		275.85
9988.08	CAROL STREAM IL 60197 6293	MANAGER ACC# 0496-00-202246-5	401102202		26.83
		MAINT. ACC# 0459-00-219597-2	401152202		230.45
		CLERK	612202205		18.30
		TREASURER ACC# 0496-00-202246-5	401302202		20.63
		SHERIFF FUEL	401502202		7156.40
		DIS 5 VFD ACC# 0496-00-202246-5	405912202		361.10
		TCRD 1 ACC# 0496-00-202246-5	407912202		29.94
		DIS. 3 VFD ACC# 0496-00-202246-5	408912202		366.33
		DIS. 4 VFD ACC# 0496-00-202246-5	409912202		103.64
		FIRE ADMIN.	413912202		1173.14
		TCRD 6 ACC# 0496-00-202246-5	418912202		99.46
		ELECTRONIC MONITORING ACC#G82899	420732202		45.82
		DISPATCH ACC# 0459-00-219597-2	911802202		25.26

5012816	WS DARLEY & CO	6 - LITTLE ED RECOIL LED WITH	406912248		673.40
673.40	TOT\$	PHOTO LUMINESCENT SHROUD			
	PAID	FLASHLIGHT;			
673.40	BAL	6 - PINK TURNOUT GEAR BAG WITH	30172		30172
		SHOULDER STRAP XL PINK TURNOUT	30172		30172
		GEAR BAG WITH REFLECTIVE	30172		30172
		STITCHING;	30172		30172
		SHIPPING AND HANDLING	30172		30172
		INV# 17258833 & INV# 17259832			

4912816	4 RIVERS EQUIPMENT, LLC	TIRES FOR EQUIPMENT	402602244		30205
4934.14	TOT\$	OCTOBER 2016			30205
	PAID	MISC. REPAIRS PARTS SERVICE CALL			
4934.14	BAL	ACC# 37497			4934.14

TOTAL INVOICING 702963.68

INVC#	Name	Description	Line Item	PO#	Amount
1113016	ANAYA, JANICE KAYSER	2016 PRECINCT 13 RECOUNT	401212205		53.75
53.75	TOT\$ PAID				
53.75	P.O. BOX 494				
53.75	BAL				
2113016	ANAYA, RYANN	2016 PRECINCT 13 RECOUNT	401212205		53.75
53.75	TOT\$ PAID				
53.75	PO BOX 494				
53.75	BAL				
5113016	ANAYA, SENAIDA	2016 PRECINCT 13 RECOUNT	401212226		53.75
53.75	TOT\$ PAID				
53.75	23 COUNTY RD A041N				
53.75	BAL				
3113016	CENTRAL NM ELECTRIC COOP.	MONTHLY ELECTRICITY	412532208		196.74
196.74	TOT\$ PAID	ACC# 224			
196.74	PO BOX 669				
196.74	BAL				
4113016	CHAVEZ, NESTORITA G	2016 PRECINCT 13 RECOUNT	401212205		53.75
53.75	TOT\$ PAID				
53.75	P O BOX 652				
53.75	BAL				
6113016	CHAVEZ, VENESSA I	2016 PRECINCT 13 RECOUNT	401212226		53.75
53.75	TOT\$ PAID				
53.75	P O BOX 251				
53.75	BAL				
7113016	DIAL, BERNARDINE	2016 PRECINCT 13 RECOUNT	401212226		53.75
53.75	TOT\$ PAID				
53.75	676 HWY 55				
53.75	BAL				
8113016	FIRST VETERINARY SUPPLY	2 - BOX 5-WAY VAX	401822115	30330	564.40
647.23	TOT\$ PAID	2 - BAX INTRATRAY VAX		30330	30330
647.23	HARVARD DRUG GROUP LLC	1 - BOX FELINE VAX		30330	30330
647.23	PAID	ASSORTED SYRINGES			82.83
647.23	BAL				
9113016	HARRIS SYSTEMS USA INC.	(1) MARSHALL & SWIFT MAINT.	610402203		2952.81
2952.81	TOT\$ PAID	FOR THE PERIOD JAN.1 2017			
2952.81	PAID	THRU DEC. 31, 2017			
2952.81	BAL	INV# MN14041837			
10113016	HARRIS SYSTEMS USA INC.	(1) REALWARE SUPPORT & MAINT.	610402203		24043.22
24043.22	TOT\$ PAID	FOR PERIOD JAN 1 - DEC 31, 2017			
24043.22	PAID	INV# MN14041816			
24043.22	BAL				
11113016	HONSTEIN OIL CO.	UNIT# TCAO-2 FUEL CHARGE	610402202		41.47
41.47	TOT\$	INV# ZZZ2 ACC# TCASS			

INVC#	Name	Description	Line Item	PO#	Amount
PAID	11 PASEO REAL				
41.47	BAL SANTA FE NM 87507				
12113016	IAAO	B CABER INV# 17-10159035	610402286		950.00
950.00	TOT\$ INTERM ASSOC OF ASSESSING OFFICE	J LUCERO INV# 17-10191943			
	PAID PO BOX 29900 DEPT. 929	N SEDITLO INV# 17-10159047			
950.00	BAL PHOENIX AZ 85038 0900	G RICHARD INV# 17-10159016			
		B HOLF INV# 17-10176465			
13113016	LAWRENCE, LAVONNE		401212226		53.75
53.75	TOT\$				
	PAID P.O. BOX 192				
53.75	BAL ESTANCAIA NM 87016				
14113016	LUCERO, LUCIA		605222272		2027.72
2027.72	TOT\$				
	PAID PO BOX 123	TEEN COURT/PREVENTION			
		NOVEMBER 16-30, 2016			
2027.72	BAL TORREON NM 87061	INV# 111-30			
15113016	LUNA, TITLIE M.		401212226		53.75
53.75	TOT\$				
	PAID HCG6 BOX 179				
53.75	BAL MOUNTAINAIR NM 87036				
16113016	MESA EQUIPMENT & SUPPLY CO		406912248		1614.58
1614.58	TOT\$				
	PAID PO BOX 91568	INSTALL REGULATOR ON FIRE TRUCK			
		ESTIMATED LABOR AND MILEAGE			
1614.58	BAL ALBUQUERQUE NM 87129	APPLICABLE FREIGHT AND TAX			
		INV# 3016340 ACC# 13714			
17113016	MHQ OF NEW MEXICO		610402218		549.26
549.26	TOT\$				
	PAID DON CHALMERS FORD	4 - INSTALLATION OF SWITCH BOX			
		AND FACE PLATES, SOUND OFF			
549.26	BAL 2500 RIO RANCHO BLVD	SWITCH BOX, TAX ON LABOR			
		COMMODITY CODES: 06066			
		INV# 3358			
18113016	MOUNTAIN VIEW TELEGRAPH		401082221		42.00
42.00	TOT\$				
	PAID ATTN: ACCOUNTS RECEIVABLES	AD FOR APPLICATIONS FOR FILING			
		CLERK POSITION			
42.00	BAL P.O. BOX 2225	VERBAL APPROVAL BY A. ORTIZ			
		ON 11/16/2016 A020161116A			
		INV# 1322228-01 ACC# 1005905			
19113016	NEW MEXICO APPARATUS LLC		408912201		76.79
76.79	TOT\$				
	PAID P O BOX 471	ENGINE 31 TS EMERGENCY LIGHTS			
		INOP BREAKER TRIPPED			
76.79	BAL MCINTOSH NM 87032	PARTS, LABOR, GRT ON LABOR			
		INV# 91921			
20113016	ON SCENE TESTING & TRAINING LLC		406912248		1058.40
1058.40	TOT\$				
	PAID 9180 COORS NM #2005	TEST ON SCENE FIRE APPARATUS			
		NFPA 1911			
		MILEAGE TRAVELED TO AND FROM LA			

INVC#	Name	Description	Line Item	PO#	Amount
1058.40	BAL	ALBUQUERQUE NM 87120			
		JOYA NM AND FIRE DEPARTMENT WRITTEN DOCUMENTATION AND RECOMMENDATIONS FOR SERVICE OR REPAIR TAX ON LABOR INV# 1292			30234 30234 30234 30234 30234

21113016	ORTIZ, JENEA R	CONTINUM COORDINATOR	635672272		2600.00
2600.00	TOT\$	GRT NOV. 2016			
	PAID	INV# 52017			

22113016	OTERO, MARY T.	2016 PRECINCT 13 RECOUNT	401212226		53.75
53.75	TOT\$				
	PAID				

23113016	PLATEAU WIRELESS	NOVEMBER BILL 575-584-2244	407912207		177.24
177.24	TOT\$	ATTN: SARAH VARNNEY			
	PAID	NM RSA 4 P O BOX 9000			
		INV# 8168077 ACC# 2211365			

24113016	POWER PHONE INC	EMD CERTIFICATION; TAX	911852266		431.00
431.00	TOT\$	A. RAY			
	PAID	INV# 52441			

25113016	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS	401152229		170.91
170.91	TOT\$	TOWELS, TOILET, TRASH BAGS			
	PAID	INV# 450384327 ACC# 6527625			

27113016	STEINER, JOHN	EVALUATION CONTRACT OCTOBER, 2016	605132272		1083.86
1083.86	TOT\$	INV# TC10-2017			
	PAID				

26113016	TJ ENTERPRISES AUTO SUPPLY	2 - WINDSHIELD WIPER BLADES	401082201		10.40
10.40	TOT\$	VERBAL APPROVAL BY L. OLIVAS			
	PAID	806 ON 11/29/2016 TMP-171126			
		INV# 23636 ACC# 1181			

29113016	WALLIN HUSS & MENDEZ LLC	LEGAL SERVICES - FILIPPI	401052275		2321.42
2321.42	TOT\$	TAX ADDITIONAL CHARGES			
	PAID	INV# 7547			

28113016	WARE, SIDNEY K	CASE MANAGEMENT 28X175	635672272		6885.00
6885.00	TOT\$	JIFF 18X25 FOLLOW-UP 44.5 HRSX30			
	PAID	GIRLS CIRCLE 1X\$100			
		BOYS COUNCIL 1 X \$100			
		NOVEMBER INV# 110			

2321.42	BAL	MORIARTY NM 87035			
		P O BOX 696			
		MORIARTY NM 87032			

INVC# Name

Description

Line Item

PO# Amount

30113016 WEX FLEET UNIVERSAL OCTOBER 2016 FUEL (DWT) 605132202 86.86
 86.86 TOTS WEX BANK ACCOUNT# 0496-00-202246-5
 PAID PO BOX 6293
 86.86 BAL CAROL STREAM IL 60197 6293

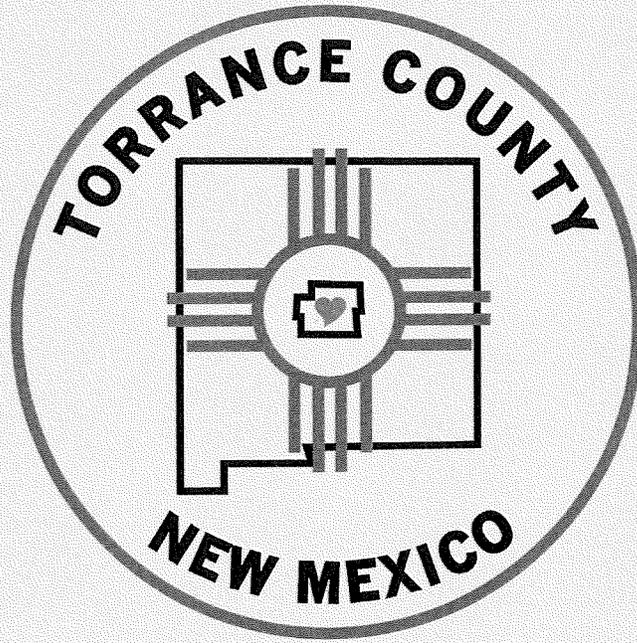
31113016 ZIA GRAPHICS INC. GILDAN HEAVY BLEND FULL ZIP 407912236 30381 350.00
 2450.00 TOTS HOOD NAVY - SMALL, MEDIUM, 406912236 30381 350.00
 PAID 2730 CARLISLE NE LARGE, X-LARGE, 2X-LARGE, 408912236 30381 350.00
 2450.00 BAL ALBUQUERQUE NM 87110 3X-LARGE, FOR VOLUNTEER 409912236 30381 350.00
 FIREFIGHTERS AND ADMIN STAFF 405912236 30381 350.00
 418912236 30381 350.00
 413912236 30381 350.00

INV# 46872

TOTAL INVOICING 50900.66



Agenda Item
No. 1



UPDATES

- ✓ Various County Departments
- ✓ Other Boards
- ✓ Forest Service
- ✓ Commission



*Agenda Item
No. 2*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.

All fields must be filled out for consideration.

Name: NICK SEDILLO RBK MANAGEMENT
First Last Department / Company / Organization Name

Today's Date: 11-22-2016 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 544-4310 Fax Number: _____

Email Address: NSEDILLO@TEND-118 Would you like this Agenda Faxed to you? Yes No

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: DEC-14, 2016

Brief explanation of business to be discussed: 2016 SAFETY
PERFORMANCE AWARDS

Is this a Resolution, Contract, Agreement, Grant Application, Other? NA

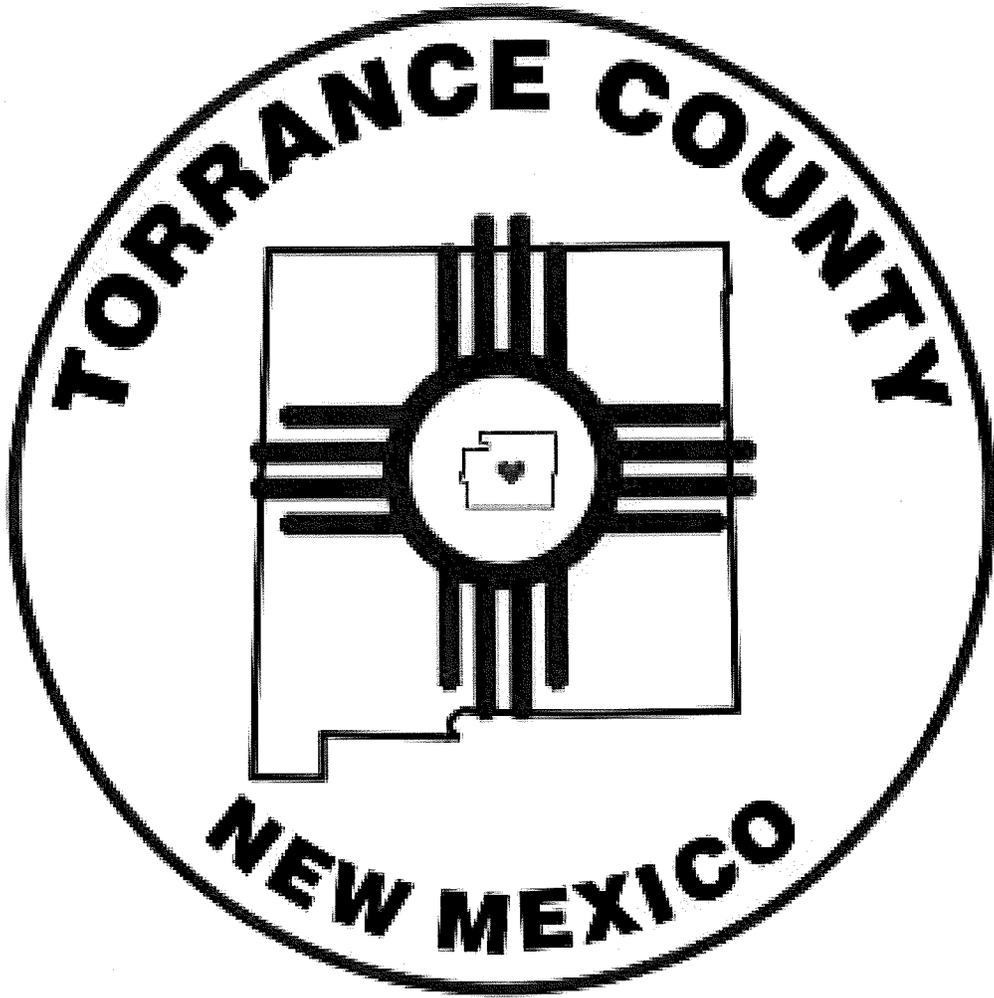
Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____
No Impact
Change in current fund
Raise Budget (allow 45 days after Commission approval)
Change in funds (allow 45 days after Commission approval)
Reduction
Transfer funds (allow 45 days after Commission approval)

Other: _____



*Agenda Item
No. 3*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**
This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY NOON prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Billie Clark Partnership for a Healthy Torrance Community
First Last Department / Company / Organization Name

Today's Date: 12/5/2016 **Mailing Address:** PO Box 534, Moriarty NM 87035
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-832-4495 **Fax Number:** None
Would you like this Agenda Faxed to you? Yes No

Email Address: bclark@lobo.net

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:

Youth Risk and Resiliency presentation tabled from October 26 meeting

Is this a Resolution, Contract, Agreement, Grant Application, Other? Presentation

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached. N/A

Has this been reviewed by the County Attorney? YES NO N/A

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO **Comptroller Initials:** _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____

I have to facilitate a 12:00 meeting in Moriarty and will appreciate being placed on the agenda at the earliest possible time. Thank you for considering my request. *BAC*



*Agenda Item
No. 4*

PROCLAMATION



“DWI Awareness Month” December 2016

WHEREAS, Torrance County values the health and safety of all our citizens; and

WHEREAS, local leaders, in government and in the community, know that the support of the citizens in our communities is the most effective tool they can have in their efforts to reduce the use of alcohol and other drugs by New Mexicans; and

WHEREAS, Torrance County is joining with the New Mexico DWI Coordinators Affiliate to support their efforts to reduce DWI crashes, DWI fatalities and the use of alcohol by residents throughout the State; and

WHEREAS, the New Mexico DWI Coordinators Affiliate represents 33 counties with the common goal of reducing the incidence of DWI, alcoholism, alcohol abuse, drug addiction or drug abuse and preventing or reducing the incidence of domestic abuse related to the use or abuse of alcohol; and

WHEREAS, the DWI Coordinators in these counties provide services under Local DWI Programs that provide Compliance Monitoring/Tracking for over 12,588 offenders ensuring that these offenders are in compliance with Court Ordered requirements; and

WHEREAS, these programs throughout the State also provided more than 73,925 hours and 14,168 sessions of treatment in 2015 with over 14,671 offenders receiving detoxification services; and

WHEREAS, students (K-12th grade) throughout the State also receive prevention education/activities through these programs; and

WHEREAS, both alcohol involved fatalities and alcohol involved crashes in New Mexico have decreased; and

WHEREAS, the reduction in alcohol involved vehicle crash fatalities and serious alcohol involved vehicle crash injuries is due in part to the dedicated work of the Local DWI Programs; and

WHEREAS, the purpose of DWI Awareness Week is to raise awareness around DWI, alcoholism, alcohol abuse, drug addiction and/or drug abuse, and the efforts of the DWI Affiliates and the Local DWI Programs; and

WHEREAS, DWI Awareness Week will be celebrated in every county in New Mexico during DWI Awareness Week, December 4th – 10th, 2016; and

NOW, THEREFORE, be it proclaimed that the governing body Torrance County, Board of Commissioners, does hereby designate December 4-10, 2016 as:

“DWI Awareness Month”

Torrance County Board of County Commissioners urges all citizens, parents, governmental agencies, public and private institutions, businesses, and schools in Torrance County to support efforts that will increase community awareness, understanding and action to address DWI in our community.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY

Executed this 14th day of December, 2016

Chairman

ATTEST:

PROCLAMATION



**“DWI Awareness Month”
December 2016**

WHEREAS, Torrance County values the health and safety of all our citizens; and

WHEREAS, local leaders, in government and in the community, know that the support of the citizens in our communities is the most effective tool they can have in their efforts to reduce the use of alcohol and other drugs by New Mexicans; and

WHEREAS, Torrance County is joining with the New Mexico DWI Coordinators Affiliate to support their efforts to reduce DWI crashes, DWI fatalities and the use of alcohol by residents throughout the State; and

WHEREAS, the New Mexico DWI Coordinators Affiliate represents 33 counties with the common goal of reducing the incidence of DWI, alcoholism, alcohol abuse, drug addiction or drug abuse and preventing or reducing the incidence of domestic abuse related to the use or abuse of alcohol; and

WHEREAS, the DWI Coordinators in these counties provide services under Local DWI Programs that provide Compliance Monitoring/Tracking for over 12,588 offenders ensuring that these offenders are in compliance with Court Ordered requirements; and

WHEREAS, these programs throughout the State also provided more than 73,925 hours and 14,168 sessions of treatment in 2015 with over 14,671 offenders receiving detoxification services; and

WHEREAS, students (K-12th grade) throughout the State also receive prevention education/activities through these programs; and

WHEREAS, both alcohol involved fatalities and alcohol involved crashes in New Mexico have decreased; and

WHEREAS, the reduction in alcohol involved vehicle crash fatalities and serious alcohol involved vehicle crash injuries is due in part to the dedicated work of the Local DWI Programs; and

WHEREAS, the purpose of DWI Awareness Month is to raise awareness around DWI, alcoholism, alcohol abuse, drug addiction and/or drug abuse, and the efforts of the DWI Affiliates and the Local DWI Programs; and

WHEREAS, DWI Awareness Month will be celebrated in every county in New Mexico during DWI Awareness Month, December 2016; and

NOW, THEREFORE, be it proclaimed that the governing body Torrance County, Board of Commissioners, does hereby designate December 2016 as:

“DWI Awareness Month”

Torrance County Board of County Commissioners urges all citizens, parents, governmental agencies, public and private institutions, businesses, and schools in Torrance County to support efforts that will increase community awareness, understanding and action to address DWI in our community.

BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY

Executed this 14th day of December, 2016

Chairman

ATTEST:

_____, County Clerk

APPROVAL AS TO FORM:

_____, County Attorney





Agenda Item
No. 5

PROFESSIONAL SERVICES AGREEMENT
TORRANCE COUNTY DWI PROGRAM
CONTRACT FY-2017-DWI-04
AMENDMENT 1

Project Description Revision _____ Name of Contractor Torrance County Counseling

Budget Revision XX

Time Expansion _____

This contract agreement for the above referenced project is amended as follows:

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$6,000. (This is an increase from the \$4,000 allotted in the original contract.) This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

In witness whereof, the parties have executed this Agreement this 14th day of December, 2016.

CONTRACTOR:

**BOARD OF COUNTY COMMISSIONERS
OF TORRANCE COUNTY:**

BY: _____
Contractor

BY: _____
Leroy M. Candelaria, Commission Chairman



*Agenda Item
No. 6*

County Commission

*James Frost
Commissioner
District 1*

*Julia DuCharme
Commissioner
District 2*

*Leroy M. Candelaria
Commission Chair
District 3*



*PO Box 48 ~ 205 Ninth Street
Estancia, NM 87016
(505) 544-4700
www.torrancecountynm.org*

*Interim County Manager
Annette Ortiz*

*County Attorney
Dennis Wallin*

December 14, 2016

John Steiner
533 Arizona SE
Albuquerque, NM 87108

Dear Mr. Steiner:

On behalf of the Torrance County DWI Prevention Program, we would like to thank you for the time and effort you have invested in evaluating our prevention component. The information gleaned from the evaluation is valuable and will be used to improve our program.

As you are aware, the state's budget crisis has had a negative impact on many programs, with the legislature having to raid various fund balances, including the Local DWI Grant and Distribution Program, administered by the Department of Finance and Administration, Local Government Division, Special Programs Bureau. These cuts have proven devastating to many county programs and, unfortunately, Torrance County is no exception.

Due to the aforementioned funding decrease, Torrance County must exercise the termination clause found in your contract, effective January 31, 2017. The final invoice will be due no later than February 15, 2017.

We thank you for the time and effort you provided to our program and wish you well in the future.

Sincerely,

Commission Chair

DWI Prevention Program Coordinator



Agenda Item
No. 7

PROFESSIONAL SERVICES AGREEMENT
TORRANCE COUNTY DWI PROGRAM
CONTRACT FY-2017-DWI-01
AMENDMENT 1

Project Description Revision xx

Name of Contractor Lucia Lucero

Scope of Work xx

Budget Revision xx

Time Expansion

This contract agreement for the above referenced project is amended as follows:

1. Scope of Services.

The following items are deleted:

2. Assist in the county-wide DWI Program to implement alcohol and drug-free alternative activities for youth and will also promote community awareness and change for DWI and underage drinking prevention.

9. Provide school based prevention education and curriculum and technical assistance to schools and teachers, and assist schools in developing, maintaining, and compiling statistical reports of services offered to students. Services will be provided to the Moriarty-Edgewood, Estancia, and Mountainair Public School Districts, and efforts will be made to provide services to the home-schooled and private school population. The Contract will accept direction from the Torrance County DWI Coordinator and input from the membership of the Torrance County Substance Abuse Prevention Task Force.

10. Network with other such programs in New Mexico and will maintain status as a “member in good standing” of the New Mexico DWI Coordinators Affiliate Prevention ad-hoc committee, New Mexico Prevention Network and Prevention Advocates. This will include attendance at trainings and meeting on the community and state level where prevention is a common goal to share information and experiences.

12. Work with local liquor establishments and liquor license holders to promote safety, underage drinking and DWI public awareness.

13. Review literature and research on DWI and underage drinking prevention and make recommendations to the DWI coordinator for program development and implementation.

14. Disseminate a variety of prevention information: prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout

the year, coordinate and provide for designated driver activities and booths at various community-wide events and festivals.

And

15. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness.

The following item is inserted:

1. Provide prevention education and training sessions to teen court participants at least one time per quarter.
2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$38,933. (This is a decrease from the \$48,666 allotted in the original contract.) This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

In witness whereof, the parties have executed this Agreement this 14th day of December , 2016.

CONTRACTOR:

**BOARD OF COUNTY COMMISSIONERS
OF TORRANCE COUNTY:**

BY: _____
Contractor

BY: _____
Leroy M. Candelaria, Commission Chairman



Agenda Item
No. 8



COUNTY OF TORRANCE

RESOLUTION NUMBER 2016-51

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 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 domestic abuse related to DWI, DWI, alcoholism and alcohol 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 Torrance County that the County Chairperson on behalf of the County and all participating entities is authorized to submit an application for both distribution and grant funding for FY2018 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of December 14, 2016.

County Commission Chairperson

Attest:

DWI Planning Council Representative

County Clerk (SEAL)

MEMORANDUM OF UNDERSTANDING

The County of Torrance 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 "Agency") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Agency assures:

1. That Agency is in full compliance with the provisions concerning research activities in Section 2.52 of the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2, including Section 2.16.
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 Agency acknowledges it is bound by the provisions of the Federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2.
4. That the Agency shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal Confidentiality of Alcohol & Drug Abuse Patient Records regulations, 42 CFR Part 2.
5. That the Agency 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 Agency 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 Agency 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 Agency 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).

Executed this 14th day of December 2016.

Rick Lopez, Director
Department of Finance & Administration
Local Government Division
DWI Program
Bataan Memorial Building, Suite 203
Santa Fe, New Mexico 87501

County Commissioner

Date

DOH ASSURANCES AND COOPERATIVE AGREEMENT

The Torrance County/City DWI Program referred to as the "Program" and the New Mexico Department of Health (DOH), Epidemiology and Response Division hereby receives the following assurances and enters into the following cooperative agreement, to carry out the requirements of the evaluation MOU between DOH and DFA:

The DOH:

1. Acknowledges that it is in full compliance with the provisions concerning research activities in Section 2.52 of Federal confidentiality regulations, 42 CFR Part 2, including:
 - a. That a research protocol is maintained in accordance with the security requirements of § 2.16 of 42 CFR Part 2; and
 - b. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained; and no individual client will be identified in any report resulting from any epidemiologic research; and
 - c. That the Epidemiology and Response Division has provided a satisfactory written statement that a group of three or more individuals who are independent of the research project has reviewed the protocol and determined that:
 - (i) The rights and welfare of clients will be adequately protected; and
 - (ii) The risks in disclosing client identifying information are outweighed by the potential benefits of the research.
2. Acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Epidemiology and Response Division is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2: and
3. Undertakes to resist in judicial proceedings 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.

The Program:

1. Agrees to allow the Epidemiology and Response Division access to client records from the web based client screening and tracking system for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities.

This agreement will become effective on July 1, 2017.

This agreement will expire on June 30, 2018.

Michael Landen, MD, MPH,
State Epidemiologist and
Director Epidemiology and Response Division
New Mexico Department of Health
Harold Runnels Building
1190 St. Francis Drive
Santa Fe, NM 87502

County Manager or other
authorized official

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program
Project Year FY18: July 1, 2017 – June 30, 2018

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 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 (if any) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, with the exception of Home Ruled Governments, and submission of all related procurement documents to the Local Government Division for administrative review and approval, prior to execution, including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; contract selection and award criteria. 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 Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include with each quarterly narrative progress report the Grant Fund Agreement Exhibit F, The Local DWI Distribution Program Financial Status Report. Grant programs will include with each quarterly narrative progress report the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall contain narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, 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 outlay** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall specify all capital outlay expenditures. **The ten percent cap for capital outlay does not exist with detoxification funding 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 narrative and fiscal reports for the fiscal year due the 15th of July; required screening, treatment, and compliance monitoring protocols; required evaluation plans; required fiscal reports; required screening and tracking managerial data reports; and required annual reports.
 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 for treatment and will not be *mandated* to treatment with the same agency that does the screening.
 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.

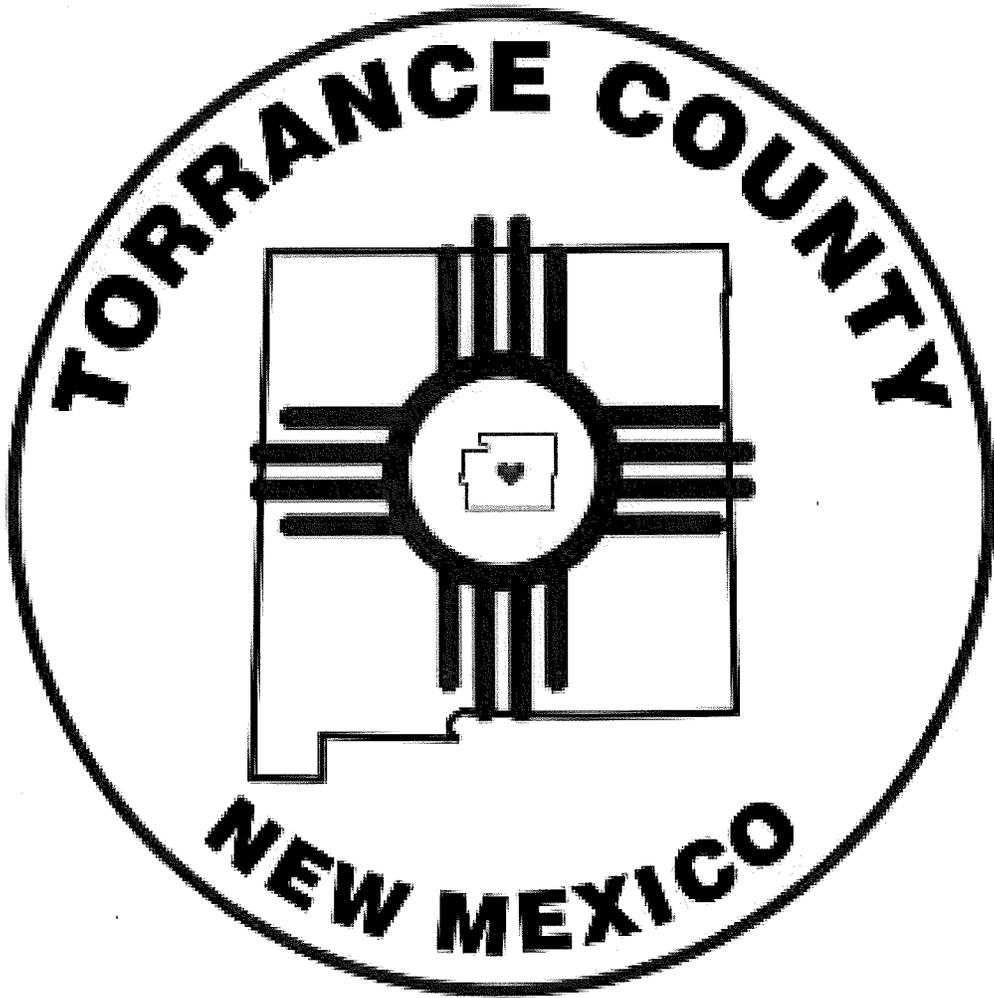
15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public 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. Such records shall be preserved for a period of not less than seven (7) years following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
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.

County Commission Chairperson (or Municipal Mayor)

(Please Type)

Signature

Date



Agenda Item

No. 9

Grant Summary

Name of Grant: Emergency Management Performance Grant
Type of Grant: Reimbursable
Grantor: NM Dept. of Homeland Security & Emergency Mgmt
Grant Term: 6/30/2017
Grant Funding: \$ 22,336.⁰⁰

Administration Fee: n/a
Report Requirements: Quarterly

Matching: \$ 22,336.⁰⁰
Project Manager: Javier Sanchez
Project Description: Salary grant that pays the Emergency Manager

Legal Requirements: State & Federal Law Compliance

Committee Concerns: Just be aware of new special conditions.
Article 19.

Grant Review Committee: Leslie Owens
Diana Padilla
Lorena Torres

Date Reviewed: 11/30/2016



State of New Mexico
**Department of Homeland Security
 & Emergency Management**
 P.O. Box 271111, Santa Fe, NM 87502
 SUB-GRANT AGREEMENT
 2016 Emergency Management
 Performance Grant Program
2016 Federal Grant No.: EMT-2016-EP-00005-S01
CFDA No.: 97.042

1. Sub-Grant Number	2. Sub-Recipient Name	3. Fiduciary Name
EMT-2016-EP-0005-S01-Torrance County	Torrance County	Torrance County
4. DFA Vendor Number		5. DUNS Number
54405		95746517
6. Sub-Recipient Address		7. Sub-Recipient Remit Address
PO Box 48 Estancia, NM 87016		PO Box 48 Estancia, NM 87016
8. Performance Period Start Date		9. Performance Period End Date
July 1, 2016		June 30, 2017
10. DHSEM Contact Name		11. DHSEM Contact Phone Number
Dave Alyassin		505-476-9610
12. DHSEM Contact Fax Number		13. DHSEM Contact Email Address
505-479-9695		Dave.alayassin@state.nm.us Dhsem.grants@state.nm.us
14. Funding		
14a. Federal Award	14b. Sub-recipient Match	14c. Total
\$22,336.00	\$22,336.00	\$44,672.00
15. SUB-GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS:		

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the Federal Emergency Management Agency (FEMA) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, Torrance County.

WHEREAS, funding has been obligated from the Emergency Management Performance Grant Program (EMPG) pursuant to a request by the applicant, sub-recipient, and sub-grantee, Torrance County.

NOW, THEREFORE it is mutually understood and agreed between the grantee, **DHSEM**, and sub-grantee, **Torrance County** as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

- This Agreement.
- EMPG Grant Application.
- EMPG Program Guidelines.
- EMPG Work Plan.
- EMPG Notice of Funding Opportunity.

**ARTICLE 2
SCOPE OF WORK**

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Torrance County** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Torrance County** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Torrance County** shall match the Federal Award Amount of **\$22,336.00**, with a local jurisdictional amount of **\$22,336.00**, for a total project cost of **\$44,672.00**. All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2016** and **June 30, 2017**. **Torrance County** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Torrance County**.

**ARTICLE 3
PROJECT IMPLEMENTATION**

Approved projects must commence within the within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

**ARTICLE 4
REPORTING REQUIREMENTS**

The sub recipient, **Torrance County** shall submit timely quarterly Financial Progress Reports to the DHSEM Grant Specialist. For grant awards, the sub-recipient shall submit a quarterly Performance Report to the Program Specialist within the DHSEM Preparedness Bureau. Use of outdated forms will not be accepted. **Quarterly reports are due: October 30, 2016, January 30, 2017, April 30, 2017, and July 30, 2017.** The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

**ARTICLE 5
REIMBURSEMENTS**

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and the submission of timely Financial Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until quarterly performance and fiscal reports are submitted to DHSEM.

Personnel Costs: FOR EMPG GRANTS ONLY – All time reported must correlate with the specific term of the sub-grant agreement. Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The sub-recipient shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Documentation is required per instructions attached to DHSEM quarterly reports.

Travel: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

Training: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

Exercise: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - Participation by all participants is mandatory; and
 - The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

Non-reimbursable Expenses:

- Transfer of funds between any programs (SHSGP and LETPA) Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM Sole source contracts and procurements not pre-approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM
- Construction and renovation
- Indirect costs (p. 5, Financial Progress Report)
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds)
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons and ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies,

- personal travel, personal phone calls
- Travel insurance, visa, and passport charges
 - Lodging costs in excess of State per diem, as appropriate
 - Lunch when travel is wholly within a single day
 - Stand-alone working meals
 - Bar charges, alcoholic beverages
 - Finance, late fees, or interest charges
 - Lobbying, political contributions, legislative liaison activities
 - Organized fund-raising, including salaries of persons while engaged in these activities
 - Land acquisition
 - Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6 PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7 SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8 PROCUREMENT

Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements

for Grants and Cooperative Agreements with State and Local Governments.” Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder’s preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.**

ARTICLE 9 CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10 AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient **expending** \$750,000 or more in Federal funds in the organization’s fiscal year to conduct an organization-wide audit in accordance with OMB Circular A-133. **Torrance County** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient’s and third-party contractors’ records and financial statements as necessary for the State of New Mexico to comply with OMB Circular A-133. Copies of audit findings must be submitted to DHSEM within 30 days after **Torrance County** receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11 PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each **January 30** with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the U.S. Department of Homeland**

Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12 NEPA/EHP COMPLIANCE

The recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review.

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

ARTICLE 13 PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.**

ARTICLE 14 RECORDKEEPING

Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be

maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15 CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16 OTHER GENERAL PROVISIONS

- A. Performance Period:** The performance period for this sub-grant award is July 1, 2016 through June 30, 2017. Goods and/or services shall be obligated and rendered within the performance period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All expenses incurred during the performance period may be paid no more than 30 days after quarter end. All invoices (requests for reimbursement) submitted to DHSEM shall be submitted no more than 45 days after quarter end.
- B.** The sub-recipient shall comply with the requirements and restrictions of the EMPG Program Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
- C. Financial Expenditures:** The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and, are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- D.** The signature of the signatory officials on this award attests to Torrance County understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- E. Accounting System:** Torrance County shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- F. Other Requirements:** Torrance County shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1991. Torrance County will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- G. Other Requirements:** Torrance County certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- H. Other Requirements:** Torrance County certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- I. Other Requirements:** It is the responsibility of Torrance County as the recipient of these federal funds to fully understand and comply with:
- i. Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
 - ii. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
 - iii. The cost principles that apply to DHS award recipients through a grant cooperative agreement originate from one of the following sources:
 - OMB Circular A-211, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
 - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.
 - iv. The audit requirements for State, Local and Tribal recipients of DHS awards originate from:
 - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
 The above requirements are found at:
 - www.whitehouse.gov/omb/circulars/index.html
 - OGO Financial Guide
 - www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.

pdf

- New Mexico State Procurement Code
<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>
- New Mexico Administrative Code Title 2 – Public Finance
<http://www.nmcpr.state.nm.us/NMAC/ title02/title02.htm>

ARTICLE 17 PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed on page 11
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

ARTICLE 18 TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the

convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

The acceptance of a grant from the United States creates a legal duty and obligation on the part of the sub-grantee to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

**ARTICLE 19
SPECIAL CONDITIONS**

*** Grant funds cannot be expended until these conditions have been met.**

1. Award Amount is a funding allocation, and is not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply.
2. The Sub-grantee is placed on enhanced monitoring status. The Sub-grantee performance activities will be monitored on a monthly basis. The Local Preparedness Program will conduct on-site monthly site-visits and provide technical assistance.
3. Recipients of State assistance and/or federal pass-through grant funding are **required** to notify the State Emergency Operations Center by phone or via E Team within 48 hours of any incident of significance or event that caused damage to public or private infrastructure.
4. **Each** EMPG funded position must complete a performance progress report in combination with the overall programmatic performance report on a quarterly basis.
5. Quarterly financial and programmatic performance reports **must** be current in order for DHSEM to process requests for reimbursement. All expenses related to time, on both the quarterly financial report and the request for reimbursement must correlate to the specific performance period of the sub-grant agreement.
6. All EMPG-funded personnel shall complete the following requirements and provide proof of completion in the Preparing New Mexico website, <https://www.preparingnewmexico.org>; progression of trainings completed will be measured on a quarterly basis: Incident Command System (ICS): IS 100, IS 200, IS 700, IS 800, (ICS 300/400 as needed); National Incident Management System (NIMS) Training: IS 701, IS 702, IS 703, IS 706; and, either FEMA Professional Development Series: IS 120.a, IS 230.d, IS 235.b, IS 240.b, IS 241.b, IS 242.b, IS 244.b, or the most current version from the FEMA Emergency Management Institute (EMI) or the National Emergency Management Basic Academy: E/L0101, E/L0102, E/L0103, E/L0104, E/L0105.
7. Three exercises are required for **all** EMPG funded personnel within the 12 month performance period of this award; performance progress for **each** funded position will be measured on each quarterly report. Documents must be sent to the DHSEM Exercise

Officer to include the After-Action Report/Improvement Plan (AAR/IP) within 60 days following the end of the exercise.

- 8. The three exercises for this performance period include: conducting an operations-based exercise including communications that validates equipment purchased with prior year federal preparedness funds, conducting an Emergency Operations Center exercise, and participating in any discussion- or operations-based exercise. Observing an exercise will not suffice to receive credit for an exercise. The exercise role must be as a controller, evaluator, facilitator, player, or planning team member. Exercises should be conducted to test equipment, plans, and procedures.*
- 9. All new EMPG funded programs on the one year implementation plan must achieve 85% NIMS compliance and must undergo a yearly NIMS site visit and complete their jurisdictions NIMS assessment on or before September 30, 2016.*
- 10. All EMPG sub-grantees must achieve and maintain 85% NIMS compliance, undergo a yearly NIMS site visit, and complete their jurisdictions NIMS assessment on or before September 30, 2016.*
- 11. All EMPG sub-grantees are **required** to develop a Multi-Year Training and Exercise Plan (TEP) and update it annually. In addition, all EMPG funded positions must attend and actively participate in the mini Training and Exercise Planning workshops as well as the annual State Training and Exercise Planning workshops.*
- 12. The EMPG sub-grantee's local and/or tribal All Hazard Emergency Operation Plans must be current within 2 - 3 years.*
- 13. The EMPG sub-grantee's local and/or tribal Local Threat Hazard Identification Risk Assessment must be updated and submitted to DHSEM by May 30, 2017.*

This section is intentionally left blank.

16. SIGNATURE OF ACCEPTANCE

The recipient is required to sign and return the original of this document to the issuing address within 30 days.

Signature of Jurisdiction Grant /Program Manager		Date	
		Phone	
Print Name		Email	

Signature of Jurisdiction Chief Financial Officer		Date	
		Phone	
Print Name		Email	

Signature of Jurisdiction Signatory Official		Date	
		Phone	
Print Name		Email	

Signature of DHSEM Chief Financial Officer		Date	
Print Name	Sarah J. Peterson		

Signature of DHSEM Cabinet Secretary		Date	
Print Name	M. Jay Mitchell		

Attachment I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Please only check the categories that apply to the reimbursement you are currently filing.

Equipment

1. Have all invoices been included?
2. Has an AEL number been identified for each purchase?
3. If service/warranty expenses are listed, are they only for the performance period of the grant?
4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
5. If EHP form needed – has copy of it and approval from DHS been included?

Consultants/Contractors

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

Salary & Benefits

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

5. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

1. Is the course DHS approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
2. Have sign-in sheets, rosters and agenda been provided?
3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Matching Funds

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



*Agenda Item
No. 10*

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

FEMA-4152-DR-NM * * * * * SUB-GRANT AGREEMENT AMENDMENT (EXTENSION)

CFDA 97.036: PUBLIC ASSISTANCE GRANT PROGRAM

FEMA IDENTIFIER: FEMA-4152-DR-NM STATE IDENTIFIER: EO 2014-006
SUB-GRANT AGREEMENT NUMBER: 4152-018
AMENDMENT NUMBER: A5
GRANTOR: NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM)
GRANTOR ADDRESS: RECOVERY UNIT, PO BOX 27111 (13 BATAAN BLVD.), SANTA FE, NM 87502
GRANTOR CONTACT INFORMATION: Brian Williams
Phone 505-476-9601
Fax 505-476-9650
Email recovery.unit@state.nm.us
SUB-GRANTEE NAME (APPLICANT): Torrance County
APPLICANT ADDRESS: PO Box 48
Estancia, NM 87015

TERMS AND CONDITIONS

This Sub-grant Agreement Amendment is made in good faith between the Grantor and Sub-Grantee named above, effective as of the date of the signature of the Secretary of DHSEM on the last page of this Amendment.

All terms, conditions, and certifications of the original Sub-grant Agreement remain in effect unless altered herein.

The Sub-Grantee is reminded to submit to DHSEM a Quarterly Report for all large projects no later than the 15th of the month following the end of a Quarter.

The performance periods for the following large Category C, D, E, F, or G projects are extended as follows:

PW 37 extended to 2/28/2017

The Sub-Grant total award is the same as agreed to previously:

The TOTAL AWARD is: \$ 169,855.72
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The STATE SHARE is: \$ 21,231.97
The APPLICANT SHARE is: \$ 21,231.97

These amounts represent the maximum amounts that have been obligated. Final payment is based on actual costs which may be less than given above.

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FEMA-4152-DR-NM

STATE IDENTIFIER:

EO 2014-006

SUB-GRANT AGREEMENT NUMBER:

4152-018

AMENDMENT NUMBER:

A5

SUB-GRANTEE NAME (APPLICANT):

Torrance County

APPLICANT ADDRESS:

PO Box 48
Estancia, NM 87015

SIGNATURES

IN WITNESS WHEREOF, the Applicant and DHSEM do hereby execute this Sub-Grant Agreement Amendment as of the date last written below. This Sub-Grant Agreement Amendment has been approved by:

By: _____
Authorized Person

_____ *Date*

FOR THE GRANTOR, THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

By: _____
M. Jay Mitchell, Cabinet Secretary, DHSEM

_____ *Date*

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By: _____
M. Jay Mitchell, Cabinet Secretary, DHSEM

_____ *Date*

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M. Jay Mitchell, Cabinet Secretary, DHSEM

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Authorized Person

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By: _____ Date _____
M. Jay Mitchell, Cabinet Secretary, DHSEM

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SUB-GRANTEE NAME (APPLICANT):

Torrance County

APPLICANT ADDRESS:

PO Box 48
Estancia, NM 87015

SIGNATURES

IN WITNESS WHEREOF, the Applicant and DHSEM do hereby execute this Sub-Grant Agreement Amendment as of the date last written below. This Sub-Grant Agreement Amendment has been approved by:

By: _____
Authorized Person

_____ *Date*

FOR THE GRANTOR, THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT:

By: _____
M. Jay Mitchell, Cabinet Secretary, DHSEM

_____ *Date*



*Agenda Item
No. 11*



TORRANCE COUNTY

RESOLUTION # 2016-52

Line Item Transfers

WHEREAS, County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget, and

WHEREAS, line item transfers within the same fund require authorization from the Torrance County Commission, and

WHEREAS, the attached line item transfers within the same fund are hereby authorized:

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission.

DONE at Estancia, New Mexico, Torrance County this 14th day of December 2016.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

LeRoy M. Candelaria, District 3



Torrance County

Resolution 2016-_____

Line Item Transfer Schedule A

Funding Source:		Transfer From:		Transfer To:		Total Amount
Department	Source	Line Item	Description	Line Item	Description	Amount
Assessor	Assessor	610 40 2 221	printing & publishing	610 40 2 266	membership	\$ 200.00
Assessor	Assessor	610 40 2 618	CO/Vehicles	610 40 2 270	permit refunds	\$ 150.00
Dist 2 VFD	fire allotment	406 91 2 248	safety equipment	406 91 2 230	medical supplies	\$ 2,500.00
Fire Admin.	fire allotment	411 92 2 230	medical supplies	411 92 2 266	training	\$ 1,700.00
Fire Admin.	fire allotment	413 91 2 266	training	413 91 2 272	professional Svcs	\$ 200.00
Fire Admin.	fire allotment	413 91 2 266	training	413 91 2 272	professional Svcs	\$ 300.00
Home Visiting	wind pit	629 52 2 103	PT salaries	629 9 2 103	PT salaries	\$ 10,145.00
Home Visiting	wind pit	629 52 2 65	health matching	629 9 2 65	health matching	\$ 3,567.55
Home Visiting	wind pit	629 52 2 65	health matching	629 9 2 65	health matching	\$ 3,567.55
Home Visiting	wind pit	629 52 2 64	FICA matching	629 9 2 64	FICA matching	\$ 98.35
Home Visiting	wind pit	629 52 2 67	retire health matching	629 9 2 67	retire health matching	\$ 26.28
Home Visiting	wind pit	629 52 2 63	PERA matching	629 9 2 63	PERA matching	\$ 1,162.82
Home Visiting	wind pit	629 52 2 102	full time salary	629 52 2 63	PERA matching	\$ 559.51
Home Visiting	grant funds	629 52 2 102	full time salary	629 52 2 205	mileage/per diem	\$ 4,862.00
Home Visiting	grant funds	629 52 2 102	full time salary	629 52 2 207	telecommunications	\$ 600.00
Home Visiting	grant funds	629 52 2 102	full time salary	629 52 2 218	equip. maint./repair	\$ 1,191.29
Home Visiting	grant funds	629 52 2 219	office supplies	629 52 2 218	equip. maint./repair	\$ 308.64
Home Visiting	grant funds	629 52 2 219	office supplies	629 52 2 258	storage rental	\$ 507.50
Home Visiting	grant funds	629 52 2 224	educational supplies	629 52 2 269	affiliation fee	\$ 450.00
Home Visiting	grant funds	629 52 2 266	training	629 52 2 269	affiliation fee	\$ 1,000.00
Home Visiting	grant funds	629 52 2 221	printing & publishing	629 52 2 269	affiliation fee	\$ 800.00
Home Visiting	grant funds	629 52 2 107	risk management	629 52 2 103	part time salaries	\$ 35.00
Home Visiting	grant funds	629 52 2 102	full time salary	629 52 2 103	part time salaries	\$ 3,447.20
Road	road funds	402 60 2 256	road materials	402 60 2 219	office supplies	\$ 200.00
Sheriff	general fund	401 50 2 272	professional services	401 50 2 222	field supplies	\$ 500.00
Sheriff	general fund	401 50 2 272	professional services	401 50 2 269	membership dues	\$ 2,000.00
TOTAL						\$ 36,511.14



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

Home Visiting

My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
629-52-2103	PT salaries	629-09-2103	PT salaries	\$ 10,145.00
629-52-2065	health matching	629-09-2065	health matching	\$ 3,567.55
629-52-2064	FICA matching	629-09-2064	FICA matching	\$ 98.35
629-52-2067	Retire health match	629-09-2067	Retire health matching	\$ 26.28
629-52-2063	PERA matching	629-09-2063	PERA matching	\$ 1,162.82
Reason for Transfer:				
To separate the HV grant contract from the Wind Pitt budget.				

Signature Rutha Spina-Rodriguez

Date _____



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

Torrance County Home Visiting Program

Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
629-52-2102	Full Time Salary	629-52-2063	PERA Matching	\$ 559.51
629-52-2102	Full Time Salary	629-52-2205	Mileage/Per Diem	\$ 4,862.00
629-52-2102	Full Time Salary	629-52-2207	Telecommunications	\$ 600.00
629-52-2102	Full Time Salary	629-52-2218	Equip. Maint./Repair	\$ 1,191.29
629-52-2219	Office Supplies	629-52-2218	Equip. Maint./Repair	\$ 308.64
629-52-2219	Office Supplies	629-52-2258	Storage Rental	\$ 507.50
629-52-2224	Educational Supplies	629-52-2269	Affiliation Fee	\$ 450.00
629-52-2266	Training	629-52-2269	Affiliation Fee	\$ 1,000.00
629-52-2221	Printing Publishing Advertising	629-52-2269	Affiliation Fee	\$ 800.00
629-52-2107	Risk Management Insurance	629-52-2103	Part Time Salaries	\$ 35.00
629-52-2102	Full Time Salary	629-52-2103	Part Time Salaries	\$ 3,447.20

Reason for Transfer:

1. Full time salary for program manager is \$38,160.00, and we need more funds to cover 3 part-time employee salaries and benefits. Initially the projected total figure for the 3 part-time home visitors was \$79,962.00 for this FY (\$6663.50 per month); however this figure has decreased as home visitors did not work their assigned work schedules due to families cancelling their home visits, we are not at full caseload capacity and/or home visitors needed additional days off. This figure is likely to decrease before the FY is over and this will also inevitably affect PERA, FICA, and Retirement Health-Care Matching. As the salary figure decreases, so will the need to use all monies from the Wind Pitt.

2. We did not have enough funds in Telecommunications for telephone service and last month we chose to do away with all desk phones.

3. We needed additional funds in Equip. Maint./Repair for the copier/copies. And I have added additional funds to this line item because we discovered that TCPO has an old copier that needs to be returned and the balance on it in October 2016 was \$851.96 for rent and \$473.00 for the for the shipping fee. Domestic Violence (DV) and Home Visiting (HV) will pay half the cost.

4. We needed more funds to cover 2 storage units we rented in Moriarty and shared with DV. (HV is no longer paying rent on these 2 units.) We are currently renting one storage unit in Estancia and share the cost with DWI Program.

5. We do not have any training to attend this FY which require payment. We did have to pay affiliation fee to Parents As Teachers (PAT) and fee to use the PAT curriculum. We no longer have Risk Management Ins. Fees, and currently we have enough supplies from last FY year for this FY.

Signature: *Beth Ann Spivack-DeGore*

Date: 11/30/2016



*Agenda Item
No. 12*



TORRANCE COUNTY

RESOLUTION # 2016-53

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, December 14th 2016 did propose to authorize cash transfers and line item transfers between funds in the FY 2016-17 Budget, and

WHEREAS, cash transfers and line item transfers between funds require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following cash transfers and line item transfers between funds:

CASH TRANSFERS:

From:	To:	Amount:
401 (General Fund)	685 (P & Z)	\$1075.00

LINE ITEM TRANSFER:

From:	To:	Amount:
401-08-2219	685-08-2201	\$1000.00
401-08-2270	685-08-2270	\$75.00

NOW THEREFORE, it is respectfully requested that these cash transfers and line item transfers between funds in the 2016-17 FY budget be approved by the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 14th day of December 2016.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

LeRoy M. Candelaria, District 3

DFA Approval



*Agenda Item
No. 13*

CONTRACT NUMBER: _____

GRANTEE DUNS NUMBER: 095746517

VENDOR NUMBER: 0000054405

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and County of Torrance (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. Buckle Up ("BKLUP")/Click It or Ticket ("CIOT"), Project No. 17-OP-RF-103, \$1,487.00;
 - b. Selective Traffic Enforcement Program ("STEP")/100 Days and Nights of Summer ("DNOS"), Project No. 17-ST-RF-103, \$2,665.00;
 - c. Total Funding awarded per this agreement \$4,152.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: BKLUP/CIOT, exhibit B; STEP/DNOS, exhibit C.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Traffic Safety Bureau Financial Management Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or

otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. Officials Not to Benefit. The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. Termination. The Department may terminate this agreement for any reason, by giving the Grantee thirty-days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. Appropriations. The Grantee acknowledges that:

- a. this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. Compliance with Law. The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.);
- c. state laws applicable to workers' compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations; and
- d. 2 C.F.R. Subpart F §200.500 - §200.521 audit requirements.

e. those sections in exhibit D labeled "applies to subrecipients as well as states."

9. Notices. For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

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

to the Grantee at:
County of Torrance
Attn: Sheriff Heath White
P.O. Box 498
Estancia, NM 87016

10. Severability. The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. Tort Claims. The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. Jurisdiction and Venue. The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. Project Responsibility. The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. Term. This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2017, unless earlier terminated as provided in section 6 or section 7.

15. Applicable Law. The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. Amendment. No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. No Third-party Beneficiary. This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. Merger. This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether

written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

19. Disadvantaged Business Enterprise. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this agreement on the date stated opposite that party's signature.

DEPARTMENT OF TRANSPORTATION

Date: _____, 2016

By: _____
Cabinet Secretary or Designee

COUNTY OF TORRANCE

Date: _____, 2016

By: _____
Title: _____

Approved as to form and legal sufficiency.

Date: 11/23/2016, 2016

By: Monia Begendy
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2016

By: _____
Counsel for County of Torrance

Exhibit B

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

BUCKLE UP (BKLUP) and CLICK IT OR TICKET ("CIOT") Project Number: 17-OP-RF-103

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below:

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 11, 2016 to January 4, 2017.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 18, 2017.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2017.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2017.

"National DWI Mobilization Period" means August 18 to September 4, 2017.

"National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2017.

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

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

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost of personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of pay including overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31st 2017. If the final claim is submitted after October 31, 2017, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- c. assistance at child safety seat clinics or car seat fitting stations.

5. Reporting. The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, § 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$1,487.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$1,487.00

7. Goals. The Department's performance goals for the state are to:

a. Reduce unrestrained occupant fatalities by 8 percent from 103 in 2014 to 95 by December 31, 2017. (FARS)(5-year averages)

b. Increase seatbelt use by 0.2 percent from 93.3 percent in 2015 to 93.5 percent by December 31, 2017. (State)(Annual data)

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

Exhibit C

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM ("STEP") and 100 DAYS AND NIGHTS OF SUMMER ("DNOS") Project Number: 17-ST-RF-103

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

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

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

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of pay including overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31st 2017. If the final claim is submitted after October 31, 2017, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this exhibit C; and
- b. training for officers not previously trained in STEP.

5. **Reporting.** The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, § 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP (Execution of Agreement through September 30, 2017).** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$1,999.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$1,999.00

7. **Funding – DNOS (June 23rd through September 30th 2017)** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$666.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$666.00

8. **Goals.** The Department’s performance goals for the state are as follows:

- a. Reduce speeding-related fatalities by 3 percent from 132 in 2014 to 128 by December 31, 2017. (FARS)(5-year averages)

- b. Reduce alcohol-impaired fatalities by 4 percent from 107 in 2014 to 103 by December 31, 2017. (FARS) (5-year averages)
- c. Increase seatbelt use by 0.2 percent from 93.3 percent in 2015 to 93.5 percent by December 31, 2017. (State) (Annual data)
- d. Decrease the number of distracted driving-related fatalities by 10 percent from 114 in 2014 to 103 by December 31, 2017. (State) (5-year averages)

9. Equipment. The Grantee may only purchase equipment under this agreement with prior approval of the Department.

Exhibit D –CERTIFICATIONS AND ASSURANCES

**APPENDIX A TO PART 1300—
CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4; SEC. 1906, PUB. L. 109-59,
AS AMENDED BY SEC. 4011, PUB. L. 114-94)**

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

State: New Mexico

Fiscal Year: 2017

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

GENERAL REQUIREMENTS

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

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North

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

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The grantee's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - o Abide by the terms of the statement.
 - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - o Taking appropriate personnel action against such an employee, up to and including termination.
 - o Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

None of the funds under this program will be used for any activity specifically designed to urge

or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and

Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated

April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in

writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seatbelts by occupants of motor vehicles;
 - Submission of information regarding mobilization participation into the HVE Database;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).
 - (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

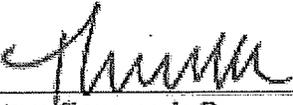
The State: [**CHECK ONLY ONE**]

Certifies that automated traffic enforcement systems are not used on any public road in the State;

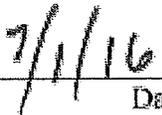
OR

Is unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 CFR 1300.13(d)(3) AND will submit the survey results to the NHTSA Regional office no later than March 1 of the fiscal year of the grant.

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



Signature Governor's Representative for Highway Safety



Date

Tom Church, Secretary, NMDOT

Printed name of Governor's Representative for Highway Safety



*Agenda Item
No. 14*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4700 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.
All fields must be filled out for consideration.

Name: Leslie Olivas Purchasing
First Last Department / Company / Organization Name

Today's Date: 12/7/14 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 4730 Fax Number: 384-5294
Would you like this Agenda Faxed to you? Yes No

Email Address: lolivas@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:

Award RFP 2017-01 on Site Fire Apparatus Repair

Is this a Resolution , Contract, Agreement, Grant Application, Other? _____

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



*Agenda Item
No. 15*

PO Box 48
205 9th Street
Estancia, NM 87016
(505) 246-4725 Main Line (505) 384-5294 Fax
www.torrancecountynm.org



County Commission
Commissioner Lonnie Freyburger, District 1
Commissioner Leanne Tapia, District 2
Commissioner LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

**REQUEST TO BE PLACED ON THE TORRANCE COUNTY
COMMISSION AGENDA**

This form must be returned to the County Manager's Office **ONLY!**

**Deadline for inclusion of an item is WEDNESDAY, NOON prior to the subsequent meeting.
All fields must be filled out for consideration.**

Name: HEATH WHITE SHERIFF
First Last Department / Company / Organization Name

Today's Date: 12/7/2016 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____ Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: hwhite@tcnm.us

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: _____

Brief explanation of business to be discussed:
Transfer of Animal Control Duties to the Torrance County Animal Shelter.

Is this a Resolution , Contract, Agreement, Grant Application, Other? _____

Has this been reviewed by Grant Committee? YES NO If yes, corresponding paperwork must be attached.

Has this been reviewed by the County Attorney? YES NO

If this is a contract, MOU, or Joint Powers Agreement there must be a signature line for the County Attorney on the original contract.

Has this been reviewed by the Finance Dept? YES NO Comptroller Initials: _____

- No Impact
- Change in current fund
- Raise Budget (allow 45 days after Commission approval)
- Change in funds (allow 45 days after Commission approval)
- Reduction
- Transfer funds (allow 45 days after Commission approval)

Other: _____



Agenda Item
No. 16



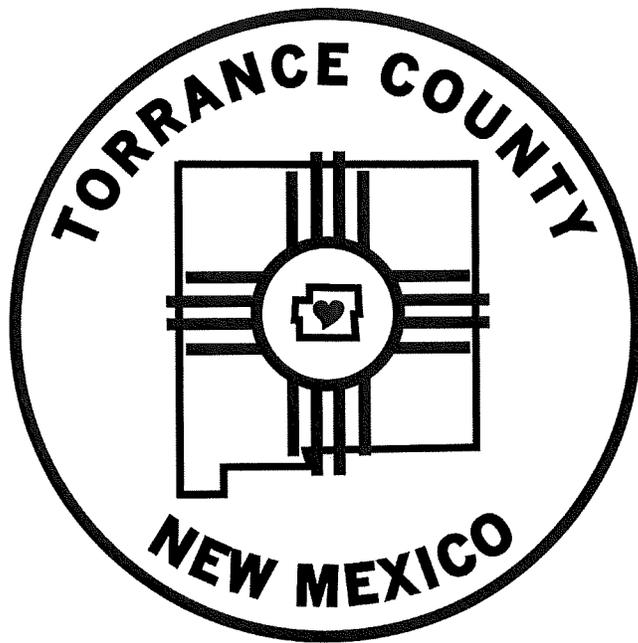
*Agenda Item
No. 17*



Agenda Item
No. 18



*Agenda Item
No. 19*



COUNTY MANAGER UPDATE