



TORRANCE COUNTY
COMMISSION MEETING

June 12, 2024

9:00 A.M.

**For Public View
Do Not Remove**



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

Janice Y. Barela, County Manager

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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, June 12, 2024 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to the Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
 - A. **MANAGER:** Employee of the Quarter - Deputy Alex Schwerdel
6. **BOARD AND COMMITTEE APPOINTMENTS**
 - A. **PLANNING & ZONING:** Discussion and possible reappointment of Christina Estrada to second term on the Planning & Zoning Board.
7. **PUBLIC COMMENT and COMMUNICATIONS** (Comments limited to two minutes.)
8. **APPROVAL OF MINUTES**
 - A. **COMMISSION:** Request approval of minutes of the May 8, 2024, Regular Meeting of the Board of County Commissioners.
 - B. **COMMISSION:** Request approval of minutes of the May 16, 2024, Special Meeting of the Board of County Commissioners.
 - C. **COMMISSION:** Request approval of minutes of the May 22, 2024, Regular Meeting of the Board of County Commissioners.

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

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

A. FINANCE: Discussion and possible approval of Resolution 24-____, Budget Adjustments, superseding Resolution 2024-19.

12. APPROVALS

A. CLERK: Canvass 2024 Primary Election.

B. DWI: Request approval of LDWI FY25 Grant Agreement.

C. SHERIFF: Request approval of General Agreement between the National Park Service, an agency of the United States Department of the Interior, acting through the Superintendent of Salinas Pueblo Missions National Monument, and the Torrance County Sheriff's Office to provide mutual law enforcement assistance and conduct search and rescue operations on lands within the Park's boundaries within Torrance County.

D. FIRE: Request approval of the new Torrance County Fire Department (TCFD) patch and emblem.

E. FIRE: Request approval to create six (6) new Firefighter/EMT positions at the current salary which is based on level of licensure.

F. FIRE: Request approval to create four (4) Part-Time (PRN) Firefighter/EMT positions, to include setting salary.

G. GRANTS/FIRE/EMS: Request approval to submit a funding application to NM Department of Finance & Administration (DFA) to recruit firefighters and emergency medical technicians (EMTs) to improve the personnel capacity of fire departments; requesting funding for 10 Firefighter/EMT positions.

H. GRANTS/SHERIFF: Request approval to submit an application for the NMDPS Law Enforcement Retention Fund – Year Three (3); award amount will be determined by Department of Public Safety (DPS).

I. GRANTS/SENIOR CENTERS: Request approval of Capital Outlay Application to NM Aging & Long Term Services Division for Torrance County Senior Centers; Estancia Senior Center \$112,000 for renovations and improvements; Mountainair Senior Center \$105,000 for renovations and improvements; and Moriarty Senior Center \$141,780 for the planning and design of new building.

J. GRANTS/SUMMER ENRICHMENT: Request approval of a Memorandum of Understanding (MOU) between the United States Department of the Interior National Park Service Salinas Pueblo Missions National Monument and Torrance County to host interns for the Summer Enrichment Program and authorizing County Manager Janice Y. Barela as the signatory.

K. FINANCE/FIRE: Request approval to submit payment to Amazon in the amount of \$839.40 for the purchase of 12 New Physio Control LifePak 12 Defibrillator Batteries; Purchase Order #35436 was issued on 7/14/2020.

L. FINANCE: Request approval to pay Amazon invoice #1VDK-eG1L-H34T from June 1, 2022 in the amount of \$85.32; Purchase Order #37927 was in place at time of order; items were ordered and received by Grants Department but invoice was not paid. If approved, invoice will be paid from Finance Office Supply 401-055-2219 since Grants is now part of the Finance Department.

M. EMERGENCY MANAGEMENT: Request ratification of State Homeland Security Grant Program application submitted to request funding to upgrade Torrance County Dispatch Center to State Radio System, upgrade Torrance County Sheriff's Office (TCSO) mobile and portable radios to be compatible with State Radio System.

N. EMERGENCY MANAGEMENT: Request ratification of submission of the Emergency Performance Grant (EMPG), a grant funding up to 50% of Emergency Manager's salary/benefits and 25% of Emergency Management Specialist's salary/benefits.

13. DISCUSSION

A. GRANTS/SENIOR SERVICES: Presentation of annual report from Presbyterian Medical Services on programs and services provided to senior citizens in Torrance County, to include discussion of successes, challenges, future plans, and draft Operating and Use Agreement for FY2025.

B. VALENCIA SHELTER SERVICES: Presentation of Valencia Shelter Service's Annual Report, future plans, needs, and discussion of draft Memorandum of Agreement (MOA) for FY2025.

C. MANAGER'S REPORT

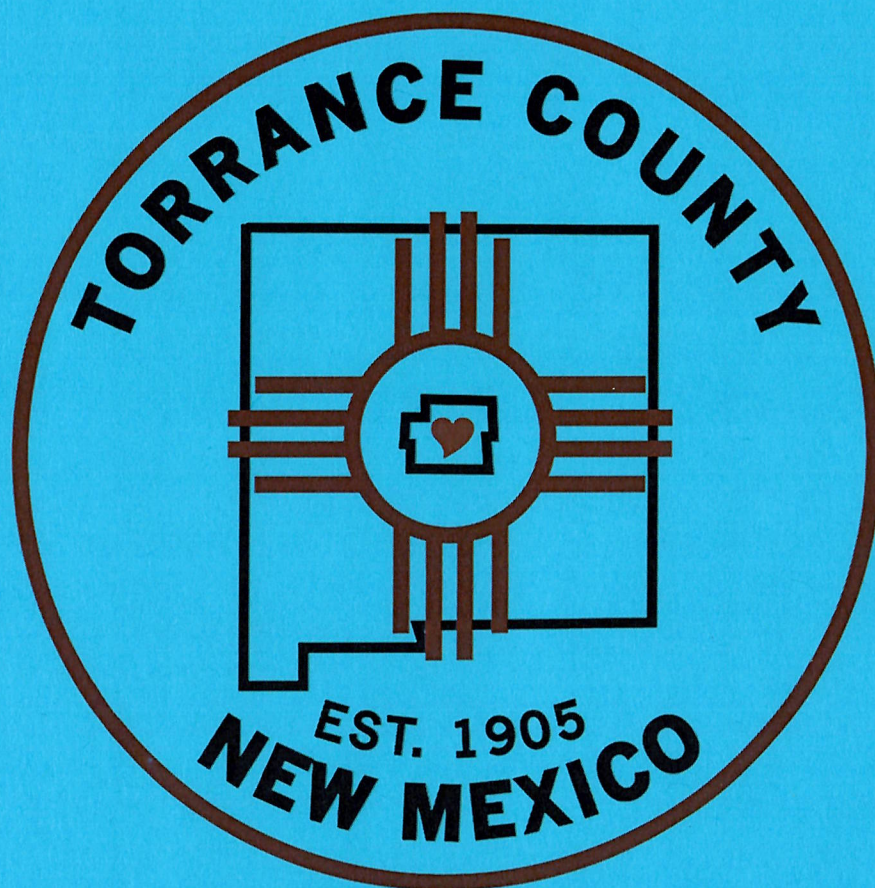
D. COMMISSIONERS' REPORTS

- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Schropp, District 3

14. EXECUTIVE SESSION

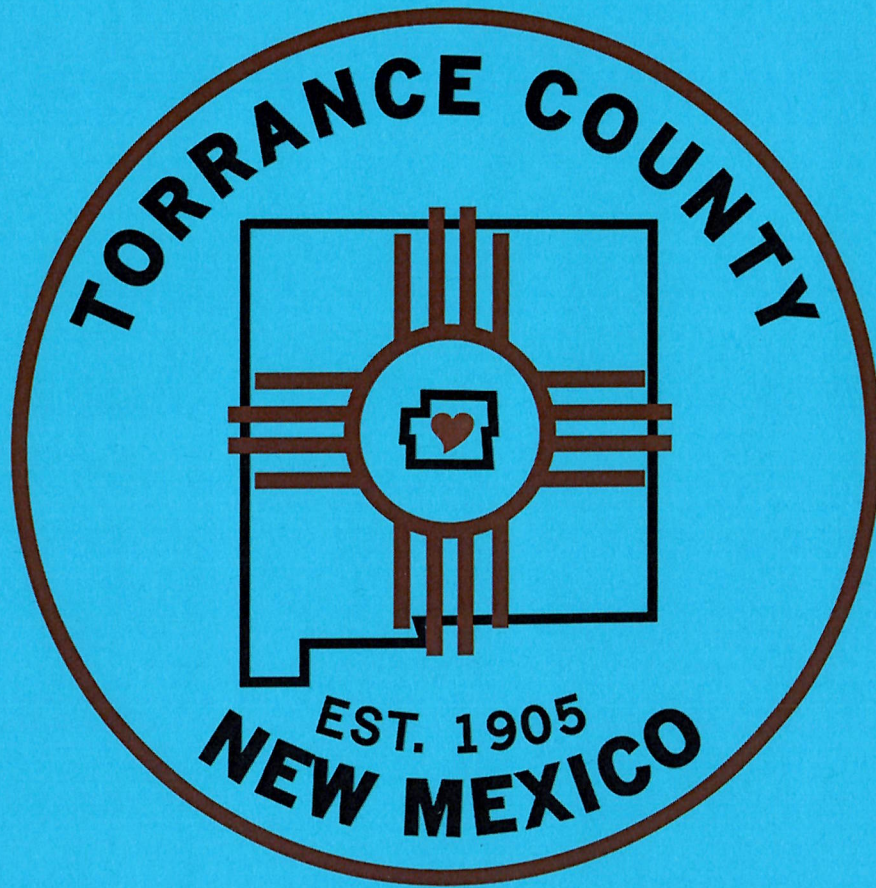
15. **Announcement of the next Board of County Commissioners Meeting:** June 26, 2024 at 9:00 AM
16. **SIGNING OF OFFICIAL DOCUMENTS**
17. **ADJOURN**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including agenda and minutes, can be provided in various accessible formats. Please contact the Manager's Office at the number listed above if a summary or other type of accessible format is needed.



**TORRANCE COUNTY
COMMISSION MEETING**

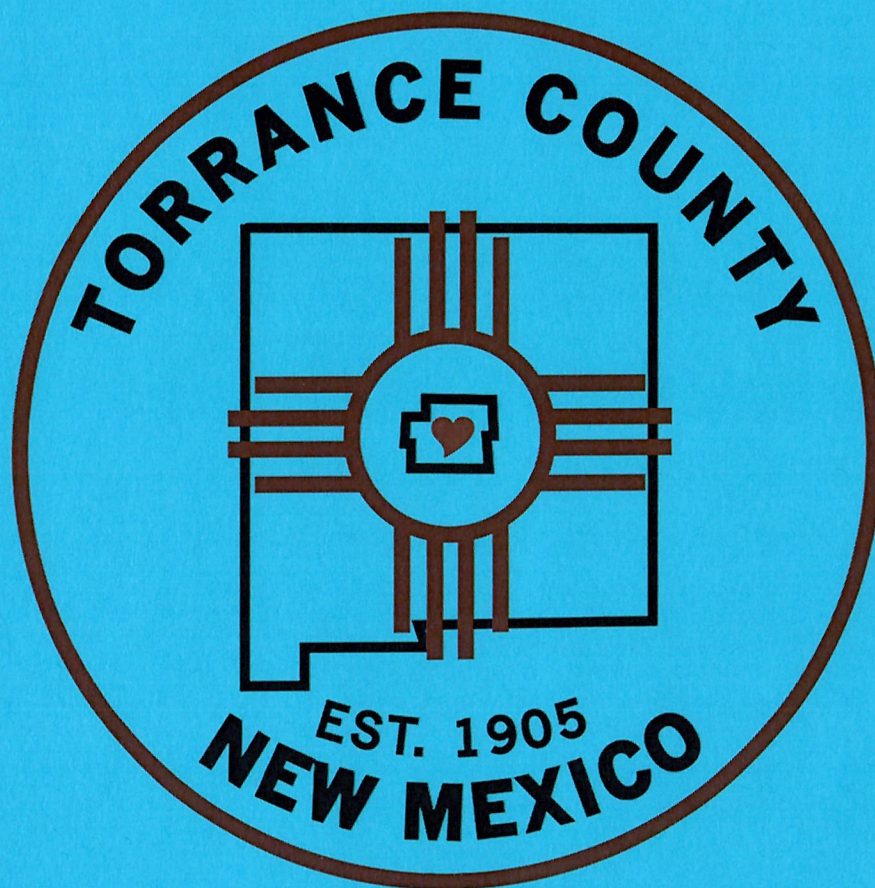
Agenda Item
No. 1



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

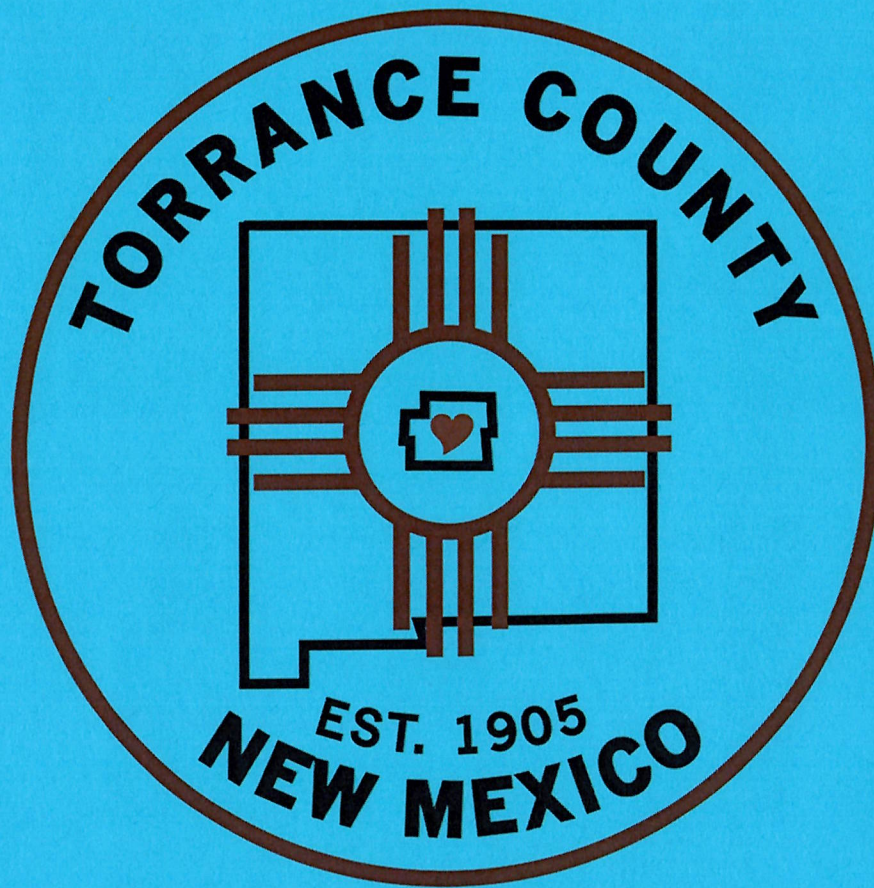
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

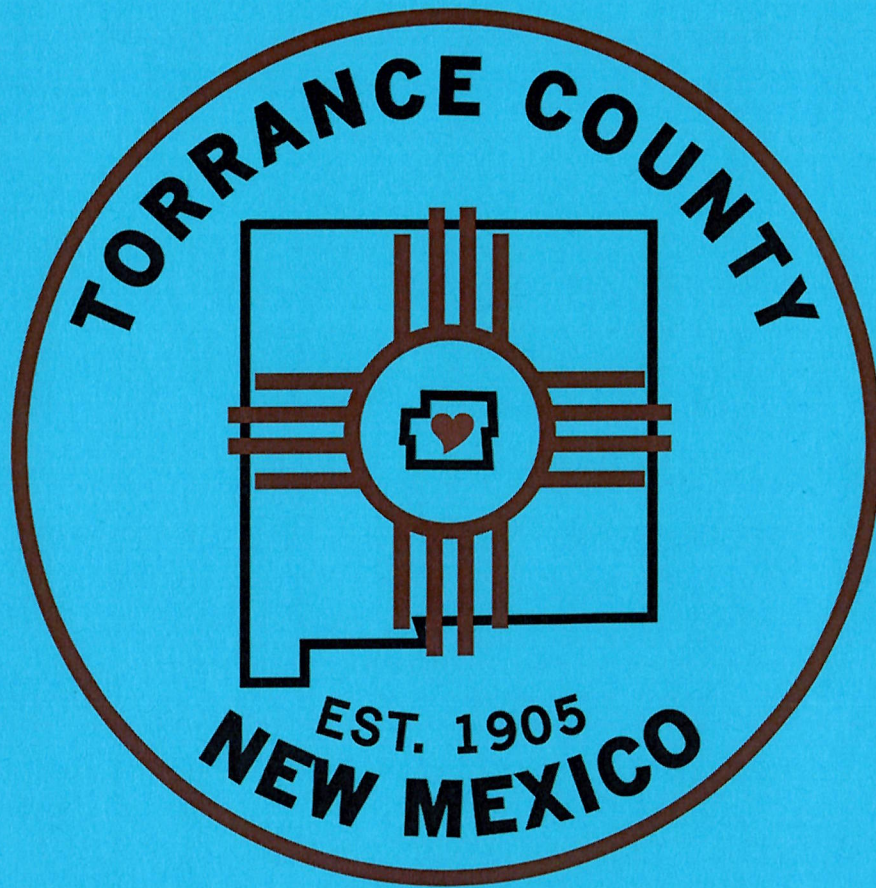
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

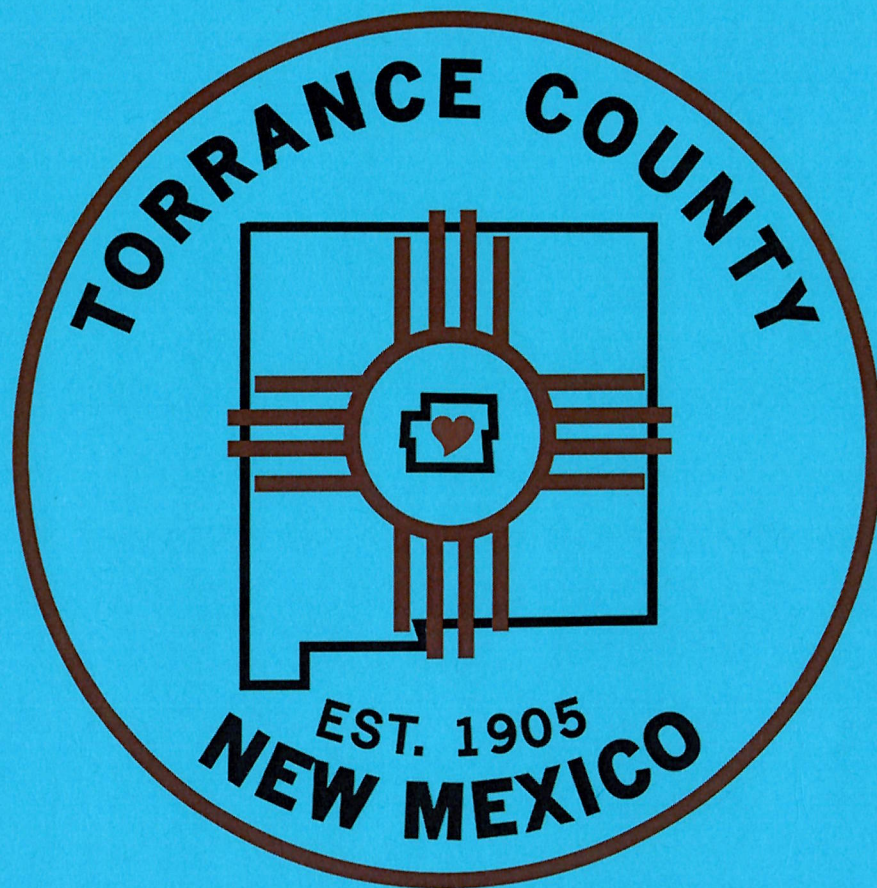
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 5 A



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 6 A

CHRISTINA ESTRADA

100 Peacock RD | 505-705-5377 | dialestrada@gmail.com

May 19, 2024

Torrance County
Commissioners
Planning & Zoning Director
Estancia NM 87016

Dear Torrance County:

Being appointed in 2021 by the Torrance County Commission, to the Planning & Zoning Board has been a great honor. I am humbly asking you, the Torrance County Commissioners to please reappoint me for a second term. Serving on this Board has been an eye-opening experience. Being a lifelong District 3 Torrance County resident has helped me in the tough decisions made by the board and wish to continue for another term. Thank you all for your consideration.

Sincerely,



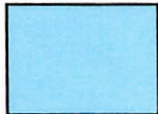
Christina Estrada

PLANNING AND ZONING BOARD MEMBERS STAGGERED TERM CHART

FISCAL YEAR

Board Member	District	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Gilbert RW Sanchez	3	1st Year 1st Term	2nd Year 1st Term	3rd Year 1st Term	Eligible for Reappointment			Term Out
Christina Estrada	3	3rd Year 1st Term	Eligible for Reappointment			Term Out		
Jim Frost	1	2nd Year 2nd Term	3rd Year 2nd Term	Term Out				
Danielle Johnston	1	2nd Year 1st Term	3rd Year 1st Term	Eligible for Reappointment			Term Out	
Art DuCharme	2	1st Year 2nd Term	2nd Year 2nd Term	3rd Year 2nd Term	Term Out			

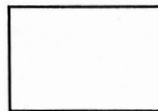
Served as Board Member



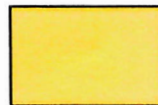
Eligible for Second Term



Not a Board Member



Finish Other's Term

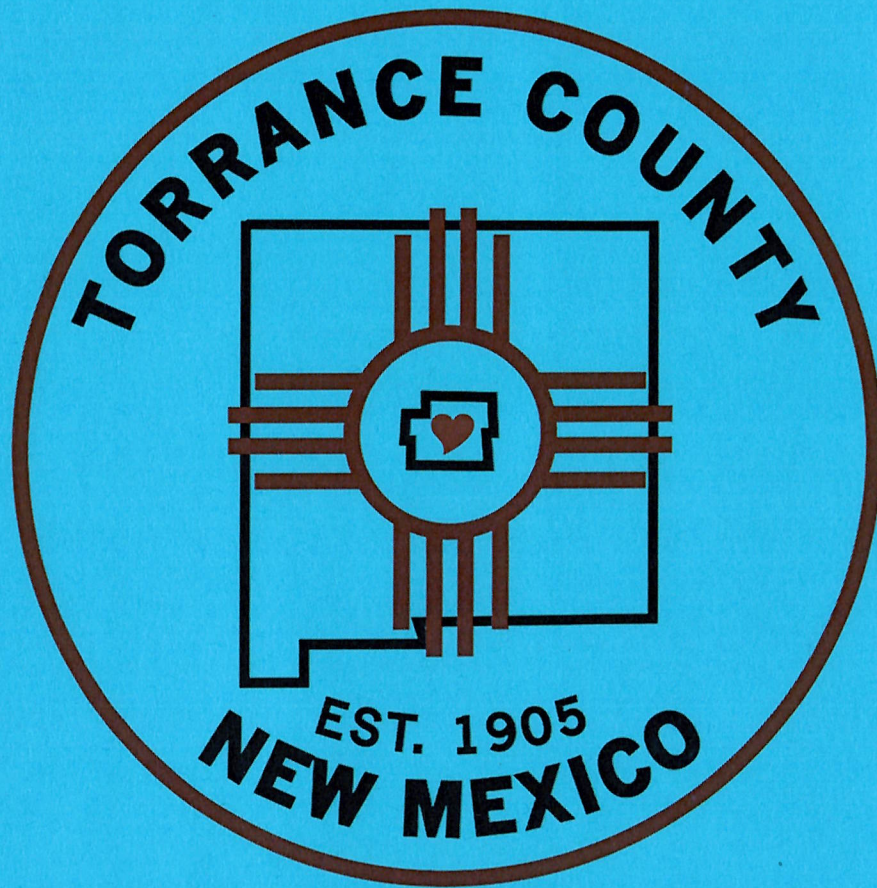


General Notes

August 2009 (FY 09-10) County commission sets a stagger in terms to offset Board Vacancies

FY 12-13 County Commission decides equal representation from each Commission District

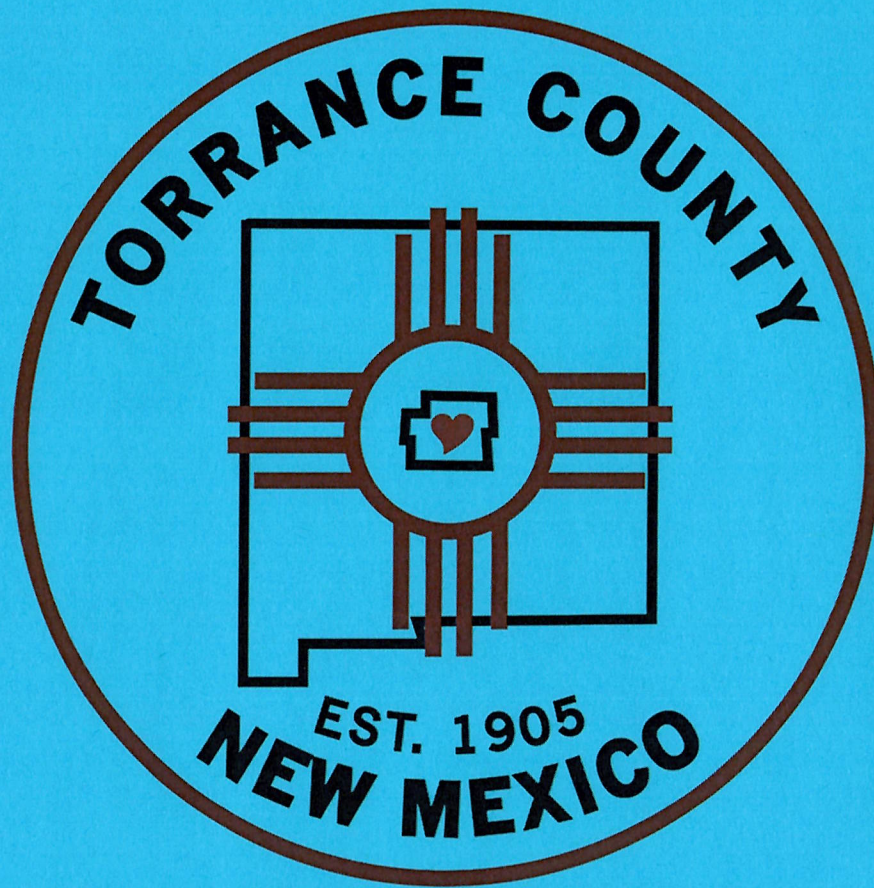
September 2012 (FY 12-13) Board Meetings moved from first Tuesday to First Wednesday



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 7



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 8 A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
May 08, 2024
9:00 AM

Commissioners Present:

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

Others Present:

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

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the May 08, 2023, Regular Commission Meeting to order at 9:05 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall– County Commissioner

3. Changes to the Agenda:

Janice Barela-Madam County Manager: Remove agenda item 12 C (2) from the agenda.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS: None**

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

7. **PUBLIC COMMENT and COMMUNICATIONS:**

Linda Jaramillo-County Clerk: Early voting and Absentee by mail started yesterday May 7th, 2024. 167 ballots were sent out and 27 people voted in person. I encourage everybody to vote early, Absentee by Mail or on Election Day. For Absentee by Mail, I suggest people request the application as soon as possible to ensure we get the ballot back with time for processing. Thank you.

Nathan Dial – Mayor of Estancia: I want to apologize to the Wrye family. I asked for data on any applications about water being converted from irrigation to commercial, to be sold to leave the county. The list I saw was a list of all applications within the county. When I got into the system and read the application, which is in water legalese, I didn't understand. I realized the Wryes are not trying to sell water out of this valley. They are maintaining the current well. To the Wrye family, I apologize. I'm sorry for the statement I made in the last meeting it was wrong.

I did confirm that as long as an individual puts in an application, posted on the OSE website, and published in a newspaper in Santa Fe, Bernalillo, or San Miguel County, they have met their legal requirements because there is no newspaper in Torrance County. I asked the Officer at the State Engineers if they could give faith to the county or the municipalities of what's going on, and their response was, no, the legal obligation is met. In saying that, yes, Jacob Serrano and Anna Serrano through Sun Zia transmission have a proper application. It has been approved and they are legally able to sell their irrigation water as commercial water. It goes back to the statement that, yes, the precedent has been set. This is a legal way of doing it. If enough people do this, I believe all the shallow wells are going to start going dry. Thank you for your time.

Ann Schropp – Resident: Mr. Schropp and I attended the first New Mexico County Commission Affiliate Retreat in Ruidoso. One of the speakers was addressing changes to BLM rules and regs. He told us we had three choices, the same three we have talked about, number one, we can do nothing, and the changes will happen, and they'll roll right over us. Number two, you can negotiate and compromise. Both of those words were spoken in a tone of complete disgust. Number three, "You can do what I prefer and get into a good old-fashioned scrap". He then proceeded to tell us how to conduct paper terrorism on the government, where the government doesn't talk to each other, doesn't make any effort to understand their position, and for goodness sake, doesn't ever concede a point. I have a somewhat different philosophy. I even have a parable for it. I had one dollar I met a man who had one dollar. We exchanged dollars. When we parted, we each had one dollar. I had an idea and met a man who had an idea. We exchanged ideas, and when we parted, we each had two ideas. This is how we build everything from local programs to nations. When necessary programs, such as our Emergency Management Department have been sorely neglected, a leader with ideas who listens to others' ideas, and a rulebook will build it back. Torrance County is lucky to have that in our Emergency Manager. We're building that with our Fire and EMS Departments. When the management style, "we've always done it this way," is overseeing the downfall of the project, it's time for some new ideas in management style. Thank you.

Erick Andrada Rodriguez: Audio recording in Spanish. Translation below.

Aurora Arreola: Policy Manager at New Mexico Immigrant Law Center: I am here to uplift the voices of detainees and the Torrance County Detention Facility. I will be reading the previous statement you just heard by Erick Andrada Rodriguez. Hello, my name is Erick Andrada Rodriguez. Through this medium, I will inform you about the cruel things that one lives and experiences inside Core Civic prisons. When we arrived there in Torrance, we arrived at the poor medical care that exists in that center, where they denied me medical assistance many times, and on many occasions, the security guards were not attentive, to be able to attend to medical emergencies. I was a victim of that abuse. They only gave me pain pills. I didn't know what the pills were for. It was only the pills, and I had to take them. They didn't provide me with a medical checkup or anything. They also gave bad advice. During the credible fear interview, we did not know what we were facing. The person who was giving this communication instead of guiding us for the credible

fear interview, discouraged you. At that center, we also suffered torture because they did not take us out routinely to the recreational area. The food is bad and is bad nutritionally, for the immigrants in this center in Torrance. I weighed around 89 to 90 kilos. I'm currently at 65 kilos. I was transferred to Mexico with the intention that they were going to take me to Venezuela, but I'm still here. This is cruel, and quite difficult to endure. I want to return to my country but haven't been able to.

Andres Esquivel: Audio recording in Spanish played. Translation below.

Osiris: Continued the same recording in Spanish. Translation below.

Alondra Reyes: I will be translating the audio we just heard. Hello, my name is Benjamin Alonzo. I'm 32, from the state of Morelos, Mexico, and in the pillar of a family of five people. My wife's family took me to the United States for safety, but I had to return to Mexico for my family. I was kidnapped two months later and almost executed. Where I live, they execute people in broad daylight. They don't respect the lives of children or women. There is zero respect for life. This is why I had to return. I do not want this life for my children. I surrendered to immigration when I came here, and they took me away.

In Torrance, I suffered a stroke, but the prison staff did not pay attention to me. The response time was very slow despite the symptoms I presented. In the hospital, they can be handcuffed; and my hands and feet are handcuffed at all times. Even when the doctor suggested removing the handcuffs for a faster recovery. They did not remove the handcuffs no matter how much the doctor requested. I was not allowed to speak to a lawyer in the hospital. When the lawyer went to see me at the hospital, they did not let her talk to me. I had a hearing with the judge that I do not remember clearly because I was on medications, one called Keppra, which put me in a drowsy state. They woke me up to receive the call and the judge ordered my deportation. I never received documents and didn't sign anything. They forced me to leave the hospital against the doctor's recommendations.

When they took me out of the hospital, they returned me to the prison. In two hours, I was on my way to another place. I was not told where I was going. They did not give any information. When I arrived at the last prison, they didn't know what they were going to do with me. The officers didn't even know why I was

there. I told him that I didn't feel well. They took me to the infirmary where I stayed the whole time. I didn't receive proper care and medications did not work. I did physical tests that the doctor ordered, and he required I be rehabilitated. After a week the medic forced me to walk without the walker and I fell that same day I was deported to Juarez. I'm stuck at the border. I do not have my identity documents and I do not know what to do. I am stuck. I have no family and no money.

Jessica Martinez - Director of Policy and coalition building at the New Mexico Immigrant Law Center: I am also an immigration attorney who specializes in working with Special Immigrant juveniles and I serve as one of the Board of Directors of the Immigration Law Section of the New Mexico State Bar.

As attorneys, we take an oath and have to hold ourselves to a high ethical standard. We are trained in the rules of evidence and legal standards. At NMILC, I work with attorneys and legal experts who have documented and substantiated claims of terrible conditions in these detention centers. We hear those who support the prison's ICE contract, try, and refute these persistent reports of violations. I met with detainees in the Torrance facility and saw with my eyes men with injuries and heard from several of them how bad the conditions were. I met with several attorneys and legal advocates who have witnessed detainees with serious injuries, suffering, and pain.

A case that continues to haunt me, to this day, is of a man who had a bone sticking out of his ankle, and nothing was being done for him. The experiences detainees have shared continue to fall on deaf ears, as no action has been taken to stop their suffering. This is unacceptable and does not align with our values in the state. It does not align with the essence of our core humanity. Legal experts have said that the detention centers in New Mexico are some of the worst, if not the worst in the country. Not only have we documented and substantiated these claims, but these conditions have also been confirmed by multiple government oversight bodies as the Office of Civil Rights and Civil Liberties and the Office of the Inspector General. Every member of the New Mexico Congressional Delegation has called for the cancellation of the ICE contract at Torrance, we will continue to elevate and uplift the voices of detainees. We hope you will work with us as the only viable solution in this instance is to end the suffering of detainees and take a stance or refuse to be complicit in human rights abuses. Thank you for your time.

Marcie Wallin – Torrance County Fair Board: I'm here to clarify some statements that were made at the previous County Commission meeting. Our agenda was posted on time, thank you, Manager Barela, for clarifying that during the meeting. A correct statement was made, and attendance was for our special meeting. However, the public needs to know that the agendas are sent to all Commissioners, the newspaper, all the County Ag departments as well as the extension agents, and all of our superintendents receive the agenda as well.

Several families that attend our meetings regularly have been involved, either as a fellow board member or the secretary. They know the process is lengthy when we go through the Fair Book. A comment was made that we make our own rules, and do make the rules, and that is true. That is what we are tasked with to run a County Fair. I have researched County Fair Boards throughout New Mexico. I wanted to be up to speed and do things as other counties do. Their Fair Boards, some do have committees that come up with the rules. When I asked who was on those committees, they stated Fair Board members. Some of those had three Fair Board members in total and maybe had 21 on their entire Fair Board. To clarify for all Torrance county residents, this statement was not made at a Commission Meeting, but it was made in our meeting that our budget is \$9 million. I wish that were true. Unfortunately, it is not true. Thank you.

*Comments by ZOOM

Barbara Schroder- Volunteer with the New Mexico Immigrant Law Center: I will read a statement from Jose Manuel Nunez Garcia, a current client of NMILC. NMILC gathered this statement and is sharing it with his consent. We confirm that it's a true and correct translation and the recitation of Jose's Words. My name is Jose Manuel Nunez Garcia. I am currently detained at the Otero County processing center but spent several weeks at Torrance before I was transferred. I will be very sincere. This is too much abuse for me, for a person. That food is not food for a person. We were not given enough calories. On two occasions I received food that was decomposing, bitter, and rotting. I spent much time hungry and with an empty stomach. It felt like a business. They don't give you enough food so you will spend your money in the commissary. Concerning the treatment, I received from the guards of TCDF. The staff didn't pay attention to us, we were often alone. When they did speak to us, they spoke to us with bad words. We are people, you have to speak to people with dignity with politeness. I think it is not fair to have people detained for so many months, and that we're subject to mistreatment. Maybe my opinion isn't important to you all. But for me as a human

being the situation in Torrance was very bad. I was very discriminated against, I experienced verbal mistreatment. It's a deprivation of liberty all at the hands of the guards and TCDF and at the hands of ICE. I never want to experience this again in my life. I had the idea that the US was a country of laws, but inside of TCDF our human rights have been violated. Thank you.

Edwin Garcia: I was a detainee at Torrance County Detention Facility. I've been released, and I'm out free with my family in the United States. I'm here now speaking to you all once again, but now with no holding back or being kept quiet. I'm still in contact with people in the Torrance Detention Facility, or should I say, Torrance County Prison. They advised me and described to me the same following issues. The lack of staff, especially on the weekends, not being there, which is a safety hazard in case of an emergency. The poor medical attention when needed and lack of communication between the guard staff and trainees due to not speaking Spanish or guards also not wanting to speak Spanish, even though they're able to. No accountability for all the medical treatment by the guards. When I was there, I could advocate for them because I spoke English and I speak English very well. Even then, I was still given a hard time. The last dreadful week I was there in Torrance, there was an audit of the facility. When the people came in for the audit, I was not only denied once but three times by guard staff to speak with the auditors. On one of those occasions, I banged on my cell door and got one of the auditors' attention which was a woman who looked right at me through my window cell. As I yelled, hey, I speak English, I want to speak to you about this place and what's going on with staff, they quickly shuffled them out of the pod. I then spoke to a guard and asked, why am I being denied? He answered, there's nothing I'm able to do for you. This is not a situation to be taken lightly at all. These are ongoing problems that have not stopped and are not going to be solved. They can't and nor will they be able to fix these issues. This is a no-brainer for everyone. This contract should never be considered to be renewed at all. I stand by my comment, and I stand by the comments provided to you guys are true. I lived it, in real life. Thank you all again for your time. God bless.

PJ Podesta: I'm a legal services provider when people are detained by ICE at TCDF. While doing my preparation, people often raise upsetting conditions. We report these here because we hope that the Commission will remove the County's role in contracting with ICE and Core Civic who act with impunity. To illustrate, I'm going to speak on an ongoing issue that ICE and Core Civic have not addressed, despite long-running reports of sewage floods. The other day someone

who was detained at TCDF, one year ago reached out to me. During our chat said, “They had us in Unit 6A for two days and the smell was foul. There was overflow from the toilets, all the toilets on the bottom level in the central area in the shower”. This comment struck me because this past fall we heard similar reports from inside the facility and alerted the Department of Homeland Security Offices for Civil Rights and Civil Liberties, Inspector General, and the detention ombudsman about this.

I'm going to read a series of excerpts from four such reports spanning four months in a row. “ On November 14th, sewage floodwater in unit 8B containing physical human excrement covered the downstairs cells i.e. half of the unit cells. On December 12th, several individuals housing unit 6C reported that at least four cells in the unit had sewage smelling of excrement consistently pooling in them. On December 19th, several individuals in housing unit 5B reported that at least five drains in the common areas are fully backed up with sewage water containing liquid excrement flooding areas of the unit, including the shower and the dining area. Several men detained in the unit have experienced vomiting, nausea, and dizziness. On the morning of January 25, 2024 people detained in unit 6B observed sewage overflow from approximately nine of the unit's ground floor toilets and individual cells. On February 27th, showers in Unit 7A never draining and the men are bathing in stagnant wastewater. Most men in the unit have developed an unidentified skin infection involving painful itching, significant discoloration, and unprecedented visible fungus. This is a snapshot; it turns out that similar reports go back to at least March 2022. We're not able to spend all our time tracking this one issue when we are supposed to provide legal services. Thank you.

Diana Nevarez - Las Americas: I am reading an excerpt from a letter from 10 men formerly detained at Torrance. Being in a place like this is tough. The conditions that we're living through are terrible, it's torture. One of the problems that this lockup causes us is the psychological damage that we suffer every day since none of us has ever been in jail or had to see a psychologist and a psychiatrist or take pills to be able to sleep due to the anxiety, depression, and headaches. When we see a psychologist or psychiatrist one of the questions they ask us is if we want to hurt ourselves or if we have suicidal thoughts. To this question, we must answer, no, because otherwise, if we don't keep quiet rather affirmatively, they immediately take us to a cold dark cell, which we call the hole, due to the descriptions of the people who are unfortunately there. In the hole, we have to be practically naked because they only give us a hospital gown. We have to sleep on the concrete and that's only if you can sleep since the sound of the air conditioners

is like a car engine. The food they give us is raw carrots and celery. The lights are on all night. When we leave that place we are physically and psychologically damaged. One of us left the hole with a damaged rib caused by the concrete where he slept. To get out of the hole we have to lie and see that the thought of self-harm has passed. We have to say that we have recovered, when in reality we leave worse than when we entered. Thank you.

Ian Philabaum - Innovation law lab: I'm reading an open letter written and signed by 23 men who were detained on December 1, 2023. The United States with its immigration process is stealing and taking our lives, and we can do absolutely nothing. They take away our human rights. We're being mistreated, killed slowly and psychologically. It is a cry for help to the world for the rights of human beings that the US defends so much. There must be reasoning as to what this country preaches in its defense. For crossing a wire and surrendering to immigration we are being detained serving sentences in federal prisons where we are isolated from the world without communication and telephones. We have suffered abuse. We are locked in our cells five times a day. We're locked 11 hours a day in the four-by-two-meter cell. They give sleeping medication to all of us who express some type of depression or anxiety. Those who take them have the effect of taking drugs that make you sleep all day. Some who take the pills do not wake up to eat. They take us out for recess only twice a week. Some officials arrive screaming when the count time comes. They have no compassion. Five times daily, they come in shouting and intimidating. They pass by every half hour shining lights in each room. They open the door and slam it waking us up and scaring everyone. They wake us up at 4:30 am to 5 am for breakfast and eat a miserable meal, most of them losing weight from hunger. The world will only see worse disasters and harm to people if something major is not done about what was happening at the Estancia Correctional Facility in New Mexico. Families separated, men deteriorated by a slow death but in the eyes of no intervein or being seen. We want to live. Thank you very much.

Tracey Master: Former employee and resident: Commissioner Schwebach, Several months ago, you commented on a finance discussion concerning stopping blaming Tyler for the things that are going on. I don't know the answer. I learned last week that there were concerns that the DWI budget was overspent last year and that it was going to be looked at very closely this year. I want to make sure that you understand that I discovered in December of 22, that there were some issues and submitted 27 journal entries to the previous Finance Director. None of those

were completed. Once they were submitted, I didn't think about them again, I went about my regular job. Then as we were closing out the year, and as you know, with certain grants, it's use it or lose it. I was working to use it, so we didn't lose it. I did a visit with Finance throughout FY23 and followed proper procedures. When I realized at the end of May first part of June, that overtime monies for the Sheriff's Office into the DWI program and the drivers were not attributed to the proper line items and knew that the fund was going to be overextended, because of that, I immediately went to my previous supervisor and said this to him. He said it was because of Tyler that they were having issues, and they were trying to get it figured out. One of the problems could have been that we started using Tyler around September 22. Yet we were not getting training on Tyler until March of 23. I want you to know that I was diligent in making sure that expenditures were made properly.

Jovanny Sabastian Hernandez - Manager of the New Mexico DREAM team:

We are advocating on behalf of the New Mexican Dream Team, urging the Torrance County Commission to end contracts in the Torrance County Detention Facility. We've heard many testimonies or articles describing the inhumane conditions of this place. It's sad to see that places like this are still operating because of the profit motive for human dignity. We have to understand that asylum seekers are seeking a place to feel safe and to call home. Being in horrible places like this one is not the solution and will never be, detainees are treated badly. They're fed poor food; health care is denied and their mental health and physical well-being in general are put at risk day to day. New Mexico residents should not live in fear of being detained in Federal Immigration Detention Centers, or seeing their families go through that horror. No asylum seeker should have to question why they are placed there. As public servants, we hope you stand by your community's values. Together we can envision, that New Mexico does not thrive off caging populations but welcomes migrants and asylum seekers.

8. APPROVAL OF MINUTES

- A. COMMISSION:** Request approval of minutes of the April 10, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the April 10, 2024, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

B. COMMISSION: Request approval of minutes of the April 24, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve minutes of the April 24, 2024, Regular Meeting of the Board of County Commissioners.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:

A. COMMISSION: **Public Hearing** to consider: AN ORDINANCE ADOPTING AN INDUSTRIAL REVENUE BOND POLICY PURSUANT TO THE COUNTY INDUSTRIAL REVENUE BOND ACT, ESTABLISHING APPLICATION REQUIREMENTS AND PROCEDURES, AUTHORIZING THE COUNTY MANAGER TO ENGAGE PROFESSIONALS TO EVALUATE AND ADVISE ON MATTERS RELATED TO THE ISSUANCE OF BONDS AND UNDERLYING LEASE AGREEMENTS WITH PRIVATE COMPANIES, AND ESTABLISHING A FRAMEWORK UNDER WHICH THE BOARD OF COUNTY COMMISSIONERS RECEIVE, CONSIDER AND ACT UPON APPLICATIONS FOR INDUSTRIAL REVENUE BONDS.

Action Taken:

Ryan Schwebach – County Chairman: Motion to Move into Public Hearing.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

9:45 AM

Michael I. Garcia-County Attorney: Mr. Burpo, Do you swear to tell the truth?

Rob Burpo – First American Financial Advisors: I do. The county has been fortunate over the years in the number of Industrial Revenue Bonds done without policies. Most counties in the state of New Mexico have a policy or ordinance that deals with the issuance and the process dealing with Industrial Revenue Bonds. As the county has become more well-known in the communities you'll be seeing a lot more projects coming your way, not necessarily in the wind industry, not the same vendors and project developers you have been working with. This policy mirrors Sandoval and Curry counties. What we're trying to do is make sure that, when somebody applies for an IRB, the county is dealing with as much information at the get-go as possible. The other thing that we're doing, that has not been done in the past is requiring a \$10,000 deposit. The reason for that deposit is, that the state statutes demand that the counties cannot spend its own money in dealing with Industrial Revenue Bonds, those expenses, your contract attorney, your bond counsel, our firm, those things have to be borne by the project developer and not

the county. In the past, you have been fortunate, because you've had big firms come in that understand that. As more folks come into the county they may not be aware of the policies of the state. We thought it was important to raise this policy for you.

Kevin McCall-County Vice Chair: With that \$10,000 deposit, at which point will we credit them or how will that be handled?

Rob Burpo – First American Financial Advisors: They will deposit the county; it will go into the Treasury, in a special line item for disbursement. Depending on the level of work, when the transaction comes in the three parties will have a conversation with them as a project developer in terms of the level of work that is going to be needed, the timelines for those, and if they don't agree to those kinds of things. Bond counsel and your contract attorney all have ongoing seasonal expenses that are supposed to be paid by these folks. This will be used as a down payment. If the project doesn't go any further or incur any expenses or the developer walks away you can return that money. Depending on how much work is required at what stage of development. On a typical deal like wind farms that \$10,000 is a drop in the bucket. To be candid, we are trying to make sure that people understand the statutes. If you have a policy, then they understand the workload, or lack of workload, that the three outside parties of the county are going to incur. They should know that that's going to be an expense of theirs per state statute. Typically what will happen in these deals is that we will enter into a contract, and we have to represent the County. We have to contract but the contract states that they, the project developer are responsible for them. We work with a developer at the very beginning to say, this is the workload that's going to be incurred, based on what you're telling us your project is. It may be that the \$10,000 doesn't cover some initial work, they determined they don't want this project, in which case they might get all their money back.

Samuel Schropp-County Commissioner: For those of you listening in the gallery, what we're trying to do is protect the County from the cost of poorly run projects, from companies or corporations who back out of a project and leave the mess behind, or other kinds of problems, that may be encountered that are not caused by the company. We're discussing at this point, bonding, and theories to protect the citizens of Torrance County from costs incurred by business ventures that don't work out.

Rob Burpo – First American Financial Advisors: That is spot on. This ordinance creates an application that they have to fill out. Some of the things in

there are who's their attorney, what is their address, who are their principles, and what are their backgrounds, that built the project? How many of these people are going to be employed during construction and how many people are going to be employed to operate? The basics of a business venture of any kind that the county should know.

Samuel Schropp-County Commissioner: Do we have the flexibility? Is this going to be a standard bond across all types of industries? Some businesses will require more money. A hydrogen plant is going to have a footprint, which if that entity were to file for bankruptcy and walk away, could cost the county a lot of money to clean up.

Rob Burpo – First American Financial Advisors: One of the things that are important in this ordinance is it specifically states funding and reaffirms what the state statute says that the county cannot ever be on the hook for any of the debt. Let's say they build a billion-dollar hydrogen plant. They are going to get that money from third parties. They are not going to get it from the county, that's the way they are funded. By law, the county cannot operate the facility, you didn't have any say in the business. Also, you can't be in any way obligated to make any of the payments on any of the debt or any of the operations. That's one of the things that we want to put in place. In another county, we've had people come in thinking the county's going to issue the bond and be on the hook. We want to make sure everyone understands Industrial Revenue Bonds, and how they work. They're on the hook for everything. The only issue, depending on the quality of the developer, is the operating expense escrow account which we have done on a couple of transactions in other parts of the state. In the transaction, we could make them put up an escrow account that's reserved for ongoing expenses, that's a common practice.

Samuel Schropp-County Commissioner: My concern is, in Iowa when I was living in a part of the country where family farms were required to be bonded at a much lower rate than Tyson Foods. They all run in concentrated animal feed operations. When one of the family farms broke, their bond was for \$5 million. The manure pit broke and just did all kinds of environmental damage that ran way past that farm. That's why I was asking, do we have the flexibility to say to a hydrogen plant, or some other kind of industry coming in here that we expect a bond, which is a percentage of capital investment? I understand what you said about legally we wouldn't be holding the bag. When they had that kind of disaster, they just went out of business and walked away. I understand this is to protect and

help us. Do we have the flexibility in writing these contracts to cover larger or smaller operations at different bonding rates?

Rob Burpo – First American Financial Advisors: Yes, you do. That's one of the important things about Industrial Revenue Bonds. A lot of the language is boilerplate if you will. There are always special provisions that we put in there specifically for the given transaction. For example, the recent wind turbine transaction, we require from the turbine operator at this time. When the blades expire, and they need to be replaced they have to be removed from the county. As you drive east, there's a bunch of blades just laid on the ground, that was a transaction that our firm was not involved in. We can be pretty specific on the language as a condition of making the transaction and that can be in the form of performance bonds, put up by a third party or reliable insurance company. They can be required to be put into an escrow account, held either as a third party or the accounting. This gives the county the flexibility to recall funds or impose their will on transactions.

Ryan Schwebach – County Chairman: Does anyone have any more questions?

*No response

Michael I. Garcia-County Attorney: For the record, I did review it as well and I think it is very good.

Action Taken:

Ryan Schwebach – County Chairman: Motion to come out of public hearing.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

10:00 AM

Ryan Schwebach – County Chairman: We will look at this ordinance at the next Commissioners meeting for approval.

11. ADOPTION OF RESOLUTION: None

12. APPROVAL

- A. **GRANTS:** Request approval of contractual Amendment by submission of a BAR Request to New Mexico Children's Youth & Families Department for Juvenile Justice Continuum Funding for increased contractual services for Girls Circle; Amendment will be to Article II for an increase of \$17,249.25.

Misty Witt-County Finance Director: We are requesting approval for an amended contract that we have from CYFD for this increase of \$17,249.25. It is to cover the cost of the girl's circle facilitator. We have an increase in programming which led to an increase in the number of sessions. The funding is coming from CYFD, not the county.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the contractual Amendment by submission of a BAR Request to New Mexico Children's Youth & Families Department for Juvenile Justice Continuum Funding for increased contractual services for Girls Circle; Amendment will be to Article II for an increase of \$17,249.25.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

- B. **SHERIFF:** Request approval to pay bonuses for the LE-Recruitment and Retention Grant from the New Mexico Department of Finance & Administration totaling \$37,500.

Cheryl Allen-County Sheriff Executive Assistant: This was from grant funds that you had previously approved. At this point, I'm bringing to you the proposed

schedule for the payout of bonuses. The table was included in the packet. I want to go over how we determine this. This was awarded last year. Last year's award was \$37,500. I've compared the bonus schedule that was developed for last year and found that we have fewer deputies eligible this year for the award. I adjusted that schedule based on the number of deputies that we have that are eligible for FY 2024. After entering the proposed awards, I determined there was a remaining balance of \$3,500 and I divided that balance by 10 deputies which is the deputies not including the Undersheriff, which equaled \$350. I added \$350 to each of those deputies based on the schedule excluding any taxes. It's based on their years of service. Deputies have to have served the department a minimum of three months.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve to pay bonuses for LE-Recruitment and Retention Grant from New Mexico Department of Finance & Administration totaling \$37,500.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

C. SHERIFF: Request approval to create new positions in the Torrance County Sheriff's Office, effective immediately:

- 1) Two Community Service Aides (commissioned, uncertified officers) at \$20.00/hour.

David Frazee-County Sheriff: We are coming here today to advise you of a situation we have in the department of a shortage of manpower and a plan on how we're going to deal with that. At this point, we are recruiting and hiring but need some immediate action. I would ask my Undersheriff to explain this in detail to you.

Stephanie Reynolds-County Undersheriff: We are short-staffed for deputies. We are still utilizing them for the transport of prisoners to and from the court and other

facilities etc. The sole purpose of a Sheriff's Department by state statute is to provide court security and transport of prisoners. This is something that we can't vet out, this is something that we are responsible for providing. We are having to request overtime for our Criminal Investigations Division, our deputies are all putting in the overtime to provide this service. We are not getting applicants for this position. There are no deputies within our department who are eager or excited to provide transports as their sole job. We are asking for a non-certified commissioned individual who would be listed as a CSA or Community Service Aide. I do realize that this is something that was removed from the Department not too long ago. It was tried and simply did not work for our department.

The way that we have talked about this position will be similar to what we had in the past. The responsibilities of these individuals will be transportation of prisoners to and from court and other facilities when needed. It will be to provide court security, they will be able to provide specific services such as service of documents, nothing that would require a law enforcement decision-making type of scenario. Even some of the service of documents would still be given to certified deputies. However, they can handle things such as when they are required to be in court at such and such date. The way that this would benefit the department is we would have the ability to utilize them for the services that are required. We would not have to pull deputies or request that they provide more overtime than what they're already doing. I have spoken with County Manager Barela and our legal about this position and they have guided me in specific ways on how we can provide this service the way that it needs to be laid out. I can provide a job description with better detail. I haven't completed that yet because I wasn't sure exactly what direction this meeting may go.

Ryan Schwebach-County Chairman: Why were these positions removed in the first place?

Stephanie Reynolds-County Undersheriff: I don't have a good answer for that. I don't think it was a good decision at that time, the Sheriff may have addressed that.

David Frazee-County Sheriff: It was my opinion then that we need certified officers, especially when they're handling prisoners. The problem that we have found ourselves in since that time is the fact that it is very difficult for us to get our deputies who are certified to go and do this job. It is looked upon as a demeaning job, and they don't want to be doing that full-time. We are at the bottom level where we can go without cutting services back. If I push this on the deputies, I

have a fear that some of them may leave. We had a Sergeant leave the other day to take a job in Albuquerque. I don't want to push it to that point. I think that we have it at a workable point. In theory, it would be better to have everybody certified. When we can't get the certified deputies to want to do that particular job we need to hire people that want to do that job.

Ryan Schwebach-County Chairman: How is this position as an uncertified officer? What are their abilities and how are they equipped?

Stephanie Reynolds-County Undersheriff: They would be identified as a CSA, Community Servicing Aid. We do not have anybody filling this position. We do have two uncertified individuals who have not yet been to the academy, and they are filling this position and are currently assisting with transports. When they provide that service, they are in unmarked units, they travel together, and they are required to attend the same classes for firearms that deputies are required to attend. They are required for the less-than-lethal that they carry, a 16-hour course for tasers. They are welcome to attend all of the training in-house that we provide to all of the deputies. They are equipped with that they are just not certified, as of yet. If this position is approved, we would like for them to have that same opportunity, the same training in-house that we can provide. We want them to be safe and able to provide that service. They would not go to the academy and become a certified police officer.

David Frazee-County Sheriff: They wouldn't wear the same uniform.

Samuel Schropp-County Commissioner: You mentioned firearms training, will these Community Service Aids carry firearms?

Stephanie Reynolds-County Undersheriff: Yes

Ryan Schwebach-County Chairman: Currently we have one deputy who is going through to become certified and have a year to become certified.

Stephanie Reynolds-County Undersheriff: Yes, \$20 An hour uncertified.

Ryan Schwebach-County Chairman: Do you envision this as a potential that there's going to be some individuals that want to stay here?

Stephanie Reynolds-County Undersheriff: Yes.

Ryan Schwebach-County Chairman: Are they going to want to use this to move into a deputy position?

Stephanie Reynolds-County Undersheriff: Maybe eventually. We have one individual who was hired to go to the academy as an uncertified deputy in the hopes that he would be going to the academy. He is enjoying the position. He helps with our SORNA which is the registered Sex Offender Registrations. He has also helped me with the service of documents, and court security transports. He has expressed interest in staying in that position.

Samuel Schropp-County Commissioner: Is this in response to a shortage of police officers all around the country?

Stephanie Reynolds-County Undersheriff: Yes, that's correct.

Samuel Schropp-County Commissioner: Every Police Department and Sheriff's Department in the country is having trouble getting qualified individuals. We are at a point with a couple of deputies leaving, that we're at an officer safety, citizen safety point with being able to patrol. Would you agree with that?

David Frazee-County Sheriff: I agree.

Samuel Schropp-County Commissioner: In adapting in this way, I understood your point about doing away with the CSAs and going to all certified officers when you brought it to us. But you are now responding to a critical shortage of qualified candidates to be certified?

David Frazee-County Sheriff: Yes, sir. I have two applicants who are currently certified that we're looking at.

Samuel Schropp-County Commissioner: You can take these two CSAs, and free up patrol deputies, to be back on the road covering each other and providing the coverage that Torrance County requires.

David Frazee-County Sheriff: Yes, sir. So exactly.

Stephanie Reynolds-County Undersheriff: I would like to propose taking one of our certified positions and turning that into two uncertified positions.

Samuel Schropp-County Commissioner: If we have people under the county's flag, so to speak, we're carrying firearms, and they are not certified legally. Does that change the Captain's liability?

Michael I. Garcia-County Attorney: They will still be covered under the Tort Claims Act, whatever they did we're responsible for.

Ryan Schwebach – County Chairman: How long did it take to get trained to be comfortable in this position from coming in totally green to getting trained for them to do this job?

Stephanie Reynolds-County Undersheriff: It took three weeks for these uncertified individuals to be able to provide court security, the service of documents, and transports. It's not extensive and that does include the 16 hours of firearms training and in-house training that Deputy Saavedra provides.

Samuel Schropp-County Commissioner: Who conducts the firearm training?

Stephanie Reynolds-County Undersheriff: We have several individuals that we utilize. Right now our sergeant is in class this week to become a firearms instructor. We did lose our firearms instructor to another agency. However, we have utilized the Edgewood Police Department, Moriarty Police Department, and Estancia Police Department to provide that service.

Samuel Schropp-County Commissioner: I have concerns, you say three weeks, they're up and running, carrying a gun. Where are patrol deputies? That's a much longer process.

Stephanie Reynolds-County Undersheriff: For firearms, they are required to have a 16-hour training to carry a firearm that is for law enforcement officers.

David Frazee-County Sheriff: They won't be carrying a gun until they're certified with a firearm.

Samuel Schropp-County Commissioner: I'm in favor of this change. I think this Commission is going to have to pay pretty close attention to who we hire. I know that the department will have very effective oversight of the CSAs carrying firearms.

Stephanie Reynolds-County Undersheriff: Yes. If it is approved, we will have Deputy Saavedra provide the training for them, because he is the one currently in the position of court services, which is inclusive of everything that we've discussed. He is a certified trainer in the state of New Mexico. All of the training that he provides is up-to-date and accurate. He would oversee how they perform what duties they are given.

Action Taken:

Ryan Schwebach – County Chairman: Makes a motion to add two Community Service aide positions for uncertified officers at the rate of \$20 an hour and remove one vacant certified deputy position from the Sheriff's Office.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

2) One Patrol Sergeant at \$35.50/hour (current Patrol Sergeant salary) –
Removed from Agenda

D. ASSESSOR: Request approval of 2024-2025 Assessor's Valuation Maintenance and Reappraisal Plan.

Linda Gallegos-Chief Deputy Assessor: I provided our Assessor Revaluation Reappraisal Plan. You have that in your packets. This report is a flagship report going forward. In the next reports that we have, you won't see a report that's this size and contains more exact information. County Assessors are exclusively responsible for determining the values of property for property taxation purposes. Assessors also implement a program of updating property values, so that current correct values of property are maintained, we have the sole responsibility and authority at the county level for property valuation maintenance. This aids the Board of County Commissioners in determining whether the County Assessor is operating an efficient program of property valuation maintenance and in determining the amount to be allocated to that office for this function. The County

Assessor shall present with his annual budget request, a written report known as the annual report, this is the valuation maintenance and reappraisal, but I'd also like to include it as our annual report until we do quarterly reports.

The report contains improvements of properties added to property valuation records during the year, additions of new property evaluation records, increases and decreases in the valuation during the year, the relation of sales prices of property sold to the values of property for property taxation purposes, and the current status of overall property valuation maintenance program in the county. It also contains expenditures from the county property valuation fund which shall be made pursuant to this property valuation program presented by the County Assessor's Office and approved by the majority of the County Commissioners. The purpose of a valuation maintenance program is by the statute. The purpose of this report is to aid the Board again in determining whether the County Assessor is operating an efficient program of property valuation maintenance, and this program is subject to approval once again.

The valuation maintenance program developed by the Torrance County Assessor's Office contains two major components. One is reappraisal and data maintenance of all taxable parcels on a yearly cycle and a door-to-door re-inspection of all taxable improved real property every four to six years. This program can only be implemented and completed with an adequate budget and proper management of employee time and resources. I'm not getting into the budget here; the statute includes that terminology and work on the budget next week. We are provided with two budget sources that fund our operation. One is the General Fund, which is directly funded from the county coffers, and a 1% Valuation Fund or Property Valuation Fund. That Revaluation Fund is mandated by statute, and it requires that all entities except institutions of higher levels, collect a property tax levy that helps share the cost of reappraisal and assessment of parcels within their jurisdiction by contributing 1% of their property tax revenue to this fund. This is a special use fund that may only be used by the Assessor for property valuation maintenance and reappraisal.

Further down in your packet, you'll see that there's a chart on there that shows the Assessors General Fund budget history. For fiscal year 21-22, we were at a little over \$650,000. The next General Fund Budget 22-23 was over \$677,000 and in 23-24, we were at \$706,500. Our 1% valuation budget was at \$70,000 for FY21-22 \$158, for FY22-23, and \$182,571 for FY23-24. One of the processes in our offices

is the property ownership transfers, the way I refer to it in our office is a well-oiled machine. Where every part is integral to the process and production of the information that's critical to our processes.

The Customer Service Representatives and our processors are in the legal documents transfer ownership, where all of the new information is updated on the account, including exemptions, or change of address whatever's needed. Our goal in this particular area is to transfer all information within two weeks of the County Clerk's filing data and minimize data entry for errors. We want to ensure that all transfers are completed before the preparation of the annual mailing of the Notices of Value to the taxpayer each year. I also included the GIS, mapping, and maintenance. The GIS Department is not located in the Assessor's Office, we work closely with that department. They assist us in our maps creating accounts and identifying new parcel numbers, etc., including land combinations and splits. This department not only provides assistance to the Assessor's Office but also to the county and cities, such as utility departments, Law Enforcement, Fire, EMS, 911, Clerk, and Planning and Zoning Departments. The reason why I could include that as important is because we use Eagleview Pictometry, and GIS is included in that information.

The next topic is the valuation appraisal of real and personal property. We are responsible for that information, not only real property, which is land, and residences, but also business personal property, and livestock. We are also keeping up with the state assessment properties, which are those properties that are railroads, communications, pipelines, airlines, public utilities, and wind turbines. In addition, we also keep up with the market by processing affidavits of transfers. This helps us to continually monitor and watch the market and develop our sales ratios. We also are using new construction permits, land splits and combinations, agricultural land, and grazing reviews. We have a CAMA which is a Computer Assisted Mass Appraisal modeling and data entry. The business personal property and livestock renditions are sent out every year. We also keep track of the over 3000 manufactured mobile home accounts valuations, removal from the county, etc. Our Appraisal Department uses three approaches to valuation. The sales comparison approach, the cost approach, and the income approach. We're trying to get away from using the sales comparison approach as a general practice by using all the information that I've spoken to you about to get into a more precise mass reappraisal.

Quality control and preparation of value data for printing notices are important. Our CAMA specialist is the system programmer for data quality maintenance and works with the appraisal staff. She is in charge of printing reports of all taxable property, and lists concerning value, and differences from one year to the next. She also assists the appraisers with their field reviews and delivers data to the necessary printers for the information that we send out. We also offer an appeal process, which is 30 days after we mail out our notices of value. Our appraisers are not only involved with the door-to-door appraisal, valuation, maintenance, and field checks, but they also have to work on the protests that come into our office. Every protest that comes into our office is field checked for accuracy to see whether our values are correct, or if the property owner has more information that may assist us in better assessing and valuing their property. In 2021 we had 40 protests, in 2022 we had 71 protests, in 2023 we had 113 protests, and in 2024 we had over 120 protests, maybe even closer to 150. The increase is because of our reappraisal, valuation maintenance, and staff working to get our records in our values more current and correct. This increases the value of the county through new monies, such as new constructions by using permit sales information. Properties that haven't been touched in many years and have been paying the same tax rate for years, see this increase become alarmed, and protest/dispute their value.

On page 19 of your report, there is the Assessor's organizational chart, showing you who our staff is and what their function is in that office. You can see that it looks like a large number of staff in our office, but we need that amount to accomplish what needs to be done for this county. We encourage our staff members to take IAAO, which is the International Association of Assessing Officers classes, and be proficient and an expert in that field. I have five State Certified Appraisers. One appraiser with an appraiser two designation, she's working on her third this summer. Our CAMA person is also taking those appraisal classes so she can more effectively work with the appraisal staff on getting their data correct. She will be working on her fourth designation this summer as well.

You'll notice, I went into specifics regarding the door-to-door reappraisal. By statute, we were required to implement a four-to-six-year reappraisal cycle. In 2018, the Assessor implemented the reappraisal program. We tried to work on getting those accounts more current. In 2023 we had over 32,000 accounts, but due to issues with the conversion to the new software system in 2021, the appraisal staff and most of the other office staff had to divert their efforts to manually correcting 1000s of accounts so that accurate valuations were in place by the time

the tax schedule was sent over to the Treasurer's office in October 2021, thus pushing the reappraisal period back. In addition to the physical field inspections, we use the high-resolution oblique and side-view imaging called Eagleview Pictometry, implemented in 2018. Those properties can be inspected from exterior conditions visible in the photos. Ideally, the flyover should take place every two years to obtain optimal current property information Assessor Lucero plans on contracting for new photos in the fall of 2024. The first flyover consisted of municipal properties consisting of over 274,000 acres. Phase one was implemented in October of 2023, we are 75% complete. That will be finished by the summer of this year. Phase two will begin in the fall 2024-2025. Phase three will be in 2025-2026. Phase three will go faster because there's more open range and not many accounts. Phase two encompasses the wind turbine areas. From north of Hwy 60, south of Hwy 60 to the county line. That shouldn't take too long.

Our goal was data maintenance and door-to-door re-inspection. We decided that years three through six would be the reassessment of residential and nonresidential properties. We will continue to stratify the markets based on current sales. We also wanted to develop a workflow process and collaborate with Eagleview Pictometry, potentially flying over in the spring of 2023. Moving from the dependence of the cost method to the sales market approach. Our Senior Lead Appraiser, who is instrumental in this revaluation process has not been available to our office due to being on FMLA. I took it upon myself to structure this differently. I found that prior reappraisal plans have not proven effective so I provided a sample copy of what our reappraisal will look like in the years to come, on pages 24 and 25 of your report. This particular sample, I compiled while I was the Assessor in Colfax County. This reappraisal plan will be assessor-specific, down to parcels completed daily. It provides more statistical data and gives management more leverage due to the detailed and revised expectations in the reappraisal plan, including appraisal expertise. We feel like that might warrant some salary increases. I know it's pretty involved, but it helps management to track what work is being done and how much more work needs to be done in the time that we need to complete it.

I made an addendum to your report, which is information on the property valuation fund because there's confusion and misnomers regarding the property valuation funds. I provided that showing what is permitted out of that 1% fund and what's not permitted for future reference, and eligible uses of the property valuation fund that's on the back page. In October 2023, I mentioned \$274,000, it's \$278,438. The results of the 23-24 reappraisal was an increase in valuation of \$12,080,765.00, which correlates to \$4,026,922.00 taxable value, we had a decrease in value by doing reappraisal of \$42,750, which correlates to \$14,250. Using an average mill

rate, that decrease equates to about \$200. The median mill rate used for the increase equates to about \$212,000. In the reappraisal of the mountain communities under phase one, we found that some of those properties haven't even been reappraised in 25 years.

All of the rest of the county that we work on resulted in an actual increase in valuation of \$19,067,909 and a taxable value of \$6,355,969. Combined valuation increases out of our maintenance, valuation maintenance, and reappraisal, and all processes in our office are \$31,147,674 taxable value of \$10,382,891.

Samuel Schropp-County Commissioner: If a property hasn't been appraised in 25 years, how do you buffer the sticker shock?

Linda Gallegos-Chief Deputy Assessor: There's a system in place for folks that have owned their property for many years. It's called Tax lightning. What that does is when the market is moving up around that property, instead of moving that specific property up to market value, we can only increase it by 3% per year until it reaches market value. That's one way we do that. When sales occur, the property automatically moves up to market. The software system we have now with Tyler will do the 3% increase. It's flagged to get a 3% increase until it reaches market value. We are asking you to approve my appraisal and reaffirm our reappraisal plan as presented for 24-25. We are funded adequately at this point, to continue to do the maintenance and reappraisal for 24-25.

Our processes ultimately tie into the budget process. I touched on that area and gave you a basic annual report. It's combined, even though it just says Assessors, valuation maintenance, and reappraisal, I did touch on the annual report. I don't have a problem at all, doing an annual report separately. I wanted you all to have this information, as stated by statute going into the budget cycle so that you can see what has occurred, what revenues come in, and what might be projected coming down the pike in the next year, two years, three years, five years.

The Assessor's Office is the only office that can uphold the budget if we're not being appropriately funded, DFA also makes that determination. They'll come in and they'll have talks with the County Commissioners, the County Manager, and the Assessor's office and I see where the problem is. This is mainly the valuation maintenance and reappraisal plan. The other information regarding the budget is simply for you all to keep in the back of your mind going forward with the budget, I haven't asked for anything specific as far as salary or more funding.

Janice Barela-Madam County Manager: In reviewing the Reappraisal Plan Evaluation Maintenance Report, they are stating that there are needs for their office and they're expressing that. In here, there's nothing that would tie the Commission to have to fund that. They're letting me know what their processes are. They have a component about staffing necessary to complete the project. Within that section, there is nothing that would commit the Commission to add positions or increase their salary. Even in their reporting on the Pictometry, Eagleview, there's nothing that's committing the Commission to have additional flyovers, although that is part of our budget discussion that will be coming forward. This doesn't tie the Commission to that either. They're reporting on what they have done in the past and what they were talking about trying to do in the future. The Assessors want to remind the Commission, same as every other elected official's offices that the Commission does have a statutory obligation to make sure that they can have enough funds to meet their statutory obligations. That is something that has been taken into consideration and will be brought up as part of the budget discussion. They will be covered appropriately.

Linda Gallegos-Chief Deputy Assessor: I appreciate the clarification. That's why I didn't specifically talk about the budget aspects that you see in the report that I may not have mentioned because we'll save that for later. I think that we keep plugging Eagleview Pictometry and the importance of it, just in hopes that we can continue to get the funding for that to continue to do the valuation maintenance and reappraisal and we'll talk about that more in budget.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the 2024-2025 Assessor's Valuation Maintenance and Reappraisal Plan.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

E. FINANCE: Discussion and possible approval of the FY25 Interim Budget.

Misty Witt-County Finance Director: We would like to bring up some discussion items that we need to complete our interim budget before we can give it to you for final approval.

Ryan Schwebach-County Chairman: Finance and the County Managers, met with each Commissioner individually, to go through the budget. We looked at the requests from the departments. The purpose of this and why it doesn't have to be approved, at this point is they have discovered differences or discrepancies between the Commissioners, we're fixing to work those out.

Cost of Living Increase vs. PERA Pickup.

Misty Witt-County Finance Director: On the FY 25 department request summary. The first item we have is salary discussions. The cost-of-living increase versus PERA pickup options. I provided a brief total of what each option will look like if you decide to do cost of living or PERA. This breakdown of what cost-of-living increases look like with a \$1 amount with a percentage increase to salaries, or with the PERA pickup. I've provided several options. One of them is a 75-cent increase in salaries across the board for the county, except for the elected officials and appointed employees. For example, the 75-cent total increase would be an increase of \$235,939 to the salary budget for the county. If we were to do a \$1 per hour increase, that total would be \$314,585. If we were to do a \$1.50 cost of living increase, that total increase in the budget would be \$471,878. A \$2 increase in salaries would add \$629,171 to the budget. For the percentage options, we started at a 3% increase. For 3%, the total increase in the salary budget would be \$204,856. For 3.5%, that would be \$238,999. For 4%, the total increase to the budget would be \$273,142. For 4.5% total will be \$307,285. For a 5% increase, the total budget increase in salaries would be \$341,428. For a 5.5% increase, that total would be \$375,571. and for a 6% increase, it would be \$409,713. The option for you for PERA pickup is broken down into 25% 30% 50% and 75%. The county is allowed by PERA to pick up 75% or lower.

Ryan Schwebach-County Chairman: The county currently doesn't pay for any PERA.

Misty Witt-County Finance Director: Correct. The county pays what is required by PERA for their percentage, but we pick up nothing, as far as employees' contributions. For a 25% PERA pickup to the employee portion, the total increase to the budget would be \$226,694. For a 30% PERA pickup, that would be \$272,032. For 50%, we're looking at \$453,387, and for 75%, that would be \$680,081.

Janice Barela-Madam County Manager: The PERA pickup would include anyone who is required to pay into PERA, some elected officials can opt out and I believe have from contributing to PERA pick up, the rest are required. We can't differentiate that; it has to be across the board. They would be included in the PERA pick-up.

Samuel Schropp-County Commissioner: Last year, the economic indicators I was looking at made me very optimistic, I was willing to roll the dice. We laughed a lot about Democrats, spending that money. I'm looking at economic indicators, and things going around the world. We have an election coming up, we have a war that is interfering with Black Sea shipping routes. We may have a complete change of economic policy after the coming election. I'm being very conservative this year. Last year, we gave a general wage increase of \$2 an hour. This year, I believe that all that would be prudent would be a cost-of-living increase. I'm going to be watching all of these increases in PERA. We don't want to lay people off. We don't want to cut hours. We want to provide services. I'm not going to be spending money as freely as I was advocating last year.

Ryan Schwebach-County Chairman: I appreciate the insight. I landed on a percentage of cost-of-living increase. Is the average cost of living data around 3.5%?

Janice Barela-Madam County Manager: In my research, it totaled 3.3%. 3.5% would be acceptable as well.

Ryan Schwebach-County Chairman: I was looking at 3.5%. A PERA pickup is the same thing as take-home money for these positions?

Janice Barela-Madam County Manager: For PERA pick up, the best result that we have is that it's immediate money that they see in every single paycheck. An increase in take-home pay.

Samuel Schropp-County Commissioner: An increase in their compensation package overall. What they say in the private sector would be all these benefits are your compensation package.

Janice Barela-Madam County Manager: We asked department heads and elected officials. Which one did they prefer? It was unanimous for PERA pickup. This is an opportunity for us to use a part of recruiting to also state that this is a part of their benefits package.

Ryan Schwebach-County Chairman: Based on 3.5%, these numbers look different than I remember. I remember 3.5% and the dollar amount matched at 50% PERA pick-up.

Janice Barela-Madam County Manager: The information was from last year's budget cycle, and what was projected to be the cost-of-living increase, had you selected a \$1 amount. This is based on our current information. I don't know what the difference is between the two different amounts, because it seems like it should be the same, especially since back then it didn't include the \$2 increase that we had given last time, we also added more positions.

Misty Witt-County Finance Director: These figures are based on the current approved salary schedule from FY24, plus vacant positions. This includes all positions. It also includes the increase in PERA for FY25, there will be a PERA increase on both the employer and employee.

Ryan Schwebach-County Chairman: Based on 3.5%, about \$239,000, equates to a little over 30% of PERA. We can maximize 75% by splitting the difference. 37.5%, which will be close to 3.5%, what does the Commission think?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes. Let's talk about the benefits of the PERA pickup versus the COLA percentage. #1 It could throw you into a higher tax bracket, which therefore they're going to take and if you get a COLA percentage, you're going to pay more to FICA and your health care, and so on. The PERA pickup is a much better pickup for the employees.

Elected Officials Increase-6%

Ryan Schwebach-County Chairman: The elected official increase has been proposed by many elected officials for a \$2 increase. Which doesn't quite max out the maximum that they can get. I have an issue with this one because if you put \$2 on all of them, the Commissioners would have been over the maximum amount. My suggestion was to take the \$2, which equates to 6% because we have to apply them to all.

Kevin McCall-County Vice Chair: The public needs to know that it starts at the next election cycle. It doesn't start for those of us that are elected now. Ryan and I will be termed out, we are not voting for our race. What will be a 6% cost to the county?

Misty Witt-County Finance Director: For all the elected officials, that total cost increase would be \$23,190. That's salary only, not benefits.

Ryan Schwebach-County Chairman: Everybody good with that?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Deputy Fire Chief salary.

Misty Witt-County Finance Director: We got a request from Chief Winham to review the Deputy Fire Chief's salary. The proposed increase is from \$55,000 annually to \$75,000.

Ryan Schwebach-County Chairman: This position has increased responsibilities and is warranted for a pay increase. The number I came up with was \$72,500.

Samuel Schropp-County Commissioner: The number I came up with is \$75,000. With all the overtime the position will be over \$75,000. The flip side is the huge gap between the Chief and the Deputy Chief, as we found out last year, the Deputy Chief stepped in and did an exemplary job for many months. That's when I concluded that this job is worth \$75,000.

Kevin McCall-County Vice Chair: I'm not going to argue with your statement that it's underpaid. My question is, you said that it's taking more time. Why is it?

Ryan Schwebach-County Chairman: Management of paperwork etc. I looked at the previous salary that was applied to a minimum type of paramedic compared to what we have today, that's what my justification is, along with training skills in just what that position requires to operate appropriately.

Samuel Schropp-County Commissioner: Our fire service has a plan to expand available ambulances, the actual EMS. That's going to come with more work and more responsibility in this position.

Ryan Schwebach-County Chairman: That is a salary position. That's another thing to take into account, to expect this individual to be on call 24/7, except for vacation, in which case someone is filling in for them. That position is always manned. That's how I came to that conclusion based on what we're expecting now versus what we expected many years ago. What are your thoughts?

Kevin McCall-County Vice Chair: The reason I asked that question is that for three years, we as a Commission have been talking to Fire and EMS about what is going to take serious money in the future. What is the future of the Fire and EMS sector?

Ryan Schwebach-County Chairman: The positions we have now are maxed out and require a high level of education, experience, and management skills. I foresee those positions remain. As it grows, they need to be able to manage a new position, which would be a lower salary position, but specifically to complete the tasks. I don't see these two positions and responsibilities changing.

Samuel Schropp-County Commissioner: What you're saying is if we bring another paramedic in, and under the Deputy Chief, we need a pay differential in there as well.

Ryan Schwebach-County Chairman: That's correct. We know the scope of responsibility. I don't perceive the responsibilities changing. When we start dabbling into more ambulances, there's a lot of training. There's so much stuff in the works right now. No matter how you look at those two positions, we have to have qualified people. How does \$73,500 sound?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Dispatch Admin Salary

Janice Barela-Madam County Manager: At the last budget cycle, the Commission had approved increasing the starting wage of dispatchers an additional \$4 an hour. The remaining upper-level positions were given the \$2 an hour, the same as the rest of the staff throughout the county. There was discussion since dispatches were very severely understaffed. The Emergency Communications Director was able to be here for the budget hearing. A request came after the approval of the budget. The Commission could meet with them to discuss possibly giving them an additional rate increase. They felt it was not fair that they weren't considered for the higher rate as well. The Commission stated that they wanted to revisit this at the next budget cycle, which is today. In discussions that we had individually, there were a couple of you who were considering possibly a \$1 an hour increase to the Emergency Communications Director position, to the day and night Supervisors position, and to the NCIC. As part of this discussion, I also want to let you know and introduce everybody to our new Emergency Communications Director Selena Carroll. Today is her first official day on duty. She can answer questions, as well. As management, I do have a recommendation of at least a \$ 1-an-hour increase for these positions. They are also receiving the PERA pickup, but this is the proper time that you asked to have this consideration before you. It will only be those that have higher-level supervisors for a total of five positions.

Selena Carroll – Emergency Communications Director: There are only three of us left who didn't get that extra \$2. I feel that it's only fair that across the board, everyone got that same raise. That's my personal opinion.

Ryan Schwebach-County Chairman: The reason it happened was we were looking at recruitment and not the effects. Is that dollar amount fair for the positions?

Selena Carroll – Emergency Communications Director: I wouldn't say it's fair, especially because in these three positions, we have two people, Some employees have been here for 20 years, and I've been there for 15 ½ years. We bring a lot more experience to the table than anybody else who works in that department.

Samuel Schropp-County Commissioner: When we start having these kinds of conversations understand you use the word fair. I understand that. I'm wondering about parity. If we have all of these different pay scales, then as I read in one of the documents, there was a comparison of another Department Manager and their salary back and forth. It seems to me that with all of these pay scales not being standardized across titles like the Executive Assistant, Department Manager, and Office Manager when we have dollars going back and forth, are we going to continue to make those gaps in wages? As we do this, are we creating more problems in the future and future budgets as the piecemeal raises?

Ryan Schwebach-County Chairman: Yes or no. Both in the Road Department and Dispatch, we played with some different types of incentives. What we are finding is people applying and then retention. We played with a longevity pay increase, is that still in place at dispatch?

Janice Barela-Madam County Manager: That was taken out. It was discussed in the last budget cycle; It wasn't something that they wanted to continue. It was good in theory because the cost of living wasn't going up as quickly as it has been lately.

Samuel Schropp-County Commissioner: My recollection of the conversations I had before I was a Commissioner was we were going to a merit-based system with the Road Department rather than longevity. Qualifications and accreditations move you through. With the Road Department, you had to be here for two years to get a raise, but everybody was getting CDLs, and other qualifications, and moving on. The people in Dispatch are well qualified and have state accreditation.

Ryan Schwebach-County Chairman: I'm ok with the dollar, to right the discrepancy.

Janice Barela-Madam County Manager: Regarding the impact on the budget, they have their budget set up, the money that comes in from the gross receipts tax for the 911 Communications earmark has to go to Dispatch. Then there is part of our MOA we have with our municipalities, a certain amount that the county has to contribute and transfer to their funding every year, which is \$260,000 a year. With that, there is plenty of money for them to pay for this increase staying within their budget. The General Fund does not have to subsidize additionally, to cover that dollar increase that you're considering.

Ryan Schwebach-County Chairman: This budget will not be passed today,

there's still time to discuss this with the County Manager. We are going to have a special meeting to pass the budget. This is necessary for us to direct Finance, as to what to present. There is still communication time.

Janice Barela-Madam County Manager: For clarification, the direction right now is to put in a \$1 an-hour increase.

Ryan Schwebach-County Chairman: Yes, but I want you to have a conversation with Selena to see what her thoughts are.

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Animal Services increased its operating budget by \$5,450.

Ryan Schwebach-County Chairman: I'm good with that. Everybody's good with that?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Assessor. Pictometry/Eagleview Software added to fund 620 contract-over services for \$100,000.

Ryan Schwebach-County Chairman: I've seen results and think it's one of the best investments for assessing.

Kevin McCall-County Vice Chair: Where would that flyover be?

Jesse Lucero-County Assessor: As my Chief Deputy Assessor stated in her annual report and reappraisal plan. Over the wind farm area. Every time an IRB is entered. The company is sending files, but we are missing information.

Kevin McCall-County Vice Chair: Does your flyover tell you how big of a megawatt generators are?

Jesse Lucero-County Assessor: We have a formula we use in appraising these windmills. We didn't have any information. There's no information out there that you can get to appraise a windmill, nobody is going to give it to you. Our formula is used on the megawatts and that's how we're currently appraising each windmill. Every windmill marked off one acre and it's a \$6,000 valuation. What we're doing has nothing to do with the payment instead of tax. My concern is we're not capturing all of the windmills, that's been based on a discussion that I've had with GIS.

Ryan Schwebach-County Chairman: What do you think?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Road Department: Base Course. \$160,000.

Janice Barela-Madam County Manager: I did visit with our superintendent, Leonard Lujan. I found out that it wasn't a double trip cost because he's going to get a purchase order, that will stay open for the duration of the budget. As he needs the material, they will crush it for him to have it ready. It's a one-time pick-up and goes straight to the project. So it's not stockpiling.

Ryan Schwebach-County Chairman: This is an open PO, coming from vendors.

Janice Barela-Madam County Manager: Yes.

Leonard Lujan-County Road Superintendent: I'm trying to stay ahead of the game. We purchased a base course I haven't been using it and want to get some more. I talked to the contractor; we will open a PO. They'll crush everything I want. It'll be in a pile and then as I haul it out, they'll bill me for it as I do projects. When we get calls on an emergency that we have to get done right now, new projects want to work on, we will have material ready to go and don't have to wait.

Ryan Schwebach-County Chairman: This is not bringing the crusher to us?

Leonard Lujan-County Road Superintendent: No.

Ryan Schwebach-County Chairman: Up to \$160,000?

Leonard Lujan-County Road Superintendent: Yes.

Ryan Schwebach-County Chairman: Everyone good?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Ryan Schwebach-County Chairman: Road Department: \$350,051 Micro-surfacing.

Leonard Lujan-County Road Superintendent: This is to micro seal the majority of the roads off Hwy 41. If approved we will micro seal Ice Plant Rd on top of the chip seal we are working on, the road should be good for three to five years.

Ryan Schwebach-County Chairman: \$350,000 will get how much of our existing chip seal roads micro sealed?

Leonard Lujan-County Road Superintendent: Pumpkin Patch Rd, Ice Plant Rd, Valdez Rd, Cemetery Road, and one more. A total of nine miles.

Ryan Schwebach-County Chairman: Are we working on a plan to get all chip-sealed roads, micro-sealed?

Leonard Lujan-County Road Superintendent: Yes, that's the goal, because the micro is going to help us try to level out the road. Chip seal will follow whatever is there, micro will make it more level. It's not going to make it perfect, but it starts to level off all the imperfections on the road. It will make it a harder surface to last longer, then we can come back afterward and chip over that too.

Ryan Schwebach-County Chairman: Why did you choose these miles? Is it a percentage, is that the most needed?

Leonard Lujan-County Road Superintendent: For the last couple of years I've gotten \$300,000 for road projects. I figured this year I do a micro seal because we did roads up north, now I figured I'd get the middle part of the county.

Ryan Schwebach-County Chairman: You're looking at this in the aspect of the minimal upkeep on past investments?

Leonard Lujan-County Road Superintendent: Yes.

Ryan Schwebach-County Chairman: As a Commission, we need to be looking at nine to ten miles a year to maintain the roads. We need to do this; I think it's foolish to let past investments go to waste.

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Road Department: 2 New Vehicles. \$101,860.

Leonard Lujan-County Road Superintendent: Two 2500 four-door Chevy pickups.

Ryan Schwebach-County Chairman: How many in total?

Leonard Lujan-County Road Superintendent: I'll need these two plus four more to replace the whole fleet. The fleet is 17 pickups. We currently have 16 employees, 17 positions, and nine graders.

Kevin McCall-County Vice Chair: I think one for the year. From the fact, you have six and two.

Leonard Lujan-County Road Superintendent: I'm trying to get a couple of three-quarters ton pickups and a couple more later. That will be the last of the half-ton pickups. All my blade operators don't need three-quarters to pickups because they're going straight to the blades. The guys doing culverts need to pull equipment.

Ryan Schwebach-County Chairman: I'd say one also at this time, based on the department has a bunch sitting here.

Kevin McCall-County Vice Chair: It looks like money is going to come through for \$200,000 that Janice and I were able to secure you for a new truck. That's not in today's budget. Know that there's another \$200,000 coming from Capital Outlay state money.

Ryan Schwebach-County Chairman: Are we all good with one pickup?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Road Department: Purchase 3 blades for \$350,260 per blade total of \$1,050,780.00.

Leonard Lujan-County Road Superintendent: We looked at all the options. It was cheaper, it will save money by purchasing. We have three years left on the lease for our blades. I think now that the county is doing better we need to start looking at purchasing our machines and get out of the lease. I talked with CAT. They will buy us out of our lease for three machines if we purchase three new CAT machines. It will lower our lease payment by about \$60,000, on the remaining six that we have. If we start now and then I will ask again next year by the time the lease is out we will own all of our machines. We can work our way into owning our nine machines, then it saves us \$300,000 more into our budget to do more road projects.

Samuel Schropp-County Commissioner: Are we going to do the maintenance in-house?

Leonard Lujan-County Road Superintendent: They will come and do the maintenance, oil changes, etc. The machines have a 5000-hour extended warranty. That will put them at almost six years before they are out of warranty.

Samuel Schropp-County Commissioner: Is this part of our contract, emergency field repairs?

Leonard Lujan-County Road Superintendent: Yes. The difference is, we run joystick machines right now. A joystick machine in a 140 all-wheel drive is \$385,000. If I go to a rack machine it drops down to \$350,000. If we continue buying them we will get one machine almost for free. It will cost \$80,000.

Kevin McCall-County Vice Chair: I know you want to stay with CAT. John Deere has done many things around the community. Have you asked for a price from John Deere?

Janice Barela-Madam County Manager: I'd like to comment that we can't take into consideration what somebody does individually with their business in the community. It would be appropriate for us to get quotes. As far as pushing vendors because of that, we don't generally do that with our finances.

Leonard Lujan-County Road Superintendent: If we were to purchase from another manufacturer, CAT would not buy out their contract.

Janice Barela-Madam County Manager: Is this something the Commission wants to put into the budget?

Ryan Schwebach-County Chairman: These are new blades. I understand the service agreement. The return on the lease is a bonus that I didn't understand before, my answer is yes.

Kevin McCall-County Vice Chair: I'm good with the \$1,000,050. Yes.

Samuel Schropp-County Commissioner: Yes.

Clerk: book repair \$40,000.

Ryan Schwebach-County Chairman: I'm assuming this is for some of the old books?

Linda Jaramillo-County Clerk: Yes.

Ryan Schwebach-County Chairman: Did we get some restored?

Linda Jaramillo-County Clerk: No, we didn't.

Ryan Schwebach-County Chairman: I thought we funded some in the past?

Cheryl Allen-County Sheriff Executive Assistant: The previous grant application was denied.

Ryan Schwebach-County Chairman: This needs to be done. Is everyone good with this?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

NMSU Extension Officer requests \$103,827.00 additional dollars.

Janice Barela-Madam County Manager: This is just a slight increase over last year's request. This is the total amount that they're requesting for the budget cycle. It's \$2,500, more this year.

Ryan Schwebach-County Chairman: Is this fully staffed?

Janice Barela-Madam County Manager: They are not fully staffed. They did get an agent hired but she will not begin until September. There is a vacancy that they'll be advertising.

Debbie Mayberry - Program Director: Yes, we did hire someone. She will be an excellent addition to our group. She has a master's in agricultural education. It's a slight increase for the next year. The money comes from three different sources county, state, and federal. That is your portion of it. It pays for our salaries, part of the benefits, and part of the operational cost.

Ryan Schwebach-County Chairman: There is no carryover on this budget.

Debbie Mayberry - Program Director: There is not, it doesn't stockpile, I don't see it on my line item, I only see it for the current year, so I don't know of any other funds.

Janice Barela-Madam County Manager: This is a question that Commissioner McCall asked me to check into. You mentioned operational costs, the request I received had it just for salaries. With it being only salaries, the question came up, if you have vacancies, then you're not paying that money out, what is done with the cost savings? Does it return to the county as a rollover into the next fiscal year? In previous years when they were severely understaffed, this Commission did request a reduction in their contribution based on those vacancies. At that point, the requested amount was reduced based on the vacancies. We are recommending at the Manager's Office, and also discussing with Commissioner McCall and with Debbie, that this decision is not made until we're able to get additional information from the District Manager, as to what can we possibly return to the county, an agreement if they do not utilize the money?

Ryan Schwebach-County Chairman: I agree. Do we manage the other portions of the money? We have zero control over whether it's fully staffed.

Janice Barela-Madam County Manager: Commissioner McCall did point out that operations are included. That is my error maybe that's where they roll it over into operations.

Kevin McCall-County Vice Chair: It's a concern of mine with a vacancy and no salary being paid out. Where are the funds that we have allocated for that? I need to know before I give you direction.

Ryan Schwebach-County Chairman: I agree with Commissioner McCall. Are we good?

Samuel Schropp-County Commissioner: Yes.

USDA requests for \$45,750.

Misty Witt-County Finance Director: That is the total contract amount. There is a slight increase, around \$2500. The total contract amount is \$45,750. This is for the Taylor grazing.

Tracy Sedillo-Deputy County Manager: It's for animal damage control/predator control.

Ryan Schwebach-County Chairman: I'm good with that, are you all good?

Samuel Schropp-County Commissioner: Yes.

Kevin McCall-County Vice Chair: Yes.

Animal Services: additional staff member – Kennel Assistant.

Janice Barela-Madam County Manager: This is before you because this is one of those positions that we were checking what the Commission would like to do. It was unclear as to the direction of the Commission. The Animal Service Director stated there are times when they have one or two Kennel Assistants out at the same time. Animal Control Officers are required to go in and do the cleaning, which means they are not able to respond to calls for service. She was considering this additional Kennel Assistant position to help ensure that the animals get the best care and make sure everything is properly cleaned. This is a position that requires

an extensive amount of training to make sure that it's done properly. Initial discussions with her where she was willing to accept whatever the Commission would give her. She needs extra help. Some of the considerations would be finding a full-time position, a part-time position, or using a Float Clerk that we trained specifically for that position, who has availability and willingness to work in Animal Services. We're seeking the direction of the Commission and how you would like to handle it.

Ryan Schwebach-County Chairman: I'm leaning towards a Float clerk or a part-time position. I don't like putting in a full-time position if the need is not there in 12 months.

Danette Langdon-Animal Shelter Director: We are taking more calls every year. We had 163 calls for service from January to March 18. We've got 159 since March 18 to now. We have three officers; we respond to almost every call. We used to prioritize calls. We would typically not respond because we didn't have the manpower. If we have somebody who doesn't show up for kennel assistance, we have to have an officer cover. We have a Kennel Assistant who's going to be out on maternity leave, and that's already going to put us back. We're going to have to have an officer to clean for her schedule. We don't have backup when a Kennel Assistant is off. It's getting busier.

Samuel Schropp-County Commissioner: At the Commissioner Affiliate Retreat, this is a problem all across the state, with increasing numbers of calls for service because counties are required to take municipal animals if the municipality doesn't have a shelter. What are the restrictions on a part-time employee? Is that a 30-hour-a-week maximum or is it monthly or quarterly? When someone is out on maternity leave, and the part-timer goes to a 40-hour week, how does that work within the state requirements that we could use that part-time more hours without moving to a full-time position?

Janice Barela-Madam County Manager: My understanding is that if we utilize a part-time position at a higher rate, we will be required to pay PERA for that position. That does not make them a full-time employee. In other words, they would not pick up insurance, or those kinds of benefits, because they're still working part-time, working extra hours. Generally, we have part-timers at 19 hours and under as far as hours a week, but there are times that they may be required to work more. On those pay periods that they do, that would be a requirement of PERA that we report it and pay towards their PERA.

Danette Langdon-Animal Shelter Director: It's a labor-intensive job, it's not just cleaning. Our Kennel Assistants take phone calls and write calls up in the ASM, they're responsible for data entry, behavior and medical observations, medicating, animals vaccinating, and socializing. There's a lot of training, everything has to be done properly because we have to clean to prevent things like parvo outbreaks, distemper, etc. We need people who are trained properly so they can be observant of medical and behavioral problems and let us know.

Samuel Schropp-County Commissioner: New Mexico Counties at the next Executive Board Meeting, we are going to discuss, getting more money, or money's available through the state to help all these counties out. We are going to have to go to the state and get some grants.

Ryan Schwebach-County Chairman: Are the majority of the animals we deal with coming from negligent pet owners?

Danette Langdon-Animal Shelter Director: Most of them are strays, we never find an owner on them. We believe that a number of them are dumped. We have some animals that come in and we can reunite them with their owners, but a majority of them are not ever reunited. We have to work with them to try to get them adopted and to find the best placement for them. It's like a pandemic in itself. We are full all the time. We're constantly overwhelmed with animals.

Samuel Schropp-County Commissioner: I think we are going to have to go with a full-time position.

Kevin McCall-County Vice Chair: I disagree, I think we should try a part-timer. You never know when you might find someone wanting to work 20 hours a week. Another option is the student program this summer.

Danette Langdon-Animal Shelter Director: We have participated in it for the past three years, and we had the same student for the past three years because it requires a lot of training. With part-time we don't see a lot of applications when we advertise this position. I don't know if we would have much interest in a part-time position.

Ryan Schwebach-County Chairman: Is there a potential to contract certain tasks to a contract entity? Cleaning kennels, not the animal care or answering phones.

Danette Langdon-Animal Shelter Director: We've never looked into that it's always just been in-house. I don't know how we would go about that. I don't know if any companies would do that. Most shelters have dedicated Kennel Assistants who are responsible for things like that.

Janice Barela-Madam County Manager: Anything over 20 hours, if they're staying consistent at that rate, then we have to report it. This is why we do 19 hours.

Samuel Schropp-County Commissioner: My thought would be to go with Commissioner McCall and see how part-time works. How much demand there is and if we will need to increase those hours to a full-time position.

Danette Langdon-Animal Shelter Director: We would be willing to do that. We can use the help. If we find someone interested in working part-time we will take it. I would like to maybe be able to offer them a full-time position in the future if they do well.

Janice Barela-Madam County Manager: May I give direction specifically to what you're looking at? It appears to be part-time, but I would just like to have that solidified for the budget.

Ryan Schwebach-County Chairman: What does it cost for a full-time Kennel Assistant?

Danette Langdon-Animal Shelter Director: \$35,360 annually, \$16.50 an hour to start with a 3% raise after they become euthanasia certified.

Samuel Schropp-County Commissioner: I'm in favor of a straight part-time and then reevaluate.

Janice Barela-Madam County Manager: Since they have the same responsibility with it being part-time, they would have the same rate of pay as the full-time position with fewer hours. They would not receive benefits either. Would you like to do something different with those hourly rates?

Kevin McCall-County Vice Chair: I would, I think to entice, that we up the pay a little more than it would be full-time because you're not getting full-time benefits.

Ryan Schwebach-County Chairman: It needs to match overall compensation with the full-timers.

Kevin McCall-County Vice Chair: It will by the time you add the benefits because this person is not subject to benefits.

Janice Barela-Madam County Manager: If we're looking ahead and this could become a full-time position, I would like to bring to the table some of the considerations that I'm thinking about. If a full-time position was warranted, I as a County Manager, depending on the timeframe, could transfer somebody into that position. I want to make you aware that if we advertise that position, it's going to be a lower rate of pay because it's going to need to match up with what the Kennel Assistant is doing full-time.

Samuel Schropp-County Commissioner: I think we're going to have to go with \$16.50. 50 cents addition, that would apply after euthanasia certification. Then we will reevaluate based on reports from Animal Control whether that person needs more hours.

Ryan Schwebach-County Chairman: Agree

Kevin McCall-County Vice Chair: Agree

Fire Department PERA Fire Plan.

Janice Barela-Madam County Manager: This is on the list only because of the expectation that the Commissioners expressed during the course of the year that this was the time to bring up the Fire Plan. Since the Fire Department has unionized, we will save this discussion for contract negotiations at that time. I didn't want the Commission to think that we had overlooked this.

Samuel Schropp-County Commissioner: I know this is going to be collective bargaining and negotiations. Can we get an idea of what this is going to cost us?

Ryan Schwebach-County Chairman: My opinion on the PERA Fire Plan, as a Commission, we have discussed this but because of the unionization, I'm not putting any numbers until we have those talks.

Sheriff's Department: three new vehicles for 300,000.

Misty Witt-County Finance Director: This was presented in the individual budget meetings with quotes from the Sheriff's Department. They have recently received three vehicles with ARPA funding, but this would be for three additional Sheriff's fleet vehicles.

Ryan Schwebach-County Chairman: How does fleet maintenance work within the Sheriff's Department?

Janice Barela-Madam County Manager: I got a list of what would normally be known as Junior Monies that the Legislators had to spend one-time appropriations. They're called Grow Special Appropriations. Representative Stephanie Lord did appropriate through this funding, to Torrance County \$160,000 towards the Sheriff's Office. The requests at that time were for four Sheriff's Office vehicles.

Ryan Schwebach-County Chairman: In addition to the ARPA?

Janice Barela-Madam County Manager: Yes. This was completely different funding from the state.

Ryan Schwebach-County Chairman: Is there a plan for fleet maintenance?

Officer Stocum: I've only been at this a little over a year. I have to replace five or six vehicles a year to keep up. We're behind but catching up. Right now, I have to have 19 vehicles a day up and running just to keep us functioning. I have a total of 47 vehicles right now that are under my control as the fleet for the Sheriff's Department. Of those 19 are spoken for, and 11 of them are a secondary assignment for Marshal Service, undercover, unmarked trash, transport van, and backup units. Those are all the high-mileage units. The only one that isn't a high mileage unit on there is the transport van. It's an older van but we hardly ever use it, but we need a big transport van, sometimes. The Marshal's task force vehicle is on the secondary assignment. That is because it was paid for by the Marshals. I have three ready for repair. Four marked units are ready to issue. Two sittings that have collision damage and are probably totaled. Three new ones waiting for outfitting and, five that are waiting for disposal.

To break it down by mileage. I have six vehicles that are 50,000 miles or less, that's including the three new ones that are being outfitted. Nine that are 50,000 to 100,000. Two that are 100,000 to 150,000. At 150,000 miles, the cost of

maintenance doubles. I have nine vehicles that are 150,000 to 200,000. I have vehicles that are 250,000 plus, and seven that are unusable. These are ready for sale, or the two that are damaged. Once we hit 150,000 miles, we're looking at major repairs. For the new units we got we're trying a different brand because the previous vendor did not provide units promptly. We bought three Fords. Those three Ford Expeditions have a five-year 150,000-mile warranty. I like this because at 120,000 to 140,000 miles we're dumping transmissions and engines. If I'm lucky, we will dump the engines and transmissions while they're still under warranty and get new engines and transmissions and get another 100,000 miles out of those vehicles.

The other problem I'm running into with vehicles is that technology is changing. The windshield costs have gone up and I will need an increase in the budget for repairs. We have windshields now that tell you that it's raining. Of course, that costs more. If somebody's driving a vehicle it can tell you that it's raining and to turn on the wipers. Vehicles are getting smarter, we're getting dumber. Tires are getting more expensive because they've gone from a 17 and an 18-inch to a 20-inch, brakes are almost doubling in price because now they're putting sensors in the brakes. So again, if you can't hear the little screech or warnings going off, they now have a sensor to tell you, you need breaks. These are the problems I'm having. The maintenance, we're doing every 5000-mile oil change. I think that is the bare minimum we can do. I don't want to push these units any further than 5000 miles, they are driven hard.

We do have plans in place if someone is abusing a vehicle. If they're going through a lot of breaks or tires, they do get written up. If you would like I can provide a maintenance schedule. What happens is that they put in for maintenance, that comes to me, and I approve it. I have a document that I add it to, and I keep track of the oil changes to make sure they're within their 5000 for oil changes. I made sure they're getting as much tire life out of those tires, and not going through brakes. If they are then I look at the vehicle abuse.

My goal is to have the 25 regular vehicles, four to six good pool cars that can be issued at any time, and a few regular if we need to set an old trash vehicle somewhere for surveillance. Some of these old vehicles are very handy because nobody believes they're still police cars.

Ryan Schwebach-County Chairman: On the liquidation of all of these vehicles, that money goes straight back to purchasing new vehicles?

Officer Stocum: My understanding is the money goes back to the County General Fund. The only vehicles that would not go back to the General Fund, which is not included in the 47 are the dermal vehicles, like the Humvees, those that have to be tracked. After those are sold, they're on the list as gotten rid of. After those are sold, the money has to be tracked the first time to a law enforcement purchase. So we could use the money from some of the dermal sales when we can get a sale going, to purchase vehicles or like right now to equip the vehicles. I have one being equipped right now and two waiting to be equipped, it's between \$25,000 and \$32,000 to equip one. I don't have the money right now to equip those two. We are looking at \$90,000 to put a vehicle in the field equipped and ready to roll.

Ryan Schwebach-County Chairman: I'm inclined to look at two.

Kevin McCall-County Vice Chair: I'd say we give them \$150,000 because you got \$160,000 from the state.

Ryan Schwebach-County Chairman: I'm good with that.

Samuel Schropp-County Commissioner: Agree.

Sheriff's Department: entrance upgrade. Up to \$75,000.

Misty Witt-County Finance Director: As far as I'm aware, we do not have a firm quote, that's why we put up to \$75,000 to have a buffer.

Ryan Schwebach-County Chairman: I think that will solve a lot of issues. I'm good with that.

Kevin McCall-County Vice Chair: Yes.

Samuel Schropp-County Commissioner: Yes.

Sheriff's Department: back parking lot paving.

Samuel Schropp-County Commissioner: The Sheriff's Department is looking to build a new Sheriff's station at some point. The reason that they want some kind of change in the parking lot is rodents and mud, and parking vehicles out there. Chip seal will be considerably less than micro. At some point in the future, we'll be leaving the building. Chip seal will keep the vehicles clean.

Ryan Schwebach-County Chairman: I'm okay to look at it. I would like more details. I don't think we need to go over the top on that, because I don't think there's going to be long-term buildings in the grand scheme of things for the Sheriff's Department.

Janice Barela-Madam County Manager: I can visit with Leonard about this and then we can finalize it at the interim budget.

Seniors Service meal program requesting 50,000.

Janice Barela-Madam County Manager: I spoke with Senator Liz Stefanics this morning by phone. As part of the Special Appropriations with the GRO, I spoke about earlier, she appropriated \$200,000 for Senate District 39, Senior Center food support in San Miguel, Torrance, Valencia, Lincoln, and Santa Fe Counties, provided that the appropriation be expended in fiscal year 2025. She wanted all of the money to go into her district. When I spoke with her, she said that she is expecting every county to get at least \$20,000, or \$30,000. We will be receiving this money that is to be utilized during this upcoming fiscal year. It's specific for food for Senior Centers.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: We provided you a spreadsheet that shows actual expenditures of what PMS is going through. It breaks down revenue and expenses based on the current fiscal year. This current fiscal year, PMS is projecting a shortfall of a little over \$125,000. We receive notification of state and federal allocations. There is going to be about a \$40,000 projected increase from FY24 to FY25. I haven't heard anything about any additional monies from the state, as of yet. We have made requests out to United Way and a few other places to help us with additional funding. One of the requirements is triple A, which is the Area Agency on Aging, they oversee the budget, specifically for the aging and long-term services department. We are required to request funding from our local governments. Right now through Torrance County, we receive a commitment of local funds. That takes care of the utilities, building maintenance, some of the communications, and janitorial services, in the amount of \$10,000. That \$10,000 is the only money that we can reflect on the budget to the Area Agency on Aging as revenue money. It's an exchange of money, the other part of the money goes into the budget, but there's no exchange, we don't see how much the utilities cost. If there's additional money

coming, that can go towards food, that would be fantastic. That is what we need. We can't continue to operate in the negative. So the local commitment of funds is fantastic. We will continue to try to ask for any other additional local funds that are available from the municipalities as well as the Commission.

Janice Barela-Madam County Manager: Annually we are required to provide PMS with the type of contributions we give them with the majority of that being in-kind. I know you're familiar with our grants. We will be paying this money anyway for utilities, those types of things. He is talking about additional support outside of our in-kind contributions.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: I don't want to say that it's just in kind, it reflects an expense in the budget. PMS's primary function is clinical, medical, dental, behavioral health, telehealth, Head Start and Early Head Start services. They are nonprofit. The senior services are a small portion of what PMS does. There are only three counties Torrance and McKinley and Catron County, where we provide direct services to the seniors. Neighboring Counties have senior service programs that are run by their city or county. PMS is contracted out by Torrance County, to provide services within Torrance County. There are three centers within Torrance County, Moriarty, Mountainair, and Estancia. The services that are provided at the three centers in Torrance County are congregate which means they go in house to receive a meal. The second one is home-delivered services. The third one is transportation services. PMS is having a tough time filling positions, to get things running up to par. Even at running lower staffed and lower numbers, the food costs are still sky high. Where a lot of this comes into play is on the home-delivered side, because they have to package and seal them. There is a need for additional funding. Anything that we receive is greatly welcomed.

Ryan Schwebach-County Chairman: How many seniors are we servicing here in Torrance County?

Greg Smith - Fiscal Manager for Presbyterian Medical Services: The projection for this year is about 24,000 home-delivered meals. We are looking at 12,000 congregate meals. That's taking the averages over 10 months and calculating that out by 12 to get us through May and June.

Ryan Schwebach-County Chairman: Many of these are now home service, primarily since COVID. Is that correct? When does somebody just call up and request this service?

Lisa Lujan - Presbyterian Medical Services: Yes, that is how that works. As our community ages, we're getting more and more calls for our seniors needing home-delivered meals. We're short three cooks. At the end of the month, I'll have one cook for two centers, to provide roughly 150 meals a day. We are doing all the cooking in Estancia for Moriarty and Estancia, having to package that with very expensive packaging and transporting that back to the Moriarty center to hand out to the congregation. Then the driver goes on and delivers. All of our routes take roughly three hours to deliver. Not because of consumers it's the mileage.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: We're pushing the limits on that with the standards of the Area Agency on Aging because that's supposed to be around two hours. There are time constraints on how long that meal can sit in the container. There are a lot of variables that we have to look at when putting everything together.

Kevin McCall-County Vice Chair: How does PMS function under whom and under what contract? Why are we not on a contractual agreement where you give us a cost and you take care of Torrance County senior citizens?

Greg Smith - Fiscal Manager for Presbyterian Medical Services: The spreadsheet provided gives a projection and what it is our actual income statement that shows actual expenses, year to date through March. I gave a budgeted revenue of what we receive which is federal and state money. We did an average of what the monthly expenses are, calculated that out by back over 12 months, and took that from the 12 months' projected expenses versus the fiscal year budgeted numbers. We came up with a projected \$125,000 loss. Coming into this job, I've asked "Have you always operated in a negative?" The perspective on this is that, when doing your taxes, you should want zero, you don't owe and don't receive. PMS part of the decision that has to be made. How far in the red does PMS want to continue to run? How does it affect services? Right now, there's nothing that's coming, with the exception of the \$10,000, for the janitorial that we can show, as far as local commitment, because that's actual money that we receive from the county. The other monies are huge, the buildings, the expense of the utilities, etc., it's just not a revenue that we can show in the budget for the state and the Area Agency on Aging.

The Area Agency on Aging represents the state. They go through the prior year, units of service. We put forward projected units of service for the interim budget, and projected services for FY 25. We do this going back in off about a three-year history of what each location served to structure their budget. We had 15,000

congregate meals, which is up or down from the previous year, with the average allocated money based on that. Same thing with home delivery and transportation. For example, this year has been a little bit down in the numbers from FY23 to FY24. With all three of those services combined, the allocation difference from congregate is going down \$800.00 for Torrance County PMS services, and home-delivered services are going down \$500.00. Transportation going down about \$3000. However, the state is going to be up a little over \$40,000. Depending on what is allocated federally, they allocate that money to all the service providers throughout the state. After that, they are able to make those determinations.

Ryan Schwebach-County Chairman: Based on meals served, they give you X amount of dollars regardless of what those meals cost. What you are proposing is not a one-time fee of \$50,000. We're talking about a continuation of funds to support this program.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: We are looking for recurring revenue.

Janice Barela-Madam County Manager: That would be evaluated every budget cycle. They will be looking at actual costs that they have for the previous year and trying to project into the next year. The Commission could have set up every year to give \$50,000, but if we're having this as a budget item, then the expectation would be for them to present to us the same type of spreadsheet that you just received, that talks about their finances.

Ryan Schwebach-County Chairman: This budget that you presented shows a \$125,000 shortfall. PMS is saying this is what you get from us and go out and find additional funding.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: That isn't what PMS is saying. On the very first page state local contracts invoiced on the spreadsheet. That budgeted amount of \$412,670 is all the revenue that lists out the revenue that PMS receives, to provide congregate home delivery and transportation Services. The subsequent sheet shows all of the PMS expenses that are incurred throughout. That is what PMS is bringing to the table for those additional expenses to pay. There's a lot more detail in the Excel workbook that is provided to the Area Agency on Aging. It breaks down things even further. All that is calculated into what the average cost per meal comes to. We are tasked with providing that meal cost to be somewhere around \$8 a meal, it's a little bit higher for home delivery just

because of the supplies that are needed. The money we receive is listed under local contracts.

I've never seen a budget operate this far in the red. I believe that it has warranted some of the discussion. What do we do? Where do we go from here? I don't know how long PNMs has provided the services here. I know, it's been quite a while, about 20 years. I think this time they are saying we need help. We can't keep running this in the red. Several programs within the state do this. PMS does not want to limit services.

Kevin McCall-County Vice Chair: In this county, we look at other counties to see what you're spending. I'm wondering, what are other counties spending that you're not contracted with? What are they spending on long-term aging?

Janice Barela-Madam County Manager: They did mention other counties provided services. I can't speak to those countries. In one of the County Manager Affiliate Meetings, we had a Deputy Secretary from Aging and Long-term Services, specifically talk about Senior Centers. There were County Managers who expressed that they own and operate their Senior Centers. There is a lot of money that counties are paying into those services.

Kevin McCall-County Vice Chair: How much is the congregate meal?

Greg Smith - Fiscal Manager for Presbyterian Medical Services: \$12.50 a meal. Any revenues that we receive drive down the amount significantly. We're projecting approximately \$8 is what we're going to start asking as of July 1.

Ryan Schwebach-County Chairman: Have you gone to the municipalities?

Greg Smith - Fiscal Manager for Presbyterian Medical Services: You're the first stop but planning on it.

Ryan Schwebach-County Chairman: The municipalities need to be brought in on this. We need to look at this differently than just allowing the state and the feds to put money into taking care of our own. I'm not saying PMS is good or bad. They're the organization that is doing it. I think it's probably the wisest way to do it. I wanted to develop that relationship more with them to understand the overall planning.

Janice Barela-Madam County Manager: I think having a contract in place would be beneficial for PMS, to know how to plan their budgeting, and then also for the county to have an understanding of how much we're contributing and making that contractual agreement. I would still like to see what amount you would like to put into the budget for this year, and then we can work towards having a contract in place.

Ryan Schwebach-County Chairman: I'm hearing \$30,000 because they have \$20,000 coming in, that hits \$50,000.

Kevin McCall-County Vice Chair: I hesitate because we're your first stop.

Lisa Lujan - Presbyterian Medical Services: My understanding was all these Senior Centers were part of Torrance County. PMS stepped in to help fund some of this process approximately 20 years ago. This has been an ongoing process for roughly 20 years. Now, we're at a point where, with the increase in food, keep in mind, my employees get minimum wage. We are only asking for food.

Janice Barela-Madam County Manager: There was a time when Torrance County owned and operated all of the Senior Centers. A determination was made, this included centers in Willard, McIntosh, and Encino had senior centers as well. Then the decision was to close down some of the Senior Centers, maybe the cost evaluation and the number of people that were congregating. They close down some leaving us with Mountainair, Estancia, and Moriarty. At that time, PMS come in and take over services. I don't know if we've ever really had a contract, they just came in and said, "We will help you." I appreciate all that they've done through these years. They have not come to the county and asked for anything. Originally it was the county that was providing all of these services. In talking about getting help from the municipalities, there are other counties where the Senior Centers are owned and operated by the municipalities. That's not the case in Torrance County if they're willing to help with offsetting some of the costs. Commissioner McCall, I think specifically to the question that you asked, regarding you have the \$50,000 that you don't have to go to the municipalities. They're short \$125,000.

Greg Smith - Fiscal Manager for Presbyterian Medical Services: From our standpoint, the contract is a must-have because that's how it's worded. That's what we have to be able to show to the Area Agency on Aging.

Ryan Schwebach-County Chairman: I think the \$30,000 number is an easy number to do, based on the 20 and the 50%. I want to expand this. That's not a hard number. We're not passing anything here. This is for the point of discussion. In light of what I've heard today, we need to set up a meeting with the powers that be at PMS. We need to have a much better understanding of the overall system within Torrance County.

Janice Barela-Madam County Manager: We asked Amanda Lujan our Grants Administrator to look into grants that could assist with this as well.

Ryan Schwebach-County Chairman: We have scheduled a Special Commission meeting for May 16th at 1:00 PM to approve the Interim Budget.

13. DISCUSSION

A. FIRE: Torrance County Fire Rescue update.

Jim Winham - County Fire Chief: I want to update the Commission, and the community on where we're at and where we're going. Based on the data that we have researched, up to date compared to last year, we're about an 18% increase in call volume, the majority of that, close to 80% is EMS-related calls, transports, etc. We've seen less than 20% in structure fires, car accidents, etc. The vision we want to set forth for Torrance County Fire Rescue is Service Excellence. We want to have a high aptitude of expertise and technical ability, throughout the ranks from both the on-call paid and the paid staff, the on-call, and the volunteers, especially in the command staff. We've looked at certain certifications, qualifications, and training, and we were sorely lacking in a lot of those areas, especially in NIMS, and ICS, they have to May 30, to get those completed. Starting next week, the ICS 300 class for the command staff, anyone who is a Lieutenant above has to attend that class, a week after that is the ICS 400, which will finalize all of them and their required certifications.

We're taking a bottom-up approach. We want to support and enhance ideas from the field. Staff that are doing this day in and day out have the best ideas of how it should work. We get their input, collectively as a group and put it together and

leave no stone unturned. "This is the way we've always done", are words not allowed to be said in our Fire Department. We will figure out if there is a better, more efficient way, by listening to all the ideas around the department. We want an organization that embraces change and new ideas, not only from the field, and the command staff, but from the community. We are planning on sending out a questionnaire as to what they think about the Fire Department, what they know, good experiences, bad experiences, etc. We will follow up with as many of those as we can. We will use that information as we build our strategic plan for the next three years.

Also, from the field, they need to be able to undertake the changes that we're making daily. From simple things like wearing your PPE to standing outside of the hot zone. One of the biggest ones is putting wheel chocks in and backing, anytime we go back we have a spotter. How we operate, standardization, you could go to one district and have a completely different outfitted fire apparatus, compared to another district. We're standardizing the equipment. We have one department one mission, and one goal. So regardless of your status, volunteer on-call paid, or career, we're all one department we see each other as equals, and we work together. That's the same with our partner organizations and municipalities. Community Services is a big aspect of what we want to do. We understand and we teach them, when we interface with the community, we have to know what the ramifications and the impacts are. You're only as good as your last complaint. Most complaints go through 30 to 40 people when you do a great job, sometimes only two or three people hear about that. That is something that's being consistently discussed with all our members.

Recruitment, we want to have a steady stream of recruits. We want to look at an internship program, maybe with the high schools, even though they're not in our jurisdiction, but it doesn't have to necessarily be Torrance County, it could be Estancia Fire, Moriarty, Mountainair, etc. We could work as a team together to get more people interested in the fire service and EMS service. Our doors are always open for community engagement. We have been working with Emergency Management, they've done a great job with Wildland. We don't want anything big to happen here. That's how we're going to work going forward.

EMS is ripe for improvement. There's been an increase in call volume across the nation, but there has not been an increase in acuity. They're not sick patients but still the same patients that we've been running. Roughly 2% to 3% is a true

emergency. Do we need to roll a large apparatus and an ambulance hot to every type of call? If it was a stubbed toe? Do I need to run 30 miles in an emergency that's wear and tear on the apparatus that's putting the public in danger and putting our members in danger? Those are things that we want to look at and do the right way with community involvement and teaching. There are very few calls that the speed of an ambulance arriving is going to make a difference. We're the exception, we have to go to Duran and make it an hour and a half ride down there. That's a different situation but if we're going very close speed doesn't make that much difference. We may look at doing basic life support vehicles only, instead of having an advanced provider but have the opportunity for them to call in advanced life support if they need them. For your very low-access type calls that don't require Paramedic Services, we can keep those available in the county, and even your intermediates. There is the CARE program, which was something that was started in a couple of other fire departments. They help take care of the homeless, which could be an opportunity for us to look at.

The Community Paramedic Program is something that we'll look at probably in the next year or so. It is part of the enhancement of EMS, increasing our area of responsiveness of responsibility. There also may be an opportunity for certification as a flight paramedic within our department, those are things that we will have to look at as we go forward. PCG, which is a consulting group out of Washington, DC, and I worked with them in Oklahoma. This counseling group helps with direct costs for EMS. For example, Medicare/Medicaid pays a flat rate, let's say they pay \$200. Your unit hour costs for transportation maybe \$500. We have a long mission time; it takes us at least an hour to go to Albuquerque and back, depending on where we're at. What this program does is we do our operational costs, which include salary, gas, maintenance, dispatching time, etc. It is forwarded every quarter to the federal government, and they pay you back for your direct cost of these Medicare/Medicaid patients. The last service I worked at; we were making \$2 million every quarter. That was because of the call volume itself. I don't have preliminary numbers yet, but we are talking \$100,000 at least, a quarter. That's a program that's federally mandated. It could go away at any time it started in Oklahoma's Republic ambulance services. There are some departments in New Mexico that are doing it right now.

Member development, which is extremely important, is more of the soft skills, and people skills that we need to work on. We want to work with this all through the ranks. We want to have a clear concise program, what the skills need to be, how to

develop, and also develop an educational process for those members to get there as we go forward. It's not only your technical ability, but it's how we talk with and how we get along with people. It's what the community wants to see in their Fire Department.

These are my expectations. I very rarely ever say mine, it's always us or we. I came in and these are three very simple P's. These are the expectations that are expected of every member regardless of rank, or position. They will be Professional at all times. That's defined as they're conducting themselves with responsibility, integrity, accountability, and excellence. They communicate effectively and appropriately, always finding ways to be productive and proactive. They are Proficient in all their tasks. Their skill, be at hazmat, be putting on their SCBA, PPE. They're always practiced, accomplished, educated, and talented. We have a great group of talented individuals that we're training to get to that proficient area. The last is probably the most important one is we are Polite to everyone that we serve or come in contact with. We don't have bad days. People do not expect their Fire Department to come out and be rude, upset, laugh at them, etc.

Everyone in the department knows where I sit as a standard starting point. We started with a vision, and we started with three P's. I think it's important that anytime somebody new comes in, you have an opportunity to do a reset. I've done a lot of setting, looking, watching, and asking questions. In fact, they hate the term when I start out with why do we do it that way? That doesn't mean it's wrong. I want to understand why we're doing it and if there is a better, more efficient way. I've listened, planned, and collaborated with them. In fact, in the last five minutes, we just sent out the questionnaire, on a new patch. The department gets to vote on the new patch. We look exactly like the Albuquerque Fire. I feel like a copycat, so part of our rebranding without spending a lot of money does not mean we're going to take everything and take all the decals off. As we get new apparatus we will start putting newer decals on so we can look like Torrance County Fire Rescue and not Albuquerque Fire.

First-year priorities, recruitment is a big one, our community engagement and member engagement, EMS enhancement, and member development and training. We're doing more training this month, in May, than I think the department has in a long time. ICS classes, we had a turbine exercise scheduled for 20th-21st that got canceled. We have a prehospital trauma Life Support class that will be on the 22nd and 29th, Firefighter One, and Two, we have two full-time members in it right now. Starting in June, we will have six more members in Firefighters One and Two. In

October, we'll have another six members in Firefighter One and Two who will have to get those credentials. We'll have our yearly training plan. Yesterday, we started what we call operational-ready inspections, where the on-duty crew had to put on their SCBA and bunker gear, and they had to do it within a certain timeframe. Then today, they will have to pull the hose and do a forward lay, a reverse lay, and have water spraying within 120 seconds. Everybody goes through that; I'll have to do that too. It's important that we know everybody knows what they're doing, and how to do it correctly.

This is the new mission statement for our department that we're proposing, and it is very simple. It's to the point, and it's why we exist. "We're protecting life, health, and property in the environment". That's how we make decisions. That's what we do and why we exist this also includes EMS. In our true north, which is protecting lives and property, and buyers' medical emergencies, we're professional, courteous, and on time. We will maintain the highest level of public service, reducing the rate and severity of emergencies to continuous training, public education, fire prevention, disaster management services, and in conjunction with our partners. We will maintain the public trust bestowed upon us, we will adhere to the highest ethical standards and all that we do. All future Academy members will have to know that by heart.

That's our process of defining our strategy of direction and decision on allocating our resources to attain our strategic goals. This is what I've shared with our command staff with the purpose and the values deployed placed in the implementation, analysis, strategy formation, our goal setting structure, control, and feedback, and getting the right people to give us the information as we go forward with that. One quick thing here, the key to the process is getting a cross-section of feedback to the organization, county commissioners, decision makers, mid-level management, labor representatives, etc. If I bring you a strategic plan, and you have no input in it, I may not be as apt to follow that as I would be if I were part of that planning process. That will be part of it as we go forward.

Our year one objective summary here, increase ISO, with hats off to Deputy Chief Sanchez and a couple of other members who had the ISO the night before the inspector came. District Three remained at the same ISO level; they did not go down. District Two remained at the same ISO level, we had some issues because we did the bare minimum training the previous year, and water is always the big issue. We are going to increase the training. The new NFPA standards, and here's a new CFR coming out right now, talking about fire brigades, that changes regulations and training, which that along with our new bunker gear, maybe a

change in that coming up next year. Member credentialing and training are extremely important, so we have the right credentials, annual training plan, and standards of cover, which is how we respond, where we respond, and what we do. EOP is our Emergency Operating Procedures and AOP is Administrative Operating Procedures that do not supersede the County Personnel Ordinances, they are the rewrite of our standard operating guidance, fire officer program, and promotional opportunities, We'd like to do our academy in-house, which we'll start with the basics. Special operations, which will include technical rescue, as of the first of this month, will have four members in the department that have confined space, ropes one, two, three, and four, high angle rescues, and trench rescue. We are working on hazmat, search, and rescue. Arson investigations are something that we're looking at, instead of having to wait two to three hours plus. We will be contracted through the state of New Mexico. We started getting Arson dogs, which you get granted through state funds, they're not cheap, around \$75,000 for a dog. They pay for the training; you have to take care of the upkeep of the dog, and they eat like two or three pieces of food a day. That's how they're trained. It sounds terrible but the dogs are fine.

For fire alarm assignments, we dispatch District Three structure fire and smoke alarms. We're putting this in place with the dispatch center, if it's a structure fire then this is the apparatus we're going to send, two engines, a tanker, a rescue, a chief, or a command officer. If it's an alarm, why send a big apparatus, maybe send a BLS ambulance with two firefighters on it to check it. Once they get there, smoke showing, they can fill out the assignment. We will know who's staffing when they're going to be there, and what apparatuses will be on scene within a certain timeframe.

Our goals and objectives are short-term. The Commission must understand this is improved firefighter safety SCBA FIT test within 60 days, this will be done June 28th. We already had the equipment, it's now in my office, everyone is asked to come in and make sure their SCBA fits. The flow test for all the SCBAs is being conducted since there are so many of them and will be completed by July 31st. Medical eval within 90 days to make sure that they're able to go into an IDLH or Immediate Danger to Life and Health area. All apparatus third-party safety checks are within 90 days. We have a contract with a certified vehicle person that can be taken care of while they're doing their PMs. We have almost completed it; all structures and wildland gear have been inspected. We wanted to do that within 30 days. We have a lot of stuff north and I know a lot of populations north. We are looking at what we need to send further south. How can we help our partners down

there? Another thing is when there is a red flag warning, we have a brush truck and Tinder being manned.

ISO classifications to improve, and station coverage for improved response times. We had a rule when I first got here, the career crew could not respond to the fire until they waited 10 minutes. I think it was to not deter either the volunteers from coming in, but we changed that, that 10 minutes means a lot. That's the time travel. We're looking at methods for making sure that we have coverage for stations and setting minimums for people to do that. In the organizational structure and command structure we're still looking at the central finances are each District Battalion Chief's responsibility for what they purchase. We're changing that to central finances. In other words, before you purchase something, it has to come across the desk before it goes through the process. Why are we buying this? Is it standard? Do we need it? We've updated several job descriptions thanks to HR, and the County Manager for helping with those administrative functions, and our operating procedures. We're probably about 35 to 40%, it takes a lot of research. You want to go in and make sure that we're using the best practices and that it's standardized within MPA regulations, etc. Standardization transition to the single Fire Department doesn't mean anything other than we're all going to be the same on internal and external communications on how we communicate, talk with everybody to make sure that they're getting the word out, and we have the order to log now, anything that changes goes out on a piece of paper and the oncoming crew has to sign it. The officer on duty has to make sure they sign that, are well versed, and have an opportunity for them to come and ask questions for clarification on how it works.

The question was asked by the Commission, how far can you go on the stipend increase? It's 20% of your lowest-paid firefighter on an annual basis. We had our eligibility standards, staffing needs a target, and volunteer recruit profile. In June we are going to do an Oath of Office swearing-in and a badge presentation. We'd like to have you there, if it's possible if you can work that into your schedule, to provide that oath, and maybe the swearing-in of all of our members, and there will be a badge for promotion. Once they take that oath of office, they're held to it. We're going to make a little pomp and circumstance with it, with a barbecue, and make it fun for them. Centralized tracking of all our training records, the legal consequences, and ISO ramifications are scary. I'm making everyone aware that, if you don't have the credentials and experience to do that, then you shouldn't be in a command position because somebody's going to get hurt. We have the in-service training program, minimum job performance requirements, the SCBA, water 420 seconds recruit training program, fire officer training program, everybody knows

how to operate each apparatus, everyone's NIMS compliant, additional training hours per month, and driving. In pre-incident planning, which we've worked on quite a bit. The big one that's not on here is accountability. There is a tablet; we have the money in our budget, around \$2,000 it's called Tablet Command designed by Firefighters, and has an accountability portion. It also has your pre-plans, it has maps, and I can track every apparatus. What they're doing and what they're assigned to. I can text message them, etc. We are excited to get that into service. For additional funding sources, we talked about the ETAS and the CPE. That's the direct money from Medicare government patients. We're also designing cost recovery for motor vehicle collisions. With some of that being billed to their insurance, but hazmat incidents on anything that we clean up, we can bill for that also.

Seasonal wildland crew is something that we will look at next year. They pay quite a bit of money for that, for example, a command vehicle with a boss in it is \$100 an hour. It more than pays for itself. At a type six with three people on it, that costs quite a bit of money. Once you pay for your overtime, there's still a lot of money to be made on that. There is federal/state and other grant funding for operations we have put in for the Safer grant and an FG grant is competitive. I feel confident about it. We should know what is coming up in the next couple of months, and how that comes forward. My thoughts to increase our ISO is a supertanker. It's 20,000 gallons, it's an 18-wheeler, equivalent to seven of our tankers. One truck would carry everything. We would get close to the scene, one South, one north, and use a dump tank and a pump. It's nonpalatable water. That will fix a lot of our water issues. They're not that expensive, compared to a tender, and fire apparatus. That's something that we're studying and looking at right now.

Regional Training Academy can be a moneymaker. We're teaching a class on two weekends, it's free for our people, we just had to buy the books. Anyone that's outside the county that wants to come in, we would charge them a regular rate. EMS transport increases some of that with a CPA, increasing the number of calls or the area that we go to. Shift commander is not a new position, just the title. We have a grant for a drone, which is for search and rescue and thermal imaging, of wildland fires. The only hiccup that we have with it is the new Rules Federal Government Rules and experts on this. Our Rescue Task Force, which we will eventually look at including other Fire Departments to make use of our team that's deployable predominately for the county for major incidents, silos, turbines, etc. I intend to do this monthly from now on. It'll be a more statistically related number of calls, types of calls, and issues we run into. Thank you.

B. COMMISSION: Discussion regarding Torrance County Fair Board issues, including clarification and explanation (Johnny Perea, Fair Board Vice Chair).

Johnny Perea - Fair Board Vice Chair: I appreciate you taking the time to listen to me today. I know the last thing you all want to hear is more conflict, and drama, regarding any issues, especially the Fair Board. I thought based on Mr. Schropp, last attendance at our Fair Board Meeting and some of the comments he made. I wanted to explain my position on what was being said. The circumstances you are aware of led to, I don't want to say conflict, acquisitions, and so forth as to what caused this and my proposal to change sale numbers for those kids. My intention was, and still is to help more kids, whether that is being said out there or not. My intention is to get more kids' financial benefit from what happens at the sale. The timeliness of it, maybe the radicalness of my proposal. I don't know if that was wise or not, but I'm not going to apologize for it. I will apologize to you all, and the Fair Board members for the result of this. For my proposal, I will not because I'm not going to apologize for trying to help more kids. I believe that's my intention of being on this board. We all know what can happen especially in positions like this. It's been difficult, and it comes from places you all would not expect from anywhere, from FFA teachers to parents. We have dealt with that before. We were questioned by Commissioner Schropp on having a Rules Committee. Apparently, he thinks that is a good idea, maybe it is. At the last Fair Board Meeting, he came off at us like we were just operating like a bunch of idiots and had no rules. I will be the first to say that's wrong. These are all the rules of our affairs. Have you been through these?

Samuel Schropp-County Commissioner: No, I have.

Johnny Perea - Fair Board Vice Chair: We have rules and the statement I made at the meeting the other day was wrong. I should not have said that. I said it, and it reflected on the whole board. What I said was, "This is how we've always done it". That was not a good statement to say, that doesn't reflect what we do. The procedure is we take the time, as happened in the last meeting to go through all of these and try to decide what still fits and what doesn't fit. The best we can do is try to change those, whether it happens now or at a certain time of the year. I apologize to the Fair Board for saying that because it wasn't a good thing to say, this thing has gotten very emotional and that's why I said it. One thing that was

questioned was the Open Meetings Act. It has been said that we violated that several times. Our agendas were a little bit vague. Our County Manager has worked extremely hard to help us correct that, I appreciate that. I know Marcie appreciates that. There was no bad intention there. We weren't trying to hide anything. I guess the positive of this is we have a lot of attendance at our Fair Board Meetings. They are very well attended.

Commissioner Schropp rubbed me the wrong way. I think he got that at the last meeting because I came up very defensive towards him. I'm not going to apologize for that. I have been doing this and volunteering for a long time. The attitude he takes towards us, like, we can replace you guys tomorrow, they'll be people knocking down our doors to get on this. Whether he believes that or not, I don't believe it. It's an unfair thing to think that we can wipe you guys out of work. Just because we don't think we're doing the right thing now or what is on our agenda. So much of our stuff is done on a volunteer basis. I have some questions for Mr. Schropp. You talked about being involved in the horse part of things and seemed to be pretty knowledgeable. Is that correct? What is the most important thing to horse people, especially performance horse people? Would you not agree that it's the ground?

Samuel Schropp-County Commissioner: Yes, a safer arena.

Johnny Perea - Fair Board Vice Chair: Have you been over to our arena and seen the condition our arena plow is in?

Samuel Schropp-County Commissioner: No.

Johnny Perea - Fair Board Vice Chair: That answers my next question in that we don't have an arena plow. Do you know how that happens? Volunteers, volunteer their equipment and their time and that's not cheap equipment. When you're pulling a \$12,000 piece of equipment with an \$80,000 tractor and hauling it on a flatbed over here with a \$80,000 pickup, that's an undertaking, and it's an undertaking that we're happy to do. But again, there seems to be this attitude that you guys don't do anything. I'm speaking for myself. When we had a rodeo, a bull wiped out the whole back part of our shoot area. What do you think happened there?

Samuel Schropp-County Commissioner: Volunteers stepped up.

Johnny Perea - Fair Board Vice Chair: Volunteers stepped up and worked most of the night to fix that. I could go on and on, as to what we do, we do it without hesitation. We talked about the Open Meetings Act; I don't know how many hours Marcie has to spend developing an agenda and she's happy to take that on. I bet she gives 15 hours a month in what she does. My final point is you made a point-blank statement. I don't know if it was at the last meeting, but I saw in a publication that you were asking for the dissolution of the Torrance County Fair Board.

Samuel Schropp-County Commissioner: I don't know where you saw that. I've never made that statement to anyone.

Johnny Perea - Fair Board Vice Chair: Okay. Well, wherever it came from, it was published in The Independent. Maybe it's not an accurate statement. I spent almost 30 years on the Fair Board. That's volunteering a lot of time and some money, It doesn't matter that it's just the fact that somebody will take it to the point now and say, thank you. Mr. Schropp at the last meeting, you said you had to leave early. You walked out that door, and only me and Albert saw this. You stood out in that hall and stared at both of us for some time.

Samuel Schropp-County Commissioner: I was staring at Mr. Chavez, and you happened to look in there? I'd like to explain my position to you.

Johnny Perea - Fair Board Vice Chair: I asked you a question about that because I took it as you're trying to intimidate us. If you were trying to threaten us, if that was an invitation, so to speak. But if it was please let us know. Because I mean, either he or I would be happy to indulge you.

Samuel Schropp-County Commissioner: I was pointing out the problems with the meeting procedure. First off, I have no problems with the way you all change the rules. I listened to both sides when people called me about why your rule changed on the sales. I'm neutral on all of that. The problem as I see it is that this is not being done with transparency. The people who were calling me after the February 13th meeting were telling me that they were blindsided by the rule changes. If you were complying with the conditions of the Open Meeting Act, those people wouldn't have been blindsided. That is part of the reason that the Open Meetings Act is so that people get input. That is the reason for my suggestion. As to the Rules Committee, my mentor said, the smaller the steaks, the sharper the knives. People are calling me up with these complaints in this politicking that's going on. I'm staying out of that. If this is being done according to the requirements of the Open Meeting Act, they have no complaint. Everything is

upfront, they have a chance to look and comment, and then the Fair Board will make their decision. I want to tell you something else, that I appreciate your service. I appreciate everybody in the Fair Board's service. I appreciate everybody who shows up with equipment to help. That's not what I'm talking about in this thing. I'm talking about the law, as you remember, last year when you wrote to the State Fire Marshal's office with your complaints, the law is the law and we will comply with it, I didn't say obey it. I said comply. Because there are a lot of ways to work around the Open Meetings Act and comply with it and not burden yourself with additional workload or time.

One of my leadership classes talks about people resisting change for three reasons or a combination of reasons. They don't see the value, they think it'd be more work, The Open Meetings Act will explain to you that it's a template on how to address all of those things and it is also a template for transparency in your decisions as you work with the participants. As the Sheriff was talking earlier about treading a fine line between forcing deputies to do things. I was hearing from the participants, some of whom are constituents of the Third District, and some are not. They were talking about pulling out of the show. This is a little bitty show, and we can't afford to be losing participants. We can't afford those folks to be bad-mouthing us, it shows around the state because this Commission would like to see the fair grow and have a true County Fair. Horse pulls on Saturday night, called the New Mexico Draft will bring all of their equipment and their whole program, carnival rides, food, games, and things that will attract, As Commissioner Schwebach said, "We are an agricultural community". The county fair is very much a part of that. Not all of the 15,000 people in Torrance County are AG people. We can pull people in in other ways. That's not going to happen instantly. That is my vision for the show. It's up to you all to determine how to make that happen.

Transparency will ease the way that all of the competitors can see a smooth transition in rules from year to year. We're going to attract participants, exhibitors, and competitors from outside of Torrance County. My criticism is not the policies or the personnel. My criticism is that we have to comply with the Open Meetings Act, whether you like it or not, it's the law. If we continue squabbling around inside of this stock, this board is going to want to get sued, but that's not the worst case. The worst case is people will lose faith in the Fair Board and quit participating in the fair. None of us wants that.

Johnny Perea - Fair Board Vice Chair: I appreciate your comments.

Samuel Schropp-County Commissioner: As I was speaking during the meeting, Albert slammed his paperwork on the desk at one time and gave me a hard look. That was immature but that was where that came from.

Johnny Perea - Fair Board Vice Chair: As far as the Open Meetings Act goes, we're trying very hard to rectify that. As far as that change goes, none of those who are complaining to you now have been there. We had heard from the Farm Bureau in previous meetings before I proposed the change giving us very passionate proposals to try and get more kids into the setup. We probably have one of the strongest sales in the state. I'm comparing that to Artesia, and Farmington and I think that is attributed to Marcie's hard work. Some of my hard work the Fair Board. Kevin and Ryan's hard work, and several others. There are tons of people that make that happen. All I was going with was that the people you heard from were going to take away some of their sales slots. That's not my intention. I am 100% not a proponent that everybody gets a participation ribbon.

Ryan Schwebach-County Chairman: I was involved in that first meeting on February 13th. If you wanted to take it to a court of law, what you did was published properly, and it would hold up to the Open Meetings Act. The question of that potential change, in my opinion, needs public input, and by all rights and reasons you did not have to redo it, but you did. When we start talking about agendas in open meetings it doesn't take much once you get the process. That goes twofold. One is when you don't have participation until something rubs them the wrong way. They're going to hoot and holler. If you have standard procedures, if you have the Open Meetings, they have to participate or they have to be quiet. That's how it works. With that being said, I respect what you guys have done, I respect what you're doing. I would like to help facilitate in the future because ultimately, you want participation, but you want healthy participation, healthy ideas, and healthy common concepts, we're able to facilitate this fair. More volunteering more help. In my role as a County Commission, my intention has always been on a concept to provide a location and to provide finances to ease the burden of the fair. That's what I see going forward to accomplishing this. You are on the right track. I appreciate what you're doing.

Janice Barela-Madam County Manager: I wanted to let the Commission and the public know that the Fair Board has worked very closely with the County Manager's Office, on every single agenda since the first agenda and on the February meeting that we talked about, has been reviewed and approved by the County Manager's Office, either Tracy or I, or sometimes both of us, reviewing it,

making sure it meets the Open Meetings Act standards. I also want to let you all know that behind closed doors, I do have meetings with Fair Board members, they are coming to me and they're asking for ways to improve things, and how can we do this better, and they are extremely receptive and open to all of my recommendations to improve things. As I'm having these discussions with them, I'm seeing that what they have been doing through the years has been with the best of intentions, there may be ways to fine-tune it and make it a little bit better overall. I think ultimately, less work in the long run. As far as the rule changes go, in particular, we had a lengthy discussion about the process and procedure to get those done. There have been a lot of proactive conversations and changes that have occurred with the Fair Boards, with my office, and with me in particular. I appreciate those conversations and the receptiveness and openness that they have for the ideas that I have to improve things as well.

Johnny Perea - Fair Board Vice Chair: I appreciate you all listening to me, I do appreciate your support very much, because you guys had traditionally been 100%, behind us. My kids all went through this program, they appreciated the same thing. I want to clarify because a bunch of this was caused by me I'll own it.

Samuel Schropp-County Commissioner: I listened to the accounts of the February 13, 2024, meeting skeptically but with an open mind. I explained to the people who are calling me on both sides, I've explained to the concerned parties calling me that there is a process that has to be followed, not only in conducting meetings and drafting rules but in correcting inequities in the process, whether they are perceived or real. The first step in this process was the involvement of this Commission and the County Manager and providing guidance directly to the Fair Board as to the requirements of the Open Meetings Act. The second step was respecting the input of the participants in public comment as is required by law and is the standard form used by this Commission. If the first two steps were not honored, bringing the inequities up to this Commission to public comment at Commission meetings, those reports would be the third step with a discussion item before the full Commission as the final step. We now have a discussion item here, where we can hash all this out. We are all willing to work together here to make this work. I'm not looking to be cutthroat, or throw you over the side, I'm looking to make a fair show that is enjoyable for the kids participating, and one that we can keep building on and keep it going for another 30 years.

Johnny Perea - Fair Board Vice Chair: I appreciate that comment, but the abrasiveness that you displayed at the last Fair Board Meeting led me to believe otherwise. That's why I'm addressing you today.

Kevin McCall-County Vice Chair: I'm a third-generation livestock shower, I raised the fourth generation. Ultimately, Fair Board should be exactly what the two of you are standing in front of us, parents, and grandparents they get what it is, but you don't have a dog in the fight. For the longest time, Ryan and I were asked to be on the Fair Board in Santa Fe County. I refused. I did not want to be involved in that if my kids were shown. I applaud you for doing what you're doing. I should be doing the same thing. I understand livestock shows, I should be getting back to Fair Board but I'm not. I commend you for doing what you're doing. Keep up the good fight. Keep your heads up. Try to keep the public and the students in mind when you make decisions.

Marcie Wallin – Fair Board Chair: We have gone through the Open Meetings Act. We didn't have a problem with that. We sometimes don't think we're along the correct lines. We've got two excellent people out there who help us clarify. What is disheartening is not the fact that we have to do that, but to have communication at a Commission meeting by Commissioner Schropp standing up and publicly stating that we didn't follow the Open Meetings Act, this is not good publicity for anyone. I think we can all improve communication, myself included. I think that anyone who makes a statement should have the correct facts before they make such an abrasive statement and I think that probably goes both ways. That's what I'm asking of you, Mr. Schropp.

Samuel Schropp-County Commissioner: Okay, I've heard you.

C. MANAGER'S REPORT:

Janice Barela-Madam County Manager: I announced that we have a new Emergency Communications Director, Selena Carroll. We also hired a new Facilities Director, Richard Lesperance. He will be starting later this month. He is coming to us from UNM, has 10 years of service there as well, and has his contractor's license. He owned his own construction business.

In the previous Commission meetings, Commissioner McCall referenced how we went to the legislature this past Legislative Session. We hurriedly got together some projects and talked to Legislators regarding what typically is known as Junior Funding Appropriations. They restructured it this year to be the GRO Special Appropriations. Those were all being done through the Mid Reagon Council of Governments. I wanted to give a big thank you to the Senators and Representatives who gave us funds for Torrance County. Senator Schmedes gave Torrance County \$200,000 for programmatic costs and resources for the Torrance County Road Department. Senator Stefanics had four of them at \$200,000 each, which is to be equal; I would assume split between all six of her counties, which include Torrance County. The first one is for emergency medical technician resources, for Senate District 39. That is to be expanded this next year. For her in particular, she was told that this money could be split across two years. If you gave a nonprofit \$200,000, the appropriation could be \$100,000 for one year, and then \$100,000 for the next year because she was keen on the county to be expanded or given out for the fiscal year FY25. The next one will probably be at the heart of this Commission as well.

She is also giving money to NMSU agricultural education programs for proper Cooperative Extension Service just for programmatic cost resources for agricultural education programs. She does state that that includes all the FFA programs within her district. She knows they may not get as much money. When you think about all the high schools within that district, there are going to be quite a few, but at least everybody will get something. The next part is what we talked about earlier today, which is the Senior Center food support for \$200,000. The last one is for rural libraries, operating in material support, \$200,000. We are very appreciative of our Senators giving those allocations to us. As stated earlier, we have Representative Lord who gave \$160,000 to our Sheriff's Office that we had requested for vehicles. I know Commissioner McCall, asked if I'd had these and whether or not they made it through, we finally did receive information from MRCOG stating that we did get those appropriations, and the timeliness of getting it through budget discussions I felt was very imperative and useful.

Kevin McCall-County Vice Chair: I also wanted to follow up with the GRO money with aka Junior money. There were other Legislators that participated in a Capital Outlay. Don't be confused. There are two pots of money if you will, GRO and Capital Outlay. Ambrose Castellano also gives money; I do not know the amount.

D. COMMISSIONERS' REPORTS

- 1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: I had a ride along with the Cabinet Secretary of Department Transportation, I had a council on May 3rd and May 16th is our new ride along.

- 2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I do not have any updates or discussion.

- 3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: Last Friday, Ann and I gathered, and loaded cow-calf pairs for a neighbor on horseback. It was the first time in 18 months that we've been able to do that together before and after her back surgery. It reminded me of visiting with our fellow County Commissioners at the NMAC Commissioners Affiliates Retreat. We were all over the County, South County Guys. As I reported to this Commission at our last meeting, the BLM final rule on conservation leases needs to be addressed by two to speak. Neither of the two speakers addressed the BLM Final Rule. They spoke about how to come up with the workings of government sketchy legal filings, and the global climate working to destroy the cattle industry. I advised everyone in attendance to read the executive summary of the rule just the same as I've advised this Commission. There were 27 Commissioners from 11 counties present. Most of the counties represented at the meeting were south of I-40. At the afternoon roundtable, I listen to the issues that are of concern to the County Commissioners and their constituents. Our politics were very different. But the things of concern to them are valid concerns where we do share common ground. Mexican gray wolf management, border related crime, water, and renewable energy. For those issues, we decided to send resolutions to the New Mexico Association of Counties Executive Board, asking the Governor and the Legislature to recognize counties as

stakeholders and keep county governments better informed. Ranchers in the Mexican gray wolf recovery plan are aware of the New Mexico Game and Fish management plan so that they can make decisions on capital investments.

I listened to the Council of smugglers, human traffickers, and high-speed chases through small communities just like Estancia where like Torrance County law enforcement resources are spread thin. Many of the counties represented are at the beginning stages of the renewable energy boom here in New Mexico and are trying not to make the mistakes they have seen in other counties. Of course, with the Artesian aquifer ruling by the OSE, there are many questions to be answered. The counties south of I-40 are facing different problems than those in the north, and we need to support each other. This was the first Commissioner Affiliate Retreat, and it was very worthwhile to attend. Joy Esperson is going to request an exception to the Open Meetings Act be made so the Commissioners from the same county can attend and not have to announce a quorum or a special meeting. Hildago County attorney was of the opinion that they could all be there. All three of them were there as long as they didn't discuss county business. It was very valuable to have more of us represented in those kinds of things. I think that's a worthwhile thing to pursue.

Janice Barela-Madam County Manager: Clarification on a comment that Johnny Perea stated earlier, it's stating that in the Independent, there was an article in which Commissioner Schropp stated about clearing the board. The quote was, "The decisions that were made may need to be vacated because it wasn't done properly regarding the Open Meetings Act." He may have interpreted vacating the decision that was made as vacating the positions on the board. So that was what was said in that article.

Samuel Schropp-County Commissioner: Thank you for that. I would never do something like that to blindside people.

Ryan Schwebach – County Chairman: A Special Commission meeting will be held May 16th at 1:00 pm here at the Commission chambers.

14. EXECUTIVE SESSION:

15. Announcement of the next Board of County Commissioners Meeting:
May 22, 2024, at 9:00 AM

16. Signing of Official Documents.

17. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 03:52 PM

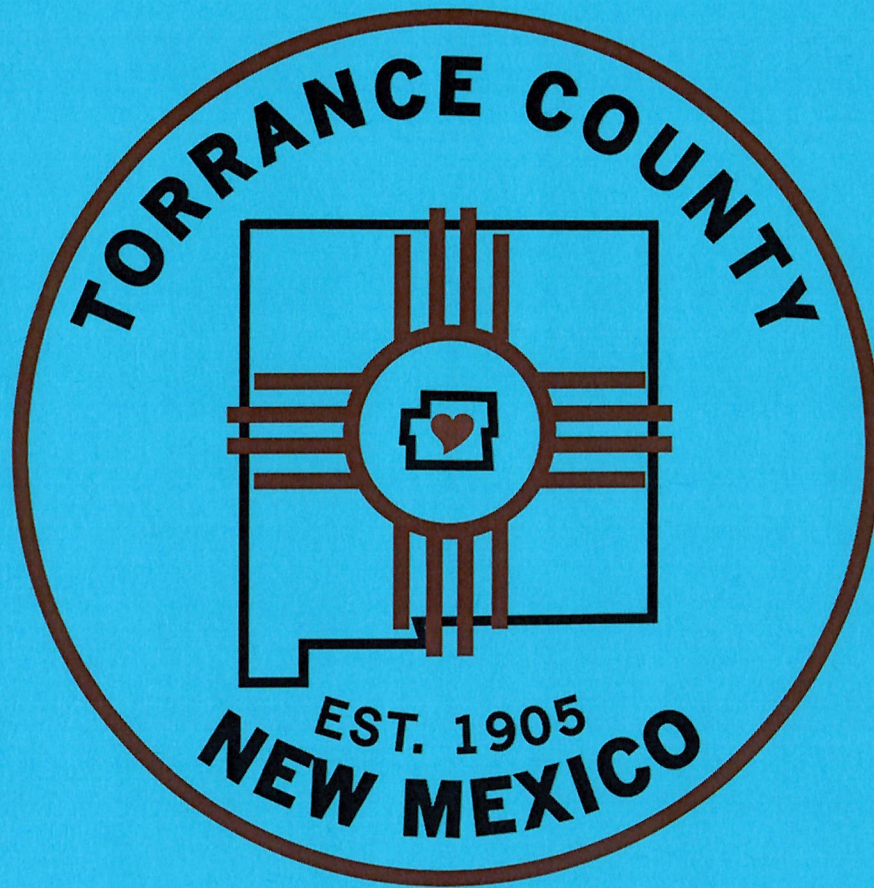
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

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



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 8 B

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
May 16, 2024
1:00 PM

Commissioners Present:

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

Others Present:

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

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the May 16, 2023, Special Commission Meeting to order at 1:05 PM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp– County Commissioner

3. Changes to the Agenda: None

4. APPROVALS:

A. PLANNING & ZONING: Request approval to restructure the upcoming vacant Code Enforcement Officer position to a Senior Zoning Enforcement Officer position, to include setting salary.

Don Goen Planning & Zoning Director: The job description is in your packet. In years past, we only had one position, there wasn't a need for structure. Over the last couple of years, this Commission has added a couple of staff positions for Code Enforcement. Now we have three Code Enforcement Offices. I see a need to add structure to this to where I have someone to supervise allowing me to focus more on my other duties. I'm still involved in this to the capacity that I need to be. The difference between the job descriptions is everything that was included in the standard Code Enforcement Officer job description is included within this. The additions are to address supervisory capacity. Under the summary, he or she will oversee the work of subordinate Code Enforcement Officers to completion. The first five bullet points are also an addition that describes additional job responsibilities, including specifics on supervising the subordinate officers. On page two, there is one spot in there that on the sixth bullet point up, says to develop procedural remedies with legal staff and P&Z Director to effectively use the legal system. That's dealing with reporting directly to me with any of the higher-level stuff that makes the complaints criminal and makes it up to the courts. The second bullet point from the bottom explains the requirements of county ordinances to property owners, tenants, and the public. As soon as you tell someone that something's not going to happen, the first question is, why not? They have to have the ability to clearly communicate under the ordinance. What the conflicts are with what their perspective project is.

Now at the bottom of that page on our knowledge, skills, and abilities, it does address using computer applications such as spreadsheets, tracking all these cases, and discovery. They track that on each individual case. May perform other incidental tasks as needed. You can never anticipate everything that's going to be looked for. Under minimal qualifications required are the last two addresses specifically and the supervision and management experience. The last one was three years of work experience where the primary function of the position was conducting field inspections or investigations for a public agency, or three years of work experience, which required familiarity with codes, ordinances, and or investigations. If they have to take a position where they are the lead prosecutor on a case they need to be able to handle this. We have weekly meetings where I have updates on cases that are being investigated even if it's at the complaint level. Our main goal is, as always, compliance and not just being punitive, but to get people to, ideally, come into compliance. There are always cases where we end up having

to file a criminal complaint and have to go in front of the judge. This gives me a person in between this, directly supervising these activities but still reporting to me.

The suggested salary that I have for this position is the current Code Enforcement Officer entry-level \$17.00. I have suggested that this was either \$20.00 to \$22.00, depending on experience or \$21.00 to \$23.00, depending on experience. Which gives us flexibility. There does need to be a differential because of the additional responsibilities and experiences required for this position.

Janice Barela-Madam County Manager: The reason we're having an upcoming vacancy is due to the retirement of the Senior Code Enforcement Officer, I say senior only because he's been with the county for a long time and because of the length of time that he's been in this position, his current salary is \$22.89 an hour. The pay range that Don is talking about stays very close to that salary, and it wouldn't have a great impact on the budget.

Ryan Schwebach-County Chairman: The person who is leaving is currently doing what's in the job description.

Don Goen Planning & Zoning Director: Yes, and it's not just the management part of it, he is handling the training. Not having an official structure, this is what he's been fulfilling, and to try to prepare the two newer ones to be able to step in. This is updating the description of the position at the present time. There is no addition to staff, I've got three and I will continue to have three. This establishes a differential between a supervisor and a subordinate.

Samuel Schropp-County Commissioner: We've been discussing positions within the county staff and managers. Is this going to be in keeping with the plan? We're discussing updating all of the employment ordinances and descriptions and bringing them all into some kind of update. Is this going in this description? He used the word manager, is that going to be within what we're trying to accomplish going forward this fiscal year?

Janice Barela-Madam County Manager: It is not going to be the same as an Office Manager in other offices, this is going to be somebody who still holds the responsibilities of a Code Enforcement Officer and will still carry out a lot of those same similar duties, they would have the additional responsibility of supervising and training those underneath them. They would not be known as a person that's doing a lot of the administrative work, it would be more of a hands-on Code Enforcement position.

Don Goen Planning & Zoning Director: If I use the word manager, I want to make it clear that the job title is Senior Zoning Code Enforcement Officer. That is not part of the designation for the position. They will have supervisory duties and they will still be active out in the field, just like the other two. One has been with

us for just a little over a year, and another one is approaching the end of their probationary period.

Janice Barela-Madam County Manager: The reason this is coming up before you as an action item today, instead of being part of the budget talks, is that the retirement will take effect at the end of May. We are hoping to get this position filled before the beginning of the next fiscal year, which begins July 1.

Ryan Schwebach-County Chairman: Let's talk about the prosecution side. Who would be joining Mike in the courtroom, would it be the senior who would take the lead on that?

Don Goen Planning & Zoning Director: That is going to vary to some degree because all three positions currently handle complaints. The one that's been here for almost a year can function on his own to where he takes care of all of his cases. The other one is still under probation and has been under the direct supervision of Dan DeCosta who is retiring. For example, we had court yesterday and they both had cases where they were listed as the lead prosecutor on those cases.

Ryan Schwebach-County Chairman: I'm personally good with the concept It makes sense. The question is, do these job duties justify higher pay? The question is what is the pay you are suggesting?

Don Goen Planning & Zoning Director: I had thought \$21.00 to \$23.00 an hour. At another point, I'd said \$20.00 to \$22.00 depending on experience. As County Manager Barela stated currently, you have to figure out, 12 years of experience, is it \$22.86. The person that's coming in is going to have a training and a learning curve, my feeling there is that probably the \$20.00 to \$22.00 would be more appropriate, they're not going to be able to function at his level for some time at the current level that he has. I'm good to do that.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the restructuring of the upcoming vacant Code Enforcement Officer position to a Senior Zoning Enforcement Officer position, with the pay of \$20-\$22 DOE.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

B. FINANCE: Discussion and possible approval of the FY 25 Interim Budget.

Samuel Schropp-County Commissioner: There's an article in the Mountainair Dispatch about our last Regular Commission Meeting that covers the discussion of cost-of-living increases, wage increases, and the proposed changes to the county's PERA contribution. The article cites cost of living increases in the private sector in the coming year. Those numbers are not in dispute. I want everyone to clearly understand how I agreed with my fellow Commissioner regarding our plan for the PERA increase, and why I believe it is a prudent thing for FY24-25. There are two basic schools of thought for getting an economy moving forward after a black swan event like the COVID pandemic. I listen to authority. I'm an economics and history geek and I follow the history and the successes or failures of both of those schools of thought. Last year we were riding a wave of stimulus spending programs when we approved our 23-24 budget. This year, much of that stimulus money while still in the pipeline from the federal government to places like Torrance County will begin to sunset. There's \$190 billion of COVID relief money that will sunset this year, and it will be affecting many communities like Torrance County. Most of you don't understand the effects of trade of waterborne shipping. Hotspots around the world the China Sea, Black Sea, and the Red Sea have the potential to affect the prices of goods and fuel in Torrance County. Private sector companies like Ingram Barge Company are ruled by the economic principle of supply and demand when freight rates fall, because there were too many barges to move limited amounts of grain to export Ingram would tie up equipment to correct the surplus and correct the supply and demand ratio. In the meantime, that meant layoffs and reduction of hours. The government does not want to work under that supply and demand matrix. There's no way to correct a balance of supply and demand. Torrance County is expected to provide services and we have to have staff to provide those services. To accomplish that goal, as Chairman Schwebach said last year, we have to plan for those black swan events. We don't want to lay anybody off. We don't want to cut hours, and we don't want to reduce services. In reviewing and speaking with Mrs. Barela and finding the thoughts of my two fellow Commissioners, I agree with the plan that is going to be presented here today.

Ryan Schwebach-County Chairman: Thank you. I appreciate that.

Misty Witt-County Finance Director: On the FY 25, Interim budget update notes. It shows all the updates we have made to the Interim Budget since our meetings with each of you.

Legislative Appropriations budget, fund 803. We adjusted those numbers to be more current and accurate projects.

The road projects, fund 629, were also adjusted to account for our current projects.

ARPA budget, fund 836. We adjusted that for our current projects, it may need a little more adjustment by the time we close out FY24.

Fund 620. That is the county infrastructure fund. That is where you're going to see all of the department requests that were approved in discussions at the May 8 commission meeting. So that includes:

Assessor's request for Pictometry and Eagleview for \$100,000.

Road requests open PO for the base course for \$160,000.

Road request for micro surfacing for \$350,051.

Road requests for new vehicles for the May 8th meeting, we included one new vehicle at \$50,930.

Road requests for three new blades for \$1,050,780.

Clerk's book repair request for \$40,000.

Sheriff's Department requests \$150,000 for new Sheriff's vehicles.

Sheriff's entrance upgrades for their office up to \$75,000.

Sheriff's Department chip seal the back parking lot \$15,000. That's a verbal estimate from our Road Superintendent. That may change a little bit.

Adjustment transfer from the general fund to cover those department requests.

Emergency Management budgets affected funds are 835, 833, 829,828, 628 and 604.

Animal Services: The Carroll Petrie grant agreement was received. We added that for FY 25. That will be coming before you for approval on May 22. On the official

grant agreement approval we did go ahead and put it in the budget for \$50,000 in funding 431.

We got some agreements for the Sheriff's Department that affected fund 805 which is ENDWI, Buckle up, and STEP grants. Those are for overtime for those projects. We also got notices for funding 809, 808, and 802, which are other Sheriff's Department funds.

PERA pickup was discussed in the last Commission meeting on May 8th, which is on the salary schedule. That is in the Interim Budget at the 37.5% pickup. That resulted in a change to the Road Department budget, we had to do more transfers onto the Road Department budget to cover PERA pickups, fund 402.

We included the Deputy Fire Chief's salary increase from the May 8th meeting and also included the Elected Official salary increase for the new incoming Elected Officials, this will be the second half of FY 25. We also added the part-time Kennel Assistant to the salary schedule. There was an increase of \$3,500 for incentive pay for the Assessor's Office for some discrepancies in their certifications and the upcoming certifications.

For the Senior Services meal program funding discussed at the May 8th meeting, we put \$30,000 in fund 631, as a placeholder for that meal program.

There was a small adjustment to fund 561, which is the fund for the County Administration Building Loan, we had to lower the expense number due to loan expenses that we've already paid, and the loan issuance expenses.

We talked about this in the individual budget meetings. We did go ahead and change the Court Compliance position from the 420 fund to the general 401 fund. That will be another difference you guys will see from our last meeting.

I wanted to let you know in your PDF copies of the budget on your desk, there will be one difference from what we have on our Excel spreadsheet. I found a discrepancy in the formula for one of the 911 Operators. I had to adjust her formula. That brought down their salary schedule and expendable \$5,343, just on the 911 salary schedules. Then we added in the beginning balances as best as we could estimate.

The dispatchers are based on the 72-hour pay period instead the formula was calculating one of those salaries on an 80-hour pay period.

Janice Barela-Madam County Manager: 36 hours is considered full-time for dispatchers per week.

Misty Witt-County Finance Director: We needed further discussion on the Dispatch salary increase. Currently, on our Interim Budget, we have plugged in the \$1.00 per hour increase that was discussed at the May 8th meeting for four positions. That was the Director, the two-way Communications Supervisor, and then one of the 911 Operator Communication Specialists. We wanted to discuss whether a \$1.00 increase versus a \$2.00 increase.

Janice Barela-Madam County Manager: I will give some history to the public as well as remind the Commissioners of what happened in the last budget cycle. The Commissioners expressed that they were very concerned about not getting applicants for Dispatch. The decision was made to increase the starting pay of dispatchers by raising it \$4.00 an hour, \$2.00 for the wage increase, and then \$2.00 for the cost of living that was given to everyone across the county. When that was decided there was some wage compression that occurred with some of the positions. You fixed those by giving some increases. The ones that I am talking about here are the three employees in Dispatch who did not receive anything other than the cost-of-living increase, which was \$2 an hour. At that time, and still, we're in the same condition as far as being short-staffed in Dispatch. We have with us our Communications Director, Selena Carroll. During the last budget cycle, our previous Director was unable to attend the meeting so she could not advocate for her department. After the decision was made, that's when the Commission started to receive information stating that they would like to visit with you all in regard to the decision that was made, and they felt it was unfair that they did not also receive the \$2.00 hour on top of the cost of living. They were told to wait until this next budget cycle for that to be revisited. That's why we are discussing separately from all the rest of the salaries.

At the last meeting, it was discussed that \$1.00 an hour would be doable. I asked Misty to run the figures for us as far as the increase would be for \$1.00 an hour and \$2.00 an hour. For \$1.00 an hour, it would be an increase to the Dispatch budget of \$7,571 a year, at \$2.00 an hour, it would be an increase of \$15,141 a year and this is including their salary plus benefits. It's for three positions, Director, Communications Supervisor, 911 Operator Communication Specialist who is also the NCIC Tech. These are the three positions for which we would request the \$2 an hour increase. We know that this is sustainable within their budget. As far as the revenue for this budget, they do have a dedicated tax, the 911 Communications Tax is earmarked specifically to go to this fund, as well as with our MOA we have with other municipalities that are part of dispatch. We're required for the county to transfer \$260,000 a year. Plus there are the fees that the municipalities put into it as

well. There is adequate funding for the \$2.00 an hour increase for these three positions.

Samuel Schropp-County Commissioner: Last week, I attended a roundtable meeting of all the public safety agencies that rely on our Dispatch. I listened at length to the problems in our communications and got a greater appreciation for the experience of our people in dealing with making this work, talking to officers who are in a dead spot, to bring other agencies through that dead spot. Because of the equipment we have, this is challenging. The experience of the Dispatchers is what's carrying us at present. At that meeting, as we concluded, Ms. Odell and I spoke, and she thinks that we will never be able to call the wind tower farms critical energy infrastructure, which would get us into a Terrorist Matrix Funding. There are possibilities to explore. At present, we're relying on expertise and experience. I listened to Ben and Selena and the rest of it before they explained how the equipment works, and the limitations, they know where the dead spots are, and they know how to cope with them as best they can. At this point, I'm an advocate for a \$ 2.00-an-hour raise. This department is in crisis, we are dependent upon the experience of the people that are there to make it work.

Kevin McCall-County Vice Chair: Where I would need some clarification is that I see three positions, I thought it was possibly four to five.

Janice Barela-Madam County Manager: Four positions were impacted, but only three of the individuals who would have received it are still employed with us. For example, the previous Communications Director left, and our Day Supervisor was promoted to the Director position. Our Day Supervisory position is vacant, currently advertised. If the Commission wants to add \$2.00 to it, that's fine. It's currently advertised at the current rate. I would recommend not approving for that position because it's already advertised if you want to make that correction on the next budget cycle, that will be fine. Since we've already advertised it at the rate, it's hard to be in the middle of that advertisement and change it. Unless this Commission is good when we hire somebody, as soon as we hit July 1, they're automatically going to receive that \$2.00 hour increase.

Kevin McCall-County Vice Chair: I wonder what the \$2.00 more would get you in as an applicant? You might get a different quality of applicant.

Janice Barela-Madam County Manager: We are short-staffed in Dispatch; I don't want to delay hiring this position any longer. We have applicants and expect more applicants to apply. The problem is if you want to advertise it at that position, I will have to put that on the May 22nd agenda for that position to have a pay increase. We can't advertise that the decision that you're making today has an impact until July 1st. If you want to approve it as part of the budget, they will automatically get the \$ 2.00 an-hour increase whenever July 1st rolls around.

Ryan Schwebach-County Chairman: Wouldn't that be the best to manage what we're talking about? We have the three currently filled. There's one other position that had that \$ 2.00 discrepancy, but not all of them.

Janice Barela-Madam County Manager: That's my understanding.

Ryan Schwebach-County Chairman: It's been advertised at the \$2.00. The question is, do we implement that \$2.00, now? Do we wait till July 1st? That's the direction I want to go because then we're done. Moving forward, we can assume that the pay structure is good for this year and work on other things within it. Are we good?

Kevin McCall-County Vice Chair: Yes

Samuel Schropp-County Commissioner: Yes.

Janice Barela-Madam County Manager: I want to make sure this is clear, \$2.00 an hour for the four positions we discussed.

Misty Witt-County Finance Director: The next discussion item we have on your list is, that we wanted to bring to the Commission's attention that upon reviewing the Eagleview Pictometry contract, it appears that there will be \$105,250 at \$90,000 for two years in a row. In year one and year two, the original department request was for \$90,000 to \$100,000 a one-time request. We want to open that up for discussion, it is a two-year contract at \$105,000 each year.

Jesse Lucero-County Assessor: I received an email from Linda Gallegos yesterday afternoon, and I read it. She addressed this concern. We certainly appreciate this Commission's generosity and the Assessor's Office is willing to absorb that additional \$5000. I want to clarify the flyover contract and I believe our Attorney can support us through the contract. This will be our third flyover. The contract is built for two flyovers. We've never done a second flyover in any area. We have the ability to not do a second flyover. Even though the contract is signed, there's a clause that says you don't necessarily have to do a second flight. This is their best practice and that's the way they move it. You can look at all our contracts on the first flyover. In the previous two flights, the Assessor's Office paid for it. We didn't have the funding to pay for it upfront. So, we were on a three-year cycle to pay off the first flyover.

Samuel Schropp-County Commissioner: Would I be correct in thinking that by using the flyovers, you have been able to offset that cost with increased revenues and more efficient tax collection?

Jesse Lucero-County Assessor: That is definitely the case with our current flyover over the mountain communities.

Michael I. Garcia-County Attorney: I looked through it, a minor issue. One of the things that it calls for is for us to indemnify. Under state law, we're not allowed

to do that. If there's still some time when you go back to the folks at Eagleview to maybe get that part stricken from the contract, that'd be helpful.

Jesse Lucero-County Assessor: In both previous contracts, the same language has come up. That has been the concern, and we have sent it back to Eagleview and they have modified that particular issue, and then we signed it.

When I took office, as the Chief Deputy in 2014, one of the practices that anybody in the Assessor's Office appointed, or hourly, every property has to be assessed. When they looked at my property, since they were there, the practices looked at everything in the surrounding area. They happened to look at my parents' home, and my parents' home had not been appraised since 1979. That was in 2014. I believe this flyover will be our third and final payment showing dividends. I noticed because I'm getting phone calls from the people in my district saying, "Why are you raising my taxes"? District One and District Two for all intents and purposes being picked on because that's the most populated portion of our county and in District Three, everyone's gates are locked. This software has taken away all of the obstacles. The software doesn't lie. We're able to do better desktop appraisal. It has shown a return on our investment and then some.

Kevin McCall-County Vice Chair: They sent us the original contract we did the first two years. We asked them to modify it, they modified it. So what contract are you reading?

Jesse Lucero-County Assessor: That's correct. I don't believe that Eagleview changes the language in its standard contract to benefit any state or county. However, when Attorney Garcia goes back and says this will be approved, we have an issue with this. It's been my experience with the last few flyovers, that Eagleview's legal team, makes the correction, reissues the contract, and legal reviews it before any signatures are made.

Ryan Schwebach-County Chairman: Given that, we can do that as approved. I'm good with \$100,000. Are you guys? Good with that?

Kevin McCall-County Vice Chair: Yes.

Samuel Schropp-County Commissioner: Yes.

Misty Witt-County Finance Director: Carol Petri Foundation, I wanted to inform you that we did get the grant agreement for \$50,000. That will be coming before you at the May 22nd meeting for official approval of that grant agreement. We did get another grant agreement for the CWPP Education Outreach grant for FY24. That was one of the Emergency Management teams, grants. We did receive a grant agreement for \$20,000, that will be coming before you at the May 22nd meeting.

Janice Barela-Madam County Manager: That has a \$2,000 match. I'm not sure if that is required in kind or if it will be actual funds, but we'll identify that by the next meeting.

Misty Witt-County Finance Director: We are working on both the debt schedule and the PILT schedule, and we'll get those two schedules to you as well.

Janice Barela-Madam County Manager: As part of picking up the percentage of PERA, it will require a resolution by this Commission and the timeliness of this getting done is very important. This will be before you on the May 22nd agenda. It has to go before the PERA Board and be approved. They only meet at certain times; I believe there is only one meeting before July 1st.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Interim Budget as presented.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

5. Announcement of the next Board of County Commissioners Meeting:
May 22, 2024, at 9:00 AM

6. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 01:52 PM

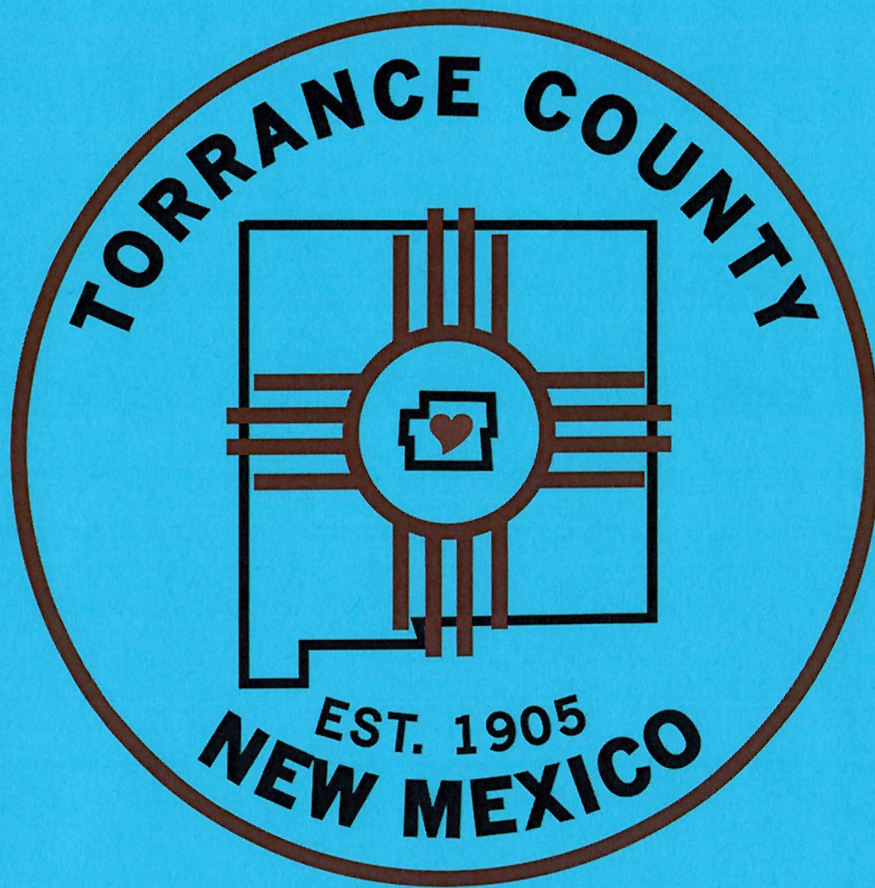
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

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



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 8 C

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
May 22, 2024
9:00 AM

Commissioners Present:

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

Others Present:

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

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the May 22, 2023, Regular Commission Meeting to order at 9:10 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Kevin McCall– County Vice Chair

3. Changes to the Agenda:

Janice Barela-Madam County Manager: I have several requests for changes to the agenda. The first one is item 5A be deferred to the next meeting. Employee of the Quarter, Deputy Alex Schwerdel is attending his child's kindergarten graduation today. The next items 12A and 12B, will be presented by John Ryan,

the Executive Director of New Mexico Southwestern Power Group. Move those items after the adoption of the ordinance, after 10A. We have a public hearing to discuss the Senior Centers Infrastructure Capital Improvement Plan, 13A be placed after 11B. We have a Resolution adopting the Senior Center Infrastructure Capital Improvement Plan. The Sheriff's Office is requesting deferring item 12D.

4. **PROCLAMATION: None**

5. **CERTIFICATES AND AWARDS:**

A. **MANAGER:** Employee of the Quarter - Deputy Alex Schwerdel -**Deferred**

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

7. **PUBLIC COMMENT and COMMUNICATIONS:**

Ryan Schwebach-County Chairman: Item 7, public comment and communications will be limited to two minutes. At the last Commission Meeting, we had several individuals who had recorded statements and then translated them. I'm not going to allow that. They can choose to either translate it or play a recording. I'm not going to give an extra two minutes for the same comments.

Linda Jaramillo-County Clerk: I'd like to inform you that the deadline for requesting an Absentee Ballot was yesterday. Anyone who wants to vote can vote here Early in person, at the Civic Center in Moriarty, or on Election Day from 7:00 am to 7:00 pm. The Early voting sites will close on Saturday, June 1, 2024. I encourage everyone to vote.

Ann Schropp – Resident: It is no secret that Torrance is a very poor county. This county cannot support itself without financial help from the state and federal governments. Our county revenue alone simply cannot cover basic services, which every single person depends upon. We badly need a new firehouse in the EMS building. Congresswoman Stansberry had offered to procure the funding for one if we could be shovel-ready in 30 days. Our county staff worked hard and made that happen. It was pretty much a sure thing. The majority party in the US House of

Representatives decided to change the rules as to what qualifies as a community project and decided that firehouses and EMS facilities should not be considered community projects any longer. Such facilities had previously been qualified. That's how Congresswoman Stansbury got the money for the Town of Moriarty's new firehouse, but they changed the rules, and our funding went out the window. Why am I telling you this? This is the perfect example of the reason this Commission will be far more cautious with spending for the next fiscal year. Depending on what happens on November 5, 2024, we may not have much support to keep Torrance County afloat. I can tell you that these Commissioners would like to give everyone a good competitive wage. The reality of the financial outlook, this year, simply will not allow it. While economics do not trickle down, chaos does. The chaos in the US House of Representatives has trickled down to Torrance County. This is affecting our county employees, but it is the reality we have to deal with.

Cheryl Allen-County Sheriff Executive Assistant: I'm letting you know that this is the last time I will be presenting to the Commission. I am leaving the Sheriff's Office. I wanted to clarify to the Commission, the county staff, and especially members of the public that this has nothing to do with my relationship with the Sheriff or the Sheriff's Office. I love working for the Sheriff and the Sheriff's Office. I have other reasons outside of the Sheriff's Office that compel me to leave. I encourage everyone to continue to support your local Sheriff, he's a good man who deserves support. I also wanted to call out a few names in the Sheriff's Office that deserve recognition including Alex Schwerdel, Ron Saavedra, Lieutenant Ballard, Officer Stocum, and the ladies in the front office. I want everyone to know that it has nothing to do with any ill tidings for the Sheriff or the Sheriff's Office.

*Comments by ZOOM

Indica Simpson: I am the Migrant Assistance Coordinator at United Voices for Newcomer Rights. I am calling for the non-renewal of the ICE contract at the Torrance County Detention Facility. United Voices for Newcomer Rights has received men released from Torrance County at the Albuquerque International Sunport for the last nine months of 2023. I have seen firsthand how Core Civic agents treat people without dignity or due process. I have seen young men with fresh wounds and starving upon release. I have seen them all lose hope and be fearful of seeking asylum even though this is an international human right. Kevin

Ryan and Sam, you'll have the chance to end human suffering in your community by not renewing your contract with ICE and I hope that you do. Thank you.

Sophia Genovese: I am a Managing Attorney at the New Mexico Immigrant Law Center. Two weeks ago you heard the testimony of Benjamin Alonzo. He shared how he suffered a stroke while detained at the Tarrant County Detention Facility. When he was finally taken to the hospital, the doctors were concerned about TCDF's slow medical response to his stroke. He could have died. Days after suffering a stroke, Benjamin was subjected to an immigration court hearing by phone. He was on medication and having just suffered a stroke did not possess the mental faculties to participate in a hearing. He received a deportation order despite the law explicitly forbidding actions like this one. Benjamin has requested to speak with a lawyer multiple times. I tried to respond to those requests. Each time Core Civic and ICE interfered with his right to access counsel. I even went to the hospital to speak with Benjamin and was refused access by Core Civic guards. He was then abruptly removed from the hospital, reportedly against the advice of doctors. He was told he was being taken to TCDF. Instead, he was put on another bus to El Paso and told he would be deported. He was then deported to Mexico despite not even being able to walk. He was deported without his passport and identity documents and stranded in Juarez. He had to sell his walker just to afford food. ICE and Core Civic appear to have worked together to try and cover up Benjamin's situation. There were inspectors at TCDF at the time of this incident. It's no surprise that ICE and Core Civic wanted to deport Benjamin as quickly as possible at the expense of his due process rights. Tarrant County and this Commission continue to be complicit in this behavior. Complicit in significant medical malfeasance that can be costly to the county. We continue to ask this Commission to not renew the detention contract at TCDF. Thank you.

Litzy Miranda: I'm the Spanish-speaking community advocate at United Voices for Newcomer Rights. I'm calling for the non-renewal of the ICE contract at the Tarrant County Detention Facility. As a New Mexican, I want our state to live up to its reputation as a welcoming place. ICE detention is not welcome. Instead, ICE detention at Tarrant has led to due process violations preventing individuals from accessing the legal system. Last year, United Voices for Newcomer Rights visited the Tarrant County Detention Facility where we observed numerous injustices. One notable issue was the presence of blood on the bathroom curtains for which we received no explanation. Additionally, we noticed that many signs throughout the facility including in the doctor's office and library were only in English, even though the majority of the detainees spoke other languages. These individuals are experiencing mental and physical abuse and are not receiving the attention they

deserve. They could be your son, grandfather, uncle, or father. They are fellow human beings who deserve to have their voices heard. I trust that the County Commissioners possess compassion and the ability to enact a meaningful change. Thank you.

Aurora Arreola: I am the Policy Manager at the New Mexico Immigrant Law Center. I'll read a statement from a former client emphasizing his experience at the Torrance County Detention Center. We actively worked with him on this statement. My name is Orlando Santos Evangelista, I was born in Santo Domingo Este, in the Dominican Republic. My father and sister participated in political organizing and activism for the Revolutionary Party of the Dominican Republic. I escaped political and ethnic violence in my home country of the Dominican Republic, and subsequently in Panama, where I lived for a short time after fleeing the Dominican Republic. I entered the United States on July 15, 2022, to seek asylum and was detained at the Torrance County Detention Facility in Estancia, New Mexico. I have personally been treated poorly and yelled at by detention officers. Diaz Torres is also extremely cruel to us once he said who's going to die today so I can get him out. There is a woman who works for Core Civic who locked people out of our unit because she said they were late for bedtime. It was 15 minutes before the lights were supposed to go out. Those who seek psychological treatment in the facility are forced to spend three days alone in a cold dark room following their therapy session and treatment providers will only prescribe sleeping pills to us. These conditions led to the death of one of my friends, a young Brazilian man who wanted only to be deported after months in the detention center but was ultimately never able to go home. He was found hanging from his bed sheets in a cell around August 17, 2022, and died shortly after. Around August 29. After I'd spoken with NMILLC lawyers visiting the detention facility on two occasions, I was visited by guards around 10 pm, who informed me Louis Aguilar, and one other man that we needed to get up and go with them to the medical unit of the facility. I knew that this was a standard procedure preceding deportation. So I refused. Louis Aguilar was indeed deported.

Leo Castaneda: I'm a Policy Advocate with the ACLU of New Mexico. I urge you once the short-term extension is up, not to renew the contract with ICE for civil immigration detention at the Torrance County Detention Facility. As you've heard today, and many times before from many audits and reports that have been conducted at the facility, conditions create tremendous liability for the county. It is only a matter of time before this has serious negative repercussions and another tragic death happens at this facility. We urge you to get out of this, which is risky and results in so much human suffering. Thank you.

Jennifer Wolf-Williams: Executive Director of Humanitarian Outreach for Migrant Emotional Health (HOME) a mental health nonprofit serving asylum seekers. Our professionals are licensed under boards of medicine, psychology, professional counseling, and social work. In the last few years, we've provided mental health assessments for 20 migrants detained in Torrance. Our experts also reviewed internal health records created by Core Civic health professionals. This multisource comprehensive process consistently revealed egregious and punitive practices, lapses in health care, and a culture of dehumanization. Migrants detained in Torrance consistently expressed extreme fear of solitary confinement as punishment for suicidal thoughts or for advocating for better treatment. They reported conditions in solitary that included deprivation, humiliation, and extreme cold. Despite the cold their clothing was taken and replaced with a thin gown that was open on both sides and they were given no blankets or bedding. One of our patients reported being assaulted by officers sustaining severe injuries and being left in solitary without medical care for approximately two and a half days. This time was marked by extreme cold continuous bright lighting and unhygienic conditions due to blood from a previously isolated detainee that remained on the walls, sink, and toilet. Two other patients in separate interviews with their home clinicians, both described being placed in solitary for approximately three days as punishment for requesting improved conditions. As mental health professionals our core value is wellbeing for individuals, communities, and society. Yet our observations revealed that the culture of TCDF is harmful and contributes to the suffering and deteriorating health of persons in their custody. It places staff at risk of perpetration-induced traumatic stress, which will in turn harm the larger community. HOME recommends the release of current detainees to safe communities and the closure of the facility to prevent additional harm.

Ian Philabaum: I work with an Innovation Law Lab Legal Service Provider who has worked at the Torrance County Detention Facility since 2019. I'm reading an excerpt of a statement written last week by a man who is currently detained in Torrance. Being here for me is torture and psychological harm. I've never been imprisoned in a jail. I have been waiting four weeks without a response. I have family in the US waiting for me. Here there is a lot of human rights. Sometimes they don't even take us out for recess. They treat us badly. Many people have their families, their people, they should release people from this prison and immediately they come here and don't listen to us. For me. It's practically a kidnapping. People have positive fear interviews, but our prisoners have human rights. In this detention center, they violate those rights. It is a deception for us. They put us through this process that we did not know about. They don't respect the customary bedtime, they lock us up at seven, even though the paper on the wall says bedtime

is 10. The time for count should be an hour but it is always an hour and a half or two hours. For psychological problems, they give us a pill to sleep with. Some people have three to four months and have asked for their deportation, but they don't give it to them. Sometimes when we ask for water, we wait for six to seven hours. Sometimes we take ice ourselves and put it in the microwave so that we can drink water. I've been here for one month; I have my son and my wife. I have a family to support. It is torture for me here in this country that they say is free. I especially worry about my friends who have been here for three to four months. Thank you.

Anna Trillo: I grew up in District Two of Torrance County, and my family still lives there. I'm currently an Attorney with The New Mexico Immigrant Law Center. I have been to Torrance County Detention Facility many times to visit people who are detained there. First of all, I want to express my disappointment in seeing the extension happen to this contract. I'm going to urge you to please not renew the contract after it expires. I came to the meeting in person back in April and I offered to be willing to speak to any of the Commissioners. I left my statement and my business card with my cell phone number. I never heard back from anyone after hearing that I would get a call from someone to discuss what was going on at Torrance County. With Core Civic one of the things that was discussed with me when I made my public comment was the jobs that it provides. I don't think anyone in Torrance County feels proud of the work they do by working at Core Civic. I think it goes against the values of everyone in our community. We also know that Core Civic is severely understaffed, leading to all these human rights violations that are happening to the people who are being detained. We should instead be focusing on providing jobs that people of Torrance County can be proud of, instead of having to commute out of the area, to find good paying jobs. We need to stop these human rights violations against the people being detained there and consider that our values are being placed at the forefront of the news every single day. This is how you are representing our county by allowing Core Civic to continue in Torrance County and not shutting it down. We continue hearing news of all the bad things that are happening there. At the end of the day, it's you who is being held responsible, and it's you who is making these decisions to continue these contracts. I please urge you not to renew the contract with Core Civic after it expires. Thank you.

Alondra Reyes: I am a first-generation Mexican American. I am an asylum Paralegal and Policy Advocate at the New Mexico Immigrant Law Center. I have personally visited the Torrance County Detention Center several times and spoken with detainees. On my first time visit to the facility last year my two colleagues

and I were met with 200 detainees cramped in a room. These men were all fathers, sons, and husbands filled with a daunting desperation. Their voices were shaky, and their eyes were watery as they described the torturous experiences that they were suffering in detention. A man came limping up to me, he lifted his leg to reveal a broken ankle with the bone slightly protruding through the skin. His eyes were red with exhaustion and hopelessness as he described the complete absence of medical care he was experiencing. Others' voices trembled as they spoke of solitary confinement, physical and verbal abuse inflicted by guards, deaths they had witnessed, and the suicides they contemplated. My experiences at Torrance were extremely painful as they forced me to observe firsthand the racial injustices inflicted on black and brown immigrants. By keeping these detentions open, Torrance County is promoting violence as a means of profit. I urge you to listen to your community and discontinue collaborating with ICE's misanthropic policies. We deserve to live in a community that humanizes immigrants, especially living in a state filled with so many immigrants that make up our community. Thank you.

PJ Podesta: I'm a nonprofit Legal Services Provider, Raul Rayo who was detained by ICE at TCDF and unable to join the meeting today asked me to share this message with the Commission because it's not being permitted to read the translation of this statement. I'll place it in the chat today. Played audio in Spanish.

Samuel Schropp-County Commissioner: I want to clarify what the Chairman said, you can play the recording, or you can read the translation. We wouldn't be doing those back-to-back this time.

8. APPROVAL OF MINUTES:

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall-County Vice Chair: Seconds the motion.

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

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:

A. COMMISSION: Discussion and possible approval of Ordinance No. 2024-01, AN ORDINANCE ADOPTING AN INDUSTRIAL REVENUE BOND POLICY PURSUANT TO THE COUNTY INDUSTRIAL REVENUE BOND ACT, ESTABLISHING APPLICATION REQUIREMENTS AND PROCEDURES, AUTHORIZING THE COUNTY MANAGER TO ENGAGE PROFESSIONALS TO EVALUATE AND ADVISE ON MATTERS RELATED TO THE ISSUANCE OF BONDS AND UNDERLYING LEASE AGREEMENTS WITH PRIVATE COMPANIES, AND ESTABLISHING A FRAMEWORK UNDER WHICH THE BOARD OF COUNTY COMMISSIONERS RECEIVE, CONSIDER AND ACT UPON APPLICATIONS FOR INDUSTRIAL REVENUE BONDS. Public Hearing held on May 8, 2024 (Rob Burpo, First American Financial Advisors, Inc.)

Rob Burpo - Financial Advisor for the County: This is the ordinance that we discussed two weeks ago. In short, it provides the county a mechanism to require anyone who wants to come before the County seeking Industrial Revenue Bonds. First filling out an application sets forth all the parameters of the project that they are looking to do within the County and gives the County information that typically you get upfront with the bigger companies, but sometimes the smaller companies don't provide that right away. It also requires the applicant to deposit \$10,000 to the County that will cover the expenses. By law, the County cannot pay out of pocket for the Industrial Revenue Bond project. It would cover your bond counsel, the county attorney's work on an ancestral revenue bond application, financial advisors, and any other out-of-pocket expenses. In short, what it does is it provides the County with a mechanism to evaluate these projects. Everyone coming before you will have the same standards.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Ordinance No. 2024-01.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

12A. COMMISSION: Discussion and possible approval of the Community Benefits Agreement between El Rio Sol Transmission, LLC, and Torrance County. (Rob Burpo, first American Financial Advisors, Inc., and John Ryan, Executive Director, New Mexico, South Western Power Group)

Rob Burpo - Financial Advisor for the County: I'm introducing Mr. John Ryan, who was the Executive Director of the company doing this project. This project is similar to the SunZia transmission projects that we did back in 2022. This agreement follows closely to that agreement.

John Ryan - Executive Director: We were the original developers of the Sun Zia transmission project, which included two similar transmission lines, both 500 kV transmission lines that shared right of way from Central New Mexico and the eastern terminus in Torrance County and impacted seven different counties in New Mexico and five in Arizona. El Rio Sol is the second line that parallels the SunZia. Our permits and right of way are done. The difference between SunZia and El Rio Sol is that El Rio Sol has alternating current transmission lines. There will be on and off-ramps. We will have Generation in New Mexico that can provide electricity for New Mexico. We are currently planning six substations throughout New Mexico, five substations throughout Arizona that benefit the communities that would-be customers, and the utilities that we would interconnect within New Mexico. It's also important to understand that the El Rio Sol project is a couple of years away from construction. Sun Zia is under construction now; we anticipate that they should be finished by the end of 2026. That's when the El Rio Sol would start our construction on the second line. Our operations would be at the end of 2028. Included in the transmission structure will be broadband opportunities, we'll have two strands of 288 on either side of our poles that would be a middle-mile broadband supplier. We would try to interconnect with as many local telecoms as possible. We want to get to Albuquerque, El Paso, Las Cruces, Tucson, and Phoenix.

We've already employed JSI as our Construction Advisor, we also hired somebody from the broadband office to help us find partners to get to the communities. Our generation is Auga Fria Energy, and Cedarville Wind Farm here in Torrance. We'll also do some solar along the path and allow clean energy generation to go to our communities in New Mexico and Arizona. The community benefit agreement is almost identical to the SunZia agreement in the sense that it is \$1.1 million, \$20,000 a mile of impact in each of the counties in New Mexico. This is an agreement that we present to each of the counties. That would be the same with El Rio Sol. We will have a 2.5% payment within 30 days of the agreement and have another payment of 5% in December of this year, and then two years by the time we get to construction, which should be about 30%. By the time we get to operation, there'll be about 70% of the project. In total, that's about \$1.1 million for Torrance County.

Rob Burpo - Financial Advisor for the County: Like the SunZia agreement, there is a provision in this agreement that requires communication with the County's Emergency Management Office during the term of the agreement. The Emergency Management Office will be aware of any activities. They can be pre-prepared and ready to address any issues that could arise. This document is word for word what we did on the SunZia. For the SunZia project to date, the County has received \$491,495 based on the payment schedule which follows closely along with it.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Community Benefits Agreement between El Rio Sol Transmission, LLC, and Torrance County.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

12B.COMMISSION: Discussion and possible approval of the Road Use Agreement between El Rio Sol Transmission, LLC, and Torrance County. (John Ryan, Executive Director, New Mexico, South Western Power Group)

John Ryan - Executive Director: I visited with Michael Garcia, your attorney. This is a typical road use agreement, very similar to all the road use agreements that SunZia negotiated with each county. This makes sure we have the right roads and agreements about the use and any damages and repair any damage, we have insurance. It describes each of those intricacies relative to a road use agreement. We're looking to make these road use agreements, even though we're not going to construction for a couple of years. In large part, we want light trucks right now to be doing cultural, biological kinds of things. We want the insurance to cover us if there's an accident. We do want to use the roads fairly soon. If for some reason some of the roads you've identified aren't in the road package, we'd be happy to put them in by the time we get to construction. Typically, what we're doing here is very similar to the other counties that have agreed to allow us to go light trucks for now doing some of these assessments.

Samuel Schropp-County Commissioner: A lot of my constituents call and wonder what the benefit is to Torrance County. We're not getting the electricity and all these other things. If you've been listening here today, you've heard that there will be monetary benefits to the County as well as these roads. If you haven't had a chance run out in District Three and look at the roads these projects are building, which are going to stay in place. There are some good roads. They're doing very good work, and they're spending a lot of money on them. That is a direct benefit to the people of Torrance County.

Ryan Schwebach-County Chairman: County Manager, have you heard of any issues with the SunZia roads? I'd like to know if we can rest assured that things are good on that project.

Janice Barela-Madam County Manager: I haven't heard anything regarding SunZia. There have been issues regarding construction with the wind farm portion of it, but not SunZia.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Road Use Agreement between El Rio Sol Transmission, LLC, and Torrance County.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

11. ADOPTION OF RESOLUTION:

A. FINANCE: Discussion and possible approval of Resolution 2024-18, Resolution Authorizing 37.5% Pick-up of PERA Member Contributions.

Misty Witt-County Finance Director: This resolution is coming before you. It's an apparent requirement to implement the 37.5 %-member contribution PERA pickup by the County. This follows along with what was approved on the interim budget. PERA has a board meeting on the 24th. We need to have this turned in to them for the 24th meeting by noon. Their board will review and give final approval.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-18.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

B. FINANCE: Discussion and possible approval of Resolution 2024-19, Budget Adjustments.

Misty Witt-County Finance Director: On Schedule B of this resolution is a breakdown of the budget increase items that we are requesting. We are requesting a total increase in expenses of \$2,843,980. This will be split between several funds. We have some going to the general fund, animal damage, and additional funding that we received. We had some additional donations in the animal shelter, etc. We wanted to make sure we're capturing all these revenues and expenses through this budget increase.

Ryan Schwebach – County Chairman: In looking at telecommunications. I'm seeing the two schedules for \$60,000, please explain that.

Misty Witt-County Finance Director: The telecommunications comes out of the IT budget currently, that's for all of our departments within the 401 funds. The departments outside of the 401 general fund pay for their telecommunications, which does not come out of the IT line item.

Ryan Schwebach – County Chairman: Is that an additional \$60,000?

Tracy Sedillo-Deputy County Manager: It's an additional \$60,000. Telecommunications line item not only covers cell phones, desk phones, and fax lines, it also covers our internet service in the admin building. There are some shared internet costs between several of the buildings. Road, animal shelter, and dispatch are on separate Internet services.

Ryan Schwebach – County Chairman: What is the difference between Schedule A and Schedule B?

Misty Witt-County Finance Director: Schedule A is simply the LGBMS schedule. That's how we report it. The information on both schedules is the same on A and B, it's how it's reported.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-19.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

13A. FINANCE/GRANTS: **Public Hearing** – Discuss the Senior Centers' Infrastructure Capital Improvement Plan (ICIP).

Action Taken:

Ryan Schwebach – County Chairman: Motion to move into Public Hearing.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

9:57 AM

Michael I. Garcia-County Attorney: Do you swear to tell the truth?

Amanda Lujan - Grants Administrator: I do. I'm here to review our submission for the 2026 to 2030 Capital Improvement Plan for our Senior Centers. We have a Senior Center in Mountainair, Moriarity, and Estancia. On the first table, this is what we submitted last year, for our ICP. For 2025, in Moriarty, our first item was the new Senior Center, we were funded \$53,000 for plan and design. Our number one project for Estancia was a building upgrade, we did get some funding for that as well. Our priority for Mountainair was continued building upgrades. We wanted to allow for vehicles in the future. We changed the total amount to \$112,000 for building upgrades and included vehicles for the next couple of years.

Table two, is the current Senior Center capital funding that we have received, meaning that we have contracts IGA from State Aging and Long-Term Services. We are working on these projects. For the Mountainair Senior Center, we have \$176,000 most of which has already been spent. We have another \$158,000 that we just received in around January, which we're working on project management, and then we just received another \$76,000. We've done a lot of work in Mountainair but there is still some work to be done. For Moriarty we've received \$60,000 about \$5000 of that has been spent. We received another \$53,000 but that is very specifically for working with one of our on-call contractors to determine a site location for a new center. That's not upgrading the current building. That is the plan and design of a new center in Moriarty. For the Estancia Center, we received about \$161,000. Those are items we're working on. By the time we got the IGA's, and everything granted, we lost our Facilities Director and there's been a lag in some of that project management and seeing the actual movement of that money. We have time. None of these grants expire for another year or two.

In conversations with Presbyterian Medical Services, Lisa Lujan, and Angie Coburn who are their Regional Director as well as their Senior Services Coordinator. I apologize because I don't know her official title. This is what we put together for this year's Senior Center ICIP. Our number one priority for Moriarty is to get a new center. That will probably continue to be our number one priority for ICIPs for the next several years. The big challenge we're having right now is we want to get that plan and design on the board, so we have a hard number to start at requesting money. We also have building upgrades for the current Moriarty Senior

Center, which is an older building and needs some work to make it accessible for the seniors. In 2027, and 2030. We've also asked for purchasing equipment, and meal delivery vehicles. They are looking at the lifespan of the vehicles that they use to travel and deliver. In 2027 and 2030 they are anticipating new vehicles. For Estancia, we required building upgrades. We included in last year's request \$112,000 for this year for Estancia's building upgrades. What I'm doing now is looking at the application to determine what cost or inflation increases there may be that we still need to cover. For example, when we did this proposal, the parking lot was \$59,000. Then the most recent, what we got was \$80,000. We're trying to compare and make sure we can cover some of that gap in funding with this year's ask. I once again purchased and equipped a meal delivery vehicle. For the current upgrades, we're going to Estancia, mostly exterior parking lot and those types of things. We will eventually need new equipment in the kitchen. That's also included in their long-term planning. In Mountainair, we want to finish the building upgrades project that we're working on right now, they're looking for some kitchen equipment and some renovation for 2026, and 2030, to purchase and equip meal delivery vehicles.

Kevin McCall-County Vice Chair: After hearing this, fellow Commissioners, I don't know if you are more confused or less confused after the presentation that PMS gave us, after seeing what we're on the hook for and what they're on the hook for. I'm even more confused about the relationship with PMS. I find it more important that we get a contract with them.

Ryan Schwebach-County Chairman: I agree with Commissioner McCall, at the last commission meeting we had a lot of things being brought to light.

Amanda Lujan - Grants Administrator: Our operating agreement expires at the end of this fiscal year. That is something I will be presenting to Janice, Tracy, and Michael about where we start with that process, it runs every three to four years.

Ryan Schwebach-County Chairman: I would like a little history on how this county came into partnership with PMS in the first place. That's important to understand how we got there, what those agreements are, and the reasoning behind that. It's important to understand why we did that and understand what the scope of work is expected from the employees, people working there actually bringing the services to our seniors, and go from there.

Kevin McCall-County Vice Chair: I'm in no way trying to overstep my bounds and kick them out. I want them here. I think there needs to be clarity.

Ryan Schwebach-County Chairman: Is there anyone in the gallery or by Zoom who wishes to speak concerning this ICIP? No one's indicated.

Action Taken:

Ryan Schwebach – County Chairman: Motion to move out of Public Hearing.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

10:15 AM

C. FINANCE/GRANTS: Discussion and possible approval of Resolution 2024-20, A Resolution Adopting the FY 2026-2030 Senior Center Infrastructure Capital Improvement Plan (ICIP).

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-20.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

12. APPROVAL

Items 12A and 12B were heard after 10A.

A. COMMISSION: Discussion and possible approval of the Community Benefits Agreement between El Rio Sol Transmission, LLC, and Torrance County. (Rob Burpo, first American Financial Advisors, Inc., and John Ryan, Executive Director, New Mexico, South Western Power Group)

B. COMMISSION: Discussion and possible approval of the Road Use Agreement between El Rio Sol Transmission, LLC, and Torrance County. (John Ryan, Executive Director, New Mexico, South Western Power Group)

C. SHERIFF: Request acceptance of the Law Enforcement Protection Fund (LEPF) distribution for FY2025 from the New Mexico Department of Finance & Administration, equaling \$114,500.

Cheryl Allen-County Sheriff Executive Assistant: The Law Enforcement Protection Fund distribution has been proposed by DFA and for Torrance County at \$114,500 total. This is the amount that we had requested in the application. The base rate as determined by the size of our county was \$95,000. At the time of application, we had 13 certified law enforcement personnel, which brought an additional \$19,500 for a total of \$114,500. The application we had requested will be granted at \$69,500 which will be used for equipment for the Sheriff's Office, and \$45,000 is for training of Law Enforcement Officers. The training is a requirement for this fund, to keep all of our Law Enforcement Officers certified and equipped with the knowledge they need to function properly within our county.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Law Enforcement Protection Fund (LEPF) distribution for FY2025 from the New Mexico Department of Finance & Administration, equaling \$114,500.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

D. SHERIFF: Request approval of General Agreement between the National Park Service, an agency of the United States Department of the Interior,

acting through the Superintendent of Salinas Pueblo Missions National Monument, and the Torrance County Sheriff's Office to provide mutual law enforcement assistance and conduct search and rescue operations on lands within the Park's boundaries within Torrance County. **Deferred**

E. EMERGENCY MANAGEMENT: Request approval of an updated Memorandum of Agreement between Torrance County Emergency Management and the City of Moriarty for the 2024-2025 Emergency Shelter.

Samantha O'Dell-County Emergency Manager: A similar agreement was brought to you in October, at that time, the agreement was for winter sheltering only, for the winter of 2023 to 2024. The reasoning for that was Mayor Hart had requested that we do something just to cover for the winter but did not want to commit the oncoming Mayor to something without them reviewing it. So Mayor Webb and I have reviewed this and have changed it from a winter shelter only to an emergency shelter. That would cover winter, but it would also cover fire, or any other shelter needs at that time. In this, there were also some minor changes as far as the wording for being shelter instead of winter shelter. He asked that we meet annually, this agreement is for one year.

Kevin McCall-County Vice Chair: Has legal reviewed this?

Michael I. Garcia-County Attorney: Yes, I'm reviewing it and don't have any issues. It would be nice to have a few little tort claims understood in it, but I think it's probably something that we can address down the road. I'm okay with it.

Action Taken:

Kevin McCall-County Vice Chair: Motion to approve the updated Memorandum of Agreement between Torrance County Emergency Management and City of Moriarty for 2024-2025 Emergency Shelter.

Ryan Schwebach-County Chairman: Seconds the motion.

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

MOTION CARRIED

F. EMERGENCY MANAGEMENT: Request ratification of 2023-2024 Wildfire Risk Reduction Grant Program Funding Request for \$20,000 through New Mexico Counties for Education and Outreach.

Samantha O’Dell-County Emergency Manager: We brought this to you in February for permission to submit a grant for the 2024-2025 fiscal year. After it was submitted New Mexico Counties contacted me and said that they had so many people apply, we were not going to be getting it. However, they had \$20,000 they wanted to give us for this fiscal year. It’s the same grant but for FY 23-24 with a short turnaround. This is for the go bags that we had discussed. Talking with New Mexico Counties, we need to purchase the items and submit everything before June 30. Then we can hold the workshops. This had a 10% match of \$2,000 which can be done by In-kind.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the ratification of the 2023-2024 Wildfire Risk Reduction Grant Program Funding Request for \$20,000 through New Mexico Counties for Education and Outreach.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

G. EMERGENCY MANAGEMENT: Request approval to accept the Letter of Award presented by NM Counties for Education and Outreach Activities for \$20,000 for FY24. (\$2,000 County in-kind match provided through Emergency Management salaries)

Samantha O’Dell-County Emergency Manager: This is the award letter that we received for the ratification of the grant that you just approved.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Letter of Award presented by NM Counties for Education and Outreach Activities for \$20,000 for FY24. (\$2,000 County in-kind match provided through Emergency Management salaries)

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

H. ANIMAL SERVICES: Request approval of Grant Agreement between Carroll Petrie Foundation and Torrance County for \$50,000 to be used exclusively by Torrance County Animal Services for emergency veterinary care and spay/neuter.

Amanda Lujan - Grants Administrator: This is a grant we requested from the Carroll Petrie Foundation \$50,000, for the SNIPPIT and REACH programs. This will provide emergency medical care and pay for spaying and neutering. This has made a huge difference in animal services and getting animals reclaimed and into homes.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Grant Agreement between Carroll Petrie Foundation and Torrance County for \$50,000 to be used exclusively by Torrance County Animal Services for emergency veterinary care and spay/neuter.

Kevin McCall-County Vice Chair: Seconds the motion.

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

MOTION CARRIED

13. DISCUSSION

A. FINANCE/GRANTS: **Public Hearing** – Discuss the Senior Centers' Infrastructure Capital Improvement Plan (ICIP).

Item heard after 11B.

B. MANAGER'S REPORT:

Janice Barela-Madam County Manager: I want to announce the job openings that we have here in Torrance County. We have a Senior Zoning Enforcement Officer position; this is a new position that the Commissioner approved at the last Commission meeting. 911 Emergency Communications Specialist Supervisor position, Animal Control Officer, Patrol Sergeant, Executive Secretary to the Sheriff, Equipment Operator, 911 Dispatcher, Sheriff's Deputy, clerical float, and the Summer Enrichment Internship program. For more information on those positions, please go to our website.

C. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: Janice and I did ride around with Cabinet Secretary Serna with DOT last Thursday in the rain. It was a great ride around. I told him a lot of our concerns. We went from Moriarty west to the county line on Old 66, back to Moriarity, and went south of Willard. We looked at the re-pavement from Willard out towards Corona. He took lots of notes, it's too early to assume what may or may not happen. I don't comment on Facebook posts often, but I thought it was the neatest post for the signing day of two students at Moriarty High School who signed up for Year Out Mechanical for their union job and apprenticeship.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: I met with Stansbury's Office who wanted to visit about the prison. They have some concerns about the quality of the prison, health care, and access to detainees within the prison if something happens. I had to bring up that if that is a concern for inmates' immigration, then it should be a

concern for taxpaying citizens. I've heavily discussed that this is an issue. A central hospital or an urgent care center, local would be a game changer. I don't think that has any relevance to whether or not this person needs to be in detention. I felt I was well received, and I respected what they had to say. We're going to continue discussions. I made it very clear that I have no intention of not moving forward with Core Civic.

To anyone who's listening. No matter how you look at the issue of immigration in this country it is outside of this country's hands. We also have to admit that detention facilities are necessary within this county. This detention facility is above and beyond many public detention facilities that I have visited throughout the state and other states. This Commission has no authority over immigration. We have no authority over what happens. We have a very safe, sound detention facility, that's run by a private contractor who has a contract with the federal government to hold these immigrants and asylum seekers. That's outside of our control. I'm confident that they are in good condition, would it be ideal? No. You know what would be ideal is that when these true asylum seekers come onto our borders, they're vetted. They are deemed safe to go through the asylum process and become part of the citizens of this country. We don't have control over that. In the meantime, it is necessary we vet potential threats. Regardless of what you're told, or what you think, there are very real threats coming over that border, like it or not. So we must, in my opinion, maintain as much of that safety as we can, and I will continue to do so. Depending upon Stanbury's office positions, I feel that they are listening to it. But again, they're under the pressure of our political, federal government. What one individual can say in front of you isn't necessarily what happens when you get into the mass mob, because this is a movement going far beyond one individual. While many people are asking this Commission to close that prison, that's the easy way out for them, because they feel we can close it. The reality is, this Commission is one of the last blocks for them to destroy a safety mechanism we have within this country.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: I also spoke with Congresswoman Stansbury's staff about prison. I received a document written by sociologists from Leonardo Castaneda about decarceration, which is a theory that we have prisons, so we must fill them. In reading that, I was reminded of 2019/2020 defund the police and abolish the police. I gave that about as much credence as I did defund

the police. I had a hard time in that meeting. There were a lot of frustrations that came out, the frustrations that everyone in this building felt, as we were called racist, inhumane, and heartless. That came out in my discussion with John Moore, Deputy District Manager for Congresswoman Stanbury's office, who is a proponent of dignity, not detention. He and I had a very frank and blunt conversation about what I've learned in the prison. I've learned over the past year from Customs and Border Patrol, in reading ICE and spending time with the Venezuelan family and in the prison. I can tell you that our voices were heard.

As you've all heard, the funding for the new Fire Station/EMS facility fell through. That was due to a change of leadership in Congress, and a rewriting of the House rules. Kevin McCarthy's rules were different than Speaker Johnson's rules. Under speaker Johnson's rules, firehouses no longer qualify as a community funding project. I explained to Congresswoman Stanbury's staff, that in this building are the people who are trying to deal with the dysfunction in Congress. This money trickles down, the rules are changed, and the money goes away. There we are standing in this building trying to figure out what's going on. So now, you may have a better understanding of why this Commission has been very cautious with the budget this year and why I agreed to the things that I have agreed to. In particular, no monetary raise, but an enhancement to your benefits package.

I can tell you that we did not miss out on this money because we were not prepared. I got a call from Jacob Trujillo. with an offer of this money. I contacted Mrs. Sedillo and Mrs. Barela, and they jumped right in the middle of it and worked hard to prepare for this. This was not only a disappointment for a million of the Fire and EMS people, but this was a disappointment for everybody in this building who put so much of themselves and so many hours into preparing and putting it together. I commend them for that. When we talked about this Commission directing the County Manager to apply for the big-ticket item, I said that we also had to be prepared to move the base runners. Madam County Manager and I will be meeting on the phone with Senator Stefanics tomorrow to find out how we can do small projects that will support Fire and EMS.

14. EXECUTIVE SESSION:

**15. Announcement of the next Board of County Commissioners Meeting:
June 12, 2024, at 9:00 AM**

16. **Signing of Official Documents.**

17. **Adjourn.**

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

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

MOTION CARRIED

The meeting adjourned at 11:52 AM

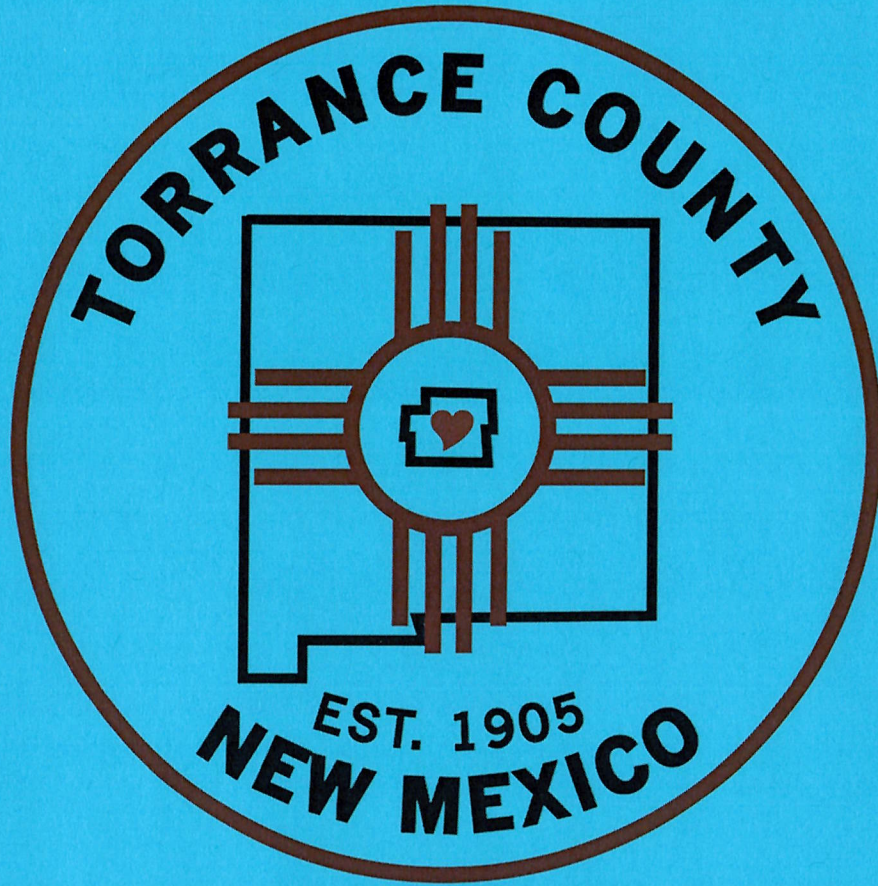
Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

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



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 9 A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **June 12, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **2,721,385.86**

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

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



Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	05/18/2024 to 06/05/2024	Total Payments: 185
Total Checks:	119	Checks: 128697 to 128815
Voided Checks:	5	Checks: 126020, 128122, 128419, 128581, 128687
Bank Drafts:	8	BD: DFT0000804, DFT0000805, DFT0000806, DFT0000807, DFT0000808, DFT0000809, DFT0000810, DFT0000811
Electronic Fund Transfers:	6	EFT: 215 TO 219 (220 VOIDED)
Total of Payments Issued:	\$2,721,385.86	



Torrance County, NM

Check Report

By Check Number

Date Range: 05/18/2024 - 06/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
418	COLUMBUS BANK AND TRUST	05/22/2024	EFT	0.00	777.64	215
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003504	Invoice	05/23/2024	Flex Plan	0.00	777.64	
	401-000-9001		Payroll Liabilities		777.64	
4832	PRESBYTERIAN HEALTH PLAN	05/22/2024	EFT	0.00	51,055.36	216
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003516	Invoice	05/23/2024	Presbyterian Health Insurance	0.00	44,987.82	
	401-000-9001		Payroll Liabilities		44,987.82	
INV0003517	Invoice	05/23/2024	Presbyterian Health Insurance	0.00	6,067.54	
	401-000-9001		Payroll Liabilities		6,067.54	
5189	SUNRISE BANK	05/22/2024	EFT	0.00	1,796.70	217
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003519	Invoice	05/23/2024	Sunrise Loan	0.00	1,796.70	
	401-000-9001		Payroll Liabilities		1,796.70	
1232	CORECIVIC INC.	05/29/2024	EFT	0.00	2,298,152.42	218
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCSO-ICE 042024	Invoice	05/29/2024	APR 2024 ICE HOUSING	0.00	2,184,759.43	
	825-070-2172		CARE OF INMATES		2,184,759.43	
USMS 042024	Invoice	05/29/2024	APR 2024 USMS HOUSING/TRANS	0.00	113,392.99	
	825-070-2172		CARE OF INMATES		105,162.59	
	825-070-2172		CARE OF INMATES		8,230.40	
4409	STATE OF NEW MEXICO	05/29/2024	EFT	0.00	1,578.00	219

Check Report

Date Range: 05/18/2024 - 06/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024.04.30	Invoice	05/28/2024	Children's TR Fund Collections 08/22 to 0	0.00	1,578.00	
	417-020-2409	CHILDREN'S TRUST FUND	JUN 2023 DISBURSEMENT		75.00	
	417-020-2409	CHILDREN'S TRUST FUND	FEB 2023 DISBURSEMENT		30.00	
	417-020-2409	CHILDREN'S TRUST FUND	MAR 2023 DISBURSEMENT		60.00	
	417-020-2409	CHILDREN'S TRUST FUND	MAY 2023 DISBURSEMENT		135.00	
	417-020-2409	CHILDREN'S TRUST FUND	FEB 2024 DISBURSEMENT		135.00	
	417-020-2409	CHILDREN'S TRUST FUND	JUL 2023 DISBURSEMENT		90.00	
	417-020-2409	CHILDREN'S TRUST FUND	OCT 2022 DISBURSEMENT		120.00	
	417-020-2409	CHILDREN'S TRUST FUND	AUG 2023 DISBURSEMENT		210.00	
	417-020-2409	CHILDREN'S TRUST FUND	AUG 2022 DISBURSEMENT		105.00	
	417-020-2409	CHILDREN'S TRUST FUND	MAR 2024 DISBURSEMENT		48.00	
	417-020-2409	CHILDREN'S TRUST FUND	NOV 2023 DISBURSEMENT		45.00	
	417-020-2409	CHILDREN'S TRUST FUND	SEP 2023 DISBURSEMENT		120.00	
	417-020-2409	CHILDREN'S TRUST FUND	JAN 2024 DISBURSEMENT		15.00	
	417-020-2409	CHILDREN'S TRUST FUND	DEC 2023 DISBURSEMENT		60.00	
	417-020-2409	CHILDREN'S TRUST FUND	SEP 2022 DISBURSEMENT		105.00	
	417-020-2409	CHILDREN'S TRUST FUND	APR 2024 DISBURSEMENT		45.00	
	417-020-2409	CHILDREN'S TRUST FUND	APR 2023 DISBURSEMENT		60.00	
	417-020-2409	CHILDREN'S TRUST FUND	OCT 2023 DISBURSEMENT		90.00	
	417-020-2409	CHILDREN'S TRUST FUND	DEC 2022 DISBURSEMENT		15.00	
	417-020-2409	CHILDREN'S TRUST FUND	NOV 2022 DISBURSEMENT		15.00	
	Void	05/29/2024	EFT	0.00	0.00	220
419	AFLAC	05/22/2024	Regular	0.00	-2,953.86	126020
VEN01187	Dearborn Life Insurance Company	05/22/2024	Regular	0.00	-832.82	128122
VEN01229	LUJAN, AMANDA	05/21/2024	Regular	0.00	-201.60	128419
4846	HORIZONS OF NEW MEXICO	05/29/2024	Regular	0.00	-27.56	128581
2074	U.S. POSTMASTER	05/20/2024	Regular	0.00	-152.00	128687
419	AFLAC	05/22/2024	Regular	0.00	2,183.96	128697
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003461	Invoice	05/09/2024	Aflac	0.00	762.22	
	401-000-9001	Payroll Liabilities	Aflac		762.22	
INV0003462	Invoice	05/09/2024	Aflac	0.00	329.76	
	401-000-9001	Payroll Liabilities	Aflac		329.76	
INV0003495	Invoice	05/23/2024	Aflac	0.00	762.22	
	401-000-9001	Payroll Liabilities	Aflac		762.22	
INV0003496	Invoice	05/23/2024	Aflac	0.00	329.76	
	401-000-9001	Payroll Liabilities	Aflac		329.76	
5450	AMAZON BUSINESS	05/22/2024	Regular	0.00	82.00	128698
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1TJK-DYXR-CM6D	Invoice	05/16/2024	Deputy Pants	0.00	82.00	
	410-050-2222	SUPPLIES - FIELD SUPPLIE	32x30 Pants		82.00	
4818	AMBITIONS TECHNOLOGY GROUP LLC	05/22/2024	Regular	0.00	1,529.44	128699
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12605	Invoice	05/20/2024	OptiPlex 7000 Desktop Computer for Distr	0.00	1,529.44	
	406-091-2219	SUPPLIES - GENERAL OFFI	Fixed fee labor service/provisio		375.60	
	406-091-2219	SUPPLIES - GENERAL OFFI	OptiPlex 7000 Desktop Comput		1,250.20	
	406-091-2219	SUPPLIES - GENERAL OFFI	CES-Dell Discount 10% 2021-19-		-125.00	
	406-091-2219	SUPPLIES - GENERAL OFFI	Tax on Labor		28.64	
4818	AMBITIONS TECHNOLOGY GROUP LLC	05/22/2024	Regular	0.00	156.93	128700

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12561	Invoice	05/20/2024	Annual Subscription for Badge Printer So	0.00	156.93	
	401-014-2269		SUBSCRIPTIONS & DUES		156.93	
5408	BANK OF AMERICA	05/22/2024	Regular	0.00	1,050.00	128701
1065	Invoice	05/21/2024	Pallets of pet foods and supplies	0.00	1,050.00	
	430-082-2223		SUPPLIES - KENNEL		700.00	
	430-082-2223		SUPPLIES - KENNEL		150.00	
	430-082-2223		SUPPLIES - KENNEL		200.00	
5408	BANK OF AMERICA	05/22/2024	Regular	0.00	339.92	128702
160863827	Invoice	05/21/2024	Floor fans	0.00	339.92	
	401-082-2218		MAINTENANCE & REPAIR		39.94	
	401-082-2218		MAINTENANCE & REPAIR		299.98	
5604	BRAYCON COMPANIES, LLC	05/22/2024	Regular	0.00	3,918.13	128703
Inv #28	Invoice	05/22/2024	Braycon Lyndsi Donner FY24	0.00	3,918.13	
	635-055-2402		GRANT MATCHING		288.13	
	635-068-2272		CONTRACT - PROFESSION		3,630.00	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	289.99	128704
05.2024 0701	Invoice	05/21/2024	Sheriff Monthly electric bill	0.00	289.99	
	401-050-2208		UTILITIES - ELECTRICITY		289.99	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	186.55	128705
05.2024 7505	Invoice	05/21/2024	Monthly Electric FY24	0.00	186.55	
	604-083-2208		UTILITIES - ELECTRICITY		186.55	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	2,333.08	128706
05.2024 3000	Invoice	05/20/2024	Monthly Electric for FY24	0.00	2,333.08	
	401-015-2208		UTILITIES - ELECTRICITY		2,333.08	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	2,212.70	128707
05.2024 9001	Invoice	05/21/2024	Judicial Monthly electric bill	0.00	2,212.70	
	401-016-2208		UTILITIES - ELECTRICITY		2,212.70	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	207.45	128708
05.2024 2801	Invoice	05/21/2024	Health dept monthly electric bill	0.00	207.45	
	401-024-2208		UTILITIES - ELECTRICITY		207.45	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	388.53	128709

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 9100	Invoice	05/21/2024	Dist 2 Monthly electric bill	0.00	388.53	
	406-091-2208		UTILITIES - ELECTRICITY Dist 2 Monthly electric bill- 910		388.53	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	59.26	128710
05.2024 9300	Invoice	05/21/2024	Monthly Electric bill	0.00	59.26	
	401-021-2208		UTILITIES - ELECTRICITY Monthly Electric bill		59.26	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	550.12	128711
05.2024 4400	Invoice	05/21/2024	Dist 3 Monthly electric bill	0.00	550.12	
	408-091-2208		UTILITIES - ELECTRICITY Dist 3 Monthly electric bill- 510		387.57	
	408-091-2208		UTILITIES - ELECTRICITY Dist 3 Monthly electric bill- 440		23.79	
	408-091-2208		UTILITIES - ELECTRICITY Dist 3 Monthly electric bill- 870		138.76	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	234.58	128712
05.2024 1201	Invoice	05/20/2024	Moriarty Senior Center monthly elec bill	0.00	234.58	
	401-037-2208		UTILITIES - ELECTRICITY Moriarty Senior Center monthly		234.58	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	83.15	128713
05.2024 8001	Invoice	05/21/2024	MCINTOSH SENIOR CENTER ELECTRICITY	0.00	83.15	
	401-089-2208		UTILITIES - ELECTRICITY MCINTOSH SENIOR CENTER ELE		83.15	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	325.64	128714
05.2024 7901	Invoice	05/20/2024	Mountainair Senior Center Monthly elec	0.00	325.64	
	401-027-2208		UTILITIES - ELECTRICITY Mtair Senior Center Monthly ele		325.64	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	276.92	128715
05.2024 3806	Invoice	05/20/2024	Road Monthly Electric bill	0.00	276.92	
	402-060-2208		UTILITIES - ELECTRICITY Road Monthly Electric bill		276.92	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	164.89	128716
05.2024 4000	Invoice	05/22/2024	Dist 4 Monthly electric bill	0.00	164.89	
	409-091-2208		UTILITIES - ELECTRICITY Dist 4 Monthly electric bill- 400		64.98	
	409-091-2208		UTILITIES - ELECTRICITY Dist 4 Monthly electric bill- 270		99.91	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	74.92	128717
05.2024 9301	Invoice	05/21/2024	Dist 6 Monthly electric bill	0.00	74.92	
	418-091-2208		UTILITIES - ELECTRICITY Dist 6 Monthly electric bill		74.92	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	373.37	128718

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 3300	Invoice	05/21/2024	cn	0.00	373.37	
	405-091-2208	UTILITIES - ELECTRICITY	Dist 5 Monthly Elec bill- 1701		196.16	
	405-091-2208	UTILITIES - ELECTRICITY	Dist 5 Monthly Elec bill- 3300		28.31	
	405-091-2208	UTILITIES - ELECTRICITY	Dist 5 Monthly Elec bill- 3200		148.90	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	203.10	128719
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 4503	Invoice	05/21/2024	Monthly Electric FY24	0.00	203.10	
	604-083-2208	UTILITIES - ELECTRICITY	Monthly Electric FY24- 4503		203.10	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	93.43	128720
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 6000	Invoice	05/21/2024	Dist 1 Monthly electric bill	0.00	93.43	
	407-091-2208	UTILITIES - ELECTRICITY	Dist 1 Monthly electric bill -600		46.48	
	407-091-2208	UTILITIES - ELECTRICITY	Dist 1 Monthly electric bill -510		25.20	
	407-091-2208	UTILITIES - ELECTRICITY	Dist 1 Monthly electric bill -251		21.75	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	369.72	128721
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 6900	Invoice	05/20/2024	Fairgrounds Monthly electric bill	0.00	369.72	
	401-053-2208	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill		23.48	
	401-053-2208	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill		101.78	
	401-053-2208	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill		180.80	
	401-053-2208	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill		35.89	
	401-053-2208	UTILITIES - ELECTRICITY	Fairgrounds Monthly electric bill-		27.77	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	1,261.45	128722
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 1300	Invoice	05/21/2024	Monthly Electric bill	0.00	1,261.45	
	413-091-2208	UTILITIES - ELECTRICITY	Monthly Electric bill- fire		420.48	
	911-080-2208	UTILITIES - ELECTRICITY	Monthly Electric bill- 5500		58.96	
	911-080-2208	UTILITIES - ELECTRICITY	Monthly Electric bill- 1500		602.20	
	911-080-2208	UTILITIES - ELECTRICITY	Monthly Electric bill- 1300		179.81	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	343.56	128723
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 9702	Invoice	05/20/2024	Estancia Senior Center monthly elec bill	0.00	343.56	
	401-036-2208	UTILITIES - ELECTRICITY	Estancia Senior Center mothly el		343.56	
106	CENTRAL NM ELECTRIC COOP.	05/22/2024	Regular	0.00	316.74	128724
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024 4401	Invoice	05/21/2024	Monthly Electric FY24	0.00	316.74	
	401-082-2208	UTILITIES - ELECTRICITY	Monthly Electric FY24		316.74	
2534	CHILD SUPPORT ENFORCEMENT DIVS	05/22/2024	Regular	0.00	234.00	128725
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003499	Invoice	05/23/2024	Child Support	0.00	234.00	
	401-000-9001	Payroll Liabilities	Child Support		234.00	
4270	COLONIAL LIFE	05/22/2024	Regular	0.00	611.19	128726

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003466	Invoice	05/09/2024	Colonial	0.00	56.23	
	401-000-9001	Payroll Liabilities	Colonial		56.23	
INV0003467	Invoice	05/09/2024	Colonial Post tax	0.00	231.26	
	401-000-9001	Payroll Liabilities	Colonial Post tax		231.26	
INV0003500	Invoice	05/23/2024	Colonial	0.00	67.27	
	401-000-9001	Payroll Liabilities	Colonial		67.27	
INV0003501	Invoice	05/23/2024	Colonial Post tax	0.00	256.43	
	401-000-9001	Payroll Liabilities	Colonial Post tax		256.43	
VEN01230	CTRL-P Inc	05/22/2024	Regular	0.00	900.00	128727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024-9497	Invoice	05/20/2024	Publication for 2024 Primary Election	0.00	900.00	
	401-021-2221	PRINTING/PUBLISHING/A	Publication for 2024 Primary Ele		900.00	
4383	DE LAGE LANDEN FINANCIAL SERVICE	05/22/2024	Regular	0.00	308.37	128728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
82577787	Invoice	05/21/2024	TREASURER'S COPIER LEASE	0.00	308.37	
	401-030-2284	EQUIPMENT LEASES	TREASURER'S COPIER LEASE		308.37	
VEN01187	Dearborn Life Insurance Company	05/22/2024	Regular	0.00	839.21	128729
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003463	Invoice	05/09/2024	VISION INSURANCE	0.00	345.27	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		345.27	
INV0003464	Invoice	05/09/2024	VISION POST TAX	0.00	61.96	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		61.96	
INV0003497	Invoice	05/23/2024	VISION INSURANCE	0.00	370.02	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		370.02	
INV0003498	Invoice	05/23/2024	VISION POST TAX	0.00	61.96	
	401-000-9001	Payroll Liabilities	VISION INSURANCE		61.96	
4834	DELTA DENTAL OF NEW MEXICO INC	05/22/2024	Regular	0.00	4,825.28	128730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003468	Invoice	05/09/2024	Dental Insurance	0.00	1,756.93	
	401-000-9001	Payroll Liabilities	Dental Insurance		1,756.93	
INV0003469	Invoice	05/09/2024	Dental Insurance	0.00	413.55	
	401-000-9001	Payroll Liabilities	Dental Insurance		413.55	
INV0003502	Invoice	05/23/2024	Dental Insurance	0.00	2,241.25	
	401-000-9001	Payroll Liabilities	Dental Insurance		2,241.25	
INV0003503	Invoice	05/23/2024	Dental Insurance	0.00	413.55	
	401-000-9001	Payroll Liabilities	Dental Insurance		413.55	
4705	DOUBLE H AUTO	05/22/2024	Regular	0.00	10,810.79	128731
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
083433	Invoice	05/20/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	11.99	
	402-060-2201	MAINTENANCE & REPAIR	Parts,belts,towels, bulbs, fluids,		11.99	
083441	Invoice	05/20/2024	Supplies,belts,filters,batteries,bolts,oil,flui	0.00	87.98	
	402-060-2201	MAINTENANCE & REPAIR	Supplies,belts,filters,batteries,b		87.98	
083509	Invoice	05/20/2024	Supplies,belts,filters,batteries,bolts,oil,flui	0.00	203.44	
	402-060-2201	MAINTENANCE & REPAIR	Supplies,belts,filters,batteries,b		203.44	
083569	Invoice	05/21/2024	Supplies,belts,filters,batteries,bolts,oil,flui	0.00	87.38	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	402-060-2201	MAINTENANCE & REPAIR	Supplies,belts,filters,batteries,b		87.38	
589945	Invoice	05/20/2024	4 post lift	0.00	10,420.00	
	402-060-2218	MAINTENANCE & REPAIR	4 post lift		10,420.00	
2554	EPCOR USA, INC.	05/22/2024	Regular	0.00	107.20	128732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05.2024	Invoice	05/21/2024	Monthly water dist 2	0.00	107.20	
	406-091-2210	UTILITIES - WATER	Monthly water dist 2		107.20	
51	ESTANCIA, TOWN OF	05/22/2024	Regular	0.00	1,244.98	128733
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04.2024 249	Invoice	05/21/2024	Monthly water bill	0.00	449.25	
	401-015-2210	UTILITIES - WATER	Monthly water bill-1112		449.25	
04.2024 279	Invoice	05/21/2024	Monthly water bill	0.00	123.98	
	401-024-2210	UTILITIES - WATER	Monthly water bill		123.98	
04.2024 284	Invoice	05/21/2024	Monthly water bill	0.00	127.94	
	401-036-2210	UTILITIES - WATER	Monthly water bill		127.94	
04.2024 600	Invoice	05/21/2024	Monthly water bill	0.00	50.36	
	401-053-2210	UTILITIES - WATER	Monthly water bill- 750		50.36	
04.2024 654	Invoice	05/21/2024	Monthly Water bill	0.00	271.78	
	401-016-2210	UTILITIES - WATER	Monthly Water bill		271.78	
04.2024 655	Invoice	05/21/2024	Monthly water bill	0.00	144.25	
	401-050-2210	UTILITIES - WATER	Monthly water bill- 1380		144.25	
04.2024 727	Invoice	05/21/2024	Monthly water bill	0.00	77.42	
	401-053-2210	UTILITIES - WATER	Monthly water bill- 291		77.42	
5359	GALLAGHER BENEFIT SERVICES, INC.	05/22/2024	Regular	0.00	2,754.00	128734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
312529	Invoice	05/21/2024	FY2024 Consulting Services	0.00	2,754.00	
	401-014-2272	CONTRACT - PROFESSION	FY2024 Consulting Services		2,754.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	05/22/2024	Regular	0.00	222.00	128735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003471	Invoice	05/09/2024	Globe Life Insurance	0.00	101.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		101.00	
INV0003505	Invoice	05/23/2024	Globe Life Insurance	0.00	121.00	
	401-000-9001	Payroll Liabilities	Globe Life Insurance		121.00	
214	HART'S TRUSTWORTHY HARDWARE	05/22/2024	Regular	0.00	209.94	128736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B548774	Invoice	05/21/2024	Shovels and Rakes	0.00	209.94	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	Poly Leaf Rake		31.98	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	Shovel Rnd Pt		71.98	
	401-050-2222	SUPPLIES - FIELD SUPPLIE	Shovel XFER		105.98	
214	HART'S TRUSTWORTHY HARDWARE	05/22/2024	Regular	0.00	25.70	128737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B547907	Invoice	05/20/2024	Hart's Open PO 04/2024 to 05/2024	0.00	25.70	
	405-091-2248	SUPPLIES - SAFETY	Hart's Open PO 04/2024 to 05/2		25.70	
4846	HORIZONS OF NEW MEXICO	05/22/2024	Regular	0.00	27.56	128738

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Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount		
SINV040468	05/21/2024	Document Destruction	0.00	27.56	
		CONTRACT-OTHER SERVI		27.56	
4846	05/22/2024	Regular	0.00	27.56	128739
SIV040467	05/21/2024	Document Destruction Services	0.00	27.56	
		CONTRACTS OTHER SERVI		4.43	
		CONTRACTS OTHER SERVI		23.13	
VEN01326	05/22/2024	Regular	0.00	33.60	128740
24-01580	05/01/2024	CRYSTAL SALAS CARDS	0.00	33.60	
		PRINTING/PUBLISHING/A		33.60	
5595	05/22/2024	Regular	0.00	3,085.00	128741
411491	05/21/2024	CellHawk Subscription	0.00	3,085.00	
		OTHER SERVICES		3,085.00	
4339	05/22/2024	Regular	0.00	1,491.28	128742
INV0003473	05/09/2024	Liberty Life Insurance	0.00	311.23	
		Payroll Liabilities		311.23	
INV0003474	05/09/2024	Liberty Life Insurance	0.00	309.10	
		Payroll Liabilities		309.10	
INV0003475	05/09/2024	Liberty Life Insurance	0.00	40.67	
		Payroll Liabilities		40.67	
INV0003507	05/23/2024	Liberty Life Insurance	0.00	303.93	
		Payroll Liabilities		303.93	
INV0003508	05/23/2024	Liberty Life Insurance	0.00	483.98	
		Payroll Liabilities		483.98	
INV0003509	05/23/2024	Liberty Life Insurance	0.00	42.37	
		Payroll Liabilities		42.37	
VEN01183	05/22/2024	Regular	0.00	3,455.53	128743
CM0000146	04/24/2024	MET LIFE LTD	0.00	-4.86	
		Payroll Liabilities		-4.86	
CM0000147	04/24/2024	Metlife employer	0.00	-4.35	
		Payroll Liabilities		-4.35	
INV0003441	04/24/2024	MET LIFE LTD	0.00	4.86	
		Payroll Liabilities		4.86	
INV0003442	04/24/2024	Metlife employer	0.00	4.35	
		Payroll Liabilities		4.35	
INV0003476	05/09/2024	MET LIFE LTD	0.00	724.50	
		Payroll Liabilities		724.50	
INV0003477	05/09/2024	Metlife employer	0.00	529.96	
		Payroll Liabilities		529.96	
INV0003478	05/09/2024	Metropolitan Supplemental Life	0.00	6.36	
		Payroll Liabilities		6.36	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0003510	Invoice 401-000-9001	05/23/2024	MET LIFE LTD Payroll Liabilities	0.00	1,645.33	
INV0003511	Invoice 401-000-9001	05/23/2024	Metlife employer Payroll Liabilities	0.00	543.02	
INV0003512	Invoice 401-000-9001	05/23/2024	Metropolitan Supplemental Life Payroll Liabilities	0.00	6.36	
1139	MOUNTAINAIR, TOWN OF	05/22/2024	Regular	0.00	585.66	128744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
05.2024	Invoice 401-027-2209 401-027-2210	05/21/2024	Utilities- Water/Gas UTILITIES - NATURAL GAS UTILITIES - WATER	0.00	585.66 476.00 109.66	
VEN01303	MWI VETERINARY SUPPLY CO	05/22/2024	Regular	0.00	150.24	128745
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
54422146	Invoice 401-082-2115	05/16/2024	Pharmacy supplies SUPPLIES - PHARMACY	0.00	150.24 150.24	
VEN01303	MWI VETERINARY SUPPLY CO	05/22/2024	Regular	0.00	389.55	128746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
54423081	Invoice 401-082-2115	05/20/2024	Pharmacy supplies SUPPLIES - PHARMACY	0.00	389.55 389.55	
VEN01303	MWI VETERINARY SUPPLY CO	05/22/2024	Regular	0.00	380.28	128747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
54422279	Invoice 401-082-2115	05/20/2024	Pharmacy supplies SUPPLIES - PHARMACY	0.00	380.28 380.28	
177	NEW MEXICO COUNTIES	05/22/2024	Regular	0.00	275.00	128748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24-01644	Invoice 401-040-2266	05/21/2024	CONFERENCE IN SAN MIGUEL COUNTY EMPLOYEE TRAINING	0.00	275.00 275.00	
4987	NEW YORK LIFE	05/22/2024	Regular	0.00	304.28	128749
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003480	Invoice 401-000-9001	05/09/2024	New York Life Insurance Payroll Liabilities	0.00	67.17 67.17	
INV0003481	Invoice 401-000-9001	05/09/2024	New York Life Insurance Payroll Liabilities	0.00	84.97 84.97	
INV0003514	Invoice 401-000-9001	05/23/2024	New York Life Insurance Payroll Liabilities	0.00	67.17 67.17	
INV0003515	Invoice 401-000-9001	05/23/2024	New York Life Insurance Payroll Liabilities	0.00	84.97 84.97	
1096	NM RETIREE HEALTH-CARE AUTHORI	05/22/2024	Regular	0.00	6,204.63	128750
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003518	Invoice 401-000-9001	05/23/2024	Retiree Health Care Payroll Liabilities	0.00	6,204.63 6,204.63	
VEN01298	PHIL LONG FORD OF RATON LLC	05/22/2024	Regular	0.00	61,674.00	128751

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
13906	VIn#07454	05/14/2024	Price Agreement Purchase/NMSPA 00-00	0.00	61,674.00	
	803-059-2627		G3048 TC EMS VEHICLE P Option T Skid Plates		300.00	
	803-059-2627		G3048 TC EMS VEHICLE P Option AI Machine Aluminum		500.00	
	803-059-2627		G3048 TC EMS VEHICLE P Item 5 Utility Vehicle Full Size T		46,872.00	
	803-059-2627		G3048 TC EMS VEHICLE P Option A Four Wheel Drive		6,042.00	
	803-059-2627		G3048 TC EMS VEHICLE P Option Y Tow Package		1,750.00	
	803-059-2627		G3048 TC EMS VEHICLE P Option AH Running Boards		795.00	
	803-059-2627		G3048 TC EMS VEHICLE P 5yr / 150000m Factory Premiu		5,085.00	
	803-059-2627		G3048 TC EMS VEHICLE P Two sets Extra Keys NMSPA 00-		330.00	
2021	PRE-PAID LEGAL SERVICES, INC	05/22/2024	Regular	0.00	585.25	128752
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003472	Invoice	05/09/2024	Legal Shield	0.00	292.67	
	401-000-9001		Payroll Liabilities		292.67	
INV0003506	Invoice	05/23/2024	Legal Shield	0.00	292.58	
	401-000-9001		Payroll Liabilities		292.58	
3859	PRUDENTIAL OVERALL SUPPLY	05/22/2024	Regular	0.00	235.87	128753
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450721141	Invoice	05/20/2024	Uniforms	0.00	235.87	
	402-060-2236		SUPPLIES - UNIFORMS		235.87	
VEN01112	QUICK MED CLAIMS LLC	05/22/2024	Regular	0.00	508.22	128754
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV36204	Invoice	05/21/2024	QMC Medical Billing Services FY24	0.00	508.22	
	416-083-2271		CONTRACT - OTHER SERV QMC Medical Billing Services FY		508.22	
5572	RAH Intermediate, LLC	05/22/2024	Regular	0.00	273.37	128755
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
245636	Invoice	05/16/2024	Vaccines	0.00	273.37	
	401-082-2115		SUPPLIES - PHARMACY Vaccines with polar box and shi		273.37	
VEN01156	SANCHEZ, JAVIER ERNESTO	05/22/2024	Regular	0.00	9.18	128756
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
307055	Invoice	05/22/2024	Admin open P/O Fy-24	0.00	9.18	
	401-015-2215		MAINTENANCE & REPAIR Admin open P/O Fy-24		9.18	
5279	SANTA FE COUNTY	05/22/2024	Regular	0.00	679.00	128757
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TOR-4-2024	Invoice	05/16/2024	SF April Inmate Housing	0.00	679.00	
	420-070-2172		CARE OF INMATES SF April Inmate Housing		679.00	
5426	SENERGY PETROLEUM, LLC	05/22/2024	Regular	0.00	6,022.65	128758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-814257	Invoice	05/20/2024	Fuel for Road Fleet	0.00	6,022.65	
	402-060-2202		SUPPLIES - VEHICLE FUEL Fuel for Road Fleet NMSWPA		6,022.65	
5072	SMITH, EMERY	05/22/2024	Regular	0.00	159.25	128759

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN0003493	Invoice	05/15/2024	Reimbursement for SCBA Eyeglass Replac	0.00	159.25	
	405-091-2248		SUPPLIES - SAFETY		-11.00	
	405-091-2248		SUPPLIES - SAFETY		70.00	
	405-091-2248		SUPPLIES - SAFETY		25.00	
	405-091-2248		SUPPLIES - SAFETY		12.25	
	405-091-2248		SUPPLIES - SAFETY		-32.00	
	405-091-2248		SUPPLIES - SAFETY		25.00	
	405-091-2248		SUPPLIES - SAFETY		70.00	
5323	SOUTHWEST COPY SYSTEMS	05/22/2024	Regular	0.00	625.20	128760
540040	Invoice	05/22/2024	Copier/Printer Color & B&W Overage char	0.00	625.20	
	401-008-2221		PRINTING/PUBLISHING/A		95.29	
	401-010-2221		PRINTING/PUBLISHING/A		159.49	
	401-021-2221		PRINTING/PUBLISHING/A		76.51	
	401-050-2221		PRINTING/PUBLISHING/A		84.85	
	401-055-2221		PRINTING/PUBLISHING/A		83.82	
	401-065-2221		PRINTING/PUBLISHING/A		98.74	
	402-060-2221		PRINTING/PUBLISHING/A		26.50	
3978	STAPLES BUSINESS ADVANTAGE	05/22/2024	Regular	0.00	194.67	128761
8073977789	Invoice	05/20/2024	Office Supplies	0.00	194.67	
	401-010-2219		SUPPLIES - GENERAL OFFI		32.38	
	401-010-2219		SUPPLIES - GENERAL OFFI		33.48	
	401-014-2219		SUPPLIES - GENERAL OFFI		29.85	
	401-014-2219		SUPPLIES - GENERAL OFFI		69.11	
	401-014-2219		SUPPLIES - GENERAL OFFI		29.85	
5539	SUMMITT FIRE & SECURITY LLC	05/22/2024	Regular	0.00	224.51	128762
1503222	Invoice	05/21/2024	Quarterly Monitoring	0.00	224.51	
	401-015-2203		MAINTENANCE & REPAIR		224.51	
4887	SUPPLY CACHE INC	05/22/2024	Regular	0.00	419.09	128763
325951A	Invoice	05/16/2024	Boots	0.00	419.09	
	408-091-2248		SUPPLIES - SAFETY		419.09	
5296	THE MASTER'S TOUCH, LLC.	05/22/2024	Regular	0.00	9,447.67	128764
24-01668	Invoice	05/21/2024	PAYMENT FOR PRINTING	0.00	9,447.67	
	401-040-2221		PRINTING/PUBLISHING/A		447.95	
	610-040-2221		PRINTING/PUBLISHING/A		8,999.72	
28	TILLERY CHEVROLET GMC INC	05/22/2024	Regular	0.00	675.71	128765
6078109/1	Invoice	05/20/2024	2018 Dodge Journey Oil Change & Inspec	0.00	97.58	
	401-010-2201		MAINTENANCE & REPAIR		97.58	
6078110/1	Invoice	05/20/2024	Replacement Keys for 2011 Chevy Cruze/	0.00	578.13	
	401-010-2201		MAINTENANCE & REPAIR		232.35	
	401-010-2201		MAINTENANCE & REPAIR		16.29	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	401-010-2201	MAINTENANCE & REPAIR	Replacement Keys for 2011 Che		285.38	
	401-010-2201	MAINTENANCE & REPAIR	Parts for Oil Change		44.11	
1335	TORRANCE COUNTY	05/22/2024	Regular	0.00	81.48	128766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003520	Invoice	05/23/2024	Torrance County Property Tax	0.00	81.48	
	401-000-9001		Payroll Liabilities		81.48	
4322	US FLEET TRACKING	05/22/2024	Regular	0.00	359.40	128767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
452878	Invoice	05/14/2024	GPS Tracker	0.00	359.40	
	401-050-2271		OTHER SERVICES		359.40	
2787	WASHINGTON NATIONAL INSURANCE CO	05/22/2024	Regular	0.00	37.80	128768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003488	Invoice	05/09/2024	Washington National Life	0.00	18.90	
	401-000-9001		Payroll Liabilities		18.90	
INV0003522	Invoice	05/23/2024	Washington National Life	0.00	18.90	
	401-000-9001		Payroll Liabilities		18.90	
3823	WITMER PUBLIC SAFETY GROUP	05/22/2024	Regular	0.00	2,549.94	128769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV474186	Invoice	05/20/2024	Streamlights and Wedges	0.00	2,549.94	
	416-083-2248		SUPPLIES - SAFETY		37.09	
	416-083-2248		SUPPLIES - SAFETY		268.80	
	416-083-2248		SUPPLIES - SAFETY		1,105.99	
	416-083-2248		SUPPLIES - SAFETY		1,138.06	
329	WS DARLEY & CO	05/22/2024	Regular	0.00	332.00	128770
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17529506	Invoice	05/21/2024	Nozzle Holders	0.00	332.00	
	408-091-2248		SUPPLIES - SAFETY		332.00	
329	WS DARLEY & CO	05/22/2024	Regular	0.00	276.00	128771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17529778	Invoice	05/21/2024	Nozzle Holders	0.00	276.00	
	408-091-2248		SUPPLIES - SAFETY		276.00	
1641	ZIA GRAPHICS INC.	05/22/2024	Regular	0.00	256.00	128772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
67109	Invoice	05/22/2024	COUNTY SHIRTS FROM ZIA GRAPHICS.	0.00	256.00	
	401-040-2236		SUPPLIES - UNIFORMS		84.50	
	401-040-2236		SUPPLIES - UNIFORMS		171.50	
3	4 RIVERS EQUIPMENT, LLC	05/29/2024	Regular	0.00	5,128.85	128773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1623033	Invoice	05/29/2024	Diagnostics on 77D Motor Grader and waf	0.00	5,128.85	
	402-060-2244		MAINTENANCE & REPAIR		2,190.00	
	402-060-2244		MAINTENANCE & REPAIR		2,938.85	
VEN01166	AAA FIREPRO OF NEW MEXICO INC	05/29/2024	Regular	0.00	7,192.19	128774

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
G-05172401	Invoice	05/29/2024	Foam Cartridges	0.00	7,192.19	
	406-091-2248		SUPPLIES - SAFETY		3,596.10	
	408-091-2248		SUPPLIES - SAFETY		3,596.09	
66	ALBUQUERQUE PUBLISHING CO.	05/29/2024	Regular	0.00	142.15	128775
Payable # 12180	Invoice	05/20/2024	Public Hearing Notice - IRB Ordinance	0.00	70.95	
	401-010-2221		PRINTING/PUBLISHING/A		70.95	
Payable # 20460	Invoice	05/20/2024	Public Hearing Notice - IRB Ordinance	0.00	71.20	
	401-010-2221		PRINTING/PUBLISHING/A		71.20	
VEN01314	AMTEC LESS LETHAL SYSTEMS, INC	05/29/2024	Regular	0.00	795.00	128776
Payable # 047724	Invoice	05/28/2024	Sgt. Duran Less Lethal Training	0.00	795.00	
	410-050-2266		EMPLOYEE TRAINING		795.00	
5408	BANK OF AMERICA	05/29/2024	Regular	0.00	137.39	128777
Payable # 2745876915	Invoice	05/28/2024	Order 7131514391	0.00	137.39	
	401-096-2228		SOFTWARE		137.39	
5408	BANK OF AMERICA	05/29/2024	Regular	0.00	189.00	128778
Payable # 24-01676	Invoice	05/29/2024	Post Office Box Annual Renewal	0.00	189.00	
	413-091-2269		SUBSCRIPTIONS & DUES		35.00	
	413-091-2269		SUBSCRIPTIONS & DUES		2.00	
	413-091-2269		SUBSCRIPTIONS & DUES		152.00	
5408	BANK OF AMERICA	05/29/2024	Regular	0.00	229.80	128779
Payable # INV0003532	Invoice	05/23/2024	Tools District 3	0.00	229.80	
	408-091-2248		SUPPLIES - SAFETY		29.99	
	408-091-2248		SUPPLIES - SAFETY		28.99	
	408-091-2248		SUPPLIES - SAFETY		19.99	
	408-091-2248		SUPPLIES - SAFETY		38.97	
	408-091-2248		SUPPLIES - SAFETY		36.89	
	408-091-2248		SUPPLIES - SAFETY		14.99	
	408-091-2248		SUPPLIES - SAFETY		59.98	
VEN01273	CPNMRX Inc	05/29/2024	Regular	0.00	1,614.38	128780
Payable # 90502	Invoice	05/23/2024	Consulting Pharmacist Services Remainde	0.00	1,614.38	
	416-083-2272		CONTRACT - PROFESSION		1,614.38	
VEN01273	CPNMRX Inc	05/29/2024	Regular	0.00	1,614.38	128781
Payable # 90550	Invoice	05/23/2024	Consulting Pharmacist Services Remainde	0.00	1,614.38	
	416-083-2272		CONTRACT - PROFESSION		1,614.38	
2630	CTRL+P	05/29/2024	Regular	0.00	411.67	128782

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2630 Payable #	CTRL+P Payable Type Account Number	05/26/2024	Smart Choice Ride media campaign ad via	0.00	411.67	
			PRINTING/PUBLISHING/A Smart Choice Ride ad 5/30/24		411.67	
		05/29/2024	Regular	0.00	411.67	128783
2630 Payable #	CTRL+P Payable Type Account Number	05/22/2024	Invoice 2024-9507 The Independent 1/2 p	0.00	411.67	
			PRINTING/PUBLISHING/A Smart Choice Ride ad 5/23/24		411.67	
		05/29/2024	Regular	0.00	411.67	128784
2630 Payable #	CTRL+P Payable Type Account Number	05/22/2024	Smart Choice Ride media campaign ad via	0.00	411.67	
			PRINTING/PUBLISHING/A Invoice 2024-9506 The Indepen		411.67	
		05/29/2024	Regular	0.00	900.00	128785
VEN01230 Payable #	CTRL-P Inc Payable Type Account Number	05/29/2024	Publication for 2024 Primary Election	0.00	900.00	
			PRINTING/PUBLISHING/A Publication for 2024 Primary Ele		900.00	
		05/29/2024	Regular	0.00	1,419.22	128786
2555 Payable #	EVSWA Payable Type Account Number	05/23/2024	Resolution 2023-41 Fisk clean up	0.00	1,419.22	
			CONTRACT - PROPERTY C Resolution 2023-41 Fisk clean u		309.22	
			CONTRACT - PROPERTY C Resolution 2023-41 Fisk clean u		360.00	
			CONTRACT - PROPERTY C Resolution 2023-41 Fisk clean u		750.00	
		05/29/2024	Regular	0.00	2,920.00	128787
VEN01291 Payable #	FERGUSON US HOLDINGS, INC Payable Type Account Number	05/29/2024	Flow Test Kit District 2	0.00	2,920.00	
			SUPPLIES - SAFETY Flow Test Kit District 2		2,920.00	
		05/29/2024	Regular	0.00	81.96	128788
214 Payable #	HART'S TRUSTWORTHY HARDWARE Payable Type Account Number	05/23/2024	Hart's Open PO 04/2024 to 05/2024	0.00	81.96	
			SUPPLIES - SAFETY Hart's Open PO 04/2024 to 05/2		81.96	
		05/29/2024	Regular	0.00	1,602.87	128789
VEN01242 Payable #	Jessica Love Payable Type Account Number	05/28/2024	Jessica Love - JYG GC Facilitator FY24 Inv 5	0.00	1,602.87	
			GRANT MATCHING Jessica Love - JYG GC Facilitator		117.87	
			CONTRACT - PROFESSION Jessica Love - JYG GC Facilitator		1,485.00	
		05/29/2024	Regular	0.00	187.44	128790
129 Payable #	MORIARTY, CITY OF Payable Type Account Number	05/28/2024	DWI Enforcement Activities	0.00	187.44	
			CONTRACT - OTHER SERV DWI Enforcement Activities		187.44	
		05/29/2024	Regular	0.00	187.44	128791

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	93.72	128792
5/24/24 (2) City of	Invoice	05/28/2024	5/24/24 (2) City of Moriarty PD Patrol Ops	0.00	187.44	
	605-003-2271		CONTRACT - OTHER SERV 5/24/24 (2) City of Moriarty PD		187.44	
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	93.72	128792
5/24/24 (3) City of	Invoice	05/28/2024	5/24/24 (3) City of Moriarty PD Patrol Ops	0.00	93.72	
	605-003-2271		CONTRACT - OTHER SERV 5/24/24 (3) City of Moriarty PD		93.72	
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	212.04	128793
5/19/24 City of	Invoice	05/28/2024	DWI Enforcement Activities	0.00	212.04	
	605-003-2271		CONTRACT - OTHER SERV 5/19/24 City of Moriarty PD Pat		212.04	
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	816.62	128794
5/24/24 City of	Invoice	05/28/2024	5/24/24 City of Moriarty PD Patrol Ops	0.00	816.62	
	605-003-2271		CONTRACT - OTHER SERV 5/24/24 City of Moriarty PD Pat		816.62	
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	93.72	128795
5/19/24 (2) City of	Invoice	05/28/2024	DWI Enforcement Activities	0.00	93.72	
	605-003-2271		CONTRACT - OTHER SERV 5/19/24 City of Moriarty PD Pat		93.72	
129	MORIARTY, CITY OF	05/29/2024	Regular	0.00	187.44	128796
5/27/24 City of	Invoice	05/28/2024	5/27/24 City of Moriarty PD Patrol Ops	0.00	187.44	
	605-003-2271		CONTRACT - OTHER SERV 5/27/24 City of Moriarty PD Pat		187.44	
VEN01303	MWI VETERINARY SUPPLY CO	05/29/2024	Regular	0.00	163.24	128797
54556202	Invoice	05/23/2024	Pharmacy supplies	0.00	163.24	
	401-082-2115		SUPPLIES - PHARMACY Gentamicin eye drops		12.15	
	401-082-2115		SUPPLIES - PHARMACY Sulfadimethoxine		64.45	
	401-082-2115		SUPPLIES - PHARMACY Nu-stock ointment		15.06	
	401-082-2115		SUPPLIES - PHARMACY Clavacillin		71.58	
284	NMSU Cooperative Extension Service	05/29/2024	Regular	0.00	3,150.00	128798
13541	Invoice	05/22/2024	NM EDGE CLASSES	0.00	3,150.00	
	401-007-2266		EMPLOYEE TRAINING NM EDGE CLASSES CREDITS- GI		300.00	
	401-030-2266		EMPLOYEE TRAINING NM EDGE CLASSES CREDITS- TR		150.00	
	401-055-2266		EMPLOYEE TRAINING NM EDGE CLASSES CREDITS- T. L		500.00	
	401-055-2266		EMPLOYEE TRAINING NM EDGE CLASSE CREDITS- FIN		1,350.00	
	605-003-2266		EMPLOYEE TRAINING NM EDGE CLASSES CREDITS- D		750.00	
	605-003-2266		EMPLOYEE TRAINING NM EDGE NEW ENROLLMENT-D		100.00	
1449	P & M SIGNS INC	05/29/2024	Regular	0.00	178.00	128799
9284	Invoice	05/29/2024	Election Sign	0.00	178.00	
	401-021-2221		PRINTING/PUBLISHING/A Election Sign		178.00	

Check Report

Date Range: 05/18/2024 - 06/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3859	PRUDENTIAL OVERALL SUPPLY	05/29/2024	Regular	0.00	236.09	128800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
450722723	Invoice	05/28/2024	Uniforms	0.00	236.09	
	402-060-2236		SUPPLIES - UNIFORMS		236.09	
3859	PRUDENTIAL OVERALL SUPPLY	05/29/2024	Regular	0.00	235.87	128801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
450721937	Invoice	05/28/2024	Uniforms	0.00	235.87	
	402-060-2236		SUPPLIES - UNIFORMS		235.87	
5572	RAH Intermediate, LLC	05/29/2024	Regular	0.00	115.33	128802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
246450	Invoice	05/23/2024	Multi dilution sprayer	0.00	115.33	
	401-082-2223		SUPPLIES - KENNEL		115.33	
215	RICH FORD SALES	05/29/2024	Regular	0.00	82.51	128803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2049547/1	Invoice	05/22/2024	Oil Change & Inspection M01 Ford Expedi	0.00	82.51	
	401-010-2201		MAINTENANCE & REPAIR		82.51	
VEN01156	SANCHEZ, JAVIER ERNESTO	05/29/2024	Regular	0.00	17.12	128804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
307255	Invoice	05/29/2024	Operations open P/O FY-65	0.00	17.12	
	401-065-2218		MAINTENANCE & REPAIR		17.12	
5335	SOUTHERN TIRE MART	05/29/2024	Regular	0.00	4,342.08	128805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
502008858	Invoice	05/29/2024	Tires for Kenworth Water Truck	0.00	4,342.08	
	402-060-2232		SUPPLIES-TIRES		2,920.00	
	402-060-2232		SUPPLIES-TIRES		1,422.08	
5323	SOUTHWEST COPY SYSTEMS	05/29/2024	Regular	0.00	22.40	128806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
539029	Invoice	05/28/2024	SOUTHWEST COPY SYSTEMS	0.00	22.40	
	401-040-2221		PRINTING/PUBLISHING/A		22.40	
3331	SOUTHWEST PROPANE LLC	05/29/2024	Regular	0.00	105.21	128807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
G231314000877	Invoice	05/22/2024	Southwest Propane Utility for District 2 O	0.00	105.21	
	406-091-2209		UTILITIES - NATURAL GAS		105.21	
3978	STAPLES BUSINESS ADVANTAGE	05/29/2024	Regular	0.00	102.48	128808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6002699577	Invoice	05/22/2024	STAPLES	0.00	102.48	
	911-080-2219		SUPPLIES - GENERAL OFFI		102.48	
3978	STAPLES BUSINESS ADVANTAGE	05/29/2024	Regular	0.00	32.05	128809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3564307371	Invoice	05/22/2024	Laminating Pouches	0.00	32.05	
	609-030-2219		SUPPLIES - GENERAL OFFI		32.05	

Check Report	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3978	STAPLES BUSINESS ADVANTAGE	05/29/2024	Regular	0.00	269.99	128810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3563967979	Invoice	05/22/2024	Office supplies/chair	0.00	269.99	
	401-008-2218		FURN/FIX/EQUIP PURCHA		269.99	
			Chair			
VEN01247	Sterling Donner	05/29/2024	Regular	0.00	2,671.45	128811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Inv 5	Invoice	05/28/2024	FY24 Boys Council FY24 Inv 5	0.00	2,671.45	
	635-055-2402		GRANT MATCHING		196.45	
	635-068-2272		CONTRACT - PROFESSION		2,475.00	
			FY24 Boys Council FY24 Inv5			
2010	TLC UNIFORMS	05/29/2024	Regular	0.00	89.99	128812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
272245	Invoice	05/22/2024	Uniforms	0.00	89.99	
	401-050-2236		SUPPLIES - UNIFORMS		89.99	
			Uniforms			
4840	TWO GUNZ CUSTOMZ & HYDROGRAPHICS	05/29/2024	Regular	0.00	344.79	128813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2391	Invoice	05/29/2024	Drop Hitch District 2	0.00	344.79	
	406-091-2248		SUPPLIES - SAFETY		344.79	
			Drop Hitch			
4384	WATERWAY OF NEW MEXICO	05/29/2024	Regular	0.00	1,407.45	128814
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3621	Invoice	05/28/2024	District 2 Pump Testing FY24	0.00	1,407.45	
	406-091-2248		SUPPLIES - SAFETY		87.45	
	406-091-2248		SUPPLIES - SAFETY		1,320.00	
			District 2 Pump Testing FY24			
VEN01253	WILSON & COMPANY, INC	05/29/2024	Regular	0.00	69,956.25	128815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
126142	Invoice	05/23/2024	Architectural & Engineering Design Serv-A	0.00	69,956.25	
	561-005-2611		CAPITAL OUTLAY - BUILDI		3,188.35	
	803-059-2691		E2774 TC ADMIN BLDG F		66,767.90	
			Architectura/Engineering - Basic			
			Architectura/Engineering - Basic			
5380	VOYA HOLDINGS, INC.	05/23/2024	Bank Draft	0.00	2,000.55	DFT0000804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003521	Invoice	05/23/2024	Voya	0.00	2,000.55	
	401-000-9001		Payroll Liabilities		2,000.55	
			Voya			
233	PUBLIC EMPLOYEES RETIREMENT	05/23/2024	Bank Draft	0.00	53,487.07	DFT0000805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003523	Invoice	05/23/2024	PERA Retirement	0.00	53,487.07	
	401-000-9001		Payroll Liabilities		14,498.64	
	401-000-9001		Payroll Liabilities		38,988.43	
			PERA Retirement			
			PERA Retirement			
448	NM TAXATION & REVENUE	05/23/2024	Bank Draft	0.00	7,597.09	DFT0000806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0003524	Invoice	05/23/2024	State Tax	0.00	7,597.09	
	401-000-9001		Payroll Liabilities		7,597.09	
			State Tax			
1656	INTERNAL REVENUE SERVICE	05/23/2024	Bank Draft	0.00	47,831.06	DFT0000807

Check Report

Date Range: 05/18/2024 - 06/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0003525	Invoice	05/23/2024	Federal Tax	0.00	47,831.06	
	401-000-9001		Payroll Liabilities	FICA Tax	24,660.22	
	401-000-9001		Payroll Liabilities	Federal Tax	16,060.04	
	401-000-9001		Payroll Liabilities	Medicare Taxes	7,110.80	
448	NM TAXATION & REVENUE	05/22/2024	Bank Draft	0.00	10.00	DFT0000808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0003528	Invoice	05/22/2024	State Tax	0.00	10.00	
	401-000-9001		Payroll Liabilities	State Tax	10.00	
1656	INTERNAL REVENUE SERVICE	05/22/2024	Bank Draft	0.00	4,750.17	DFT0000809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0003529	Invoice	05/22/2024	Federal Tax	0.00	4,750.17	
	401-000-9001		Payroll Liabilities	Medicare Taxes	1,087.60	
	401-000-9001		Payroll Liabilities	Federal Tax	3,662.57	
448	NM TAXATION & REVENUE	05/29/2024	Bank Draft	0.00	222.08	DFT0000810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0003534	Invoice	05/29/2024	State Tax	0.00	222.08	
	401-000-9001		Payroll Liabilities	State Tax	222.08	
1656	INTERNAL REVENUE SERVICE	05/29/2024	Bank Draft	0.00	1,054.02	DFT0000811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
INV0003535	Invoice	05/29/2024	Federal Tax	0.00	1,054.02	
	401-000-9001		Payroll Liabilities	Medicare Taxes	157.00	
	401-000-9001		Payroll Liabilities	Federal Tax	897.02	

Bank Code Main Checking Summary

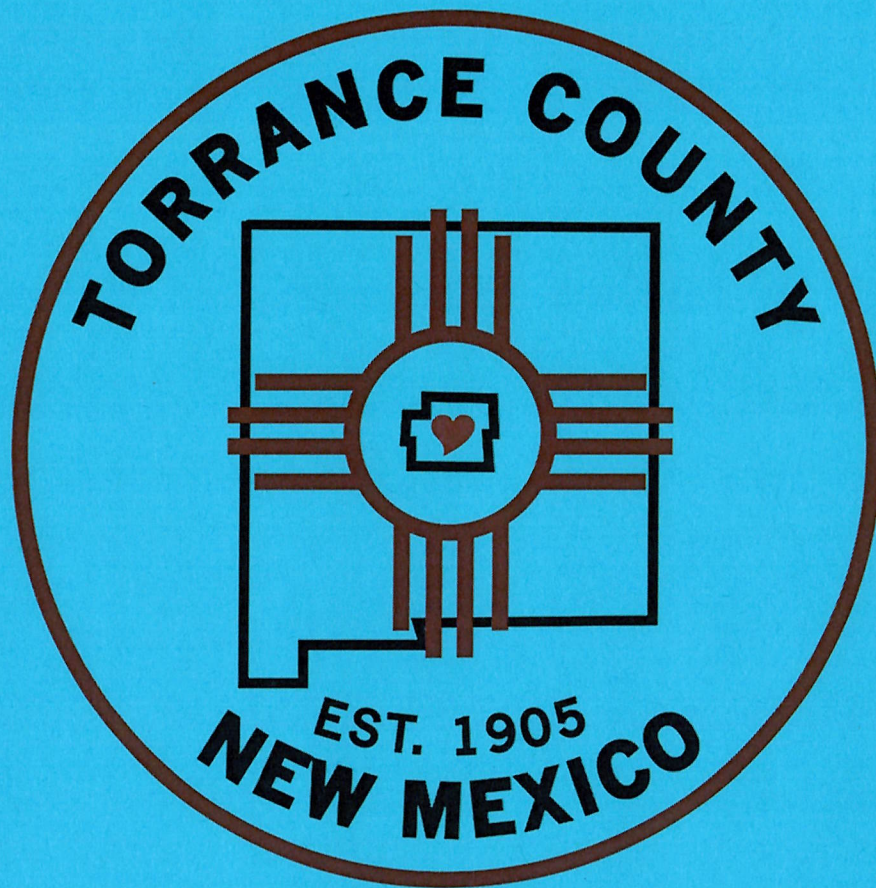
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	163	119	0.00	255,241.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-4,167.84
Bank Drafts	8	8	0.00	116,952.04
EFT's	7	6	0.00	2,353,360.12
	178	138	0.00	2,721,385.86

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	163	119	0.00	255,241.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-4,167.84
Bank Drafts	8	8	0.00	116,952.04
EFT's	7	6	0.00	2,353,360.12
	178	138	0.00	2,721,385.86

Fund Summary

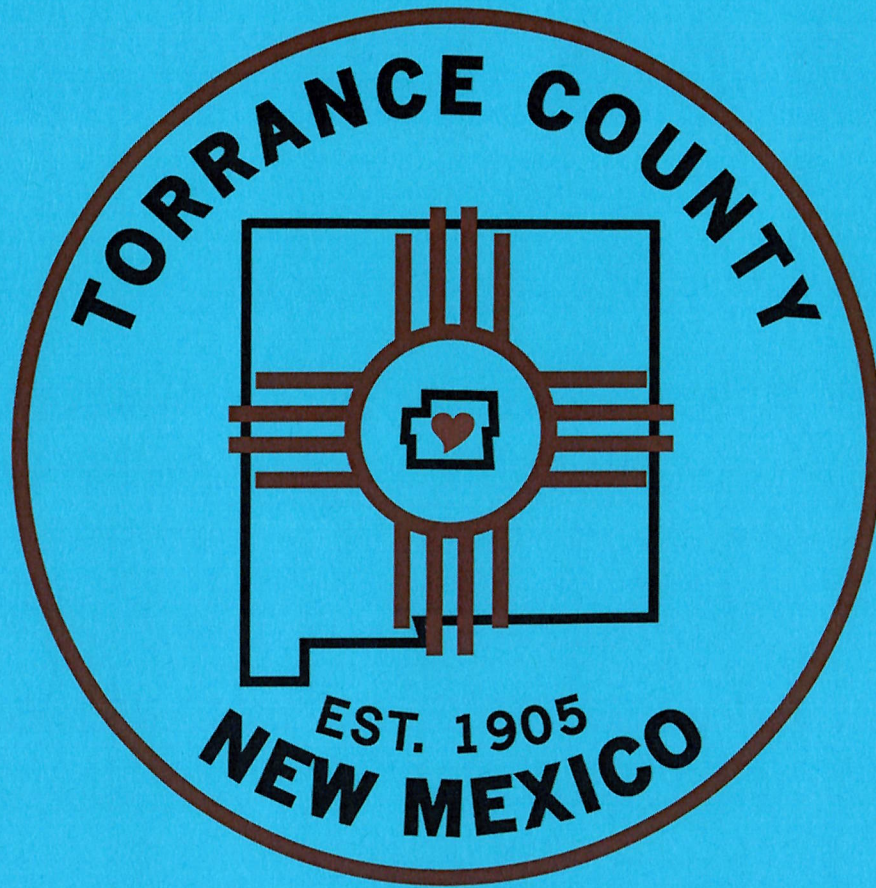
Fund	Name	Period	Amount
999	Pooled Cash	5/2024	2,721,385.86
			<u>2,721,385.86</u>



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 10



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 11 A



**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2024-_____
Supersedes Resolution 2024-19**

Budget Adjustments

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 12, 2024, did authorize budget adjustments to the FY2023-2024 budget; and

WHEREAS, budget adjustments require approval from the Department of Finance and Administration; and

WHEREAS, Torrance County requests approval for the budget adjustments set forth in the attached *Schedule A and Schedule B*.

NOW, THEREFORE, BE IT RESOLVED that the Torrance County Board of County Commissioners authorizes the attached budget adjustments in *Schedule A and Schedule B* and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

BE IT FURTHER RESOLVED that this resolution supersedes Resolution 2024-19.

AUTHORIZED this 12th day of June 2024.

APPROVED AS TO FORM ONLY: TORRANCE COUNTY BOARD OF COMMISSIONERS

County Attorney

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

ATTEST:

Linda Jaramillo, Torrance County Clerk



Torrance County

Resolution 24-

Budget Adjustment

Schedule A

Budget Increase

Torrance County FY2024 Budget (LGBMS line item structure)

Fund	Department	Account	Adjustment
11000 General Operating Fund	0001 No Department	41200 Gross Receipts Tax - County Local Option C	133,190.00
11000 General Operating Fund	0001 No Department	10104 State Required Reserve	33,297.50
11000 General Operating Fund	2011 Information Technology/Telecommunications	55030 Contract - Professional Services	30,000.00
11000 General Operating Fund	2011 Information Technology/Telecommunications	55999 Contract - Other Services	5,000.00
11000 General Operating Fund	2011 Information Technology/Telecommunications	56010 Software	5,000.00
11000 General Operating Fund	2011 Information Technology/Telecommunications	57160 Telecommunications	60,000.00
11000 General Operating Fund	2012 Planning & Zoning	53030 Travel - Employees	3,100.00
11000 General Operating Fund	2012 Planning & Zoning	56020 Supplies - General Office	3,700.00
11000 General Operating Fund	2012 Planning & Zoning	56999 Supplies - Other	1,100.00
11000 General Operating Fund	2012 Planning & Zoning	57999 Other Operating Costs	500
11000 General Operating Fund	2012 Planning & Zoning	56010 Software	17,490.00
11000 General Operating Fund	2012 Planning & Zoning	56030 Supplies - Field Supplies	7,300.00
20800 Farm & Range	0001 No Department	61100 Transfers In	15,000.00
20800 Farm & Range	5010 Farm & Range	55999 Contract - Other Services	15,000.00
21800 Intergovernmental Grants	0001 No Department	47499 Other State Grants	2,645,347.00
21800 Intergovernmental Grants	0001 No Department	47699 Federal - Other	9,200.00
21800 Intergovernmental Grants	0001 No Department	61100 Transfers In	130,952.00
21800 Intergovernmental Grants	0001 No Department	47999 Private - Other	20,000.00
21800 Intergovernmental Grants	2002 General Administration	51040 Salaries - Part-Time Positions	129,854.00
21800 Intergovernmental Grants	2002 General Administration	52010 FICA - Regular	10,149.00
21800 Intergovernmental Grants	2002 General Administration	55030 Contract - Professional Services	17,250.00
21800 Intergovernmental Grants	2002 General Administration	56999 Supplies - Other	29,200.00
21800 Intergovernmental Grants	2002 General Administration	57999 Other Operating Costs	2,619,046.00
22300 DWI Fund	0001 No Department	47070 State - DWI Formula Distribution (DFA)	21,715.00
22300 DWI Fund	0001 No Department	47071 State - DWI Local Grant (DFA)	5,000.00
22300 DWI Fund	0001 No Department	47170 State - Traffic Safety Grant (DOT)	1,857.00
22300 DWI Fund	3006 DWI Prevention	55999 Contract - Other Services	26,715.00
22300 DWI Fund	3006 DWI Prevention	56999 Supplies - Other	1,857.00
24200 Local PILT (Payment in Li	0001 No Department	61200 Transfers Out	145,952.00
29900 Other Special Revenue	2002 General Administration	56999 Supplies - Other	1,722.00
29900 Other Special Revenue	0001 No Department	46010 Contributions/Donations	1,722.00
			6,147,215.50



Torrance County

Resolution 24-_____

Budget Adjustment

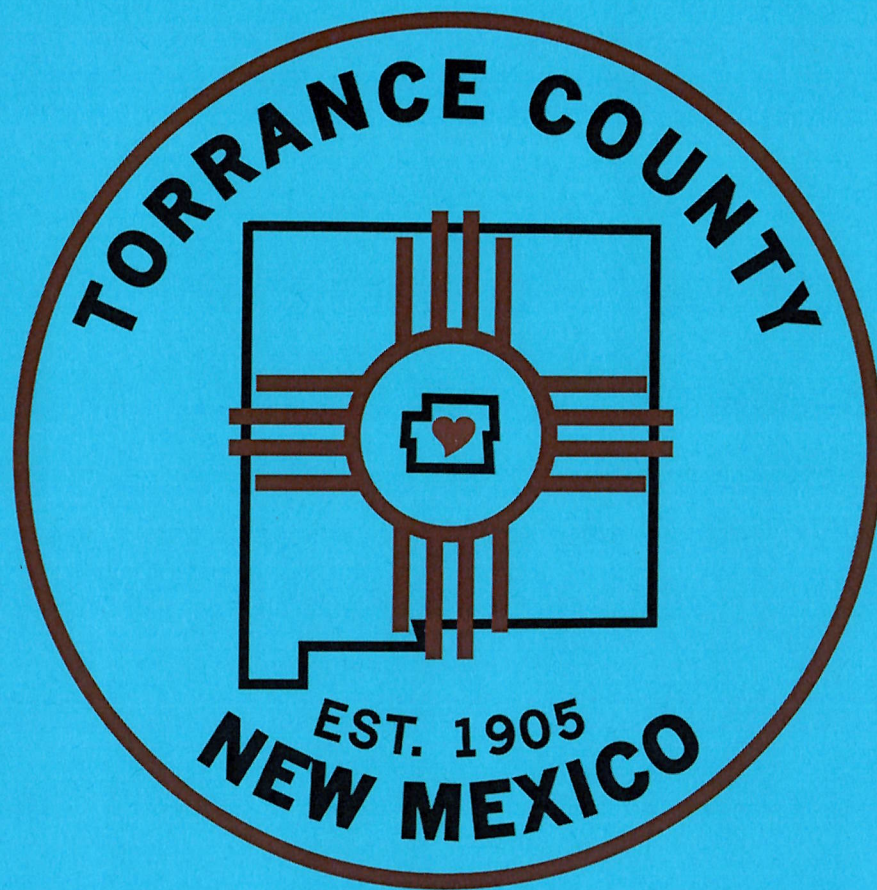
Schedule B

Budget Increase

Torrance County FY2024 Budget (Tyler ERPro 10 line item structure)

Budget Increase					
Revenue			Expenditure		
Tyler Line Item	Description	Amount	Tyler Line Item	Description	Amount
401-000-1405	Gross Receipts Tax	\$ 133,190	401-007-2205	Travel - Employees	\$ 3,100
			401-007-2219	Supplies - General Office	\$ 3,700
			401-007-2225	Supplies - Computer	\$ 1,100
			401-007-2228	Software	\$ 17,490
			401-007-2242	Supplies - Signs	\$ 7,300
			401-007-2284	Equipment Leases	\$ 500
			401-096-2207	Telecommunications	\$ 60,000
			401-096-2213	Contract - IT Services	\$ 30,000
			401-096-2228	Software	\$ 5,000
			401-096-2271	Contract - Other Services	\$ 5,000
			403-066-2278	Contract - Animal Damage Control	\$ 15,000
430-000-1400	Donations	\$ 1,722	430-082-2223	Kennel Supplies	\$ 1,722
605-000-1246	DWI Community Grant FY24	\$ 1,857	605-004-2257	Outreach Materials	\$ 1,857
605-000-1036	DWI Local Grant FY24	\$ 5,000	605-002-2271	Contract - Other Services	\$ 5,000
605-000-1336	DWI Distribution Grant FY24	\$ 21,715	605-003-2271	Contract - Other Services	\$ 21,715
628-000-1002	Wildfire Risk Reduction Program	\$ 20,000	628-028-2257	Outreach Materials	\$ 20,000
629-000-1022	Martin Road HW2LP50050	\$ 189,637	629-060-2711	Martin Road HW2LP50050	\$ 189,637
			629-060-2712	Match Martin Road HW2LP50050	\$ 9,981
629-000-1023	King Farm Road HW2LP50049	\$ 358,220	629-060-2713	King Farm Road HW2LP50049	\$ 358,220
			629-060-2714	Match King Farm Road HW2LP50049	\$ 18,854
629-000-1014	Ewing Road HW2LP50037	\$ 1,210,649	629-060-2792	Ewing Road HW2LP50037	\$ 1,210,649
			629-060-2793	Match Ewing Road LP50037	\$ 63,718
629-000-1016	Martinez Road HW2LP50041	\$ 729,588	629-060-2799	Martinez Road HW2LP50041	\$ 729,588
			629-060-2800	Match Martinez Road HW2LP50041	\$ 38,399
635-000-1109	Juvenile Justice Grant FY2024	\$ 17,250	635-068-2272	Contract - Professional Services	\$ 17,250
809-000-1741	Patrick Leahy Bulletproof Vest Program	\$ 9,200	809-050-2262	Supplies - Bullet Proof Vests	\$ 9,200
818-000-1211	NM Summer Enrichment Intern Program	\$ 140,003	818-014-2064	FICA/Medicare	\$ 10,149
		\$ -	818-014-2103	Salaries - Part-time Positions	\$ 129,854
REVENUE TOTAL		\$ 2,698,028	EXPENSE TOTAL		\$ 2,843,980

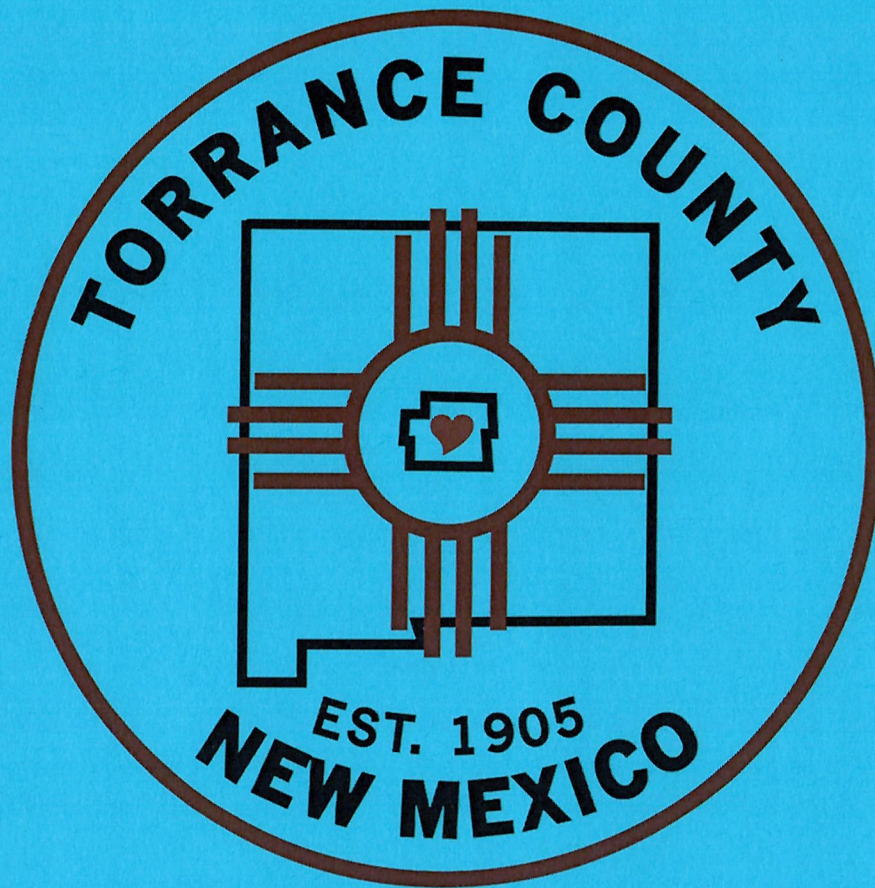
Cash Transfer					
Transfer From:			Transfer To:		
Line Item	Description	Amount	Line Item	Description	Amount
641-000-1952	Transfer Out	\$ 130,952	629-000-1950	Transfer In	\$ 130,952
641-000-1952	Transfer Out	\$ 15,000	403-000-1950	Transfer In	\$ 15,000
Total		\$ 145,952	Total		\$ 145,952



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 A



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 B



New Mexico
Department of Finance
and Administration

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

**407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985**

Local Government Division
Jeannette Gallegos, Acting Director

May 23, 2024

VIA EMAIL

The Honorable Commissioner Ryan Schwebach
Torrance County Commission Chair
P.O. Box 48
Estancia, NM 87016

Through Deanna Lopez, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #25-D-G-31 for your review and approval. **Please note that an original wet or electronic authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Erica Gutierrez, LDWI Program Manager at (505) 372-9830 or email at erica.gutierrez1@dfa.nm.gov.

Sincerely,

A handwritten signature in blue ink that reads "Julie M. Fernandez".

Julie Fernandez, LDWI Bureau Chief
Local Government Division

Cc: Janice Barela, County Manager
Jeannette Gallegos, Acting Division Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 25-D-G-31

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “Division,” and the County of Torrance, hereinafter called the “Grantee,” collectively called “the Parties.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on May 1, 2024 the DWI Grant Council awarded the Grantee \$100,000.00 to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective July 1, 2024 and will terminate on June 30, 2025.
- B. The General Appropriation Act of 2024, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2025 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze, and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due October 31, 2024.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than October 31, 2024, January 31, 2025, and April 30, 2025 for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than July 10, 2025.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than the date determined by the DWI Bureau Chief.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed One Hundred Thousand Dollars and no Cents (\$100,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately

terminate this Grant Agreement at any time if, in the judgment of the Division, the provisions of this Grant Agreement are violated, or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand a refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Deanna Lopez
Title: Coordinator
Address: P.O. Box 48
Estancia, NM 87016
Phone: (505)544-4704
Email: delopez@tcnm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Erica Gutierrez
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501
Phone: (505) 372-9830
Email: erica.gutierrez1@dfa.nm.gov

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty-Four Thousand, Six-Hundred Twenty Dollars and No Cents (\$24,620.00) (25%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than ten percent of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the compliance monitoring program protocol by July 31, 2024, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit LDWI Planning Council by-laws by July 31, 2024.
- G. The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.
- H. The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Torrance may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Torrance’s only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

TORRANCE COUNTY

By: _____ Date _____
Authorized Signatory

(Type or Print Name and Position Title)

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

By: _____ Date _____
Jeannette Gallegos, Acting Director

EXHIBIT "A"

PROGRAM DESCRIPTION

Name of Grantee: Torrance County
Grant No.: 25-D-G-31
Grant Amount: \$100,000.00

Grantee will provide DWI program activities in the following areas:

1. Community Wellness & Outreach

Programs and services in this component play a pivotal role in improving the community's health and safety by promoting knowledge, healthy practices, resilience, and well-being.

Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI. Prevention activities funded with LDWI funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement. Activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse through assessment, capacity, planning, implementation, and evaluation.

Overtime for law enforcement officers to support DWI operations such as sobriety checkpoints, directed patrols, warrant round ups and underage drinking enforcement may be supported through the LDWI program.

Teen Court is limited to \$40,000 of LDWI funds. All Teen Courts funded through the LDWI program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

The LDWI funding supports evaluation of the progress and impact of this component.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator

To be completed by LDWI Program Manager

<i>~Complete and submit electronically in quarterly report~</i>	
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative
~COMPLETE IN NOBLE~	~REVIEW IN NOBLE~
<input type="checkbox"/> Enter Law Enforcement activities in MDS <input type="checkbox"/> Enter Prevention information in MDS <input type="checkbox"/> Review MDS Report in NOBLE	<input type="checkbox"/> Review MDS Report <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Prevention
<input type="checkbox"/> Review Database Quarterly Report in NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature Print Name Date

County/City Official Signature Print Name Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature Print Name Date

**Local DWI Grant Program
Revenue/Expenditure Summary**

Grantee
Torrance County

Grant No.: 25-D-G-31

Total Grant

\$100,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match**	TOTAL
		PROGRAM			
Local DWI Program Grant	100,000.00	Personnel Services	22,000.00	4,250.00	26,250.00
		Employee Benefits	0.00	2,920.00	2,920.00
In-Kind Match:		Travel (In-State)	1,000.00	0.00	1,000.00
Program Generated Fees		Travel (Out-of-State)	0.00	0.00	0.00
County	24,620.00	Supplies	2,000.00	750.00	2,750.00
City		Operating Costs	5,000.00	16,700.00	21,700.00
Judicial/Courts		Contractual Services	70,000.00	0.00	70,000.00
Other (list):		Minor Equipment	0.00	0.00	0.00
		Capital Purchases*	0.00	0.00	0.00
TOTAL REVENUES	124,620.00	TOTAL EXPENDITURES	100,000.00	24,620.00	124,620.00

Administrative is allowed only as In-Kind Match

*Capital purchases must have prior approval from DFA/LDWI.

** In-Kind Match must be at least 10% of Grant Expenditure total

10%= 10,000.00

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Community Wellness & Outreach	100,000.00
Treatment	0.00
Alternative Sentencing	0.00
Program Administration	0.00
Totals:	<u>100,000.00</u>

ck 100,000.00

Torrance County
P.O. Box 318
Estancia, NM 87016

505-544-4702
25-D-G-31

In-Kind Match:

	<u>Budget</u>
Community Wellness & Outreach	16,750.00
Treatment	0.00
Alternative Sentencing	7,870.00
Program Administration	0.00
Totals:	<u>24,620.00</u>

ck 24,620.00

Tot. Bud. Expd: 124,620.00 ck

124,620.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: 1

I. A. Grantee:	Torrance County	II. Payment:	
B. Address:	P.O. Box 318 Estancia, NM 87016	A. Grant Award:	\$100,000.00
C. Telephone No.:	505-544-4702	B. Funds Received To Date:	\$0.00
D. Grant No.:	25-D-G-31	C. Amount Requested This Payment:	\$0.00
		D. Grant Balance:	\$100,000.00
		III. Report Period Ending:	Enter Date-->

100,000.00

Budget Line Items	Grant				Budget Line Items	In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
Personnel Services	22,000.00	0.00	22,000.00	0.00	Personnel Services	4,250.00	0.00	4,250.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	Employee Benefits	2,920.00	0.00	2,920.00	0.00
Travel (In-State)	1,000.00	0.00	1,000.00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	2,000.00	0.00	2,000.00	0.00	Supplies	750.00	0.00	750.00	0.00
Operating Costs	5,000.00	0.00	5,000.00	0.00	Operating Costs	16,700.00	0.00	16,700.00	0.00
Contractual Services	70,000.00	0.00	70,000.00	0.00	Contractual Services	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
TOTALS	100,000.00	0.00	100,000.00	0.00		24,620.00	0.00	24,620.00	0.00

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representative (Signature) Date

(IF/ALocal Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Torrance County
 Grant No.: 25-D-G-31
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	100,000.00	0.00	100,000.00	0.00
Treatment	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	100,000.00	0.00	100,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	16,750.00	0.00	16,750.00	0.00
Treatment	0.00	0.00	0.00	0.00
Alternative Sentencing	7,870.00	0.00	7,870.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	24,620.00	0.00	24,620.00	0.00

	<u>0.00</u>	↔	Checks: <u>0.00</u>
Total Expenditures This Reimbursement:	<u>0.00</u>	↔	<u>0.00</u>
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	
					Total Personnel Services:	<u>0.00</u>

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
					Total Employee Benefits:	<u>0.00</u>

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Travel (In-State):	<u>0.00</u>

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Travel (Out-of-State):	0.00

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
*Prevention Giveaways/Promotional Items						
					Total Supplies:	0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Operating Costs:	0.00

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Contractual Services:	0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
					Total Minor Equipment:	0.00

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
				Total Personnel Services:		<u>0.00</u>

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
				Total Employee Benefits:			<u>0.00</u>

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
				Total Travel (In-State):			<u>0.00</u>

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
				Total Travel (Out-of-State):			<u>0.00</u>

Supplies

Exhibit G - Grant In-Kind Match

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
					Total Supplies:		0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
					Total Operating Costs:		0.00

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
					Total Contractual Services:		0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
					Total Minor Equipment:		0.00

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount of Screening Fees Used</u>
					Total Capital Purchases:		0.00

Total In-Kind Match:

Check: 0.00 0.00

Total Screening Fees: 0

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify

Deanna Lopez

From: Michael Garcia <Michael@nmlgl.com>
Sent: Tuesday, June 4, 2024 10:37 AM
To: Deanna Lopez
Subject: Re: FY25 LDWI Grant Agreement Approval

Hi, Deanna-

No issues here.

Thanks.

Michael I. Garcia
Attorney
New Mexico Local Government Law, LLC
6121 Indian School Rd., NE, Suite 202
Albuquerque, NM 87110
505.889.0983
michael@nmlgl.com

From: Deanna Lopez <delopez@tcnm.us>
Sent: Monday, June 3, 2024 9:09 AM
To: Michael Garcia <Michael@nmlgl.com>
Subject: FY25 LDWI Grant Agreement Approval

Good morning,

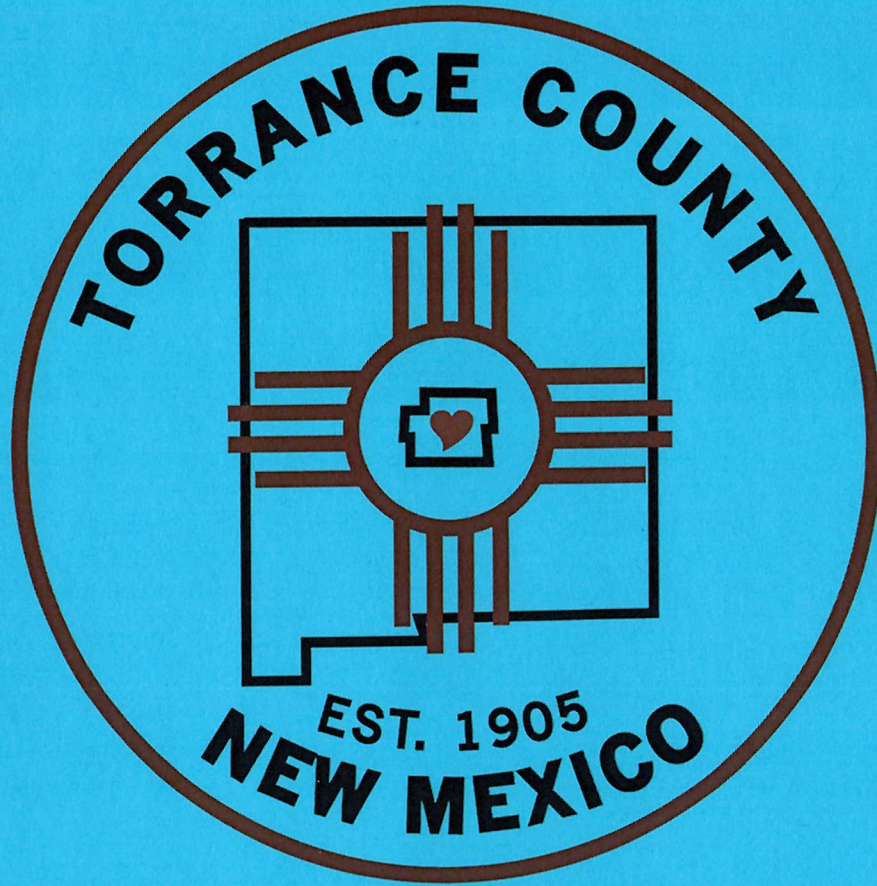
I've attached the FY25 LDWI Grant Agreement for your review and approval.

Thank you,
Deanna



Deanna Lopez
Torrance County
DWI Program Coordinator

(505) 544-4704 Work
(505) 712-8608 Mobile
delopez@tcnm.us
PO Box 48
205 S Ninth Street
Estancia, NM 87016



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 C

Agreement Number: (SAPU-2024-0001)

**GENERAL AGREEMENT
BETWEEN THE
NATIONAL PARK SERVICE
AND THE
TORRANCE COUNTY SHERIFF'S OFFICE**

This agreement is entered into by and between the National Park Service (hereinafter "NPS"), an agency of the United States Department of the Interior, acting through the Superintendent of Salinas Pueblo Missions National Monument (hereinafter "SAPU" or "park"), and the **Torrance County Sheriff's Office (hereinafter "TCSO"), New Mexico**, acting through the Torrance County Sheriff. Throughout this agreement the NPS and the TCSO may be referred to jointly as "the parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

The purpose of this agreement is to establish the terms and conditions under which the parties will provide mutual law enforcement assistance and conduct search and rescue operations on lands within the Park's boundaries within Torrance County.

Currently, the NPS is responsible, pursuant to 54 U.S.C. § 102701(a)(1) "to designate . . . certain officers or employees of the Department of the Interior who shall maintain law and order and protect persons and property within areas of the National Park System." Likewise, the **Torrance County Sheriff's Office (hereinafter "TCSO"), New Mexico** is responsible for maintaining law and order and protecting persons and property within the **SAPU and the immediate surrounding areas.**

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of 54 U.S.C. § 102711, which authorizes the Secretary of the Interior to render "emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System" and 54 U.S.C. § 102701(b)(2), which authorizes the Secretary of the Interior to "cooperate, within the [National Park] System, with any State or political subdivision of a State in the enforcement of supervision of the laws or ordinances of that State or subdivision."

ARTICLE III - STATEMENT OF WORK

The Parties agree to the following:

A. In-park Law Enforcement Pursuant to 54 U.S.C. § 102701 and Search and Rescue Operations

1. In accordance with 54 U.S.C. § 102701, NPS Law Enforcement Officers shall enforce all applicable federal laws within "SAPU". Since SAPU doesn't have a law enforcement program, they will rely on other New Mexico Park units for assistance as needed.
2. NPS Law Enforcement Officers may enforce state laws within SAPU and the applicable county ordinances within the applicable portions of SAPU located within Torrance County.
3. As between the parties, the NPS shall be primarily responsible for responding to, investigating, prosecuting, or taking other appropriate action respecting violations of state law or county ordinances within the portion of SAPU located within Torrance County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the **TCSO**, and the **TCSO** shall provide such assistance to the extent that it is able to do so.
4. If an incident that occurs within the portion of SAPU located within Torrance County is a violation of both federal and state law, then the NPS shall determine, after consulting with the United States Attorney's Office and other appropriate agencies, whether the violation should be prosecuted through the federal or state system.
5. As between the parties, the NPS shall be primarily responsible for conducting search and rescue operations within the portion of SAPU located within Torrance County. If the NPS does not have sufficient personnel or other resources to do so, then the NPS shall promptly request assistance from the **TCSO**, and the **TCSO** shall provide such assistance to the extent that it is able to do so.

B. Out-of-park Emergency Law Enforcement assistance pursuant to 54 U.S.C. § 102711

1. For purposes of interpreting this agreement, an emergency is an immediate, serious threat to public health, safety, or property, including but not limited to the following:
 - a. Accidents or incidents involving a serious injury or fatality;
 - b. Crime scenes involving the protection of human life;
 - c. Officer in trouble;

- d. Felonies committed in the presence of the NPS Law Enforcement Ranger; or
 - e. Misdemeanors committed in the presence of a NPS Law Enforcement Officers that pose an immediate threat to public health, safety, or property.
- 2. Since SAPU doesn't have a law enforcement program, SAPU could only respond to a request from TCSO for emergency assistance if law enforcement from another park was nearby.
 - 3. NPS Law Enforcement Officers from other parks rendering emergency assistance to the **TCSO** pursuant to this agreement shall be deemed to be acting within the scope of their federal employment. Under no circumstances shall NPS Law Enforcement Officers be deemed to be "borrowed servants" of the **TCSO**.
 - 4. If NPS Law Enforcement from other parks renders emergency assistance, assistance will only be given until such time as the TCSO has enough resources on the scene to adequately control the emergency or until the emergency no longer exists, whichever comes first.

C. The parties further agree as follows:

- 1. The parties will exercise their best efforts to perform their responsibilities under this agreement in a timely and professional manner. However, nothing in this agreement is intended to restrict either party's lawful discretion to act (or not to act) in the manner it deems most appropriate in a particular situation.
- 2. Each party will bear its own costs for furnishing services under this agreement, and neither party will claim reimbursement for those costs from the other.
- 3. Nothing in this agreement will be construed to bind the NPS to expend in any one fiscal year any sum in excess of funds appropriated by Congress or allocated by the NPS for the purposes of this agreement.
- 4. Consistent with 54 U.S.C. § 102701(B), "Each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability arising out of or resulting from activities under this agreement. Each party will be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this agreement, including, but not limited to, the costs of investigating and defending

against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees). Notwithstanding the foregoing, the parties will cooperate with each other, to the maximum extent practicable in the investigation and defense of any claim, demand, or cause of action filed by a third party arising out of or resulting from activities under this agreement.”

5. The parties will coordinate all public information releases about law enforcement incidents, investigations, actions, or other matters involving both parties. No public information release by one party may refer to the other party or to any employee of the other party, by name or otherwise, without the other party's prior approval.
6. To the maximum extent possible under their respective legal authorities, the parties shall cooperate in the investigation or prosecution of any violation of federal or state law within **SAPU boundaries** and the immediate surrounding areas.

ARTICLE IV - TERM OF AGREEMENT

This agreement will be effective for a period of five years after the date of final signature, unless it is terminated earlier by one of the parties pursuant to article VIII below. At the conclusion of that five-year term, this agreement may be extended or renewed by written agreement of the parties.

ARTICLE V - KEY OFFICIALS

All communications and notices regarding this agreement shall be directed to the following key official(s) for each party:

For the NPS:

**Superintendent
P.O. Box 517
Mountainair, NM 87036
505-847-2585 ext. 225**

For the TCSO:

**Torrance County Sheriff
County Courthouse
Estancia, NM 87016
505-384-2706**

ARTICLE VI - PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the NPS to the TCSO shall be used and disposed of as set forth in the NPS Property Management Regulations.

ARTICLE VII - PRIOR APPROVAL

See Article II (Statement of Work) above.

ARTICLE VIII - REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports of incidents involving both parties.

ARTICLE IX - MODIFICATION AND TERMINATION

This agreement may be modified only by a written instrument executed by the parties.

Either party may terminate this agreement by providing the other party with sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and to try to resolve their differences amicably. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this agreement.

ARTICLE X - STANDARD CLAUSES

A. Civil Rights

During the performance of this agreement, the parties agree to abide by the terms of the USDI-Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

B. Officials Not to Benefit

No member of delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE XI - SIGNATURES

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

FOR THE NATIONAL PARK SERVICE:

Kathy Faz Garcia
Superintendent, Salinas Pueblo Missions National Monument

Date

FOR THE TORRANCE COUNTY SHERIFF'S OFFICE:

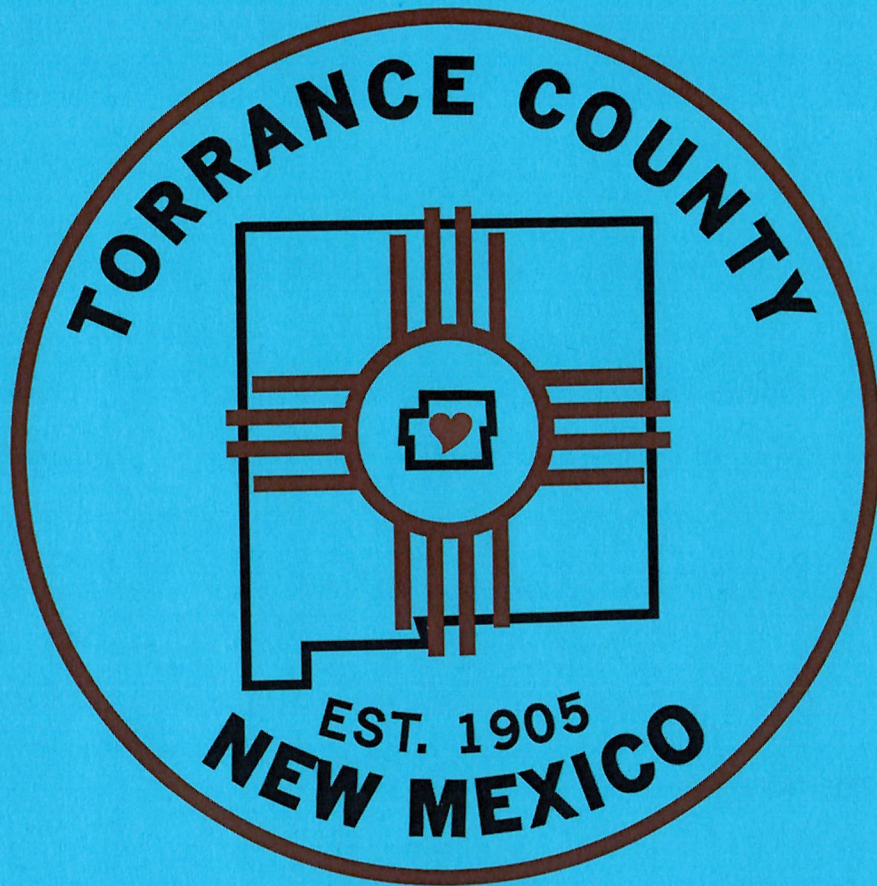
David Frazee
Sheriff, Torrance County

Date

FOR THE NATIONAL PARK SERVICE (APPROVAL):

Kate Hammond
Regional Director or Designee

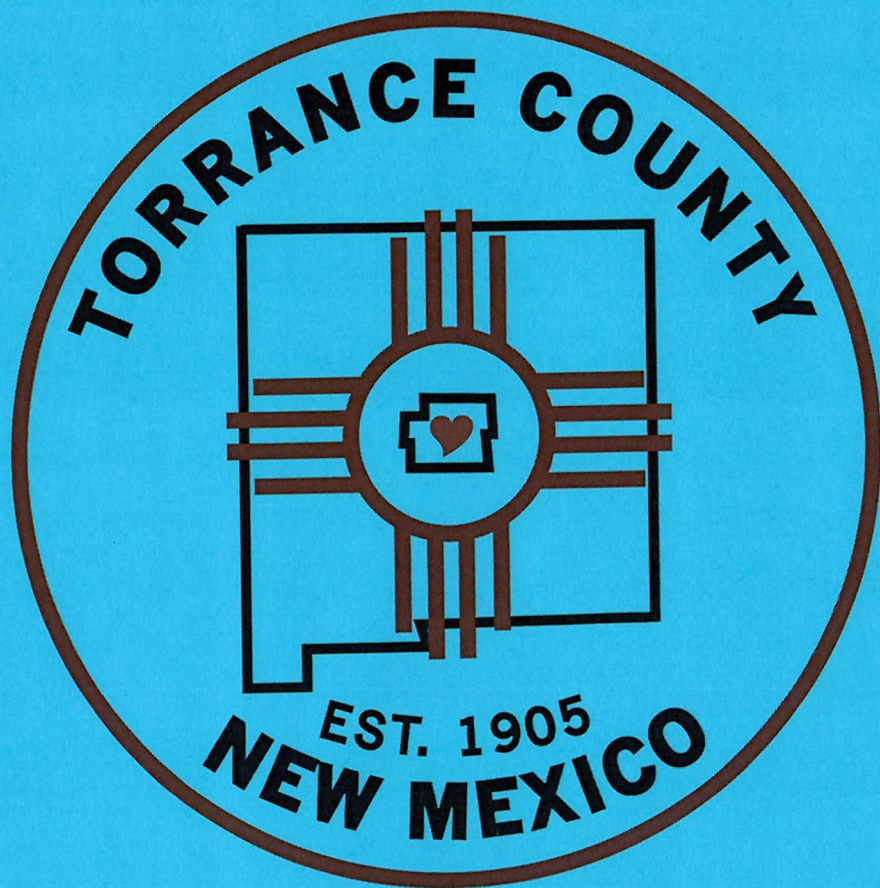
Date



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 D



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 E

Jim O. Winham

•
Fire Chief

•
505~712~8024

•
jwinham@tcnm.us



County of Torrance Fire Rescue EMS

PO Box 48 ~ Estancia, New Mexico ~ 87016

DRAFT TCFR EMS Plan

TCFR is submitting a draft plan to assume the areas as a primary EMS area of responsibility.

Summary

TCFR proposes staffing an additional 24 hour 7 days per week EMS Ambulance to be statically deployed in the District 5 area, in addition to moving a current EMS ambulance (from District 3) to the District 2 (Station 21) full time as a static unit to help cover the response area

The authorized strength for the EMS Division is 12 members. To assume the additional call volume anticipated, it is proposed to increase the authorized strength to 18 members, an increase of 6 (3 IP/PM and 3 EMTs).

Static deployment would require a new station in the area for the ambulance, it is requested that the County consider options for an EMS station/

Plan

1. **Personnel** - Increase authorized strength to 18 from 12. Currently TCFR has nine (9) positions active. Open positions are one promoted to lieutenant, inactive positions are one on medical leave, one position on grievance status.
 - a. Hire six new members (3 IP and 3 EMTs).
 - b. Institute hiring of a minimum of six PRN/Part time staff
 - i. PRN staff would be required to work a minimum of 32 hours per month EMS transport and fire.
 - ii. PRN staff would work 16-hour shifts and deployed as a dynamic resource covering areas of units that are on calls and be stationed at District 6 (Station 61) to provide much needed faster response times to the southern areas of the County.
 - iii. The proposed pay for the PRN would be \$24.00/hour to attract other Fire Service members who could work part time on their respective

days off. This would greatly supplement EMS and Fire coverage for the county.

- c. The minimum is three EMS units (not recommended) with four (demand) unit being optimal for coverage of the County. The four units are necessary for the area response and coverage for the extended mission times required for transport to Albuquerque receiving facilities. The additional unit would vastly reduce response times, increase patient care and provide for southern county area coverage.
2. **Ambulances** – TCFR EMS now has three (R3, R13, R14) full time stocked ambulances and a fourth (Rescue 11, International) that just requires a stretcher to be installed. In reserve we have Rescue 1 (Hummer), Rescue 12 (red van chassis) which needs to be repaired (turbo) needs repair.
 - a. The plan is to place Rescue 11 in service to move to the new area and have Rescue 12 repaired as a reserve.
3. **Equipment** – Medical and Controlled substances (soft supplies) we have the inventory on hand to use.
 - a. Cardiac monitors we have 3 Zoll's and 3 LifePak 12s to utilize.
 - b. We would need to order an additional CPR machine, currently we have the funds to purchase a Lucas machines.
 - c. A new Bariatric stretcher would be purchased to install in Rescue 11 (international). TCFR has the funds to purchase.
 - d. Consideration of purchasing a new ambulance or a remount of and out of service ambulance box.
4. **Deployment** – Static deployment plan
 - a. 1 Ambulance at District 5 area.
 - b. 1 Ambulance at D3, Station 31. (needs suppression system installed).
 - c. 1 Ambulance at D2, Station 21.
 - d. 1 Demand Ambulance (16-hour shift) stationed at District 6, Station 61 (Williard).
5. New EMS units would operate under the same PRC number (43650).
6. **Action** –
 - a. Immediately hire six (6) new Fire/EMS members.
 - b. Determine and obtain new EMS location.
 - c. Retrofit Rescue 11 with bariatric stretcher.
 - d. Order new CPR devices and stretcher.
 - e. Repair/replace Rescue 12 ambulance.
 - f. Develop new response/first in areas for the new and old AORs

7. Costs – TBD

- a. New hire costs
 - i. 3 EMTs at \$221,241 / annual
 - ii. 3 EMT-I at \$230,637 / annual
 - iii. Total - \$451,878
- b. New PRN costs
 - i. 4 @ \$24.00/hour v32 hours/month = \$36,864
- c. Rescue 11 upgrades (have funding)
- d. Repair/replace Rescue 12
- e. Purchase new CPR machines (Have funding)



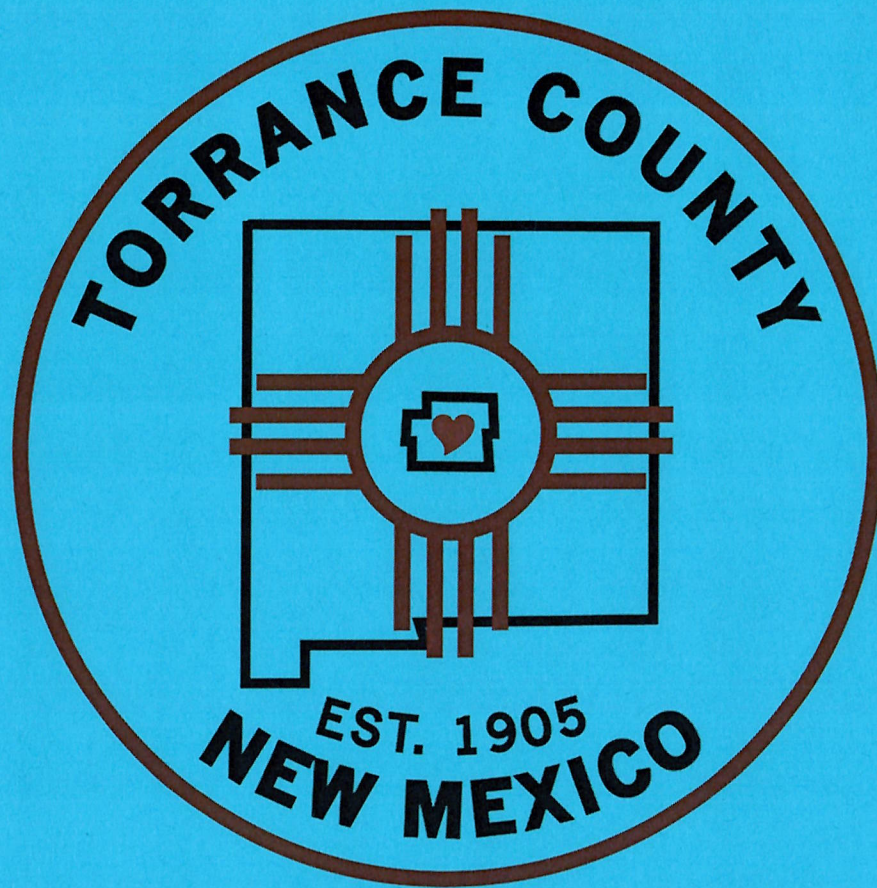
Jim O. Winham, BSN, RN, NRP-T
Chief of the Department.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 12 F



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 12 G



FY25 Firefighter Recruitment Fund

DFA invites NM state and local fire departments, including volunteer departments, to apply for funding to recruit firefighters and emergency medical technicians (EMTs) to improve the personnel capacity of fire departments.

When?

Fire departments must apply for funding from May 15, 2024, through June 15, 2024, at 5 PM.

How and Where?

Fully completed application must be submitted by June 15th, 2024 at 5 PM.

Application: <https://forms.office.com/g/A0HvfwBqag>

FAQ

What are the intentions of this fund?

This grant will help departments offset the cost of new firefighters and EMT recruits and help to improve response times, improve ISO ratings, and supplement existing paid and/or volunteer organizations with additional trained responders.

Can we recruit volunteer firefighters who would like to become full-time?

Yes. This fund will cover salaries and benefits for newly recruited full-time firefighters and EMTs. Current volunteers or outside recruit applicants are eligible. Please note that it's a structured allocation that decreases each year and the organization is required to match the funding sustain the totality of the costs year 4 and beyond.

Are benefits for their salaries covered with these funds?

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated for salaried firefighters and EMTs.

Can these funds be used for retention?

No. These funds are for recruiting and paying for salaries of full-time firefighters or EMTs for state and local departments.

Can we do recruitment bonuses/incentives to attract people?

No. These funds are to be used for salaries and benefits only.

Will the funds go directly to the applying agency?

No. By law, DFA must allocate funds to the local governing body or state agency, but the allocated money will be identified in the grant agreement for each agency.

Can volunteer firefighters be paid a salary under this fund?

No, volunteer firefighters cannot be paid a salary (*Fair Labor Standards Act of 1938, 29 U.S.C. § 203(e)(4)(A) (2019)*). However, eligible volunteers can apply for an opening within the department and become a full-time employee under this grant.

Can different departments apply under one application?

No. Each requesting local governing body or state agency should complete their own application and shall have the support of the local governing body.

Allocation Disbursement

1st Year Allocation - 100%

2nd Year Allocation - 50%

3rd Year Allocation - 25%

Recruitment Positions

Salaried Local and State Agency funds can be used:

To recruit firefighters and emergency medical technicians

Type of allowable positions:

- Uncertified Fire Fighters
- Certified Fire Fighters
- Uncertified EMT's
- Certified EMT's

Legal Name of Fire Department requesting funding.

TORRANCE COUNTY FIRE DEPARTMENT

What is your legally defined boundary according to your ISO?

The entire County of Torrance with the exceptions of the municipal boundaries of Moriarty, Mountainair, Estancia, and Encino.

What is your current ISO rating and what do you expect your ISO rating to improve to with added staff?

District 1 – 9 District 3 – 6 District 5 – 6

District 2 – 6 District 4 – 9 District 6 – 7

If you have paid firefighters/EMT's please describe the staffing schedule(s) and which stations are staffed at what times.

14 Full Time members deployed at Station 31, District 3

Schedule is 48 hours on and 96 hours off with a every third Sunday rotation

How many paid **firefighters** does your department fund?

14 members are funded

How many paid **firefighter** positions are vacant within your agency?

There two full time positions vacant

How many paid **EMTs** does your department fund?

14 EMS members

How many paid **EMT** positions are vacant within your agency?

2 EMS positions are vacant

How many volunteers does your department have?

48 volunteer members

What is the total number of POSITIONS for which you are requesting funding?

10 EMT/Firefighter positions

What is your average response time to a **medical** emergency?

27 minutes plus

What is your average response time to a **fire** emergency?

25 minutes

What training and support programs do you offer or plan to offer to recruit firefighters and EMTs?

Academy based firefighter

Will these new recruit trainings comply with State and/or National Standards such as NFPA, IFSAC, ProBoard, NAEMT, NM EMS Bureau, NM Fire Marshall's Office, etc?

The training curriculum will be in accordance with all the above guidelines and regulations.

What specific goals do you aim to achieve with this grant?

Decrease the response time for all emergency responses.

Increase the number of initial first on scene firefighters.

Maintain a consistent, reliable response capability.

Decrease property loss.

Institute a consistent EMS first response program county-wide.

Increase cardiac arrest survival rates to above 35%.

Institute a county-wide technical rescue task force.

Develop an arson investigation and community risk reduction plan.

Provide county-wide, interagency training.

Develop a hazardous materials response task force.

Meet and exceed NFPA and NMSFMO standards and guidelines.

How do you plan to sustain the initiatives launched with this grant once the funding period ends? Do you have the support of the local governing body to apply for this grant, AND provide the matching financial resources required for the new recruits for years 2-3 and sustain these new positions for year 4 and beyond?

The support of the Torrance County Commissioners .

What steps will you take to recruit firefighters/EMTs with this fund?
What are the known barriers for your agency to successfully recruit firefighters and EMTs?

The ability to hire full time and PRN members will allow members the opportunity to move into a paid position. Recruiting efforts will be regional and the Department will additionally hire PRN (Part time) firefighters, both lateral and entry level. The philosophy we will undertake is like college football recruiting, in home visits, recruitment drives, social media blitz and the use of best practices promulgated by

the IAFC, IAFF, NAEMSA, etc. The Department will also provide required training and contracts for Intermediate and Paramedic school training.

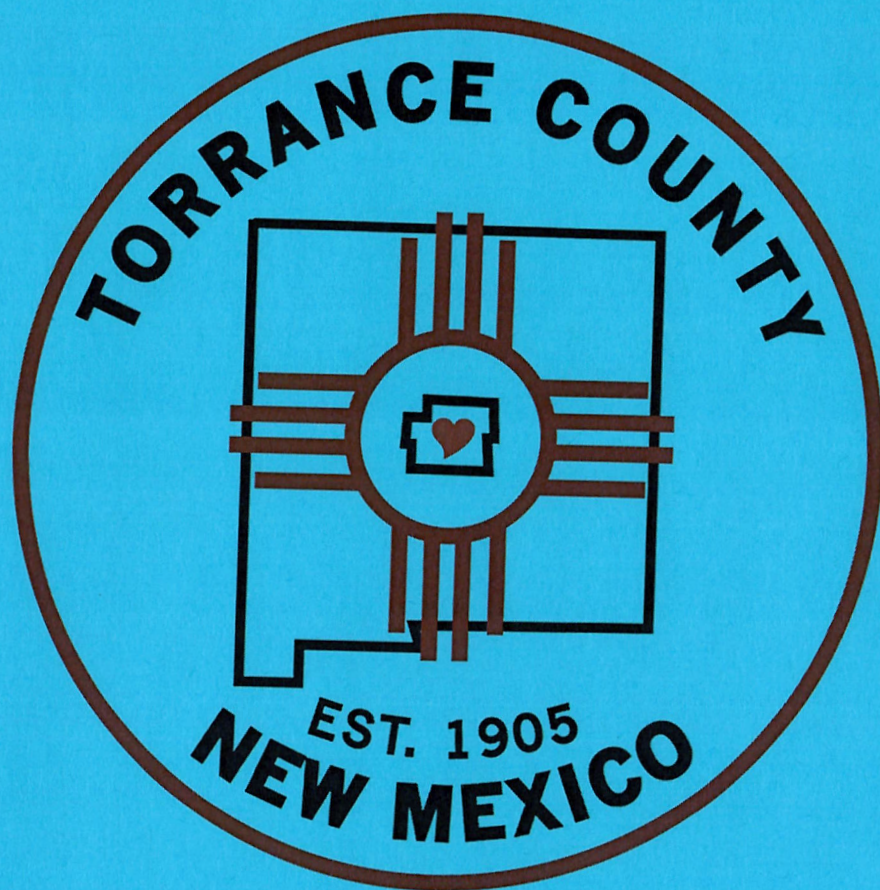
Would it be helpful for your department if there was a large statewide recruitment campaign for new and lateral firefighters/EMTs (i.e. regional outreach events advertising and media marketing materials, etc.)?

This would be a great idea with the only concern being the larger departments would reap the benefits with the ability to offer more. The smaller departments could benefit from lateral PRN positions.

What strategies will your agency utilize to recruit firefighters and EMTs? Are there any specific vacancies or shortages that your agency would aim to address with this fund?

The ability to hire full-time and PRN members will allow members the opportunity to move into a paid position. Recruiting efforts will be regional and the Department will additionally hire PRN (Part time) firefighters, both lateral and entry level. The philosophy we will undertake is like college football recruiting, in home visits, recruitment drives, social media blitz and the use of best practices promulgated by the IAFC, IAFF, NAEMSA, etc. The Department will also provide required training and contracts for Intermediate and Paramedic school training.

Please include any additional information you believe is pertinent and hasn't been addressed?



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 H



New Mexico

Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

JASON R. BOWIE
CABINET SECRETARY

W. TROY WEISLER
CHIEF / DEPUTY SECRETARY

SYLVIA M. SERNA
DEPUTY SECRETARY

May 6, 2024

Dear Law Enforcement Partners,

The Law Enforcement Retention Fund (LERF), Section 36 of HB 68, passed by the New Mexico Legislature in the 2022 Regular Session became effective May 19, 2022; and amended in HB 193 in the 2024 Regular Session, in the State Treasury.

Monies from LERF are available to law enforcement agencies to provide retention differential disbursements to those full-time certified officers who remain employed with the agency for an additional year after reaching four (4), nine (9), fourteen (14), nineteen (19) years of employment as a law enforcement officer. Officers with twenty (20) or more years of service are now eligible for annual disbursement provided they remain employed for an additional year.

The New Mexico Department of Public Safety (DPS) is charged with the responsibility of administering the fund, including disbursing monies to eligible agencies, and monitoring the further disbursement of those funds to eligible officers.

In its capacity as administrator, DPS has engaged in rulemaking and the implementation of an online application portal through which each eligible law enforcement agency seeking funds from LERF may submit an eligibility application on or before Friday, May 31, 2024. DPS will not accept applications or changes to submitted applications beyond this deadline.

During the week of May 6, 2024, you will receive an electronic invitation to the LERF portal link, only one user per agency will be granted access. Through the portal, each agency that believes itself eligible to receive LERF funds on behalf of its eligible officers, will be able to apply for LERF monies. Access will be granted to your agency's designated Administrator, along with the requirement that all applications are submitted on behalf of the agency. Individual officer applications will not be accepted.

HB 193 changes that impact this Year 3 Application Cycle are:

- All officers must be certified and employed full-time. Non-certified and part-time employment is no longer eligible for service credit consideration.
- Lateral hires and reinstatements can claim full credit for total law enforcement experience in New Mexico provided it is both certified and full-time.
- Officers with 20+ years of service are now eligible for an annual disbursement provided they remain employed for an additional year.

- Law Enforcement Agencies must be compliance with the New Mexico Law Enforcement Training Act NMSA 1978:
 - Section 29-7-7.1 -- In-Service Law Enforcement Training; Requirements; Eligibility; Penalties for Failure to Complete or Report Requirements

- DPS will verify compliance with Section 29-7-7.1 before award notifications and funds are issued.

NMAC Rule 10.2.4, *Law Enforcement Retention Fund Reporting, Monitoring, and Administration* is being revised to include the HB 193 changes and will be released shortly. The current rule can be viewed at:

<https://www.dps.nm.gov/wp-content/uploads/2023/04/10.2.4-LERF-Reporting-Monitoring-and-Administration-.pdf>

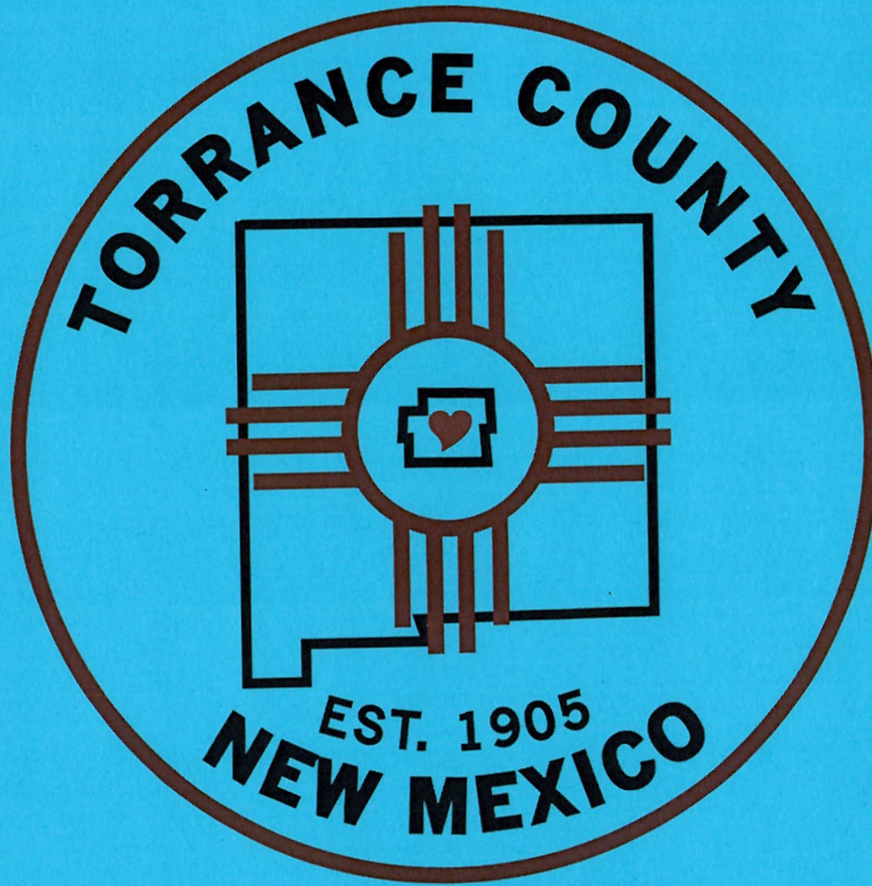
If you have questions, you may contact DPS by e-mail at DPS.LERF@dps.nm.gov.

Best Regards,



Jason R. Bowie
Cabinet Secretary

first name	middle name	last name	ssn	date of hire	has current certification	date of NM LE certification	employed full time (y/n)	annual base salary FY 2023	social security paid by agency	medicare paid by agency (y/n)	lateral hire (y/n)	received additional	left agency (y/n)	received year one payment	received year two payment
David	E	Frazee	585-36-2114	1/1/2023	y	sheriff	y	72164	y	y	n	n	n	n	n
Eli	Z	Lucero	585-43-7175	1/1/2023	y	2002	y	71195	y	y	n	y	y	n	n
Kent	R	Ballard	585-67-1009	8/2/2007	y	9/12/2008	y	76960	y	y	n	y	n	n	y
Ryan	R	Cordova-Collie	585-79-4313	9/18/2017	y	2018	y	69680	y	y	n	y	y	n	y
Jordan		Duran	525-83-2676	3/12/2018	y	6/6/2014	y	69680	y	y	y	y	n	n	y
Monica	R	Torres	525-57-9021	3/15/2021	y	1/30/2004	y	60320	y	y	y	y	y	n	n
Alexander		Schwerdel	649-10-4312	10/29/2018	y	5/15/2019	y	58240	y	y	n	y	n	n	n
Isaac	R	Aragon	585-97-8838	4/17/2023	y	2018	y	58240	y	y	n	y	n	n	n
Pablo	H	Arreola	649-12-4844	3/12/2018	y	2018	y	59280	y	y	n	n	y	n	n
Thomas	D	Carter	230-05-1507	8/9/2021	y	4/22/2010	y	59280	y	y	y	n	y	n	n
Eunice		Cervantez-Lopez	606-12-8948	4/3/2023	y	12/13/2023	y	37440	y	y	n	n	n	n	n
John	P	Curran III	001-82-6932	4/17/2023	y	12/20/2018	y	58240	y	y	y	n	y	n	n
Tate		Fetty	649-09-3075	9/27/2022	y	12/18/2019	y	58240	y	y	y	n	y	n	n
Joshua	T	Long	566-65-0728	4/15/2023	y	12/13/2023	y	37440	y	y	n	n	n	n	n
Matthew	J	Martinez	649-10-7780	10/11/2021	y	2018	y	58240	y	y	y	y	y	n	n
Cesar		Quintana	648-10-1166	7/8/2019	y	2020	y	58240	y	y	n	y	n	n	n
Ronald	S	Saavedra	585-25-9952	4/24/2023	y	8/16/1994	y	61360	y	y	y	n	n	n	n
Reese		Swatworth	147-74-2928	9/9/2019	y	12/14/2018	y	58240	y	y	n	y	y	n	n
Chad		Whitson	449-83-5648	3/2/2019	y	2008	y	60320	y	y	y	y	y	n	n
Erwin		Young	585-74-4273	9/7/2004	y	2004	y	61360	y	y	n	y	n	n	n
Stephanie		Reynolds	525-61-8817	8/28/2023	n		y	80000	y	y	y	n	n	n	n
John		Stocum	525-25-5430	1/7/2008	n		y	56368	y	y	n	n	n	n	n
Cervantes		Ulises	614-24-4616	4/9/2024	n		y	41600	y	y	n	n	n	n	n
Edward		Quinonez	585-91-9217	7/10/2023	y	12/2/2021	y	62400	y	y	n	n	n	n	n
Ricardo		Sanchez	576-29-1274	4/9/2024	n		y	41600	y	y	n	n	n	n	n
Jeffery		Swinford	601-34-2816	4/16/2024	n		y	41600	y	y	n	n	n	n	n



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 I

FY2025 Senior Center Applications

Estancia Senior Center Application

Amount Requested: 112,000

New Moriarty Senior Center Application

Amount Requested: \$141,780.00

Mountainair Senior Center Application

Amount Requested: \$ 105,000

Estancia Senior Center Application

Amount Requested: 112,000

New Moriarty Senior Center Application

Amount Requested: \$141,780.00

Infrastructure Capital Improvement Plan FY 2026-2030

Estancia Senior Center (PMS) Project Summary

ID	Year	Rank	Project Title	Category	Funded	2026	2027	2028	2029	2030	Total	Amount	Phases?
					to date						Project	Not Yet	
											Cost	Funded	
36912	2026	001	Estancia Senior Center Renovations	Facilities - Senior Facilities	169,621	112,000	0	0	0	0	281,621	112,000	No
36909	2027	001	Purchase and Equip Delivery/Transportation Vehicle	Vehicles - Senior Facility Vehicle	45,333	0	55,000	0	0	55,000	155,333	110,000	Yes
36914	2028	001	Purchase and Replace Meals Equipment	Equipment - Senior Center Equipment	0	30,000	15,000	15,000	15,000	15,000	90,000	90,000	No
Number of projects:					3								
Grand Totals					Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:	
					214,954	142,000	70,000	15,000	15,000	70,000	526,954	312,000	

**NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT – CAPITAL PROJECTS BUREAU
SUBJECT MATTER EXPERT FORM**

CAPITAL OUTLAY REQUEST APPLICATION (REQUIRED ATTACHMENT)

The Aging and Long Term Services Department will consider applications that demonstrate high and critical needs that address an urgent or emergency situation which may endanger occupants of the premises or create a serious threat to the health and/or safety of citizens.

<i>Name of Project:</i> Estancia Senior Center	<i>Applicant:</i> Torrance County
--	-----------------------------------

Project contact name, phone number & email address:
Amanda Lujan, Grants Administrator; Office 505-544-4309, Cell 505-205-2324; alujan@tcnm.us

PROJECT EVALUATION STATEMENTS BY SUBJECT MATTER EXPERT

The subject matter expert must have thoroughly evaluated the proposed project and provide an unbiased statement specifically addressing the issue(s). *Please attach a detailed cost estimate or quote and provide a budget breakdown for the total project costs.* Subject matter experts may include State Fire Marshall's Office, Environment Department, Department of Health, Office of Environmental Health, facility managers/ engineers, nutrition experts, vendors, or other independent contractors.

This required attachment is available electronically on the ALTSD website:
<http://www.nmaging.state.nm.us/capital-outlay.aspx>

From the subject matter expert's point of view, please explain why the situation requires immediate action to remediate the issue.

Parking at the facility has become a concern, drainage has been addressed but parking lot needs to be paved and restriped. Improvements are needed to maintain safety of the facility both internal and external such as stucco. HVAC needs to be replaced

In your expert opinion, verify that the proposed project was not a direct cause of poor maintenance or neglect; and/or how steps were taken to prevent, alleviate and or correct the situation.

Structural build of the facility and civil engineering design flaws.
Other proposed changes will reduce maintenance, electric and cooling cost as well as maintain fleet out of the direct elements.

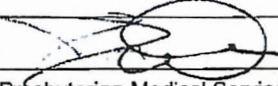
Explain how the situation will disrupt a senior center from operating or how failure is imminent if the issues are not corrected in a timely manner.

Currently site is challenged with civil concerns with regards to emergency egress specifically during and after inclement weather has been experienced in the region. Site upgrade would improve egress and overall safety for the site.

Subject matter expert statement and evaluation of findings:

General corrective maintenance required before further costly damage occurs. HVAC and lighting upgrades required. Carport for fleet storage will minimize weather damage.

Provide budget a breakdown for the total project cost. <i>Attach a copy of the cost estimate/quote.</i>	Total Project Cost
Renovation the parking lot to include resurfacing, striping and signage	\$59,808.00
Install carport to protect senior fleet from the elements	\$10,707.00
Upgrade to LED lighting throughout building, upgrade DC cooling, install water softener	\$38,074.00
Repair stucco and paint exterior	\$15,259.00
Install solar panels on top of carport to power senior center	\$25,592.00

Subject Matter Expert Signature:  *Date:* 5.29.24 *Print Name:* Patrick Dyer, General Services Director

Company Name: Presbyterian Medical Services *Work Number:* (505) 982-5565
Address: 1422 Paseo de Peralta, Santa Fe, NM 87504 *Cell Number:* (505) 660-8391
Email Address: patrick.dyer@pmsnm.org *Website Address:* pmsnm.org

*Estimates/quotes submitted by the Subject Matter Expert do not guarantee the award of project to vendor.

Asset Management Listing for Facility/Fixtures

FACILITY/FIXTURE INVENTORY LISTING

NAME OF FACILITY: Estancia Senior Center

SENIOR CENTER ADMINISTRATOR: Lisa Lujan

MONITOR: _____

DATE: 5/17/24 FACILITY INSPECTION BY: Patrick Dyer/Angela Coburn/Lisa Lujan BI-ANNUAL OR ANNUAL INSPECTION: Annual

Area	Outstanding	Good	Satisfactory	Poor	<input type="checkbox"/> Critical <input type="checkbox"/> Non Critical <input type="checkbox"/> No Findings Corrective Action Description
Performance Items					
Roadway\Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repave asphalt parking-in process County is working on bid for completion
Site Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Recreation Grounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Site Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Grounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Exterior					
Windows\Calking	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Finishes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Entry\Exterior doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Roof\Flashing\Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Building Interior					
Walls\Floors\Ceilings	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stucco cracking – painting. Multiple cracks. Replace carpeting in administrative area (carpet or VCT)
Interior Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Housekeeping	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Equipment and Systems					
Electrical Distribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	LED Upgrades
Fire Protection System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Rooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Heating\Cooling\Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AC cooling unit upgrade in kitchen needed.
Air Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen Equipment\Refrigeration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing\Water Heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Expansion tank/water softener.
Area	Outstanding	Good	Satisfactory	Poor	
Maintenance Management					
PM Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FIMS and Equipment Data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Contractor Oversight	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Facilities Master Plan (Renewal)



Need to create

MEALS EQUIPMENT / OTHER EQUIPMENT INVENTORY LISTING

NAME OF FACILITY: Estancia SENIOR CENTER ADMINISTRATOR: Lisa Lujan MONITOR: _____
 DATE: April 2024 INVENTORY TAKEN BY: Lisa Lujan BI-ANNUAL OR ANNUAL INVENTORY: Annual

Kitchen Equipment	Purchase Date	Purchase Amount (original)	Serial Number	Senior Center Tag Number	Condition Good, fair, poor	Meets the Need of the Center	Meet Safety Standards (yes or no)	Replacement Recommended	Comments
Stoves									
6 Burner Gas Range w/Griddle/Broiler 2 ovens					Fair				
10 Burner Gas Range w 2 ovens									
6 Burner Gas Range 12 Ovens									
4 Burner Gas Range 1 Oven									
Microwave Ovens									
Commercial size Microwave Oven (Heavy Duty)	2021		3 see comment section		Fair				3- TA96150493, 6C72066621, and 6H41110532
Commercial size Microwave Oven (single oven)									
Conveyor Toaster									
Convection Ovens									
Convection Oven Single Deck	2014		12133688		Good	Yes	Yes	No	Duke Manufacturing
Convection Oven Double Decker									
Fryers									
Gas Fryer									
Counter Top Gas Griddle									
Electric Fryer									
Hood Exhaust System									
60" Chimney Wall Range Hood			01111398		Good	Yes	No	No	Needs repair to shut down when needed
48" Chimney Wall Range Hood									
30" Chimney Wall Range Hood									
Commercial Dishwasher									
Door type Dishwasher									
Conveyor Type Dishwasher									
Under-Counter Dishwasher	2021		ET-AF-3		Fair	Yes			American Dish

Mountainair Senior Center Application

Amount Requested: \$ 105,000

Infrastructure Capital Improvement Plan FY 2026-2030

Mountainair Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2026	2027	2028	2029	2030	Total	Amount	Phases?
											Project Cost	Not Yet Funded	
36944	2026	001	Senior Center Renovations	Facilities - Senior Facilities	410,000	90,000	0	0	0	0	500,000	90,000	Yes
36945	2026	002	Purchase and Replace Meals Equipment	Equipment - Senior Center Equipment	0	150,000	0	0	0	0	150,000	150,000	No
36940	2027	001	Delivery/Transportation Vehicle	Vehicles - Senior Facility Vehicle	0	0	55,000	0	0	55,000	110,000	110,000	Yes
Number of projects:			3										
Grand Totals			Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:		Total Not Yet Funded:		
			410,000	240,000	55,000	0	0	55,000	760,000		350,000		

NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT – CAPITAL PROJECTS BUREAU

SUBJECT MATTER EXPERT FORM

CAPITAL OUTLAY REQUEST APPLICATION (REQUIRED ATTACHMENT)

The Aging and Long Term Services Department will consider applications that demonstrate high and critical needs that address an urgent or emergency situation which may endanger occupants of the premises or create a serious threat to the health and/or safety of citizens.

<i>Name of Project:</i> Mountainair Senior Center	<i>Applicant:</i> Torrance County
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Project contact name, phone number & email address:
Amanda Lujan, Grants Administrator; Office 505-544-4309, Cell 505-205-2324; alujan@tcnm.us

PROJECT EVALUATION STATEMENTS BY SUBJECT MATTER EXPERT

The subject matter expert must have thoroughly evaluated the proposed project and provide an unbiased statement specifically addressing the issue(s). Please attach a detailed cost estimate or quote and provide a budget breakdown for the total project costs. Subject matter experts may include State Fire Marshall's Office, Environment Department, Department of Health, Office of Environmental Health, facility managers/ engineers, nutrition experts, vendors, or other independent contractors.

This required attachment is available electronically on the ALTSD website:
<http://www.nmaging.state.nm.us/capital-outlay.aspx>

From the subject matter expert's point of view, please explain why the situation requires immediate action to remediate the issue.

Repairs are required to maintain the structural integrity of the facility. HVAC and electrical upgrades are necessary to increase the efficiency of the facility. Carport will be needed for transportation fleet and parking concerns due to drainage and erosion.

In your expert opinion, verify that the proposed project was not a direct cause of poor maintenance or neglect; and/or how steps were taken to prevent, alleviate and or correct the situation.

The facility has aged and will need specific site improvements per USBC building code to increase life expectancy for the facility.


Explain how the situation will disrupt a senior center from operating or how failure is imminent if the issues are not corrected in a timely manner.

Facility is in need of wall, ceiling, HVAC, and mechanical upgrades. Due to the age of the facility, these items if not addressed would be a concerns for patrons and employees.

Subject matter expert statement and evaluation of findings:

Building is experiencing concerns with the aging of the facility. Structural site improvements are needed to maintain building integrity. New electrical distribution needed throughout the facility to meet code requirements. General corrective maintenance required before further costly damage occurs. HVAC and lighting upgrades required. Carport for fleet storage will minimize weather damage.

Provide budget a breakdown for the total project cost. <i>Attach a copy of the cost estimate/quote.</i>	Total Project Cost
Install carport to protect senior fleet from the elements add solar panels to carport	\$36,000.00
Install photovoltaic system	\$28,006.00
Upgrade to LED lighting throughout building, upgrade DC cooling, install water softener	\$38,074.00
Install split HVAC system in shuffleboard court	\$7,500.00
Install new electrical distribution system	\$30,000.00

<i>Subject Matter Expert Signature:</i> 	<i>Date:</i> 5.22.24	<i>Print Name:</i> Patrick Dyer, General Services Director
<i>Company Name:</i> Presbyterian Medical Services	<i>Work Number:</i> (505) 982-5565	<i>Cell Number:</i> (505) 660-8391
<i>Address:</i> 1422 Paseo de Peralta, Santa Fe, NM 87504	<i>Website Address:</i> pmsnm.org	
<i>Email Address:</i> patrick.dyer@pmsnm.org		

*Estimates/quotes submitted by the Subject Matter Expert do not guarantee the award of project to vendor.

Asset Management Listing for Facility/Fixtures

FACILITY/FIXTURE INVENTORY LISTING

NAME OF FACILITY: Mountainair Senior Center SENIOR CENTER ADMINISTRATOR: Lisa Lujan MONITOR: _____

DATE: 05/17/2024 FACILITY INSPECTION BY: Patrick Dyer/Angela Coburn/Lisa Lujan BI-ANNUAL OR ANNUAL INSPECTION: Annual

Area	Outstanding	Good	Satisfactory	Poor	<input type="checkbox"/> Critical <input type="checkbox"/> Non Critical <input type="checkbox"/> No Findings Corrective Action Description
Performance Items					
Roadway\Parking	<input type="checkbox"/>		<input checked="" type="checkbox"/>		Repave asphalt
Site Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Recreation Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Site Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow on sidewalk grade is inverted
Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks have damage due to use of salt for the ice/snow.
Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Building Exterior					
Windows\Calking	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Walls\Finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair throughout – cosmetic.
Entry\Exterior doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building settling has caused issues w/several doors need to be replaced.
Roof\Flashing\Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Building Interior					
Walls\Floors\Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Needs subsurface leveling throughout completed in all but pool room and that is in process
Interior Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Housekeeping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cistern needs to be repaired-not currently in use
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Equipment and Systems					
Electrical Distribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Needs to be upgraded.
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs to be upgraded to LED lights throughout the building.
Fire Protection System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Rooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Heating\Cooling\Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Upgrade AC cooling from swamp cooler. Shuffle board room needs A/C upgrade
Air Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen Equipment\Refrigeration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/Stove – Convection oven. On going repairs to walk in cooler/freezer unit
Plumbing\Water Heaters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Maintenance Management					
PM Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FIMS and Equipment Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Contractor Oversight	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Facilities Master Plan (Renewal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Need to create

MEALS EQUIPMENT / OTHER EQUIPMENT INVENTORY LISTING

NAME OF FACILITY: Mountainair SENIOR CENTER ADMINISTRATOR: Lisa Lujan MONITOR: _____
 DATE: April 2024 INVENTORY TAKEN BY: Lisa Lujan BI-ANNUAL OR ANNUAL INVENTORY: Annual

Kitchen Equipment	Purchase Date	Purchase Amount (original)	Serial Number	Senior Center Tag Number	Condition Good, fair, poor	Meets the Need of the Center	Meet Safety Standards (yes or no)	Replacement Recommended	Comments
Stoves									
6 Burner Gas Range w\Griddle\Broiler 2 ovens	2005				Fair				
10 Burner Gas Range w 2 ovens									
6 Burner Gas Range \2 Ovens									
4 Burner Gas Range 1 Oven									
Microwave Ovens									
Commercial size Microwave Oven (Heavy Duty)	2021		6H41110520		Excellent				
Commercial size Microwave Oven (single oven)									
Conveyor Toaster									
Convection Ovens									
Convection Oven Single Deck									
Convection Oven Double Decker									
Fryers									
Gas Fryer									
Counter Top Gas Griddle									
Electric Fryer									
Hood Exhaust System									
60" Chimney Wall Range Hood									
48" Chimney Wall Range Hood									
30" Chimney Wall Range Hood									
Commercial Dishwasher									
Door type Dishwasher									
Conveyor Type Dishwasher									
Under-Counter Dishwasher	2020		23-1105-225		Fair	Yes		Possible	Jackson Dishstar LT

Asset Management Listing for Facility/Fixtures

FACILITY/FIXTURE INVENTORY LISTING

NAME OF FACILITY: Mountainair Senior Center SENIOR CENTER ADMINISTRATOR: Lisa Lujan MONITOR: _____

DATE: 05/17/2024 FACILITY INSPECTION BY: Patrick Dyer/Angela Coburn/Lisa Lujan BI-ANNUAL OR ANNUAL INSPECTION: Annual

Area	Outstanding	Good	Satisfactory	Poor	<input type="checkbox"/> Critical <input type="checkbox"/> Non Critical <input type="checkbox"/> No Findings
					Corrective Action Description
Performance Items					
Roadway\Parking	<input type="checkbox"/>		<input checked="" type="checkbox"/>		Repave asphalt
Site Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Recreation Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Site Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Flow on sidewalk grade is inverted
Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks have damage due to use of salt for the ice/snow.
Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Building Exterior					
Windows\Calking	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
Walls\Finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Repair throughout – cosmetic.
Entry\Exterior doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building settling has caused issues w/several doors need to be replaced.
Roof\Flashing\Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Building Interior					
Walls\Floors\Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Needs subsurface leveling throughout completed in all but pool room and that is in process
Interior Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Housekeeping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cistern needs to be repaired-not currently in use
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Equipment and Systems					
Electrical Distribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Needs to be upgraded.
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs to be upgraded to LED lights throughout the building.
Fire Protection System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Rooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Heating\Cooling\Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Upgrade AC cooling from swamp cooler. Shuffle board room needs A/C upgrade
Air Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen Equipment\Refrigeration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Range/Stove – Convection oven. On going repairs to walk in cooler/freezer unit
Plumbing\Water Heaters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Maintenance Management					
PM Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FIMS and Equipment Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Contractor Oversight	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Facilities Master Plan (Renewal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Need to create
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**NEW Moriarty Senior Center
Application**

Amount Requested: \$141,780

Infrastructure Capital Improvement Plan FY 2026-2030

Moriarty Senior Center Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2026	2027	2028	2029	2030	Total	Amount	Phases?
											Project Cost	Not Yet Funded	
36934	2026	001	New Senior Center Building	Facilities - Senior Facilities	53,599	141,780	1,750,000	65,000	0	0	2,010,379	1,956,780	Yes
37213	2026	002	Moriarty Senior Center Renovations	Facilities - Senior Facilities	60,500	112,000	0	0	0	0	172,500	112,000	No
36930	2027	001	Purchase and Equip Delivery/Transportation Vehicle	Vehicles - Senior Facility Vehicle	45,333	0	0	45,000	0	0	90,333	45,000	No
42472	2030	002	Purchase and Equip Vehicles	Vehicles - Senior Facility Vehicle	0	0	0	0	0	0	0	0	No

Number of projects: 4

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	159,432	253,780	1,750,000	110,000	0	0	2,273,212	2,113,780

NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT – CAPITAL PROJECTS BUREAU

SUBJECT MATTER EXPERT FORM

CAPITAL OUTLAY REQUEST APPLICATION (REQUIRED ATTACHMENT)

The Aging and Long Term Services Department will consider applications that demonstrate high and critical needs that address an urgent or emergency situation which may endanger occupants of the premises or create a serious threat to the health and/or safety of citizens.

<i>Name of Project:</i> Moriarty Senior Center	<i>Applicant:</i> Torrance County
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Project contact name, phone number & email address:
Amanda Lujan, Grants Administrator; Office 505-544-4309, Cell 505-205-2324; alujan@tcnm.us

PROJECT EVALUATION STATEMENTS BY SUBJECT MATTER EXPERT

The subject matter expert must have thoroughly evaluated the proposed project and provide an unbiased statement specifically addressing the issue(s). Please attach a detailed cost estimate or quote and provide a budget breakdown for the total project costs. Subject matter experts may include State Fire Marshall's Office, Environment Department, Department of Health, Office of Environmental Health, facility managers/ engineers, nutrition experts, vendors, or other independent contractors.

This required attachment is available electronically on the ALTSD website:
<http://www.nmaging.state.nm.us/capital-outlay.aspx>

From the subject matter expert's point of view, please explain why the situation requires immediate action to remediate the issue.

The cost of a full renovation to bring the building fully up to code has a significant impact. Building is near the end of life expectancy and is considered to have various safety concerns.

In your expert opinion, verify that the proposed project was not a direct cause of poor maintenance or neglect; and/or how steps were taken to prevent, alleviate and or correct the situation.

Several site additions over the years have caused the numerous electrical, plumbing and elevation issues that currently exist. The county does adequate maintenance but the aging facility will continue to cost more and more as the building continues to deteriorate.


Explain how the situation will disrupt a senior center from operating or how failure is imminent if the issues are not corrected in a timely manner.

Parking is unsafe for pedestrian use, noticable electrical and plumbing concerns throughout the facility, roof structure is poor and will cause more damage if not addressed.

Subject matter expert statement and evaluation of findings:

This building is visibly aged and in poor overall condition, will require on-going costly repairs to remain operational, recommend replacement at a new location with optimal space for adequate parking.

Provide budget a breakdown for the total project cost. <i>Attach a copy of the cost estimate/quote.</i>	Total Project Cost
Shell exterior windows and doors (see attachment)	\$20,000.00
Interiors-design finishes (see attachment)	\$125,000.00
Services- mechanical and lighting upgrades (see attachment)	\$130,000.00
Equipment & Furnishings-(see attachment)	\$50,000.00
Special construction-demolition of existing materials (see attachments)	\$25,000.00
Total building renovation costs (see attachment)	\$450,000.00

<i>Subject Matter Expert Signature:</i> 	<i>Date:</i> 5.23.24	<i>Print Name:</i> Patrick Dyer, General Services Director
<i>Company Name:</i> Presbyterian Medical Services	<i>Work Number:</i> (505) 982-5565	
<i>Address:</i> 1422 Paseo de Peralta, Santa Fe, NM 87504	<i>Cell Number:</i> (505) 660-8391	
<i>Email Address:</i> patrick.dyer@pmsnm.org	<i>Website Address:</i> pmsnm.org	

*Estimates/quotes submitted by the Subject Matter Expert do not guarantee the award of project to vendor.

Asset Management Listing for Facility/Fixtures

FACILITY/FIXTURE INVENTORY LISTING

NAME OF FACILITY: Moriarty Senior Center

SENIOR CENTER ADMINISTRATOR: Lisa Lujan

MONITOR: _____

DATE: 5/17/2024 FACILITY INSPECTION BY: Patrick Dyer/Angela Coburn/Lisa Lujan BI-ANNUAL OR ANNUAL INSPECTION: Annual

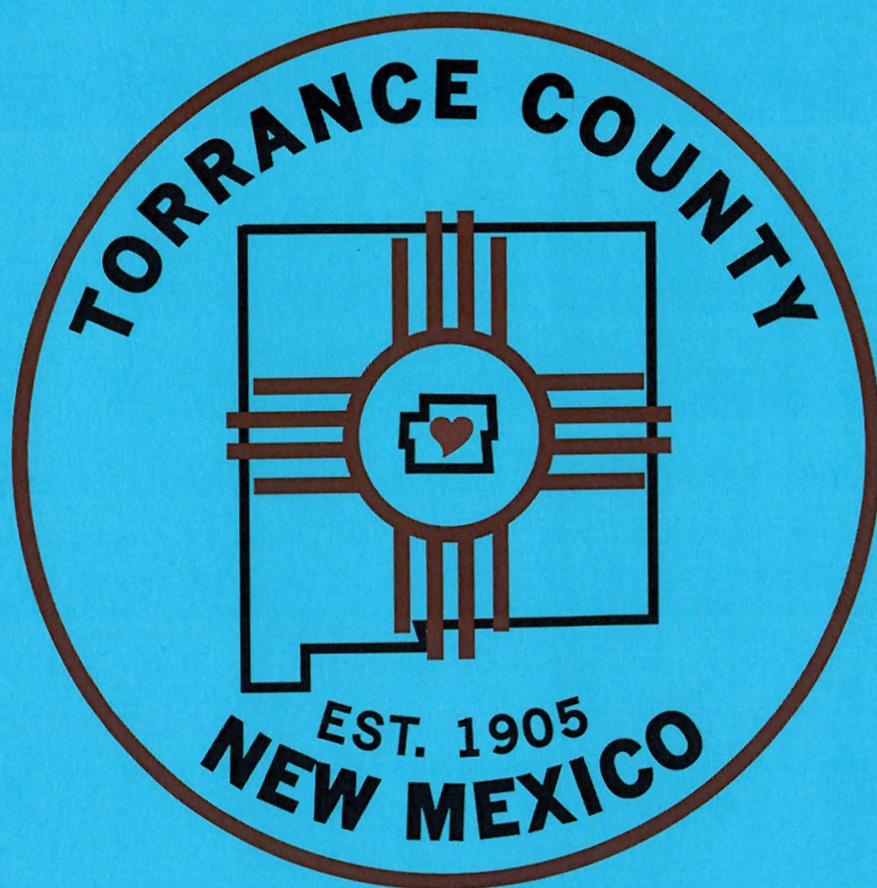
Area	Outstanding	Good	Satisfactory	Poor	<input type="checkbox"/> Critical <input type="checkbox"/> Non Critical <input type="checkbox"/> No Findings Corrective Action Description
Performance Items					
Roadway/Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Resurfacing/Remove Trees/Non ADA Compliant – Better Striping
Site Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduit hanging – Need safety bollards for gas meter.
Recreation Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Site Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Grounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Building Exterior					
Windows/Calking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Painting needed. Energy efficient replacements needed throughout the building
Walls/Finishes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Significant cracks throughout building.
Entry\Exterior doors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Metal door needs ADA compliant push-bar. Wooden door in pool room sticks, needs replaced. Front door needs ADA compliant door opener.
Roof\Flashing\Gutter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof okay – recent repair. Flashing/gutter needs replacement around facility.
Area	Outstanding	Good	Satisfactory	Poor	
Building Interior					
Walls/Floors\Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface leveling required throughout. Tile/Carpet need replaced.
Interior Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pool Room – 2 interior doors need replaced.
Restrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Toilets replaced and leaks repaired.
Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Older wall heaters are a safety concern
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other Fixtures (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Building Equipment and Systems					
Electrical Distribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Need full electrical system upgrade throughout. Conduit hanging in several places
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Upgrade to LED lights throughout.
Fire Protection System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Needs upgrade.
Equipment Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Heating\Cooling\Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	AC Cooling units/Split units. 3-5 ton units,
Air Filters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen Equipment\Refrigeration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dishwasher/Convection oven. Water softener. Fridge.
Plumbing\Water Heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Area	Outstanding	Good	Satisfactory	Poor	
Maintenance Management					
PM Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
FIMS and Equipment Data	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Safety	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Maintenance Contractor Oversight	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Facilities Master Plan (Renewal)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	X	Need to create.
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MEALS EQUIPMENT / OTHER EQUIPMENT INVENTORY LISTING

NAME OF FACILITY: Moriarty SENIOR CENTER ADMINISTRATOR: Lisa Lujan MONITOR: _____
 DATE: April 2024 INVENTORY TAKEN BY: Lisa Lujan BI-ANNUAL OR ANNUAL INVENTORY: Annual

Kitchen Equipment	Purchase Date	Purchase Amount (original)	Serial Number	Senior Center Tag Number	Condition Good, fair, poor	Meets the Need of the Center	Meet Safety Standards (yes or no)	Replacement Recommended	Comments
Stoves									
6 Burner Gas Range w\Griddle\Broiler 2 ovens					Fair	Yes	Yes	No	Vulcan
10 Burner Gas Range w 2 ovens									
6 Burner Gas Range \2 Ovens									
4 Burner Gas Range 1 Oven									
Microwave Ovens									
Commercial size Microwave Oven (Heavy Duty)	2021		6H41110522		Good	Yes	Yes	No	Panasonic
Commercial size Microwave Oven (single oven)									
Conveyor Toaster									
Convection Ovens									
Convection Oven Single Deck	2017		EV05186339		Good	Yes	Yes	No	Duke Manufacturing
Convection Oven Double Decker									
Fryers									
Gas Fryer									
Counter Top Gas Griddle									
Electric Fryer									
Hood Exhaust System									
60" Chimney Wall Range Hood			12868		Good	Yes	Yes	No	Accurex
48" Chimney Wall Range Hood									
30" Chimney Wall Range Hood									
Commercial Dishwasher									
Door type Dishwasher									
Conveyor Type Dishwasher									
Under-Counter Dishwasher	2012		30004023		Fair	Yes	Yes	No	Meiko



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 J

General Agreement/Memorandum of Agreement/Understanding

Between the

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

Salinas Pueblo Missions National Monument

AND

Torrance County, New Mexico | Summer Enrichment Internship Program

Project Title: Torrance County Summer Enrichment Internship Program | Salinas Pueblo Missions National Monument *Future Leaders of Tomorrow Internship Program*

Project Location: Salinas Pueblo Missions National Monument, Mountainair, NM

Completion Date: July 26, 2024

This Agreement is entered into by the U.S. Department of the Interior, National Park Service (NPS), Salinas Pueblo Missions National Monument and Torrance County, New Mexico | Summer Enrichment Internship Program (Partner). Throughout this agreement, the NPS and Torrance County, NM | Summer Enrichment Internship Program may be jointly referred to as the "Parties."

ARTICLE I – BACKGROUND AND OBJECTIVES

The Torrance County Summer Enrichment Program provides paid internships for local youth, ages 14 to 18, allowing the acquisition of valuable work experience outside the classroom, inside the workforce. Students will be paired with local government agencies, non-profits, and local business connections to provide meaningful, paid work experiences and adult mentorship, opening doors to explore future careers, training and higher education.

This program is fully funded through awarded grant funding. In collaboration with New Mexico Education Department, College and Career Readiness Bureau, Torrance County Grants Department will be providing an Eight Week Structured Program this summer to youth that can meet the Program Eligibility Requirements.

This program will be monitored under supervision of the Torrance County Summer Enrichment Internship Program Coordinator.

Salinas Pueblo Missions National Monument and Torrance County Summer Enrichment Internship Program look to partner together to:

1. Engage local youth in developing a life-long awareness of, and commitment to, our national parks.
2. Provide opportunities to local youth that will allow them to gain job skills and experience while teaching preservation values.
3. Educate local youth about the NPS mission through formal and informal methods.
4. Train and prepare local youth so that they may qualify for jobs and careers in the NPS.
5. Provide the NPS will valuable assistance and additional labor to address essential park projects.

ARTICLE II – LEGAL AUTHORITY

The NPS Organic Act, 54 U.S.C. §§ 100101, et seq., authorizes the NPS to promote and regulate the use of the National Park System by such means and measures as to conform to the fundamental purpose of the System units, which purpose is to conserve the scenery and the natural and historic objects and wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III – STATEMENT OF WORK

A. The Torrance County Summer Enrichment Internship Program will:

- a. Manage all aspects of the hiring process, including application, interviews, County paperwork, and student placement.
- b. Provide funding for pay and manage all aspects of payroll for student interns.
- c. Support NPS and supervisors in the form of an intern coordinator who will communicate regularly with supervisor and student, conduct site visits, mediate challenges and other duties as necessary.
- d. Conduct weekly training for students to ensure student understanding and success at placement.
- e. Provide evaluation forms for feedback on student performance and program evaluation.
- f. .
- g. oPLEASE ADD SPECIFICS OF PROGRAM TASKS AND RESPONSIBILITIES

B. The NPS will:

- a. Identify a site employee in each program area that the intern will work with to obtain experience. Site employee(s) will guide the interns' activities while on-site.
- b. Provide supplies and clear instructions to complete the tasks in a safe manner.
- c. Inform intern(s) of Park policies, conduct expectations, and agency guidelines and rules, and lay other expectations for safety and compliance.
- d. Escort intern(s) in federal buildings and transport intern(s) to sites to conduct assigned work, research, and trainings, when appropriate.
- e. Provide professional development opportunities in the form of online trainings, field trips, hands on fieldwork and research, presentations, and meetings.
- f. Offer meaningful assignments, activities, and trainings to address goals outlined in the Torrance County Summer Enrichment Internship Program – *acquisition of valuable work experience outside the classroom, inside the workforce.*
- g. Offer input on program and intern evaluations to Torrance County Summer Enrichment Internship Program

C. Torrance County Summer Enrichment Internship Program and NPS, jointly, will:

- a. Onboard intern(s) to share expectations and roles of each party.
- b. Offer feedback and input on work assignments and progress.
- c. Develop and conduct trainings, before and during internship to prepare intern(s) for success.
- d. Identify appropriate profession and safety clothing/footwear standards, appropriate for working in the field and in an office setting. Interns will not be wearing any official NPS uniforms.
- e. Develop a work plan and weekly schedule that diversifies the activities and experiences. Schedules should consider NPS needs and intern(s) internship schedule.
- f. Communicate with intern coordinator from Torrance County regularly.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall become effective on June 11, 2024, and extend through July 26, 2024, unless it is terminated earlier by one of the parties pursuant to Article VI that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**

a. Signatory:

Regional Director

National Park Service

Interior Regions 6, 7, 8

b. Key Official:

Insert Park Key Official information here)

2. **For the Partner:**

a. Signatory:

County Manager

b. Key Official:

Janice Barela

B. **Communications.** The parties shall address any communication regarding this Agreement to the Key Officials.

C. **Changes in Key Officials.** No party may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by all parties.

B. Any party may terminate their partnership in this Agreement by providing Key Official with 30 days advance written notice. In the event that one party provides the NPS with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE VII –LIABILITY

A. **Indemnification.** [Note that the United States does not indemnify other parties, but we should ask the other party to indemnify the United States; the NPS may waive indemnification where the other party cannot indemnify (such as many state entities). It may be appropriate in some cases to simply state: "Claims for damages and personal injuries against the United States will be processed according to the provisions of the FTCA."] The partner hereby agrees to indemnify the federal government, NPS or from any act or omission of Torrance County Summer Enrichment Internship Program its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with

this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2014), the NPS will be liable for the negligent or other wrongful acts of omissions of its respective officers or employees while acting with the scope of their office or employment.

1. **Insurance And Liability.** To the extent authorized by law, the Partner shall be fully responsible for the acts and omissions of its representatives and employees connected with the performance of this Agreement. The Partner shall:
 - a. Accept responsibility for any property damage, injury, or death caused by the acts or omissions of its employees or representatives, acting within the scope of their employment arising under this Agreement, to the extent permitted by law.
 - b. Comply with State Labor Codes and Laws, which governs workers' compensation protection of the Partner's officers, employees, or representatives.
 - c. Cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Partner, its agents, and employees.

ARTICLE X – REPORTS AND OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use.

ARTICLE IIX – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of

foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

3. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
9. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
11. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
12. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

B. Special Provisions

2. Public Information and Endorsements.

- a. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles,

- manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
 - c. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - d. Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
3. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
4. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
5. **Seat Belt Provision.** In accordance with Executive Order 13043, "Increasing Seat Belt Use in the United States" (signed April 18, 1997), as amended by Executive Order 13652 (signed September 30, 2013), the Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

ARTICLE XI – ATTACHMENTS

The following attachments are hereby incorporated into this Agreement.

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR *[Insert Capitalized and Boldfaced Name of Partner]*

Name
Title

Date

FOR THE NATIONAL PARK SERVICE (Name of Park)

Name
Title

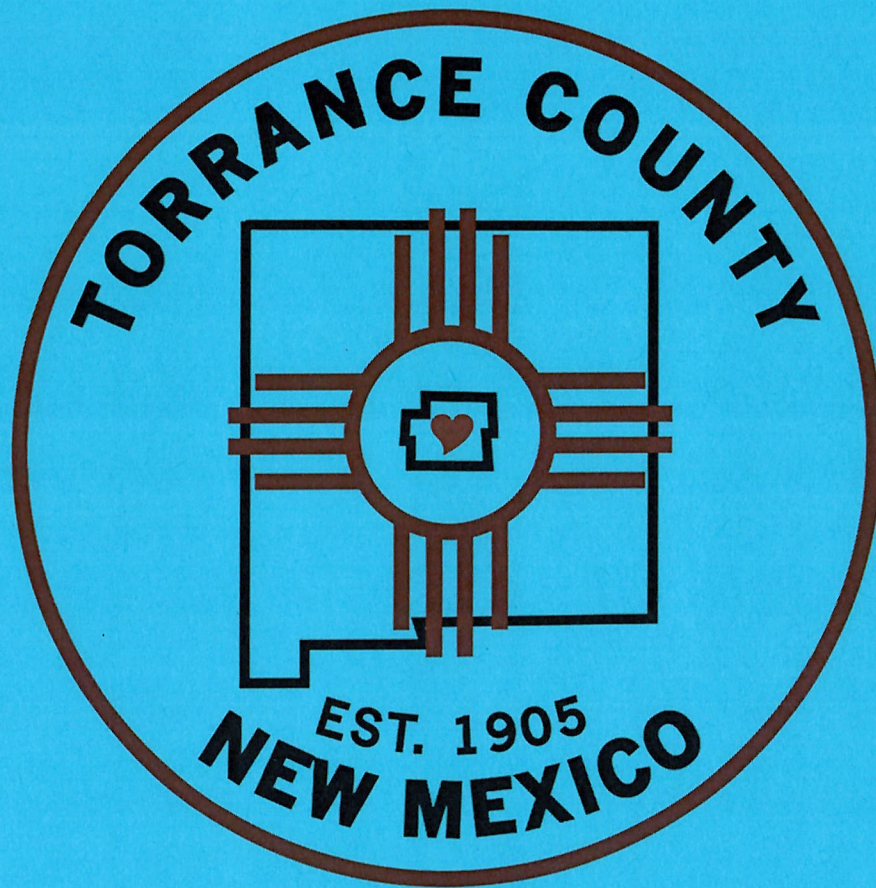
Date

FOR APPROVAL BY REGIONAL DIRECTOR OR DESIGNEE

Name
Title

Date

DRAFT



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 K

REC'D FINANCE DEPT
20 JUL 28 PM 12:31

PAID
AUG 03 2019



TORRANCE COUNTY

Receiving & Accounts Payable Report

Receiving Department	District 5 & 6 VFD	Vendor#	5450
Company Received From Amazon Business			
Remittance Address PO Box 035184, Seattle, WA 98124			
Line Item	Multiple - See Below	Purchase Order #	35436
Invoice #	1YFG-MW9X-YDGM	Account #	A3JI65BS9I2J5M

#	Quantity	Description	Unit Cost	Total Cost
1		Daewoo Top Mount Refrigerator w/18 Cu. Ft. Freezer		\$ 0.00 -
2		Capacity, Right Hinge, Crisper Drawer (White)		\$ 0.00 -
3		4-Year Major Appliances Protection Plan		\$ 0.00 -
4				\$ 0.00 -
5	1	405-91-2218	673.35	\$ 673.35 -
6	1	418-91-2218	673.35	\$ 673.35 -
7				\$ 0.00 -
GRAND TOTAL COST				\$ 1,346.70 -

Shipment Status: Complete Shipment Close P.O. Partial Shipment Keep P.O. Open

Shipment Condition: Good Accepted Damaged (Explain) Rejected/Returned

Certification:
I certify that the above items were checked and received by my department. This purchase is complete and ready to be paid.

Department Approval: *Hanna Sanchez* Date: 7/28/20

Reviewed for Payment
Date: 8/10/2020
By: *[Signature]*

County of Torrance

STATE OF NEW MEXICO
PO BOX 48
ESTANCIA, NM 87016

VENDOR NUMBER AND NAME
5450 AMAZON BUSINESS

CHECK# 01- 112762

DATE 08/06/2020

DESCRIPTION	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
DAEWOO TOP MOUNT	35436		.00
REFRIGERATOR WITH 18 CU. FT.	35436		.00
FREEZER CAPACITY, RIGHT	35436	405912218	673.35
HINGE, CRISPER DRAWER, FROST	35436		.00
FREE DEFROST (WHITE)	35436	418912218	673.35
4-YEAR MAJOR APPLIANCES	35436		.00
PROTECTION PLAN	35436		.00
NEW PHYSIO CONTROL LIFEPAK 12	35436		.00
DEFIBILLATOR DEFIB NICD BATTERY	35436		.00
LP12 FASTPACK	35436		.00
INVOICE#1YFG-MW9X-YDGM ACCT#			.00
A3JI65BS9I2J5M			.00

Total Paid \$1,346.70

County of Torrance

STATE OF NEW MEXICO
PO BOX 48
ESTANCIA, NEW MEXICO 87016

US BANK
MORIARTY NM

CHECK# 01- 112762

VOID ONE YEAR FROM DATE

CHECK DATE
08/06/2020

PAY THIS AMOUNT
\$1,346.70

PAY EXACTLY ONE THOUSAND THREE HUNDRED FORTY-SIX AND 70/100 DOLLARS *****

TO THE ORDER OF

[AMAZON BUSINESS]
[PO BOX 035184]
[SEATTLE WA 98124]

[Signature]
CHAIRMAN BOARD OF COUNTY COMMISSIONERS
*** COPY ***
COUNTY TREASURER

⑈00112762⑈ ⑆107002312⑆ 156402234017⑈



For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by August 15, 2020

Item subtotal before tax	\$ 2,186.10
Shipping & handling	\$ 0.00
Promos & discounts	\$ 0.00
Total before tax	\$ 2,186.10
Tax	\$ 0.00
Amount due	\$ 2,186.10 USD

Account # A3J185BS912J5M

Payment terms Net 30

Purchase date 15-Jul-2020

Purchased by Hanna Sanchez

PO # 35436

Department Fire Department

GL code 406-91-2230

Registered business name

Torrance County

Bill to

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
 Bank name Wells Fargo Bank
 ACH routing # (ABA) 121000248
 Bank account # (DDA) 41630410913515451
 SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or
 Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	before tax	Tax
1 SquareTrade B2B 4-Year Major Appliances Protection Plan (\$500 - \$599.99)	2	\$81.99	\$163.98	0.000%

ASIN: B07PKRTRJQ Sold by: SquareTrade, Inc.
 Order # 112-6546552-9371451

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Daewoo RTE18GSWCD Top Mount Refrigerator, 18 Cu.Ft, White, Includes delivery and hookup ASIN: B07KYR2F2B Sold by: Amazon.com Services LLC Order # 112-8784081-7699437	2	\$591.36	\$1,182.72	0.000%
3 NEW Physio Control Lifepak 12 Defibrillator Defib NiCd Battery LP12 Fastpack ASIN: B015YOVF28 Sold by: Integris Equipment LLC. Order # 112-9308279-0990659	12	\$69.95	\$839.40	0.000%
4 Shipping & handling			\$0.00	0.000%
			Total before tax	\$2,186.10
			Tax	\$0.00
			Amount due	\$2,186.10

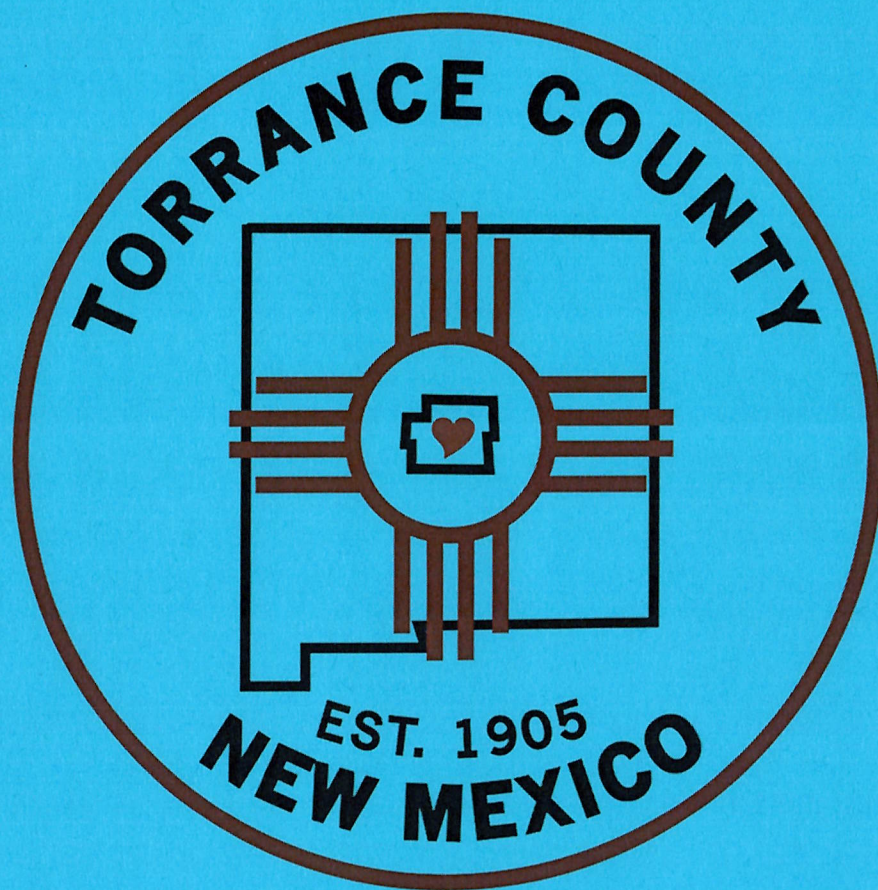
FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 L



Invoice # 1VKD-3G1L-H34T | June 01, 2022

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by July 01, 2022

Account # A3JI65BS9I2J5M
Payment terms Net 30
Purchase date 24-May-2022
Purchased by Cheryl Allen
PO # 37927
Department Grant5s
GL code 401-49-2219

Item subtotal before tax	\$ 84.32
Shipping & handling	\$ 1.00
Promos & discounts	\$ 0.00
Total before tax	\$ 85.32
Tax	\$ 0.00
Amount due	\$ 85.32 USD

Registered business name

Torrance County

Bill to

County of Torrance
Finance and Purchasing
205 S Ninth Street
Estancia, New Mexico 87016

Ship to

Torrance County Grant Manager
205 South Ninth Street
Estancia, NM 87016

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
Bank name Wells Fargo Bank
ACH routing # (ABA) 121000248
Bank account # (DDA) 41630410913515451
SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
PO Box 035184
Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 10 Blue Classification Folders - 2 Divider - 2 Inch Tyvek Expansions - Durable 2 Prongs Designed to Organize Standard Medical Files, Law Client and Of	1	\$27.43	\$27.43	0.000%

ASIN:
B076GPYQZZ
Sold by: Franklin Creative Solutions LLC
Order # 112-6419643-4119420

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Universal Pressboard Classification Folders, Letter, Six-Section, Cobalt Blue, 10/Box (10301) ASIN: B001GKM5QA Sold by: CWAY CORP Order # 112-6419643-4119420	1	\$22.10	\$22.10	0.000%
3 Avery 8-Tab Binder Dividers, Insertable Clear Big Tabs, 24 Sets (11115) ASIN: B00HD9IE54 Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	1	\$19.82	\$19.82	0.000%
4 Lysol Disinfectant Wipes, Multi-Surface Antibacterial Cleaning Wipes, For Disinfecting and Cleaning, Lemon and Lime Blossom, 80 Count (Pack of 4) ASIN: B00Q70RCW6 Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	1	\$14.97	\$14.97	0.000%
5 Shipping & handling			\$1.00	0.000%
			Total before tax	\$85.32
			Tax	\$0.00
			Amount due	\$85.32

FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

PURCHASE ORDER

37927

Ship To:

TORRANCE COUNTY
PO BOX 48
205 S NINTH STREET
ESTANCIA NM 87016 0048

ADDRESS ALL CORRESPONDENCE TO:
TORRANCE COUNTY
ATTN:ACCOUNTS PAYABLE
P.O. BOX 48
ESTANCIA, NEW MEXICO 87016

NOTICE: This order number must appear on all invoices and shipping containers. Invoices are to be issued in DUPLICATE and CERTIFIED as follows:

"I certify that the above bill is correct and just and that no payment therefore has been received. No state or local taxes included.

WWW.TORRANCECOUNTYNM.ORG

By: _____

UNIT	QUANTITY	ARTICLE AND DESCRIPTION	LINE ITEM	EST. ACTUAL COST
700.59	1.00	8 TAB DIVIDERS, MONTHLY DIVIDERS 1' BINDERS, PAPERTOWEL, KLEENEX, TOPS NOTEPAD, COLORED NOTEPAD, HIGHLIGHTERS, LYSOL, HAND SANITIZER, VARIETY PACK PENS, GEL PEN RED, GEL PEN BLUE, CLASSIFICATION FOLDERS RED/GRAY/ GREEN/LIGHT BLUE/DARK BLUE.	401-49-2219	700.59
100.00	1.00	TAX, SHIPPING AND HANDLING	401-49-2219	100.00
				800.59

TO BE PAID FROM:

VENDOR: 5450
AMAZON BUSINESS

PO BOX 035184
SEATTLE WA 98124

PURCHASE ORDER NO.
37927

DATE
5/24/22

PURCHASING AGENT SIGNATURE



<h1 style="margin: 0;">TORRANCE COUNTY</h1> <h2 style="margin: 0;">Requisition For Purchase</h2>
--

Date May 23, 2022	Line Item	Amount	Line Item Audit
Department Grants			
Vendor # 5450			
Vendor Name and Complete Address:			
Amazon Business	401-49-2219	800.59	<i>EB</i>
P.O. BOX 035184			
Seattle, WA 98124			

#	Quantity	Description	Unit Cost	Total Cost
1	1	8-TabDividers,Monthly Dividers, 1'Binders, Paprtowel	700.59	\$ 700.59
2		Kleenix,Tops Notepad,Colord Notepad, Highlighters, Lysol		\$ 0.00
3		Hand Sanitizer, Variety Pack Pens, Gel Pen Red,		\$ 0.00
4		Gel Pen Blue, Classificaton Folders, RED, GRAY,Green		\$ 0.00
5		Light Blue, Dark Blue		\$ 0.00
6	1	Tax, Shipping/Handling	100.00	\$ 100.00
7				\$ 0.00
GRAND TOTAL COST				\$ 800.59

QUOTES	Oral	Written (Copies Attached)	GSA Contract (Copy Attached)
		Vendor 1	Vendor 2
#			Vendor 3
1			
2			
3			
4			
5			
6			
7			

Department Approval

County Manager Approval

Purchasing Director Approval

[Signature]
Janice Y. Barula

Date *5/23/22*

Date *5/23/22*

Date *5/24/2022*

5.24.2022
[Signature]

All ▾ Enter keyword or product number



Departments Buy Again Today's Deals Gift Cards

EN Hello, Cheryl! Account for Torrance County

Lists Try Business Prime

33



Don't forget to checkout with Pay by Invoice - with no interest or fees.

Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details

Subtotal (33 items): \$700.59

This order contains a gift

Proceed to checkout

Shopping Cart

Price



Avery 8-Tab Binder Dividers, Insertable Clear Big Tabs, 24 Sets

\$19.82

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Style: 1 pack

Qty: 1 Delete Save for later

[Compare with similar items](#)



Amazon Basics 12 Tab Monthly Dividers for 3 Ring Binder,

\$16.17

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Style: 12-Tab

Size: 10-Pack

Qty: 3 Delete Save for later

[Compare with similar items](#)



QuickFit View Binder, 3-Ring Binder, Angle D Ring, 1 Inch, White, Pack of 6

\$37.41

Usually ships within 3 to 5 days

Eligible for FREE Shipping & FREE Returns

Gift options not available. [Learn more](#)

Style: 6 Pack

Color: White

Size: 1 Inch

Qty: 3 Delete Save for later

[Compare with similar items](#)



Bounty Quick-Size Paper Towels, White, 8 Family Rolls = 20 Regular

\$23.09

Business Price

#1 Best Seller in Paper Towels

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 8 Count (Pack of 1)

Qty: 1 Delete Save for later

[Compare with similar items](#)

\$24.49

Sponsored Products related to items in your cart



Puffs Plus Lotion with... 2,122

\$48.00

[See all buying options](#)



Cottonelle... 1,080

\$37.45

[See all buying options](#)



Kleenex Professional... 513

\$74.31

[See all buying options](#)



Puffs Plus Lotion Facial... 34,606

\$15.49

[See all buying options](#)

Kleenex Tissues, Ultra Soft Cube Box, BLUE 85 Count Each (Family Pack)



In Stock
Shipped from: TEAM STORE
Gift options not available. Learn more
Size: 85 Count (Pack of 8)
Qty: 1 Delete Save for later

[Compare with similar items](#)



TOPS The Legal Pad Writing Pads, 8-1/2 x 11-3/4, Legal Rule, 50 Sheets, \$10.46
Quantity Price

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more
Size: 8-1/2 x 11-3/4
Color: White
Qty: 3 Delete Save for later

[Compare with similar items](#)



Amazon Basics Wide Ruled 8.5 x 11-Inch Lined Writing Note Pads - 6-Pack \$13.36
Quantity Price

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more
Pattern Name: Pads
Qty: 2 Delete Save for later

[Compare with similar items](#)



BIC Brite Liner Highlighter, Chisel Tip \$12.93

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift Learn more
Qty: 1 Delete Save for later

[Compare with similar items](#)



Lysol Disinfecting Wipes and Spray Value Pack Bundle \$26.94

In Stock
Eligible for FREE Shipping
This bundle contains 2 items(these items may ship separately)
Lysol Disinfectant Wipes, Multi-Surface Antibacterial Cleaning Wipes, For Disinfecting and Cleaning, Lemon and Lime Blossom, 80 Count (Pack of 4)
Lysol Disinfectant Spray, Sanitizing and Antibacterial Spray, For Disinfecting and Deodorizing, Crisp Linen, 2 Count, 19 fl oz each
 This is a gift Learn more
Style: 4x80 Can + 2x19
Qty: 1 Delete Save for later

[Compare with similar items](#)

\$19.99



PURELL Advanced Hand Sanitizer Naturals with Plant Based Alcohol,

In Stock

Eligible for FREE Shipping

This is a gift [Learn more](#)

Qty: 1 Delete Save for later

[Compare with similar items](#)



Pentel® EnerGel™ RTX Retractable Liquid Gel Pens, Medium Point, 0.7

\$17.99

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Size: 12 Count (Pack of 1)

Color: Black, Blue, Brown, Green, Lime Green, Navy Blue,
Orange, Pink Red, Sky Blue, Turquoise, Violet

Qty: 3 Delete Save for later

[Compare with similar items](#)



Pentel 0.7 mm Energel Xm Gel Pen Retractable - Red (Pack of 12)

\$25.98

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: Red

Style: Single

Qty: 3 Delete Save for later

[Compare with similar items](#)



Pentel EnerGel XM Retractable Gel Pen with 0.7 mm Tip, 0.35 mm Line

\$21.23

Business Price

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Color: Blue

Style: Single

Qty: 3 Delete Save for later

[Compare with similar items](#)



Universal 10303 Pressboard Classification Folders, Letter, Six-

\$25.48

In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Qty: 2 Delete Save for later

[Compare with similar items](#)



10 Letter Size Gray Green Classification Folders - 2 Divider - 2

\$26.45

Business Price

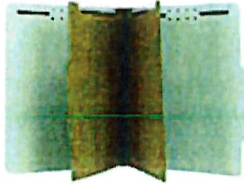
In Stock

Eligible for FREE Shipping & FREE Returns

This is a gift [Learn more](#)

Qty: 1 Delete Save for later

[Compare with similar items](#)

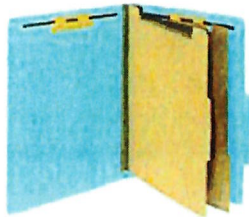


The File King Two Divider Pressboard Classification Gray File Folder - Letter **\$31.95**
Business Price

In Stock
Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)
Size: Box of 10
Color: Gray

Qty: 1 Delete Save for later

[Compare with similar items](#)



10 Blue Classification Folders - 2 Divider - 2 Inch Tyvek Expansions - **\$27.43**
Business Price

Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)

Qty: 1 Delete Save for later

[Compare with similar items](#)



Universal Pressboard Classification Folders, Letter, Six-Section, Cobalt **\$22.10**
Business Price

Eligible for FREE Shipping & FREE Returns
 This is a gift [Learn more](#)

Qty: 1 Delete Save for later

[Compare with similar items](#)

Subtotal (33 items): **\$700.59**

Your Items

[Saved for later \(3 items\)](#)

[Buy it again](#)



OTTERBOX Defender Series XT SCREENLESS Edition Case fo...
\$25.23
Business Price
In Stock



MAIRDI Bluetooth 5.0 Headset with Microphone Noise Canc...
\$59.89
Business Price
In Stock

County of Torrance
 STATE OF NEW MEXICO
 PO BOX 48
 ESTANCIA, NM 87016

VENDOR NUMBER AND NAME
5450 AMAZON BUSINESS

CHECK # 01- 120757
 DATE 06/15/2022

DESCRIPTION	P.O. NUMBER	GENERAL LEDGER #	AMOUNT PAID
8 TAB DIVIDERS, MONTHLY DIVIDERS	37927	401492219	620.66
1' BINDERS, PAPERTOWEL, KLEENEX,	37927		.00
TOPS NOTEPAD, COLORED NOTEPAD,	37927		.00
HIGHLIGHTERS, LYSOL, HAND	37927		.00
SANITIZER, VARIETY PACK PENS,	37927		.00
GEL PEN RED, GEL PEN BLUE,	37927		.00
CLASSIFICATION FOLDERS RED/GRAY/	37927		.00
GREEN/LIGHT BLUE/DARK BLUE.	37927		.00
TAX, SHIPPING AND HANDLING	37927		.00
INVOICE#1DW-1P3I-4HRQ ACCT#			.00
A3JI65BS912J5M			.00
Total Paid			\$620.66

County of Torrance
 STATE OF NEW MEXICO
 PO BOX 48
 ESTANCIA, NEW MEXICO 87016

US BANK
 MORIARTY NM

CHECK # 01- 120757

VOID ONE YEAR FROM DATE

CHECK DATE
 06/15/2022

PAY THIS AMOUNT
 \$620.66

PAY EXACTLY SIX HUNDRED TWENTY AND 66/100 DOLLARS *****

TO THE ORDER OF

AMAZON BUSINESS
 PO BOX 035184
 SEATTLE WA 98124

[Signature]
 CHAIRMAN BOARD OF COUNTY COMMISSIONERS
 COPY
 COUNTY TREASURER

⑈00120757⑈ ⑆107002312⑆156402234017⑈

31



TORRANCE COUNTY

Receiving & Accounts Payable Report

Receiving Department Grants	Vendor# 5450
Company Received From	Amazon Business
Remittance Address	
Line Item 401-49-2219	Purchase Order # 37927
Invoice # 1DW-1P3I-4HRQ	Account # A3JI65BS912J5M

#	Quantity	Description	Unit Cost	Total Cost
1	1	Quick Fit Binders(3), Kleenex, Paper towel	620.66	\$ 620.66 -
2		Hand Sanitizer, Lysol, Tops Legal Pads, Red Pens (3)		\$ 0.00 -
3		Blue Pens(3), Color Tops Pads(2), Highlighters		\$ 0.00 -
4		Monthly Dividers(3), Red Classification folders(2)		\$ 0.00 -
5		Color Pen Packs(3), Gray-Green Classification folders		\$ 0.00 -
6		Gray Classification folders		\$ 0.00 -
7				\$ 0.00 -
GRAND TOTAL COST				\$620.66 -

Shipment Status: Complete Shipment Close P.O. Partial Shipment Keep P.O. Open

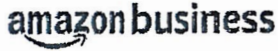
Shipment Condition: Good Accepted Damaged (Explain) Rejected/Returned

Certification:

I certify that the above items were checked and received by my department. This purchase is complete and ready to be paid.

Department Approval *[Signature]* Date *6/8/2022*

Reviewed for Payment	
Date:	<i>6/15/22</i>
By:	<i>[Signature]</i>



Invoice # 1DWT-1P3L-4HRQ | May 30, 2022

For customer support, visit www.amazon.com/contact-us.

Invoice summary

Payment due by June 29, 2022

Item subtotal before tax	\$ 615.67
Shipping & handling	\$ 4.99
Promos & discounts	\$ 0.00
Total before tax	\$ 620.66
Tax	\$ 0.00
Amount due	\$ 620.66 USD

Account #	A3JI65BS9I2J5M
Payment terms	Net 30
Purchase date	24-May-2022
Purchased by	Cheryl Allen
PO #	37927
Department	Grant5s
GL code	401-49-2219

Pay by

Electronic funds transfer (EFT/ACH/Wire)

Account name Amazon Capital Services, Inc.
 Bank name Wells Fargo Bank
 ACH routing # (ABA) 121000248
 Bank account # (DDA) 41630410913515451
 SWIFT code (wire transfer) WFBUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Include Amazon Invoice number(s) in the descriptive field of your electronic funds transfer payment, or
 Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Registered business name

Torrance County
 Bill to
 County of Torrance
 Finance and Purchasing
 205 S Ninth Street
 Estancia, New Mexico 87016

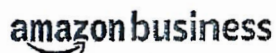
Ship to

Torrance County Grant Manager
 205 South Ninth Street
 Estancia, NM 87016

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 QuickFit View Binder, 3-Ring Binder, Angle D Ring, 1 Inch, White, Pack of 6 (87010-06)	3	\$37.41	\$112.23	0.000%

ASIN: B07D3NY7RX Sold by: Amazon.com Services LLC
 Order # 112-6419643-4119420



Invoice

Invoice # 1DWT-1P3L-4HRQ

Description	Qty	Unit price	Item subtotal before tax	Tax
2 Kleenex Tissues, Ultra Soft Cube Box,BLUE 85 Count Each (Family Pack of 8) ASIN: B07DX7PM84 Sold by: XAR ENTERPRISES LLC Order # 112-4954286-2623425	1	\$24.39	\$24.39	0.000%
3 Bounty Quick-Size Paper Towels, White, 8 Family Rolls = 20 Regular Rolls ASIN: B07MHJFRBJ Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	1	\$23.09	\$23.09	0.000%
4 PURELL Advanced Hand Sanitizer Naturals with Plant Based Alcohol, Citrus Scent, 8 fl oz Pump Bottle (Pack of 4) - 9626-06-ECDECO ASIN: B08XZS6BGG Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	1	\$19.99	\$19.99	0.000%
5 Lysol Disinfectant Spray, Sanitizing and Antibacterial Spray, For Disinfecting and Deodorizing, Crisp Linen, 2 Count, 19 fl oz each ASIN: B01DCG0GPC Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	1	\$11.97	\$11.97	0.000%
6 TOPS The Legal Pad Writing Pads, 8-1/2 x 11-3/4, Legal Rule, 50 Sheets, 12 Pack (7533) ASIN: B000PUIIU Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	3	\$10.46	\$31.38	0.000%

Description	Qty	Unit price	Item subtotal before tax	Tax
7 Pentel 0.7 mm Energel Xm Gel Pen Retractable - Red (Pack of 12)	3	\$25.98	\$77.94	0.000%
ASIN: B000KN4I4G Sold by: Zbeem Group Inc. Order # 112-6419643-4119420				
8 Amazon Basics Wide Ruled 8.5 x 11-Inch Lined Writing Note Pads - 6-Pack (50-sheet Pads), Pink, Orchid & Blue Assorted Colors	2	\$13.11	\$26.22	0.000%
ASIN: Sold by: Amazon.com Services LLC B086LW3VDD Order # 112-6419643-4119420				
9 Pentel Energel XM Retractable Gel Pen with 0.7 mm Tip, 0.35 mm Line Width - Blue, Pack of 12	3	\$21.23	\$63.69	0.000%
ASIN: B000KN6LO6 Sold by: Zbeem Group Inc. Order # 112-6419643-4119420				
10 BIC Brite Liner Highlighter, Chisel Tip	1	\$12.93	\$12.93	0.000%
ASIN: B07TNX22K9 Sold by: Amazon.com Services LLC Order # 112-6419643-4119420				
11 Amazon Basics 12 Tab Monthly Dividers for 3 Ring Binder, Customizable Table of Contents Page, Multicolor, 10-Pack	3	\$16.17	\$48.51	0.000%
ASIN: Sold by: Amazon.com Services LLC B07VZND8TC Order # 112-6419643-4119420				
12 Universal 10303 Pressboard Classification Folders, Letter, Six-Section, Ruby Red, 10/Box	2	\$25.48	\$50.96	0.000%
ASIN: B007W2JQH2 Sold by: Express Trading & Services Group, Inc Order # 112-6419643-4119420				

Description	Qty	Unit price	Item subtotal before tax	Tax
13 Pentel® EnerGel™ RTX Retractable Liquid Gel Pens, Medium Point, 0.7 mm, Assorted Colors, Pack of 12 Pens ASIN: B01N6ZP7F5 Sold by: Amazon.com Services LLC Order # 112-6419643-4119420	3	\$17.99	\$53.97	0.000%
14 10 Letter Size Gray Green Classification Folders - 2 Divider - 2 Inch Tyvek Expansions - Durable 2 Prongs Designed to Organize Standard Medical Files, ASIN B0738M9X54 Sold by: Franklin Creative Solutions LLC Order # 112-6419643-4119420	1	\$26.45	\$26.45	0.000%
15 The File King Two Divider Pressboard Classification Gray File Folder - Letter Size Box of 10 2/5 ROC Top Tab 2" Expansion Six 2-Inch Fastener ASIN: B07VMNR4CH Sold by: The File King Order # 112-6419643-4119420	1	\$31.95	\$31.95	0.000%
16 Shipping & handling			\$4.99	0.000%
			Total before tax	\$620.66
			Tax	\$0.00
			Amount due	\$620.66

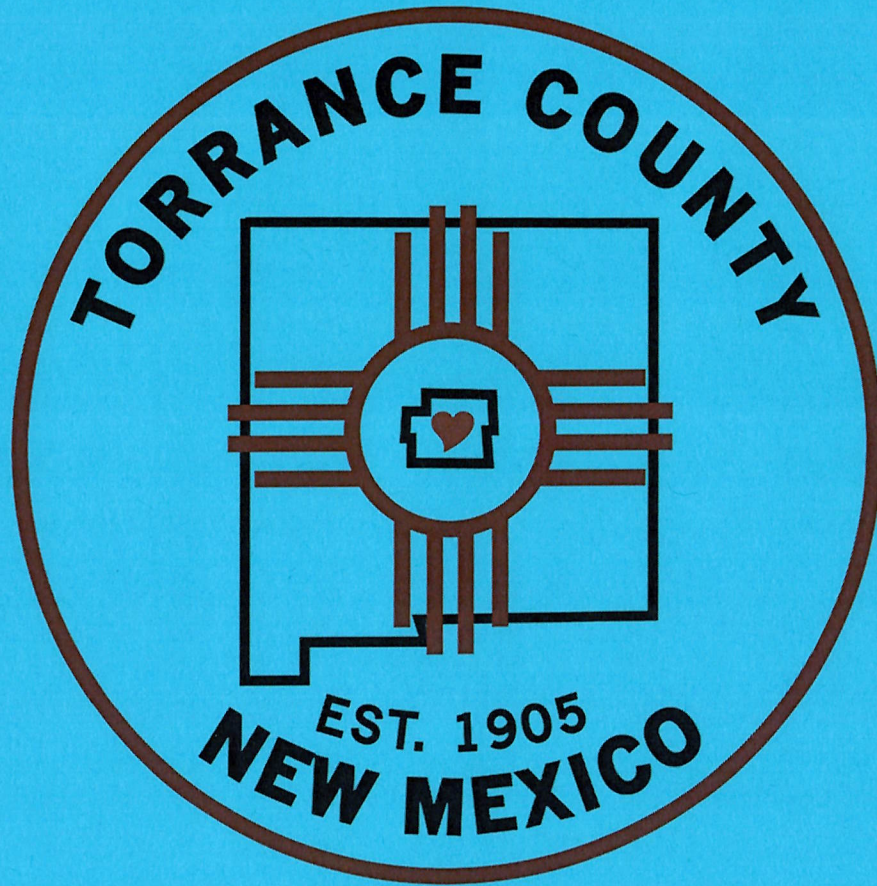
FAQs

How is tax calculated?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190

How are digital products and services taxed?

Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 M

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
2024 SHSGP SUB-GRANT APPLICATION COVER SHEET

APPLICANT AGENCY NAME:

AGENCY/DEPARTMENT:

ADDRESS:

CITY/STATE/ZIP CODE:

SHSGP FEDERAL GRANT FUNDS REQUESTED:

PROGRAM EMAIL ADDRESS:

APPLICANT POINT OF CONTACTS:

PROGRAM POC: TITLE:

ADDRESS:

PHONE: EMAIL:

FISCAL POC: TITLE:

ADDRESS:

PHONE: EMAIL:

Agency Federal Tax Identification Number:	85-6000257
Agency SAM Number:	Q8n2mffyfmc4
Agency CAGE Number:	5EJD7
Agency UEI Number (UEI # replaced the DUNS #):	Q8n2mffyfmc4

Agency New Mexico SHARE Vendor Number:

54405

To register in SAM, please go to the SAM website: www.sam.gov/portal/public/SAM/

Date of most recent NIMS Assessment/Certification:

DATE: 9/1/2023

Date of most recent THIRA Assessment/Certification:

DATE: Nov-22

Date of most recent SPR Assessment/Certification:

DATE: Sep-23

Date of most recent DHSEM Approved EOP:

DATE: 2013 - Currently updating

Date of most recent Multi-Year IPP Schedule:

DATE: Apr-24

Acknowledgement the Agency will be working towards implementation of NQS

Yes

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 2 CFR 200.313

Yes

An Environmental Historic Preservation (EHP) screening form is included for any activities that may require EHP review.

No

Authorized Official for the Agency:

Janice Y. Barela

Signature of Authorized Official:

Janice Y. Barela

Date Signed:

5.20.2024

Note: Electronic certified signature is acceptable. Scan of hard copy wet ink signatures are also acceptable.

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

AGENCY:

Torrance County

A. Provide the Investment Name AND Number (150 character limit) Upgrade to be Compatible with State Radio System

B. Investment Type (choose from the following menu) Election Security (min 3%)

C. Enter Total Cost of Investment \$1,027,323.00

D. Enter Amount of Investment obligated toward LETPA \$1,027,323.00

E. Describe below how the investment addresses the National Priorities or gaps and/or sustainment in the local THIRA and SPR. (2500 character limit): Applicants must identify how the proposed investment will address one or more of the capability gaps identified in their most recent SPR. Specify why the proposed projects outlined within this investment are a priority for the applicant. Also describe any related Law Enforcement Terrorism Prevention Activities (LETPA).

Torrance County has lost some of the the communication abilities and effectiveness since the THIRA was written in 2022 and the 2023 SPR. Torrance County has always had areas that the current VHF radios are not effective. The communications difficulties have increased over the past few months. Torrance County is seeking to improve effective communication and interoperability by upgrading the Torrance County Dispatch Center and the Torrance County Sheriff's Department to systems compatible with the State 700 Radio System. It is crucial that the field crews have reliable radio communications with Dispatch. By local law enforcement officers having improved communications, there will be better information and intellegance sharing among local, state, and federal partners. Due to limited resources within Torrance County, we rely on our partners for a variety of incidents and are not always able to communicate via radio, due to lack of interoperavility. Torrance County has a variety of crowded places, to include three school districts. Torrance County also has multiple large events throughout the year, including Punkin Chunkin, Mile Long Yard Sale, Sunflower Festival, County Fair and multiple parades. Protection of these events will be enhanced with improved communications. There are also multiple wind farms, pipelines, Interstate 40, Highway 60, Highway 54, Highway 285, BNSF Railway and Pacific Northern Railway. This infrastructure puts the Torrance County at risk for national threats. Effective communication is required to combate domestic violent extremism, protect crowded places, enhance community preparedness and resilience, provide safety to consituents and elected officials and ensure safe polling locations.

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
PORTFOLIO INFORMATION**

This section provides the overall context for the investments and projects included in the application. Grant funding is to be prioritized to support closing capability gaps or sustaining capabilities identified in the local Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. Each IJ in this portfolio must describe how proposed investments will help build or sustain capabilities (SPR step 1) and/or address capability gaps and sustainment needs (SPR step 2) to help them achieve capability targets (THIRA step 3). IJs may also describe how proposed investments will help address functional area gaps identified in the SPR that may not be directly tied to capability targets. At a high level, applicants should identify the relevant portions of their THIRA and SPR that most of the activities in the investment will address. Then applicants must identify how the proposed investment will address one or more of the capability gaps identified in the most recent SPR. The specific capability gap as found in the SPR must be noted in the investment. The applicant should then specifically describe why those proposed activities outlined within the investment are a priority for the applicant.

Describe below how this portfolio of investments and projects addresses gaps and/or sustainment in the Threat and Hazard Identification Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR). (2500 character limit)

Torrance County is seeking to provide emergency communication and interoperability improvement between first responder field crews and Torrance County Dispatch Center. Torrance County has lost some communication abilities after the THIRA was written in 2022 and the SPR was completed in 2023. This information will be reflected in the 2024 SPR. Torrance County would like to improve responder safety, constituent safety, election official safety and general election safety during In Person elections. One way that Torrance County has identified to do this, is via improved interoperability communications. Torrance County is seeking to upgrade the Torrance County Dispatch Center to be compatible with the State 700 Radio System. Currently, there are some areas that Dispatch does not have radio communications with field crews. This needs to be improved for responder safety. A partner agency that is currently on the State 700 Radio System has tested radio communications in the areas that the current VHF system does not work in. The partner agency reported 100% success on the State 700 Radio System, in the areas of concern. Torrance County is seeking funding to replace all Torrance County Sheriff's Department units with radios that are compatible on the State 700 Radio System. Torrance County is also seeking funding to upgrade all Torrance County Sheriff's Department portable radios to include the necessary software to be compatible with the State 700 Radio System. By upgrading the radios, this will allow for more effective communications between field crews and Dispatch. This will improve the protection of crowded places that may potentially be soft targets and enhance information and intelligence sharing amount local, state and federal partners. Many of these partners are currently utilizing the State 700 Radio System. Torrance County has critical infrastructure that could potentially be a national security threat. Torrance County has Interstate 40, Highway 60, Highway 54, Highway 285, BNSF Railway, Pacific Northern Railway, fuel tank farms, pipelines, multiple wind farms and is a main route for the Waste Isolation Pilot Plant. This increases the potential for terrorism, domestic violent extremism, and a variety of other incidents of individuals wishing to cause harm or disrupt events. The best way to intercept or prevent this events from occurring, is by having efficient communications that allows for realtime information and intelligence sharing.

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

AGENCY **Torrance County**

INVESTMENT NAME AND NUMBER **Emergency Communications 1**

PROJECT NAME	PROJECT NUMBER	PRIMARY CORE CAPABILITY	BUILD OR SUSTAIN A CAPABILITY
Dispatch Center Upgrade	1	<i>Operational Communications</i>	<i>Build</i>
FUNDING AMOUNT	DEPLOYABLE		SHAREABLE
\$480,619.00	No		No
PROJECT MANAGEMENT STEP	PROJECT START DATE	PROJECT END DATE	
Initiate	1/5/2025	5/1/2025	
CONSTRUCTION, RENOVATION, RETROFILLING OR MODIFICATION OF EXISTING STRUCTURE			No
DOES THIS PROJECT SUPPORT A PREVIOUSLY AWARDED INVESTMENT			No
IF YES, IDENTIFY YEAR OF PREVIOUS AWARD			

PROJECT DESCRIPTION: Describe below how the project will address the capabilities discussed in the Investment Information Tab and its terrorism nexus and/or relationship to catastrophic event(s). If applicable, identify any related LETPA, whole community, and/or equity activities. (2500 character limit)

Torrance County is seeking funding to upgrade the Torrance County Dispatch Center to the State 700 Radio System. This will improve the safety of first responders by allowing for improved communication between the field crews and the Dispatch Center. Torrance County has two In Person Early Voting locations and twelve In Person voting locations on election day. Local law enforcement provides election security to ensure that election workers, election officials, and voting constituents are kept safe in these crowded locations. To enhance election security, the field crews must have reliable communication with the Dispatch Center. Polling locations are potentially soft targets for terrorism or other violent extremism, potentially causing a threat to national security. Torrance County would like to have increased information and intelligence sharing and communications with our local, state, and federal partners. Torrance County does not have a way to communicate with mutual aid, state, or federal partners via radio communications. Torrance County Dispatch Center needs an effective and reliable way to communicate with field first responders, other Dispatch Centers and mutual aid partners. Currently, there are rural areas that do not have radio coverage. In testing radios from other agencies that are on the State 700 Radio System, there is radio coverage in these areas with the State Radio System. Torrance County would like to enhance community preparedness and resilience for the whole community. A reliable radio system would provide a safer community for all responders and residents. Torrance County has Interstate 40, BNSF Railway, Pacific Northern Railway and is a primary route for the Waste Isolation Pilot Plant. This, as well as the large amount of wind turbines within the rural County, makes for a potential terrorism location. Torrance County has six Dispatch consoles that need to be upgraded to be compatible with the State 700 Radio System. In the event that six consoles are not able to be completed at this time, Torrance County Dispatch Center has agreed to upgrading three consoles at a time.

PROJECT FUNDING INFORMATION

SOLUTION AREA	REQUESTED FUNDING	AEL # FOR EQUIPMENT	% OF TOTAL PROJECT FUNDING
Planning			0.00%
Organization			0.00%
Equipment	\$480,619.00		100.00%
Training			0.00%
Exercises			0.00%
TOTAL PROJECT FUNDING:	\$480,619.00		

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

AGENCY **Torrance County**

INVESTMENT NAME AND NUMBER **Emergency Communications 2**

PROJECT NAME	PROJECT NUMBER	PRIMARY CORE CAPABILITY	BUILD OR SUSTAIN A CAPABILITY
TCSO Mobile Radio Upgrade	2	Operational Communications	Build
FUNDING AMOUNT	DEPLOYABLE		SHAREABLE
\$496,704.00	No		No
PROJECT MANAGEMENT STEP	PROJECT START DATE	PROJECT END DATE	
Initiate	1/5/2025	5/1/2025	
CONSTRUCTION, RENOVATION, RETROFILLING OR MODIFICATION OF EXISTING STRUCTURE			No
DOES THIS PROJECT SUPPORT A PREVIOUSLY AWARDED INVESTMENT			No
IF YES, IDENTIFY YEAR OF PREVIOUS AWARD			

Torrance County Sheriff's Department is the primary law enforcement agency within Torrance County. Torrance County is a large, rural area that has multiple areas where current VHF radios or cell phones do not provide effective communication. To provide safety to all constituents, residents, travelers, employers, businesses, non-profit's and whole community, there must be reliable communication between field crews and Dispatch. Torrance County is seeking funding to replace radios in all 48 department response vehicles to be compatible with the State 700 Radio System. Due to limited resources within the County, assistance is often need from mutual aid, state or federal partners. It is imperative to have effective communication, intelligence and information sharing and interoperability with all partners. Torrance County has critical infrastructure (Interstate 40, Highway 60, Highway 54, BNSF Railway, Pacific Northern Railway, tank farms, pipelines, mutiple wind farms) that could potentially have an incident that could cause a threat to national security. Torrance County has a significant amount of hazardous materials that are moved through the County on a daily basis. Torrance County Detention Facility sometimes requires transport of detainees from Torrance County to another County's Detention Facility, or from another facility to Torrance County. The deputies providing this transport do not have radio communications with Torrance County Dispatch Center during this transports. By moving to the State 700 Radio System, the deputies would have radio communication with the Torrance County Dispatch Center, as well as State Police Dispatch Center, in the event of an emergency during the transport. These transports are performed outside of Torrance County one to two times a week. Not having any radio communications is a significant safety concern.

PROJECT FUNDING INFORMATION

SOLUTION AREA	REQUESTED FUNDING	AEL # FOR EQUIPMENT	% OF TOTAL PROJECT FUNDING
Planning			0.00%
Organization			0.00%
Equipment	\$496,704.00		100.00%
Training			0.00%
Exercises			0.00%
TOTAL PROJECT FUNDING:	\$496,704.00		

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

AGENCY Torrance County

INVESTMENT NAME AND NUMBER Emergency Communications 3

PROJECT NAME	PROJECT NUMBER	PRIMARY CORE CAPABILITY	BUILD OR SUSTAIN A CAPABILITY
Upgrade Hand Held Radios	3	Operational Communications	Build
FUNDING AMOUNT	DEPLOYABLE		SHAREABLE
\$50,000.00	No		No
PROJECT MANAGEMENT STEP	PROJECT START DATE		PROJECT END DATE
Initiate	1/5/2025		5/1/2025
CONSTRUCTION, RENOVATION, RETROFILLING OR MODIFICATION OF EXISTING STRUCTURE			No
DOES THIS PROJECT SUPPORT A PREVIOUSLY AWARDED INVESTMENT			No
IF YES, IDENTIFY YEAR OF PREVIOUS AWARD			

PROJECT DESCRIPTION: Describe below how the project will address the capabilities discussed in the Investment Information Tab and its terrorism nexus and/or relationship to catastrophic event(s). If applicable, identify any related LETPA, whole community, and/or equity activities. (2500 character limit)

Torrance County Sheriff's Department purchased twenty portable handheld L3 Harris Multi-Band Radios recently. The radios need the software upgrade to be compatible with the State 700 Radio System. Torrance County needs to move to the State 700 Radio System for more reliable communication with the Torrance County Dispatch Center. Torrance County has multiple areas of that the current VHF radio system does not work in. Cell phones do not work in many of these areas either. This is a significant safety concern, particularly due to the rural nature of our County. A partner agency has utilized their own radio on the State 700 Radio System to test some of these areas and has found it to be successful. Torrance County has two In Person Early Voting locations and twelve In Person Polling locations for election day. Torrance County Sheriff's Department is the primary law enforcement response for ten of the polling locations and mutual aid for the other two polling locations. It is crucial for law enforcement field officers to have effective communication with the Dispatch Center to provide election security, constituent safety and election official safety at polling locations. Torrance County has Interstate 40 that runs east/west through the entire county, BNSF Railway, Pacific Northern Railway, and is a main Waste Isolation Pilot Plant route. Torrance County is a rural area with tank farms, pipelines, and multiple highways. Torrance County also has some large, crowded events, such as the annual Punkin' Chunkin, Pinto Bean Fiesta, Mile Long Yard Sale, multiple parades, County Fair. Local law enforcement is the primary security for such events. Improved communication between field crews and Dispatch would help safeguard against terrorism, as well as improve information and intelligence sharing. Due to limited resources within Torrance County, there are times that mutual aid, state or federal resources are necessary. The State Radio System would allow for improved communications and information sharing between all partners. Due to some of the critical infrastructure in Torrance County, there is a potential threat to national security. The largest wind turbine project in the US is being constructed partially in Torrance County. It is critical that first responders have radio access to Dispatch while on a scene and out of their vehicle.

PROJECT FUNDING INFORMATION

SOLUTION AREA	REQUESTED FUNDING	AEL # FOR EQUIPMENT	% OF TOTAL PROJECT FUNDING
Planning			0.00%
Organization			0.00%
Equipment	\$50,000.00		100.00%
Training			0.00%
Exercises			0.00%
TOTAL PROJECT FUNDING:	\$50,000.00		

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

INVESTMENT ACTIVITIES / MILESTONES

AGENCY

Torrance County

INVESTMENT NAME AND NUMBER

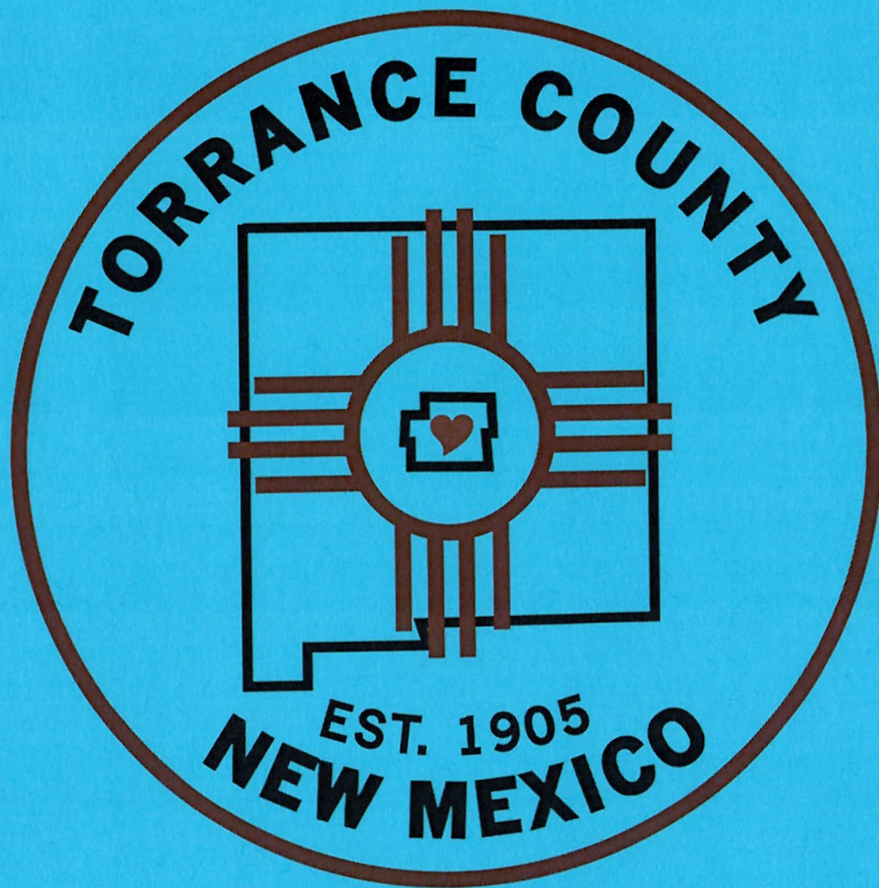
Emergency Communications

POP Quarter	MILESTONES (Milestones must be measurable - 400 character limit)
1/1/2025 to 3/30/2025	Work with vendors to ensure proper equipment has been purchased and schedule installments for each individual project.
4/1/2025 to 6/30/2025	Ensure Dispatch Center has been upgraded to compatible State Radio System. Ensure portable radios have been upgraded to add 700 State Radio System. Ensure all 48 Sheriff's Dept units have radios installed. Confirm all systems are working together properly.
7/1/2025 to 9/30/2025	Complete all documentation associated with funding opportunity.
10/1/2025 to 12/30/2025	
1/1/2026 to 3/30/2026	
4/1/2026 to 6/30/2026	

EXAMPLE MILESTONES:

Equipment: Identify equipment needs; purchase equipment; train personnel and deploy equipment; and maintain equipment

Training: Identify training needs; develop training; deliver training; and evaluate training



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 12 N

← Back (<https://NMDHSEM.submittable.com/submit>)

English

Samantha ODell



(<https://www.submittable.com/help/submitter?>)



(<https://www.nmdhsem.org/>)

New Mexico Department of Homeland Security and Emergency Management



Follow

2024 Emergency Management Performance Grant (EMPG)

Ends on Mon, Jun 10, 2024 5:00 PM (in 6 days)

The Emergency Management Performance Grant (EMPG) provides state, local, tribal, and territorial emergency management agencies with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation.

The EMPG's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas.

Applying on behalf of:

TORRANCE, COUNTY OF

UEI: Q8N2MFFYFMC4



Address: 205 S 9TH ST AND ALLEN, ESTANCIA, NM 87016, USA

[Change organization](#)

[Learn how to manage organization details](http://submittable.help/en/articles/8417693-organization-search)

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(<https://www.submittable.com/help/submitter?orgId=25266>)

APPLICANT NAME: *

Torrance County

AGENCY/DEPARTMENT: *

Emergency Management

THE ADDRESS IS LOCATED IN: *

- County
- Tribe

Street Address 1: *

PO Box 48

Street Address 2:

205 South Ninth Street

City: *

Estancia

Zip Code: *

87016

EMPG FEDERAL GRANT FUNDS REQUESTED: *

\$56,339

Please list dollars and cents \$1,000.00

EMPG LOCAL MATCH FUNDS: *

\$56,339

Please list dollars and cents \$1,000.00

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pg)

TOTAL EMPG COST (GRANT + MATCH) FUNDS: *

\$112,678

Please list dollars and cents \$1,000.00

APPLICANT POINT OF CONTACTS:

PROGRAM POINT OF CONTACT (POC): *

First Name

Samantha

Last Name

O'Dell

TITLE: *

Emergency Manager

THE POC ADDRESS IS LOCATED IN: *

Tribal Jurisdiction

County

ADDRESS 1: *

PO Box 48

ADDRESS 2:

205 South Ninth Street

CITY: *

Estancia

ZIP CODE: *

87016

PHONE: *

 +1 505 297 9981

EMAIL: *

sodell@tcnm.us

IS THE APPLICANT OR THE MAIN POINT OF CONTACT (POC) THE SAME AS THE FISCAL POINT OF CONTACT (FPOC)? *

Yes

No

FISCAL POINT OF CONTACT (FISCAL POC): *

First Name

Misty

Last Name

Witt

TITLE: *

Finance Director

THE FISCAL POC ADDRESS IS LOCATED IN: *

Tribal Jurisdiction

County

ADDRESS 1: *

PO Box 48

ADDRESS 2:

205 South Ninth Street

CITY: *

Estancia

ZIP CODE: *

87016

PHONE: *

 +1 505 544 4730

EMAIL: *

mwitt@tcnm.us

Agency Federal Tax Identification Number: *

85-6000257

New Mexico SHARE Vendor #: *

54405

Agency SAM Number: *

Q8n2mffyfmc4

This is the UEI Number.

Date of completed required registration/annual update in Systems Award Management (SAM): *

05/13/2024

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in § 200.313 Equipment.

An Environmental Historic Preservation (EHP) screening form is included for any activities that may require EHP review.

I understand that Federal funds cannot be matched with other Federal funds. The subrecipient's contribution must be specifically identified. These non-Federal contributions have the same eligibility requirements as the Federal share. Supplanting (using federal funds to purchase items previously budgeted for with state, local, and tribal funds) is unallowable.

2024 EMPG SUB-GRANT APPLICATION CERTIFICATION

SELECT YOUR COUNTY SEAT: *

Bernalillo
Catron
Chaves
Cibola
Colfax
Curry
De Baca
Dona Ana
Eddy
Grant
Guadalupe
Harding
Hidalgo
Lea
Lincoln
Los Alamos
Luna
McKinley
Mora
Otero
Quay
Rio Arriba
Roosevelt
San Juan
San Miguel
Sandoval
Santa Fe
Sierra
Socorro
Taos
Torrance

Union
Valencia

EMERGENCY MANAGEMENT PROGRAM STATUS *

- Established EM Program Requesting Funding
- New Program (Non-Existent Program Requesting Funding)
- Established Program (No Changes to Current Funded Personnel)
- Established Program (Additional Personnel Funding) Established Program (Additional Funding Requested)

- For emergency management personnel, 100% EMPG funding will be considered if the approved job description is 100% related to emergency management (50% federal and 50% cost share match). Unallowable costs would be traditional public safety duties.
- For emergency management personnel, 50% EMPG funding will be considered if the approved job description is less than 100% emergency management (25% federal and 25% cost share match). Examples would include code enforcement, information technology, or non-emergency management supervisory duties.

List all program participants in your emergency management program. *

	A	B
1	Name of Participants	Third party In-Kind Match
2	Samantha O'Dell	
3	Julie Gravel-Pickering	
4		
5		

Identify any participants that will benefit from your EMPG program. Include all In-Kind Match participants. In-Kind Match is considered donated time, volunteer time, or the value of salary/benefits. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position.

2024 EMPG SUB-GRANT APPLICATION DETAILED BUDGET

Select the funding options you will be applying for: *

- approved job description is 100% related to emergency management
- approved job description is less than 100% emergency management

- For emergency management personnel, 100% EMPG funding will be considered if the approved job description is 100% related to emergency management (50% federal and 50% cost share match). Unallowable costs would be traditional public safety duties.
- For emergency management personnel, 50% EMPG funding will be considered if the approved job description is less than 100% emergency management (25% federal and 25% cost share match). Examples would include code enforcement, information technology, or non-emergency management supervisory duties.

Salary and Benefits (100%)



	A	B	C	D	E	F	G
1	Position Title	Employee Name	Total Annual Salary	Total Annual Benefits	Total Annual Cost	EMPG Federal Share	EMPG Non Federal Share
2	EXAMPLE	Employee Name	60000	20000	80000	40000	40000
3	Emergency Man:	Samantha O'Del	55000	23456	78456	39228	39228
4					0	0	0
5					0	0	0
6					0	0	0
7					0	0	0
8	Total Personnel		55000	23456	78456	39228	39228

Personnel (include both position and name for each individual to be reimbursed with EMPG funds) A job description for each position must be submitted along with the detailed budget worksheet. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position. Each person listed above MUST be actively working toward completing the NIMS, PDS and/or Basic Academy courses.

Please upload job descriptions for every job listed in the table above. *

Emergency_Manager_Job_description.pdf



Choose File

Select up to 5 files to attach. You have attached 1. You may add 4 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

Salary and Benefits (50%)

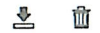


	A	B	C	D	E	F	G
1	Position Title	Employee Name	Total Annual Salary	Total Annual Benefits	Total Annual Cost	EMPG Federal Share	EMPG Non Federal Share
2	EXAMPLE	Employee Name	60000	20000	80000	20000	20000
3	EM Specialist	Julie Gravel-Pick	47320	21124	68444	17111	17111
4					0	0	0
5					0	0	0
6					0	0	0
7					0	0	0
8	Total Personnel		47320	21124	68444	17111	17111

Personnel (include both position and name for each individual to be reimbursed with EMPG funds) A job description for each position must be submitted along with the detailed budget worksheet. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position. Each person listed above MUST be actively working toward completing the NIMS, PDS and/or Basic Academy courses.

Please upload job descriptions for every job listed in the table above. *

EM_Specialist_Safety_Officer_Job_Description_002.docx



Choose File

Select up to 5 files to attach. You have attached 1. You may add 4 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

2024 EMPG SUB-GRANT APPLICATION NARRATIVE

Provide a brief description of the jurisdiction's emergency management priorities and initiatives that will be addressed with EMPG funds.

1. Overview of the risk profile resulting from the jurisdiction's current THIRA. *

The risks identified in the 2022 THIRA for Torrance County include Pandemic, Explosive Devices, Flood and Wildfire. The 2023 SPR has gaps that Torrance County Emergency Management is working to close. One of the gaps is Evaluating and Updating Plans. Torrance County Emergency Management is currently working on updating the Community Wildfire Protection Plan, Emergency Operations Plan and Hazard Mitigation Plan. The gap in Operational Planning will be addressed with an updated Emergency Operations Plan. Torrance County will have an annex in the Emergency Operations Plan that address Allocating and Mobilizing Resources. This Emergency Operations Plan will also assist in Establishing a Common Operating Picture. Torrance County Emergency Management is working with a local thrift store/non-profit that provides multiple services within the County to assist with Donation Management. Torrance County Emergency Management is addressing Volunteer Management through training. There are currently approximately twenty Emergency Management volunteers that are learning about Emergency Management, how to provide support to the community during an emergency, shelter operations, etc. Torrance County Emergency Management is working to close the gaps on the Communications Infrastructure by leading the efforts to move to interoperable radio communications and by updating the system to the State 700 Radio System to increase the areas that radio communications are able to be received and transmitted in. Torrance County Emergency Management is working to decrease the gap in stakeholder engagement by inviting stakeholders to events in various areas of the County. Torrance County Emergency Management is closing the gap on Partnership Building by attending events to engage with stakeholders, hosting Local Emergency Planning Committee meetings and holding volunteer meetings and trainings. The gap on Individual and Family Preparedness is being addressed by Torrance County Emergency Management giving presentations on preparedness to various groups. The presentation focuses on how to be prepared for yourself, household, pets and livestock in the event of an emergency. This address evacuations, as well as extended shelter in place preparedness kits and activities.

325 / 1500 words

An overview of the risk profile identified in the current Threat Hazard Identification Risk Assessment (THIRA) and how EMPG finding will address the gap(s) identified in the current Stakeholders Preparedness Report.

2. Emergency management priorities and areas of focus for current budget year identified through vulnerability assessment processes such as local Stakeholder Preparedness Report (SPR), hazard mitigation plan, hazard identification and risk assessment (HIRA), tactical interoperable communications plans, and/or after-action reports and improvement plans. *

Due to the amount of time since many of the plans were updated in Torrance County, Emergency Management is focusing on updating plans. Once the plans have been updated, there will be training, and exercises related to the updated plan(s). Torrance County Emergency Management is working to update the Hazard Mitigation Plan. The Request for Proposals is being finalized and then will be published. Torrance County Emergency Management will be working with stakeholders on the Hazard Mitigation Plan, to include City of Moriarty, Town of Estancia, Town of Mountainair, Village of Willard, Village of Encino and Claunch-Pinto Soil and Water Conservation District. Torrance County Emergency Management is also working on the Community Wildfire Protection Plan. There have been two Core Team meetings, with a third planned for July. There will be community engagement to happen for approximately thirty days after the third Core Team meeting. Torrance County Emergency Management has just begun working on the Emergency Operations Plan. Torrance County Emergency Management is participating in the Regional Tactical Interoperable Communications Plan. Torrance County Emergency Management is also working on emergency sheltering plans, training and preparations. To assist in individual and family preparedness, Torrance County Emergency Management will be hosting multiple evacuation workshops over the next fiscal year. These workshops will last approximately three hours and will include a presentation, assistance in individuals writing their own evacuation plans, and a Go Bag starter kit. Torrance County Emergency Management is also participating in multiple outreach events to provide residents with information on emergency preparedness.

252 / 1500 words

3. Describe work plan activities that will be taken to address the priorities and areas of focus identified in #2 above. *

Torrance County Emergency Management will be focusing on the updating of outdated plans. The Hazard Mitigation Plan is currently waiting for the Request for Proposals to be completed. Once it is completed and approved, the County will begin accepting proposals from contractors. A contractor will be chosen, and Emergency Management will work closely with the contractor to ensure engagement by stakeholders. Torrance County Emergency Management will hold 2-3 meetings to encourage stakeholder engagement during the update. Torrance County Emergency Management has received participation letters from the City of Moriarty, Town of Estancia, Town of Mountainair, Village of Willard, Village of Encino and Claunch-Pinto Soil and Water Conservation District. Once the plan has been updated, Torrance County Emergency Management will attend commission or council meetings of each participating agency to ensure adoption of the updated Hazard Mitigation Plan. Torrance County Emergency Management will be completing the Community Wildfire Protection Plan update during the next fiscal year. Torrance County is working with Claunch-Pinto Soil and Water Conservation District and SWCA for the update. We will be holding the third Core Team meeting in July, with a public comment period after. We will be attending events for public outreach to increase community survey responses. Torrance County Emergency Management is currently working on the Emergency Operations Plan. A contractor has been hired and the kickoff meeting has occurred. Torrance County Emergency Management is working on inputting all of the required information into the system from the prior Emergency Operations Plan and the updated contacts, plans and policies. The contractor is working on updating the Emergency Operations Plan based on the information that is input. Emergency Management will be hosting a Development Workshop in July to bring stakeholders together to provide input on the plan. Torrance County Emergency Management has been participating in workshops for the Regional Tactical Interoperability Plan. Emergency Management is currently awaiting the documentation to be updated for Torrance County to include in the Regional Plan. Torrance County Emergency Management will be working on creating all the documentation and signage needed for an emergency shelter, creating additional training for Emergency Resource Partners of Torrance County volunteer group, inventorying and organizing items and working on agreements with various building to utilize as an emergency shelter. Torrance County Emergency Management will be creating a basic, starter evacuation Go Bag for residents, as well as creating a workshop to include a presentation, assistance in residents creating their own evacuation plans and other emergency preparedness information.

410 / 1500 words

4. Detailed Budget Narrative justifying the requested funding for the identified work plan activities. *

Cost of Emergency Manager \$26.44/hourly, \$55,000/annually, with benefits of \$23,456. This makes a total of \$78,456, with \$39,228 in EMPG funding. Cost of Emergency Management Specialist \$22.75/hour, making \$47,320 annually, with benefits of \$21,124. This makes a total of \$68,444. The EM Specialist is half time Emergency Management, so \$17,111 is the requested EMPG funding. This makes a total of \$56,339 in EMPG funding requested by Torrance County.

68 / 1500 words

5. Detailed description of how the work plan activities support the building or sustainment of the core capability gaps identified in your local SPR, hazard mitigation plan, hazard identification and risk assessment (HIRA), tactical interoperable communications plans, and/or after-action reports and improvement plans. *

Updating the Hazard Mitigation Plan will allow Torrance County Emergency Management to build on prevention and mitigation. By looking at previous events, we can use the information to predict where future events may occur. This will also open up additional funding that will allow Torrance County to focus on additional prevention and/or mitigation around the County. The Community Wildfire Protection Plan assists in building prevention, protection, mitigation, response and recovery. The projects outlined in the plan can aid in prevention, protection and mitigation. The training that is outlined in the plan can aid in the response. The training and projects can potentially lead to better recovery/resilience in the County. The Emergency Operations Plan will increase the response capability by having better planning, operational coordination, mass care services, mass search and rescue operations and operational communications. The Regional Tactical Interoperability Plan will build capabilities in response, by improving operational communications. By increasing the mass sheltering capabilities, that builds on response with mass care services.

163 / 1500 words

6. Equity Consideration - Applicants must select at least one project that focuses on equity considerations. Please provide a detailed description of the project below and explain how it addresses equity considerations. *

Torrance County Emergency Management has, and continues to, attend multiple outreach events. At these events, information is provided regarding the County Emergency Alert Notification System, as well as how to prepare for an emergency. Information is provided on how to prepare to shelter-in-place, evacuate, create Go Kits for humans and pets, and individual emergency plans to have in place. Torrance County Emergency Management will be providing workshops to residents in the areas most vulnerable to wildfire to assist with evacuation plans, Go Bags, alert notifications and general information. The residents that attend the workshops will be provided with a starter Go Bag, including information on what else should be added to the bag. Information will be placed on social media but also flyers will be hung in the more rural communities that do not have reliable internet access or the population does not utilize social media. Over the next two months, Torrance County Emergency Management will be attending outreach events with Claunch-Pinto Soil and Water Conservation District and SCWA to improve community engagement in the Community Wildfire Protection Plan from various areas of the County.

185 / 1500 words

2024 EMPG SUB-GRANT APPLICATION SUPPORTING DOCUMENTATION

Please upload any needed documents supporting your application. *



Integrated_Preparedness_Plan_Program_Management.pdf



IPP_Schedule_2024.pdf



NIMS-Implementation-Self-Reporting-Form_2023.docx



THIRA_Worksheet_10_2022.pdf



Choose File

Select up to 20 files to attach. You have attached 4. You may add 16 more files.

Acceptable file types: .csv, .doc, .docx, .odt, .pdf, .rtf, .txt, .wpd, .wpf, .gif, .jpg, .jpeg, .png, .svg, .tif, .tiff

You can refer to the **FY 2024 EMPG NOFO** to determine the documents you need to upload.

Save Draft

Submit



Last Saved a few seconds ago Drafts may be visible to the administrators of this program.



Department of Homeland Security & Emergency Management
13 Batasi Blvd. Santa Fe, NM 87508 (Phone) 505-476-5600

Mailing Address:
P.O. Box 27111
Santa Fe, NM 87502



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English

Samantha ODell ▾



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New Mexico Department of Homeland Security and Emergency Management

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(<https://www.nmdhsem.org/>)

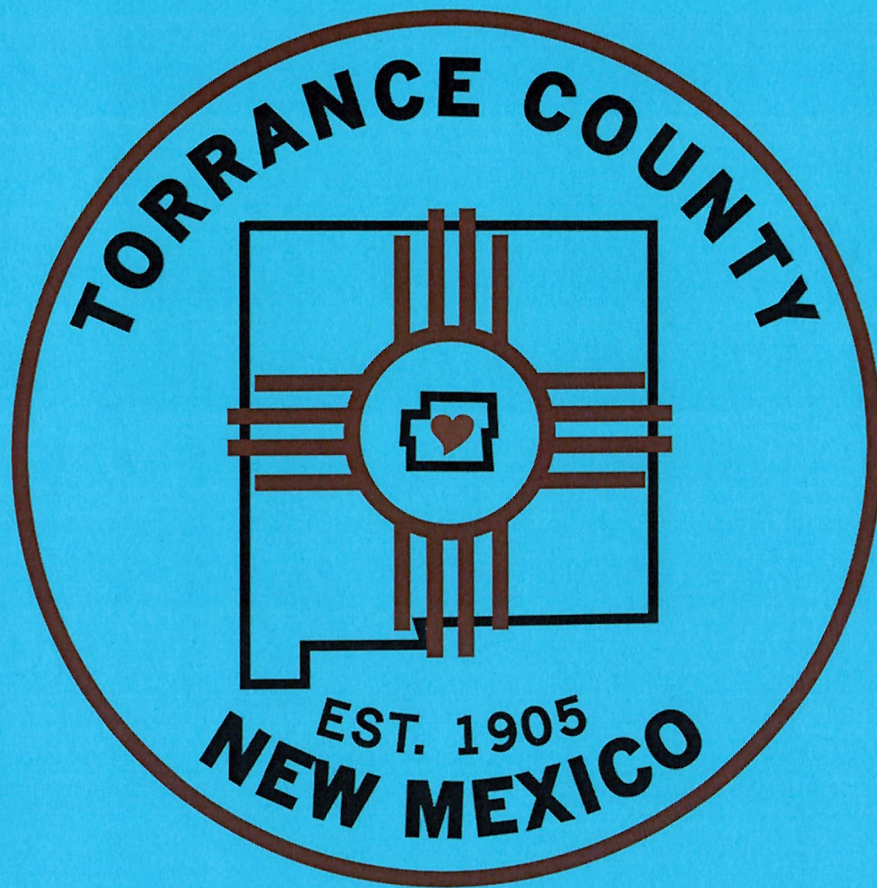


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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 13 A

OPERATING AND USE AGREEMENT

This Operating and Use Agreement (the "Agreement") dated this 1st day of July, 2024 is between Torrance County, herein referred to as "Local Government" and Presbyterian Medical Services d/b/a PMS Torrance Senior Services, herein referred to as "Service Provider," (together referred to as the "Parties").

Service Provider has agreed to provide services to the Local Government on the terms and conditions set out in this Agreement, while Local Government is of the opinion that Service Provider has the proper and necessary qualifications, experience and abilities to provide services to Local Government.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

1. Governing Law

The goal of Title III of the Older Americans Act ("OAA") is to reduce hunger and food insecurity and promote socialization and health among vulnerable older Americans to include but not limited to, providing meals, health screenings, education and community support, and transportation services ("Services"). Both state and federal law mandate that the Aging and Long Term Services Department ("ALTS") provide health and welfare-related services to older adults in New Mexico. ALTS, through its partner agencies, specifically the Area Agency on Aging ("AAA") network, contract with area service providers to provide Services to older adults as mandated by the OAA.

2. Scope of Work—Premises

The Local Government shall allow the Service Provider to use the Local Government-owned buildings located at: Estancia Senior Center 305 Highland Ave Estancia, NM 87016; Moriarty Senior Center 120 Roosevelt St Moriarty, NM 87035; and Mountainair Senior Center 107 N Summit Ave Mountainair, NM 87036 (collectively the "Premises") to provide the Local Government with the following Services: See Exhibit A attached hereto.

In providing these services, the Parties agree to the following allocation of responsibilities for the premises:

Check which Party is responsible for the following:

- Local Government Service Provider - **Air Conditioning**
- Local Government Service Provider - **Cable – N/A**
- Local Government Service Provider - **Electricity**
- Local Government Service Provider - **Gas**
- Local Government Service Provider - **Heat**
- Local Government Service Provider - **Internet**
- Local Government Service Provider - **Oil – N/A**
- Local Government Service Provider - **Sewer**

Local Government Service Provider - **Water**

Local Government Service Provider - **Insurance**

Local Government Service Provider – **Building & Equipment Maintenance and Repairs**

Local Government Service Provider – **Other:**

a. Compensation

In lieu of monetary compensation to the Service Provider for its provision of Services, the Local Government will provide use of the Premises, as set forth in Section 2 of this Agreement, at no charge to Service Provider, provided the Service Provider only uses the Premises for the provision of Services.

3. Scope of Work—Use of Vehicles

The Local Government shall allow the Service Provider to use the Local Government-owned vehicles (“Vehicles”) identified in Exhibit C hereto, which may be amended from time-to-time, at no charge to Service Provider, provided that Service Provider only use such Vehicles in performance of the Services.

At all relevant times, the Local Government shall retain ownership of the Vehicles .

Check which Party is responsible for the following:

Local Government Service Provider – **Maintenance and Repairs**

Local Government Service Provider - **Insurance**

Local Government Service Provider - **Fuel**

Local Government Service Provider – **Other – Defensive Driving**

a. Compensation

In lieu of monetary compensation to the Local Government for its use of the Vehicles, the Service Provider shall provide the Services identified in Exhibit A [List of Agreed Upon Services] to older adults deemed eligible by AAA to receive said Services. The minimum value of the Services provided by the Service Provider annually under this Agreement shall be the equivalent of the fair market lease value for a similar vehicle or equipment based on the current Leased Cars, and Truck Index, Consumer Price Index—Urban, or other appropriate economic indicator as agreed to by the Parties.

b. Reporting

The Service Provider shall report quarterly on April 15, July 15, October 15 and January 15 the Services provided in the immediately preceding quarterly on form attached Exhibit B [Reporting Form for Services Provided], attached hereto and incorporated by reference.

4. Term of Agreement

a. For Use of Premises and Vehicles

This Agreement will begin on 07/01/2024 (the "Effective Date") and will remain in full force and effect until 06/30/2029 (the "End Date") or the completion of the Services whichever first occurs. This Agreement may be extended by mutual written agreement of the Parties on an annual basis. Performance of this Agreement (including any extension) is contingent upon sufficient authority and appropriation granted by the New Mexico State Legislature.

During the term of the Agreement, the Local Government shall retain the following rights:

- To enter and inspect the Premises and Vehicles; and
- To use the Premises and Vehicles for other activities at times that do not conflict with the Service Provider's provision of Services. The Parties shall work together to coordinate and schedule such activities.

This Agreement may be extended by mutual written agreement of the Parties on an annual basis. This Agreement shall not exceed eight years from the Effective Date, including its initial term and any renewal term. Performance of this Agreement (including any extension) is contingent upon sufficient authority and appropriation granted by the New Mexico State Legislature.

5. Termination

This Agreement may be terminated by either party effective at the end of the term or the end of any renewal period; provided, however, that the terminating party must provide the other party with a minimum of 30 days' advance written notice of termination.

In addition, upon termination of this Agreement, the possession of the Premises and Vehicles shall revert back to the Local Government, which shall either use such Premises and/or Vehicles or dispose of them pursuant to the requirements set forth in the New Mexico Procurement Code. Under no circumstances may the Service Provider or its designee continue to use the Premises or Vehicles after the termination of this Agreement or benefit from its sale or disposition in any way.

6. Independent Contractor

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The Parties agree that this Agreement does not create a joint venture or a partnership between them.

7. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

8. Notice

All notices or demands required or permitted by the terms of this Agreement shall be given in writing and delivered to the Parties.

9. Time is of the Essence

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

10. Integration

This Agreement contains the entire agreement and understanding by and between the Parties and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

11. Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

12. Supersede

This Agreement, together with the Management and Service Agreement For Torrance County Senior Program dated July 8, 2015 and Master Vehicle Use Agreement Between Torrance County and Presbyterian Medical Services, Inc. dated July 8, 2015 between the Parties, which is incorporated herein by reference, constitute the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between the terms of this Agreement and any of the other documents specified in this Section 12, the terms of this Agreement shall govern.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this:

_____ day of _____, 20_____.

Torrance County Government

Local Government Name

Local Government Signature

Date

Presbyterian Medical Services

Steven C Hansen, President & CEO

Service Provider Name

Service Provider Signature

Date

Exhibit A
List of Agreed Upon Services

The Local Government and the Service Provider agree that all units of service provided and reported by the Service Provider under this Agreement are to be credited net of partial or full compensation/reimbursement received for those units of service.

<i>Services that may be provided by the Service Provider in lieu of cash</i>	<i>Description of Service</i>	<i>Agreed upon unit value of service to be used in lieu of cash</i>	<i>Basis for unit value of service</i>
Meals	Feeding Seniors at all three locations listed in contract and approximately 200 sites for home bound seniors.	\$376,673.00	\$8.25 per meal at the Senior Centers \$9.32 per meal for Home Deliveries
Transportation	Transport Seniors from home to medical appointments, pharmacy, post office and banks and perform various shopping for personal needs.	500 Units	\$25.75 per unit

Exhibit B
Reporting Form for Services Provided

<i>Quarterly Reporting Period:</i>	<i>Start Date:</i> _____ <i>End Date:</i> _____		
<i>Person responsible for completing report on behalf of the Service Provider:</i>	<i>Name:</i> _____		
	<i>Title:</i> _____		
	<i>Telephone #:</i> _____		
<i>Services:</i>	<i>Unit Value of Service:</i>	<i>Number of Service Units Provided During the Reporting Period:</i>	<i>Value of Services Provided During the Reporting Period:</i>
<i>Total Value of Services Provided During the Reporting Period</i>			
<i>Net of any partial or full compensation/reimbursement to be received by the Service Provider for those units of service</i>			
<i>Total Services Provided in Lieu of Cash for the Period Net of Compensated/Reimbursed Services:</i>			

Exhibit C

Vehicle Fleet

	Vehicle SS #1	Vehicle SS #2	Vehicle SS #3	Vehicle SS #4	Vehicle SS #5	Program Van
	Mountainair HD	Moriarty HD	Estancia HD	Transport Van	Admin Car	Program Van
Year	2020	2020	2020	2020	2020	2005
Make	Ford	Ford	Ford	Ford	Ford	Dodge
Model	F150	F150	F150	Transit	Escape	Caravan
Color	White	White	White	White	White	Blue
Vin#	1FTMF1E55LF C11271	1FTMF1E53LF C11270	1FTMF1E57LF C11269	1FBVU4XG6L KB25182	1FMCU9G63L UA62579	104GP24RO5 B136934
License Plate	10451G	11094G	11095G	11363G	11024G	G93665
Mileage	44,521	70,854	38,130	3,723	21,471	123,859



Commitment of Local Funds

My name is Janice Y. Barela and I have the authority to represent the
City/County of Torrance as it relates to the contents of this
document.

For Fiscal Year 2023-2024 we are committed to contribute a total of:

\$ 89,000.00 to the PMS-Torrance Senior Citizens Program.

This contribution is *not* an in-kind resource.

If for any reason this commitment is not able to be met by the City/County of:

Torrance. We will submit a letter of justification.

Janice Y. Barela

Print Name

Janice Y. Barela

Signature

County Manager

Print Title

5/16/2023

Date

Torrance County Commitment of Local Funds FY24

Moriarty

Utilities	\$	7,000.00
Building Maintenance	\$	12,400.00
Telecommunications	\$	3,000.00

Estancia

Utilities	\$	10,500.00
Building Maintenance	\$	14,400.00
Telecommunications	\$	3,000.00

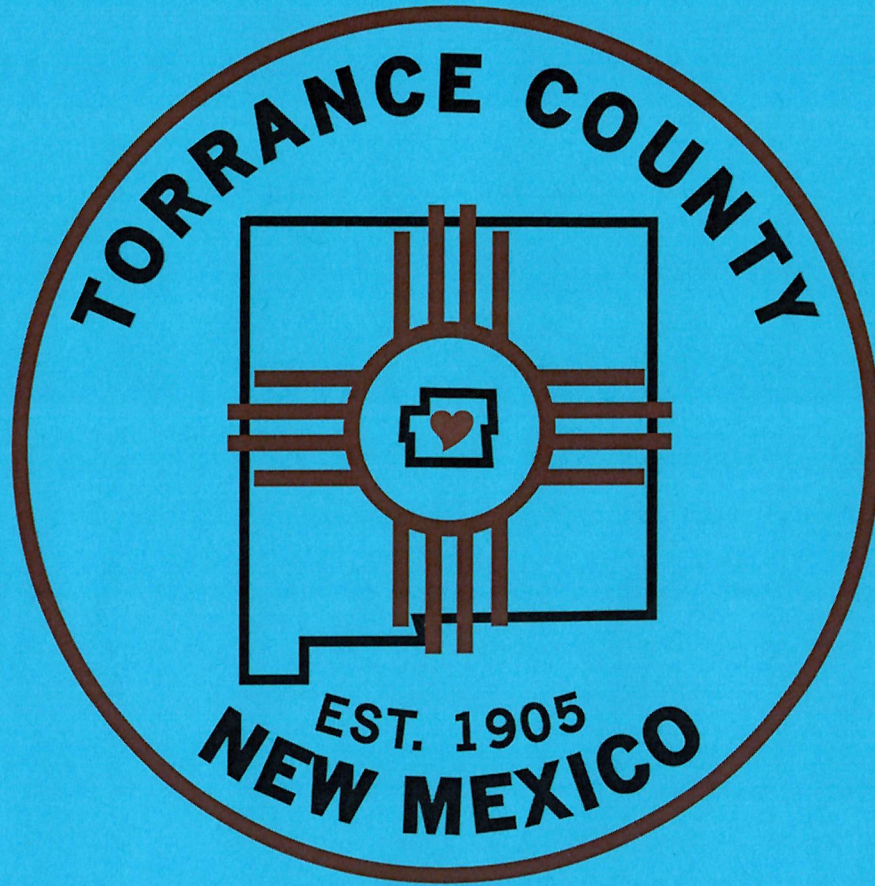
Mountainair

Utilities	\$	11,500.00
Building Maintenance	\$	11,400.00
Telecommunications	\$	800.00

ALL SITES

Cleaning, Fiscal Support	\$	10,000.00
Vehicle Maintenance	\$	5,000.00

TOTAL \$ 89,000.00



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

No. 13 B

**MEMORANDUM OF AGREEMENT
BETWEEN
Torrance County
AND
Valencia Shelter Services**

This MEMORANDUM OF AGREEMENT is entered into by and between Torrance County (hereafter referred to as "TC") and Valencia Shelter Services (hereafter referred to as "VSS").

WITNESSETH

Whereas, Torrance County Commission approved in the Final Budget for Fiscal Year 2024 funds for the Torrance County Domestic Violence Program; and

Whereas, VSS is the operator of the organization that provides survivor services and offender treatment for those impacted by domestic violence in Valencia County and Torrance County; and

Whereas, VSS receives grant funds from the New Mexico Children, Youth and Families Department to provide survivor services and offender treatment for those impacted by domestic violence in Torrance County; and

Whereas, VSS, TC and community partners are also concerned with providing appropriate education and treatment services to not only victims of domestic violence, but to those who have been convicted of domestic violence in Torrance County.

Now Therefore, in consideration of the promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Responsibilities of the Parties:

Torrance County agrees to reimburse Valencia Shelter Services for:

1. VSS will provide crisis line response and coordination for survivors of domestic violence in Torrance County.
2. VSS will provide Domestic Violence Survivor Services which may include but not limited to crisis intervention, case management, legal advocacy through the civil and criminal justice process, immigration services in partnership with Santa Fe Dream and the Mexican Consulate, child and family advocacy, accompaniment to medical services such as SANE exams, system navigation, operating costs, and case coordination. All services are provided in-person or virtually per the survivor's preference and offered in both English and Spanish.

3. VSS will provide Domestic Violence Offender Treatment Services which may include but not limited to intake and assessments, individual sessions, group sessions, case management, case staffing, operating costs, and legal advocacy.
4. VSS will provide staff support for daily operational and program responsibilities during the initial program development.
5. VSS will use funds to support operational and program costs to include but not limited to office rent, cellphone, laptop, docking stations, office supplies, IT support and labor.

Torrance County's total expenditure under this MOA shall not exceed \$60,000.

Torrance County will provide in-kind match to Valencia Shelter Services for:

1. Office Space with related insurance – Three offices, utilities, related insurance, and Wi-Fi connection.
2. Vehicle with related insurance – 2021 Chevrolet Traverse, VIN 1GNEVGKW7MJ106728, License Plate 12156G to be used by program staff for transportation.
 - a. TC agrees to provide maintenance.
 - b. VCC agrees to provide gasoline.
3. VSS will use funds to support operational and program costs to include but not limited to office rent, cellphone, laptop, docking stations, office supplies, IT support and labor.

Valencia Shelter Services will provide Torrance County:

1. Quarterly invoices along with detailed accounting for services rendered, to be submitted on or before the 15th of each month. Project will be billed in a fee for services rendered.
2. Copy of current NM driver's license for every individual who will operate vehicle.
3. Coinsure vehicle with full coverage and provide Torrance County a copy of the insurance certificate yearly.

Any invoices submitted for payment after June 15, 2025, will not receive funding.

THIS MEMORANDUM OF AGREEMENT will become effective July 1, 2024, or when fully executed by both parties and will continue in effect until June 30, 2025, or until terminated in writing by either party within thirty-day notice of said termination.

- a. Torrance County and Valencia Shelter Services agree that Valencia Shelter Services shall be liable for the failure of any of its providers to meet and comply with all applicable state and federal laws and licensure requirements governing the Contracted/facility/program.
- b. Torrance County assures that reports submitted will not contain any "individually identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA,

the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

- c. Valencia Shelter Services agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, the parties named herein have caused this MEMORANDUM to be duly executed on their behalf and be unto official.

Janice Y. Barela
County Manager
Torrance County

Stephanie N. Wood
Executive Director
Valencia Shelter Services

Date: _____

Date: _____

Approve as to form only:

Michael I. Garcia
County Attorney

Linda Jaramillo
County Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN
Torrance County
AND
Valencia Shelter Services**

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Whereas, VSS, TC and community partners are also concerned with providing appropriate education and treatment services to not only victims of domestic violence, but to those who have been convicted of domestic violence in Torrance County.

Now Therefore, in consideration of the promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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4. VSS will provide staff support for daily operational and program responsibilities during the initial program development.
5. VSS will use funds to support operational and program costs to include but not limited to office rent, cellphone, laptop, docking stations, office supplies, IT support and labor.

Torrance County's total expenditure under this MOA shall not exceed \$60,000.

Torrance County will provide in-kind match to Valencia Shelter Services for:

1. Office Space with related insurance – Three offices, utilities, related insurance, and Wi-Fi connection.
2. Vehicle with related insurance – 2021 Chevrolet Traverse, VIN 1GNEVGKW7MJ106728, License Plate 12156G to be used by program staff for transportation.
 - a. TC agrees to provide maintenance.
 - b. VCC agrees to provide gasoline.
3. VSS will use funds to support operational and program costs to include but not limited to office rent, cellphone, laptop, docking stations, office supplies, IT support and labor.
4. Copy and printer services under current Torrance County contract.

Valencia Shelter Services will provide Torrance County:

1. Quarterly invoices along with detailed accounting for services rendered, to be submitted on or before the 15th of each month. Project will be billed in a fee for services rendered.
2. Copy of current NM driver's license for every individual who will operate vehicle.
3. Coinsure vehicle with full coverage and provide Torrance County a copy of the insurance certificate yearly.

Any invoices submitted for payment after June 15, 2024, will not receive funding.

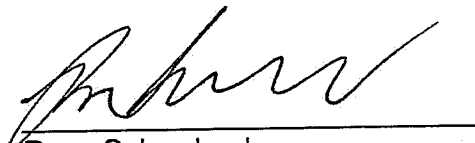
THIS MEMORANDUM OF AGREEMENT will become effective October 25, 2023, or when fully executed by both parties and will continue in effect until June 30, 2024, or until terminated in writing by either party within thirty-day notice of said termination.

- a. Torrance County and Valencia Shelter Services agree that Valencia Shelter Services shall be liable for the failure of any of its providers to meet and comply with all applicable state and federal laws and licensure requirements governing the Contracted/facility/program.
- b. Torrance County assures that reports submitted will not contain any "individually identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA,


the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

- c. Valencia Shelter Services agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, the parties named herein have caused this MEMORANDUM to be duly executed on their behalf and be unto official.



Ryan Schwebach
Commission Char
Torrance County

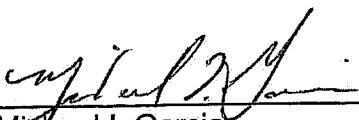


Stephanie N. Wood
Executive Director
Valencia Shelter Services


Date: 10-25-2023

Date: 11/7/2023

Approve as to form only:



Michael I. Garcia
County Attorney



Linda Jaramillo
County Clerk



**MEMORANDUM OF AGREEMENT
BETWEEN
Torrance County
AND
Valencia Shelter Services**

This MEMORANDUM OF AGREEMENT is entered into by and between Torrance County (hereafter referred to as "TC") and Valencia Shelter Services (hereafter referred to as "VSS").

WITNESSETH

Whereas, Torrance County Commission approved in the Final Budget for Fiscal Year 2024 funds for the Torrance County Domestic Violence Program; and

Whereas, VSS is the operator of the organization that provides Sexual Assault Nurse Examiners (SANE) services and/or assists with access to these services

Whereas, Torrance County receives reimbursement funds from House Bill 192 and appropriation 23-ZH9322-4 totaling TWENTY- FIVE THOUSAND DOLLARS (\$25,000) to provide services for funds for Sexual Assault Nurse Examiner service, and

Whereas, VSS, TC and community partners are also concerned with providing appropriate treatment services and to victims of sexual assault in Torrance County

Whereas, VSS, TC and community partners are also concerned with providing appropriate education and treatment services to victims of sexual assault in Torrance County

Now Therefore, in consideration of the promises herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Responsibilities of the Parties:

Torrance County agrees to reimburse Valencia Shelter Services for:

1. VSS will provide SANE access to victims of sexual assault in Torrance County, which may include but is not limited to transportation, care coordination, advocacy, and triage and intake, medical/forensic history, medical exam (head-to-toe), forensic exam (sexual assault evidence kit), forensic photography, pregnancy prevention, sexually transmitted infection (STI) prevention, referrals, hollow-up services, and testimony.
2. VSS will provide advocacy for youth victims in Torrance County.
3. VSS will provide staff support for daily operational and program responsibilities during the initial program development.

Torrance County's total expenditure under this agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

Torrance County will provide in-kind match to Valencia Shelter Services for:

1. Office Space with related insurance – Three offices, utilities, related insurance, and Wi-Fi connection.
2. Vehicle with related insurance – 2021 Chevrolet Traverse, VIN 1GNEVGKW7MJ106728, License Plate 12156G to be used by program staff for transportation.
 - a. TC agrees to provide maintenance.
 - b. VCC agrees to provide gasoline.
3. Torrance County will support VSS in system navigation to include but not limited to support with courts, law enforcement, CYFD, compliance office, community partners and key stake holders to ensure program success.
4. Copy and printer services under current Torrance County Contract.

Valencia Shelter Services will provide Torrance County:

1. Quarterly invoices along with detailed accounting for services rendered, to be submitted on or before the 15th of each month. Project will be billed in a fee for services rendered.
2. Copy of current NM driver's license for every individual who will operate vehicle.
3. Coinsure vehicle with full coverage and provide Torrance County a copy of the insurance certificate yearly.

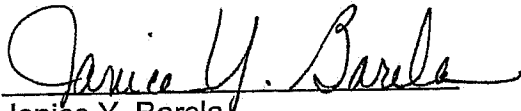
Any invoices submitted for payment after June 15, 2024, will not receive funding.

THIS MEMORANDUM OF AGREEMENT will become effective October 25, 2023, or when fully executed by both parties and will continue in effect until June 30, 2024, or until terminated in writing by either party within thirty-day notice of said termination.

- a. Torrance County and Valencia Shelter Services agree that Valencia Shelter Services shall be liable for the failure of any of its providers to meet and comply with all applicable state and federal laws and licensure requirements governing the Contracted/facility/program.
- b. Torrance County assures that reports submitted will not contain any "individually identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
- c. Valencia Shelter Services agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health &

Human Services pursuant the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, the parties named herein have caused this MEMORANDUM to be duly executed on their behalf and be here unto official.



Janice Y. Barela
County Manager
Torrance County

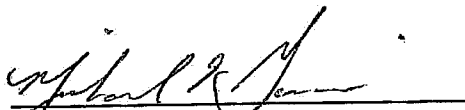


Stephanie N. Wood
Executive Director
Valencia Shelter Services

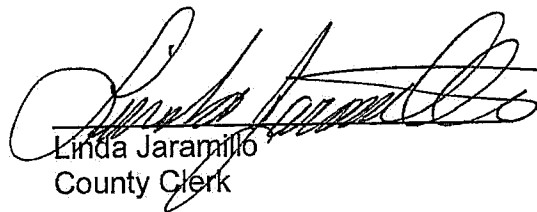
Date: 10.25.2023

Date: 11/7/2023

Approve as to form only:

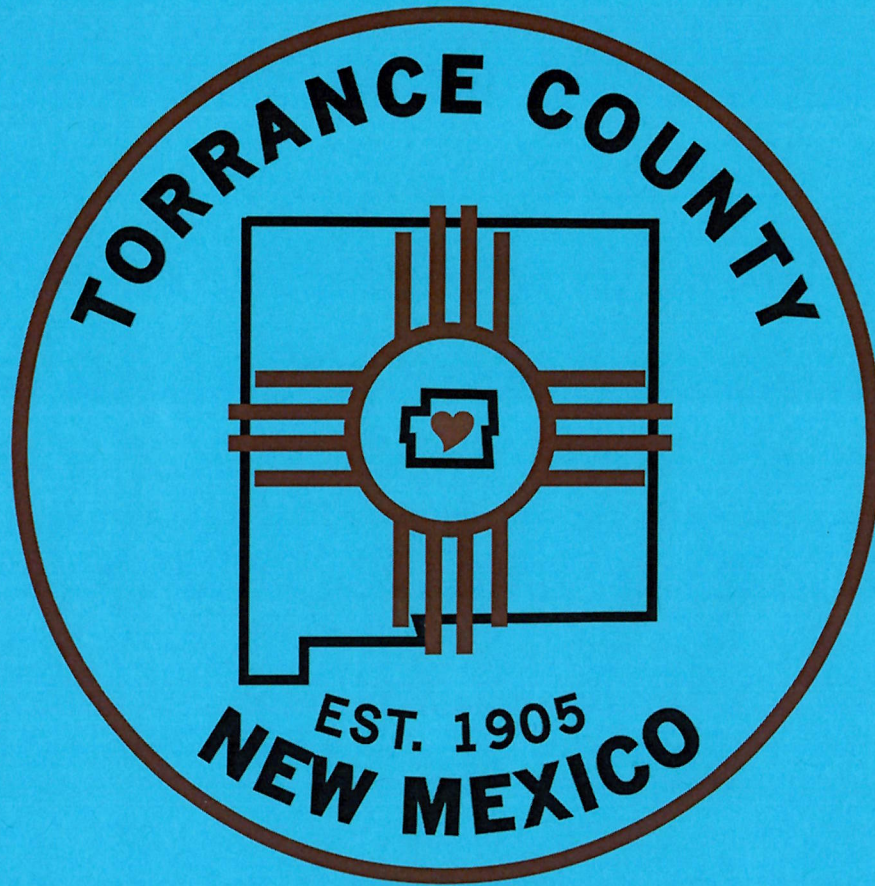


Michael I. Garcia
County Attorney



Linda Jaramillo
County Clerk

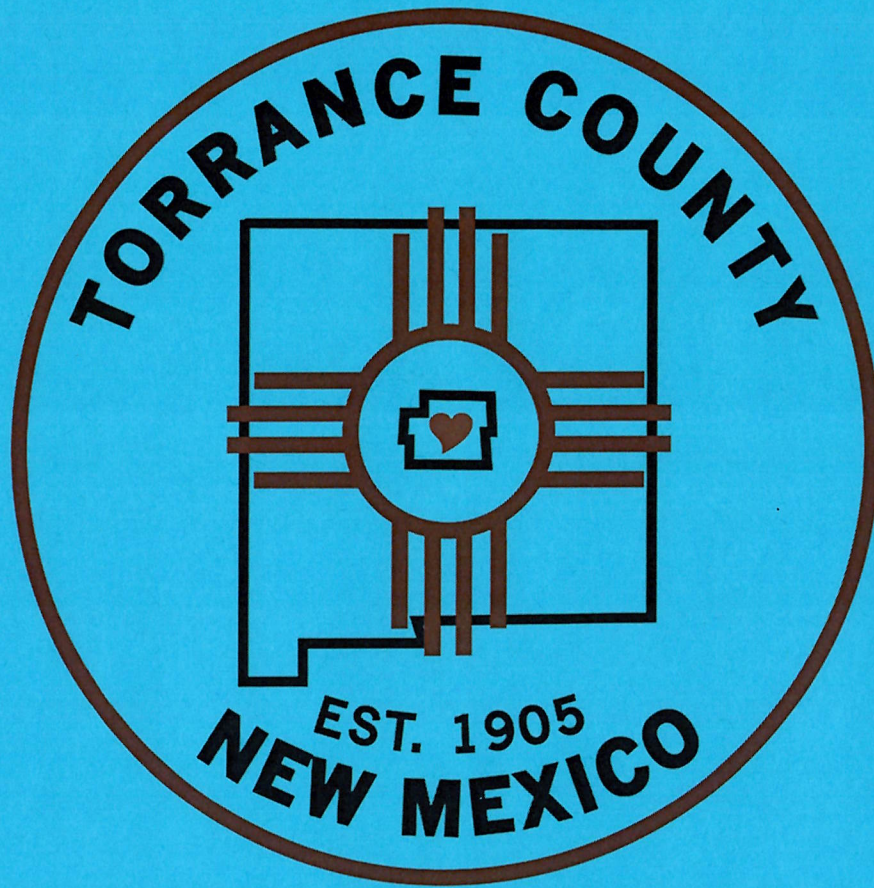




TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

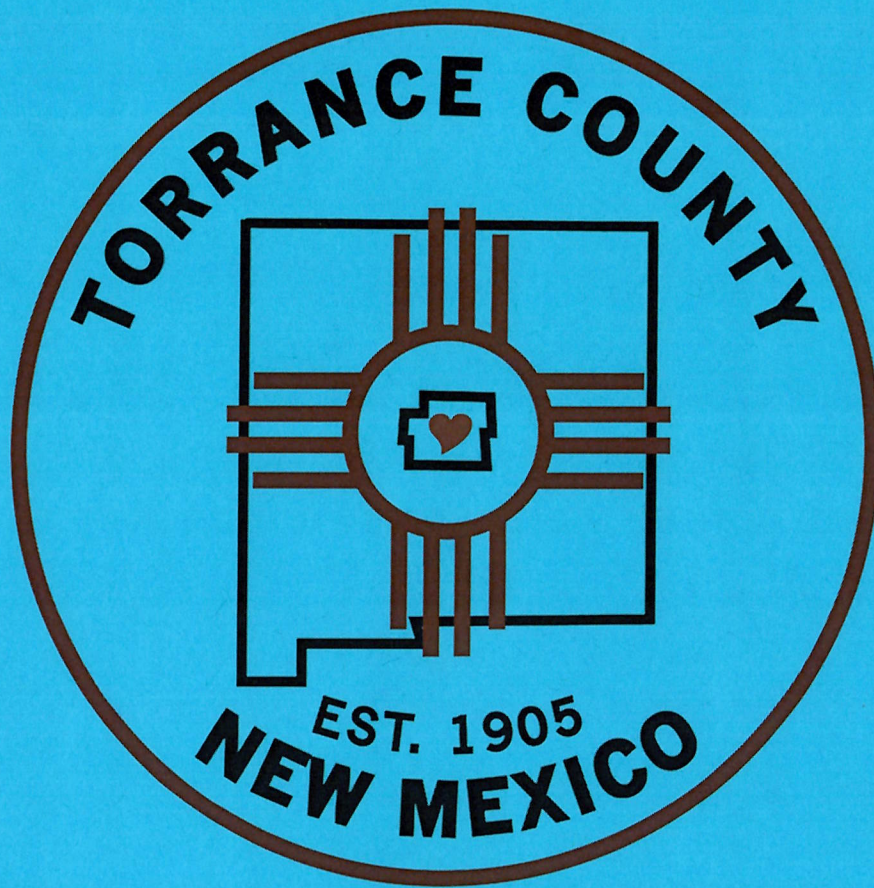
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

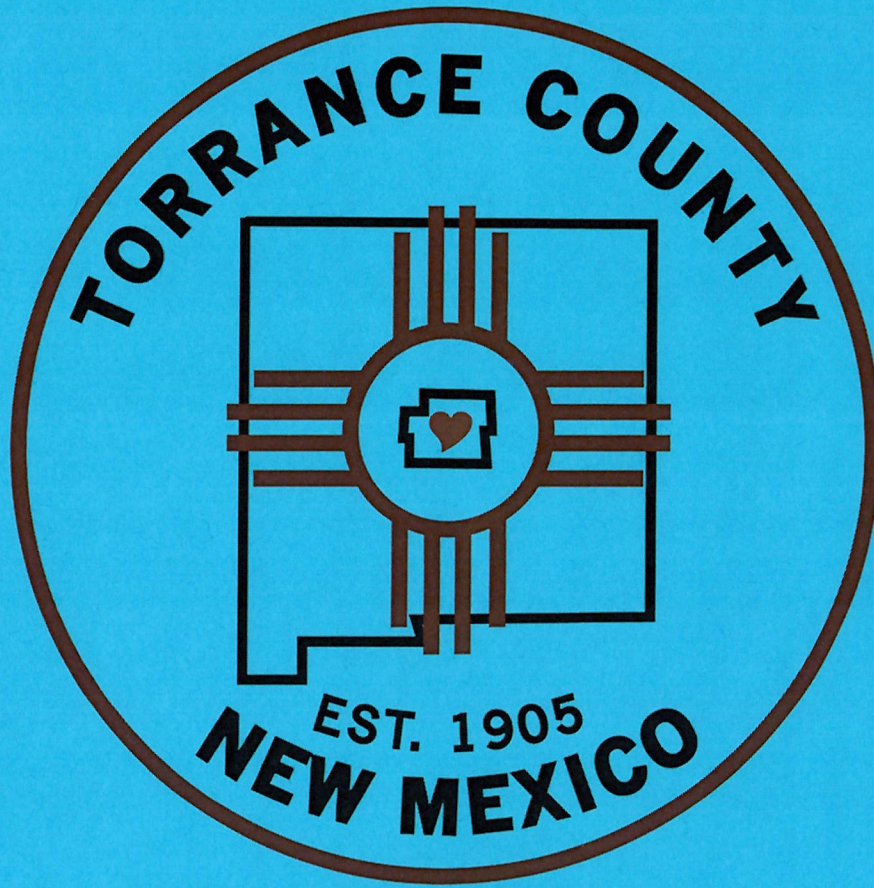
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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item

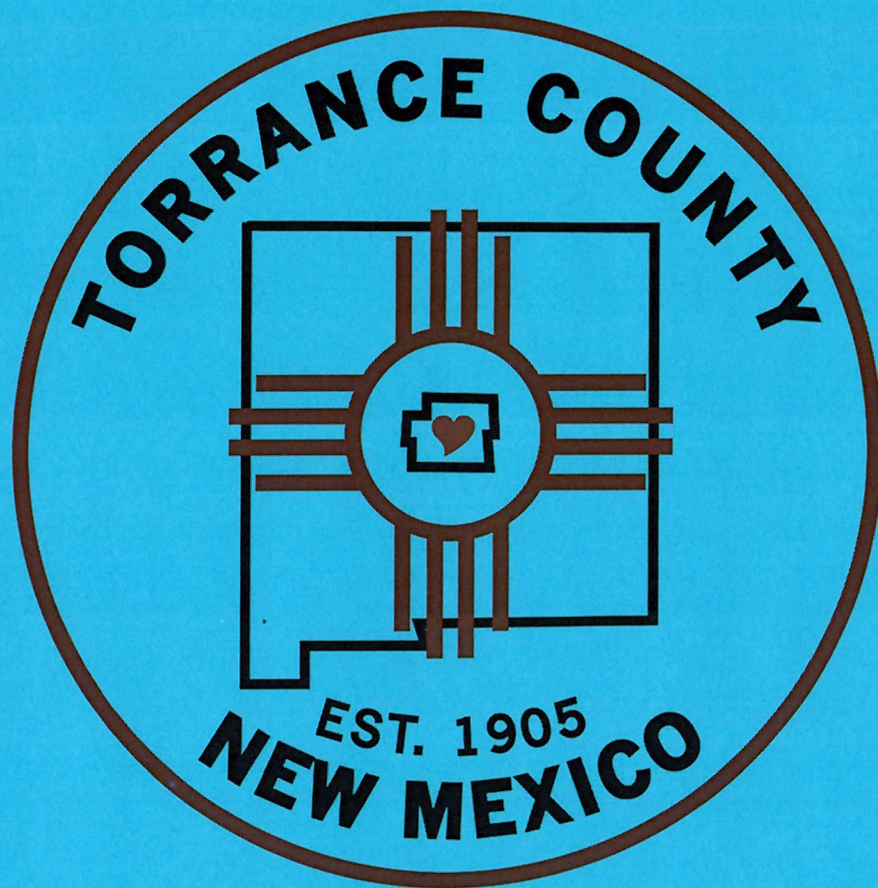
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

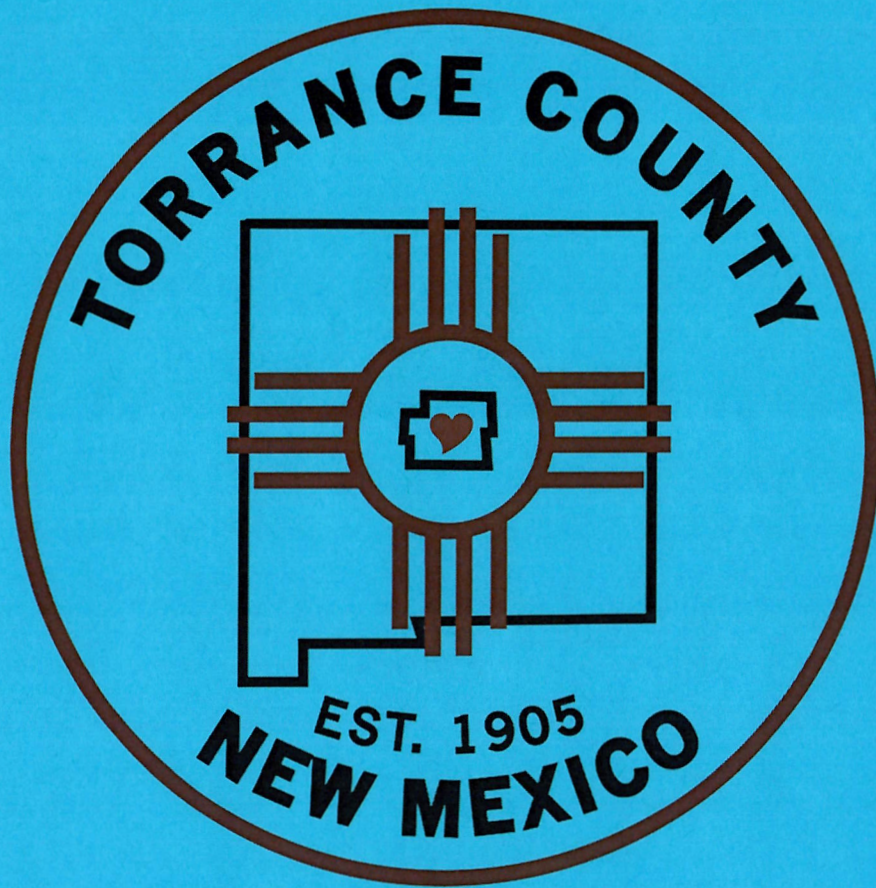
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**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 16



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 17