

TORRANCE **C**OUNTY
COMMISSION MEETING
JUNE 14TH, 2017
9:00 A.M.

FOR PUBLIC VIEW, DO NOT REMOVE



Torrance County Commission

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

AGENDA

June 14th, 2017
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: May 24th, 2017 Regular Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
1. *Approval of Checks*

ACTION ITEMS*:

ITEMS TO BE CONSIDERED AND ACTED UPON

(Public Comment, each item: At the Discretion of the Commission Chair. Comments are limited to one (1) minute per person.)

***Commission Matters:**

1. Funding Request(s) – Martin Lucero, Emergency Manager
2. 2017 New Mexico Community Survey Highlights and PHTC Prevention Strategies – Billie Clark/Natalie Skogerboe, Partnership for a Healthy TC
3. Appoint NMAC / NMCIA Workers' Compensation Pool Voting Representative
4. Mid-Region Council of Governments Rural Transportation Planning Committee Appointment(s)
5. Contract between Torrance County and CYFD for FY18 – Jenea Ortiz,
6. Resolution 2017-027 Relating to the Proposed Partial Termination of Indenture and Lease Relating to Torrance County, New Mexico Taxable Industrial Revenue Bonds (El Cabo Wind Project), Series 2013, for the Purpose of Releasing Excess Land Not Utilized in the Project
7. Resolution 2017-028 Indigent Burial

*** Department Requests/Reports:**

8. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
9. Request Approval of Contract Between Torrance County and John Steiner for Evaluation Services – Tracey Master, DWI Prevention Coordinator
10. Request Approval of 2018 Treatment Contract with Sharon "Trish" Dano – Tracey Master, DWI Prevention Coordinator
11. Request Ratification of HV RFP 17-690-17-14243 Contract Agreement – Berta Espinosa-Moore, TCPO Home Visiting Program
12. Resolution 2017-029 Budget Increase – Amanda Tenorio, Finance Director
13. Resolution 2017-030 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director
14. Resolution 2017-031 Line Item Transfers – Amanda Tenorio, Finance Director
15. Discussion and Decision Regarding Investment Committee Recommendations

***County Manager Requests/Reports:**

16. Update

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

***Adjourn**



Minutes

DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
REGULAR COMMISSION MEETING
MAY 24th, 2017

COMMISSIONERS PRESENT: JAVIER SANCHEZ-CHAIRMAN
JAMES FROST-MEMBER
JULIA DUCHARME-MEMBER

OTHERS PRESENT: ANNETTE ORTIZ-DEPUTY COUNTY MANAGER
DENNIS WALLIN-COUNTY ATTORNEY
LINDA KAYSER-CHIEF DEPUTY CLERK

CALL MEETING TO ORDER

Chairman Sanchez calls the meeting to order at 9:02 a.m. and calls for a Commission Roll Call. Commission District 1-Present, Commission District 2-Present, & Commission District 3-Present. Mr. Jesus Lucero leads in the Pledge of Allegiance and Commissioner Frost gives the invocation.

APPROVAL OF THE MAY 10th, 2017 REGULAR COMMISSION MEETING MINUTES

Chairman Sanchez asks for a motion to approve the May 10th, 2017 Regular Commission Meeting Minutes. **ACTION TAKEN:** Madame Commissioner Ducharme makes a motion to approve the May 10th, 2017, Regular Commission Meeting Minutes. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

APPROVAL OF THE MAY 24th, 2017 REGULAR COMMISSION MEETING AGENDA

Chairman Sanchez asks for a motion to approve the May 24th, 2017 Regular Commission Meeting Agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the May 24th, 2017, Regular Commission Meeting Agenda. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

APPROVAL OF CONSENT AGENDA

Chairman Sanchez asks for a motion to approve the Consent Agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Consent Agenda. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in Favor. **MOTION CARRIED.**

2.) Contract Between Torrance County and Hinkle & Landus, PC for FY 17 Audit Services – Leslie Olivas, Purchasing Director

Ms. Olivas presented the contract to the Commissioners for approval. Contract hereto attached. She stated that this is the approved contract from the State Auditor's Office and the award letter is included. Ms. Olivas asked the commission for their approval so they can begin the FY17 Audit.

ACTION TAKEN: Chairman Sanchez makes a motion to approve contract between Torrance County and Hinkle & Landus, PC for FY17 audit services. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

3.) Appoint EMS Service Option Committee Member

Annette Ortiz, Deputy County Manager stated that only one letter was received from Mr. Luna and he could not be in attendance today as he had family matters to attend to.

Chairman Sanchez stated that they normally ask for the interested parties to attend the meeting, but Mr. Luna reached out to him yesterday and said he could not attend today.

ACTION TAKEN: Chairman Sanchez said that because of the interest he has had in the past and his regular attendance to the meetings he will make a motion to appoint Mr. Frank Luna to the EMS Service Option Committee Member. Madam Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

***Department Requests/Reports:**

4.) Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission

Steve Geutschow, Planning and Zoning Director said yesterday was the first meeting of the Mountainair Collaborative workshop. This is the Forest Service having cooperating partners meetings, which they have been having for several years now. They are phasing out what used to be called the landscape team that is made up of the local community, state and federal agencies. This Collaborative group that is replacing them are made up of the same agencies but they are bringing in other special interest groups, economic development and ecological groups. The Forest Service wants these Collaborative groups to come to together for a focus on the new Forest Service Plan which is still being drafted. The group is going to start meeting quarterly beginning August 22, 2017.

Mr. Geutschow also presented the Commission with a Staggered Terms for P&Z Board Member chart. Chart hereto attached. He stated that in District 3 Mr. Jose Torrez wants to retire, so on June 1, 2017 an ad will run in the paper for letters of interest for Mr. Torrez's Board Member position. Also I have sent letters of invitations to our alternates who are Mr. Tom Burson and Mr. Marty Hernandez in District 1. He said he has invited them to come along as Mr. Robert Maxwell in District 1 is up for reappointment for a second term, however, he has had a lot of out of town business, his meeting attendance has been very limited and he believes it would be in our best interest to find a replacement for him. So this brings us to Gail

5.) Assessor Office Annual Report per NM Statute 7-36-16 – Betty Cabber, Assessor

Betty Cabber, Assessor presented to the Commission her annual report. Report hereto attached.

Assessor Cabber said this is her annual report that is required by statute to be presented to the Commission. She stated that the assessment of taxes is approximately 70% of the Counties budget so this is a review of activities in our office for the 2017 tax year. She said that the total net new improvements added to the valuation records were \$8,440,860.00 full value. \$5,936,085.00 for residential and \$2,504,775.00 for non-residential. These are items that are new and never been in our values before. This was accomplished by our appraisal staff and much help from office staff. During 2016, 765 appraisals were done, with our 4 appraisers that is 191 per each appraiser. That means they have been very busy. Most Counties have more staff so they do not have that many appraisals per appraiser. This is an increase of over 2% to be billed for the 2017 property tax budget.

She continued by stating that increases and decreases during the year will be mainly from protests, which they are still working on. Her office has settled at least 1/3 by showing the property owners that their values are fair based on like properties and sales. They have had over 200 protest but they will settle most of these before the formal hearings. Formal hearings are set for the middle of September so she will not have final figures until that time. Other decreases and increases will occur as they find properties not meeting the requirements of Agricultural valuations. So they are decreasing some and increasing other vacant lands because of the changes of use. They increased the non-residential land values by 1% and decreased the agriculture land values by 1.5%. Some of that loss of Agricultural land may have gone in to residential land values which increased over 2% from 2016.

She stated that their sales ratio study for 2017 shows they had 245 sales reported. They always put non-residential sales on at 100% and residential sales at 90% of sale price. She said this county is still lower than current and correct market value. With the 3% CAP put on by the Legislature in 2003, they can't catch up to the current and correct values because sales are pretty flat. This is a non-disclosure state, non-residential properties do not have to tell them their sales price. So any commercial property, vacant land, and agriculture anything other than residential property, when they sell, are not, by law, required to give us their sales price. It makes it hard to be current and correct on non-residential properties. Residential properties are required by law to give the actual sales price to the Assessor's office to be used for statistical purposes. This information cannot be shared with anyone other than our office. The sales ratio study is in their office if you would like to see it.

Assessor Cabber said the Valuation Maintenance program is doing well. They began reassessments in municipalities in 2015 and the appraisal staff has done a great job. Encino Duran, Cedarvale, Willard and Mountainair have been completed. They are starting Estancia this summer and hope to have it completed by 1-3-2018. Moriarty will be started next summer and they hope to have it completed by 1-30-2019. They are still working on reassessing all county properties and we continue to do permits, protest, corrections of errors and all other miscellaneous properties. She said mass appraising for valuing properties for taxation purposes is a never ending job. Once the cycle of reappraisals ends with Moriarty, it is time to go back to Encino and start the process over.

7.) Resolution 2017-023 Budget Increase – Amanda Tenorio, Finance Director

Ms. Tenorio is requesting approval from the Commission for Resolution 2017-023 Budget Increase for additional funding received by CYFD for the Domestic Violence Grant.

ACTION TAKEN: Commissioner Frost makes the motion to approve Resolution 2017-023 Budget Increase. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

8.) Resolution 2017-024 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director

Ms. Tenorio presented to the Commission Resolution 2017-024 cash transfers and Line Item Transfers for approval. These cash transfers are from the EMPG fund to the Civil Defense and from the General Fund to the Planning and Zoning for Court Fees.

ACTION TAKEN: Chairman Sanchez makes the motion to approve Resolution 2017-024 cash transfers & Line Item Transfer(s). Commissioner Frost seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

9.) Resolution 2017-025 Line Item Transfers – Amanda Tenorio, Finance Director

Ms. Tenorio is requesting approval from the Commission on Resolution 2017-025 Line Item Transfer(s). Whereas County Departments are requesting line item transfers within their budgeted funds in the FY 2016-17 Budget.

ACTION TAKEN: Commissioner Frost moves to approve Resolution 2017-025 Line Item Transfer(s). Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

10.) Resolution 2017-026 NMFA Loan – Hanna Sanchez, Fire Administrative Assistant

Ms. Sanchez presented Resolution 2017-026 NMFA loan to purchase a new 3,000 gallon Water Tender for District 2 Fire Department to the Commission for approval. She apologized that the first documents that she supplied the Commission with the amount of \$312,060.00 was wrong. The actual amount was \$278,513.00 with an additional \$2,105.00 for document preparation for a total amount of \$280,618.00.

Madame Commissioner Ducharme asked which fund the money would come from. Ms. Sanchez replied District 2, from the State Allotment that they receive from the State Fire Marshall's office.

ACTION TAKEN: Commissioner Frost makes a motion to approve Resolution 2017-026 NMFA Loan. Chairman Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

ADJOURNMENT

ACTION TAKEN: Chairman Sanchez makes a motion to adjourn the May 24, 2017 Regular Commission Meeting. Madame Commissioner Ducharme seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

Meeting adjourned at 11:54 am

Chairman Javier Sanchez

Linda Kayser, Chief Deputy Clerk

Date



Consent Agenda

TOTAL CHECKS PRINTED 53

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 84,171.98 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/01/2017. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

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

Tracy L. Sedillo

123

CK#	DATE	Name	Description	Line Item	PO #	Am
01 0	100273	ALL AMERICAN COLLISION CENTER	REINFORCE CAB ROOF ON RESCUE 5	405-91-2218	31104	249.
	249.40		INVOICE # 1868		31104	
	06/01/2017					

STATE FIRE ALLOTMENT	249.40					
01 0	100274	AMBITIONS TECHNOLOGY GROUP LLC NEW SHERIFF'S OFFICE CABLING	20 - SINGLE CATSE DROPS	620-94-2215	31129	4501
	14146.14		INCLUDES LABOR		31129	
	06/01/2017					

			1 - 24 PORT PATCH PANEL		31129	
			24 - 1' PATCH CORDS		31129	
			17 - 7' PATCH CORDS		31129	
			2 - CABLE RUNS FROM TELECOM ROOM TO SERVER ROOM		31129	
			TAXES		31129	
			INVOICE # 6141		30152	9644
			BACKUP AND DISASTER RECOVERY EQUIPMENT		30152	
			MONTHLY COST - 6 MONTHS		30152	
			INVOICE # 5900			

INFRASTRUCTURE GROSS R	14146.14					
01 0	100275	ARTESIA FIRE EQUIPMENT INC	LION V-FORCE COAT W/C7	411-92-2248	30743	3985
	9090.00		TRADITIONAL LINER; LION V-FORCE LUMBAR PANT W/C7 TRADITIONAL LINER; TRADITIONAL HELMET W/4" TUFFSHIELD; LEATHER HELMET; BRUSH COAT; BRUSH PANTS; WILDLAND GLOVES; STRUCTURAL BOOTS; WILDLAND BOOT; MAJESTIC WHITE NOMEX PAC II HOOD; OVERSIZED GEAR BAG; SHIRBY FLEX TUFF GLOVE W/O WRISTLET HSANCHEZ		30743	
	06/01/2017		INVOICE # 58947		30743	

			LION V-FORCE COAT W/C7	408-91-2248	30733	5105
			TRADITIONAL LINER; LION V-FORCE LUMBAR PANT W/C7 TRADITIONAL LINER; STRUCTURAL BOOTS; WILDLAND BOOTS; MAJESTIC WHITE NOMEX PAC II HOOD, OVERSIZE GEAR BAG; 9-SHIRBY FLEX TUFF-GLOVES W/O WRISTLET; BRUSH COAT; BRUSH PANTS; WILDLAND GLOVES; TRADITIONAL HELMET; LEATHER HELMET/CHIEF MCINERNEY		30733	
			INVOICE # 58876		30733	

1/4% FIRE EXCISE TAX	3985.00	STATE FIRE ALLOTMENT	5105.00			
01 0	100276	AUTOMATED ELECTION SERVICES	2000 - #10 REGULAR ENVELOPES WITH COUNTY CLERK RETURN ADDRESS	401-20-2219	31038	10
	206.10		INVOICE # 55987		31038	
	06/01/2017		2000 - #10 REGULAR ENVELOPES	401-20-2219	31038	10
			INVOICE # 55992		31038	

COUNTY CLERK	206.10					
01 0	100277	BLAKES LOTNBURGER LLC	25 MEALS FOR FIREFIGHTERS	604-83-2248	31116	15
	152.92		VERBAL APPROVAL BY L. OLIVAS		31116	

CK# DATE Name Description Line Item PO # Am
 06/01/2017 1433 ON 5/15/2017 TMP-170511
 INVOICE # 10042 INVOICE # 20066 31116

COMMUNICATIONS/EMS TAX 152.92
 01 O 100278 BLAKES LOTABURGER LLC 20 MEALS (STRUCTURE FIRE) 604-83-2248 96117 06/01/2017 31138 160.
 160.68 VERBAL APPROVAL BY L. OLIVAS 31138
 06/01/2017 2040 ON 5/21/2017 TMP-170514 INVOICE # 20066 31138

COMMUNICATIONS/EMS TAX 160.68
 01 O 100279 BOOT BARN INC 15 - HIGHVIZ AMERICAN WORKER 600-06-2248 106117 06/01/2017 31112 877.
 877.50 JACKET STYLE#AMMF1601 31112
 06/01/2017 3 - 3XL; 6 - 2XL; 4 - XL; 2 - L INVOICE # 116271 31112

RISK MANAGEMENT 877.50
 01 O 100280 BROWNHILLS, INC. ARL5 BT GRIP OYERMLD BUTTSTK 401-50-2222 116117 06/01/2017 30807 320.
 320.69 MUDFE; ARL5/ML6 MIL-SPEC BUFFER 30807
 06/01/2017 SLING; MAPGUL BATTERY ASSIST TUBE; 3 POINTS-2POINT TACTICAL 30807
 DEVICES; EXTENDED MAGAZINE SLING; MAPGUL BATTERY ASSIST 30807
 RELEASE 30807
 INVOICE # 13717913 INVOICE # 17971385/17923789

COUNTY SHERIFF 320.69
 01 O 100281 CATERPILLAR FINANCIAL SVCS CORP/LEASE ON GRADERS FOR JUNE 2017 402-60-2607 126117 06/01/2017 9828
 11791.62 INVOICE # 17971385 641-09-2607 136117 06/01/2017 1963
 06/01/2017 BACKHOE/LOADER FOR JUNE 2017 INVOICE # 17971385/17923789

COUNTY ROAD DEPARTMENT 9828.17 HIGH LONESOME WIND PTL 1963.45
 01 O 100282 CENTRAL NM ELECTRIC COOP. DIST.5 MONTHLY BILL 405-91-2208 146117 06/01/2017 15
 15.75 06/01/2017

STATE FIRE ALLOTMENT 15.75
 01 O 100283 CHIEF SUPPLY TRIMPH SYSTEMS PIVOTAL TRAINER; 420-74-2248 156117 06/01/2017 31026 1299.
 1298.33 THREAT/NO THREAT TARGET; PADDED 31026
 06/01/2017 BELT SLOTTED; RIGGER BELT W/HOOK 31026
 AND LOOP; HANDCUFF POUCH; 31026
 MOUNTED PISTOL POUCH; X2R TACO 31026
 TACO POUCH; BATON POUCH; 31026
 TACO POUCH INVOICE # 123618;107854

TRANSPORTATION OF PRIS 1298.33
 01 O 100284 CODE 3 SERVICE LLC 2 - MIDLAND 4" 20 WATT EXTERNAL 408-91-2248 166117 06/01/2017 31171 5.
 59.60 SPEAKER W/MOUNTING BRACKET 31171
 06/01/2017 VERBAL APPROVAL BY L. OLIVAS 31171
 1054 ON 5/24/2017 INVOICE # 175330 31171

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amc
01 0	100285	DIRKS, DONALD R	CONTRACTUAL CONSULTANT SERVICES	401-05-2272	176117	06/01/2017		1920.
	1920.00		5/13/17-5/26/17					
	06/01/2017		INTERM FIRE CHIEF					
			INVOICE # IC-002					

COUNTY COMMISSION	1920.00							
01 0	100286	DOCUMENT SOLUTIONS INC	MONTHLY COPIER (DEC)	911-80-2203	186117	06/01/2017		65.
	65.05		INVOICE # INS2823					
	06/01/2017							

911-DISPATCH CENTER	65.05							
01 0	100287	DOCUMENT SOLUTIONS INC	MONTHLY COPIER (NOV)	911-80-2203	196117	06/01/2017		48.
	48.28		INVOICE # INS1032					
	06/01/2017							

911-DISPATCH CENTER	48.28							
01 0	100288	DOCUMENT SOLUTIONS INC	MONTHLY COPIER (JAN)	911-80-2203	206117	06/01/2017		45
	45.66		INVOICE # INS5191					
	06/01/2017							

911-DISPATCH CENTER	45.66							
01 0	100289	EAST MOUNTAIN AUTO GLASS	REPLACE WINDSHIELD	408-91-2218	216117	06/01/2017		225
	460.00		ATTACK 3-1					
	06/01/2017		VERBAL APPROVAL BY L. OLIVAS					
			1054 ON 5/25/2017 TMP-170516					
			INVOICE # 22235					
			WINDOW TINTING ON 2017 DODGE RAM					
			TWO FRONT DOORS AND WINDSHIELD					
			INVOICE # 22206					

STATE FIRE ALLOTMENT	225.00	COMMUNICATIONS/EMS TAX	235.00					
01 0	100290	ESTANCIJA, TOWN OF	PROM OVERTIME	605-09-2272	236117	06/01/2017		1655
	165.24		UNDERAGE DRINKING ENFORCEMENT					
	06/01/2017		4/22/2017					

HIGH LONESOME WIND PILL	165.24							
01 0	100291	HARDENED ARMS LLC	3 - CMC 1-STAGE TRIGGER	401-50-2231	246117	06/01/2017		209
	2095.49		3 - 16" 5.56 SOCOM 1/7 10" SDX					
	06/01/2017		RAIL UPPER WITH BCG & CH					
			ESTIMATED SHIPPING					
			UPGRADE NIB BCG AND RAPTOR CH					
			INVOICE # 807					

COUNTY SHERIFF	2095.49							
01 0	100292	HONSTEIN OIL CO.	ASSESSOR MONTHLY FUEL	610-40-2202	256117	06/01/2017		5
	50.15		INVOICE # ZZZ2207					
	06/01/2017							

COUNTY ASSESSOR	50.15							
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CR# DATE Name Description Line Item Invoice # DATE PO # Amt
01 0 100293 HONSTEIN OIL CO. CIVIL DEFENSE MONTHLY FUEL 604-83-2202 266117 06/01/2017 215.02
06/01/2017

COMMUNICATIONS/EMS TAX 215.02
01 0 100294 HOWELL, BRANDI 408-91-2202 276117 06/01/2017 48.00
06/01/2017 3-2 FIRE IN MOUNTAINAIR

STATE FIRE ALLOTMENT 48.00
01 0 100295 KXNM-FM 88.7 401-05-2243 286117 06/01/2017 1250.00
06/01/2017 JUNE 2017, COMMISSIONER MEETINGS AND PSA'S INVOICE # 2017-6048

COUNTY COMMISSION 1250.00
01 0 100296 LIFE-ASSIST INC 415-33-2344 296117 06/01/2017 4998.94
06/01/2017 4998.94

10 - MEDSOURCE NASAL CANNULA
4 - MUCOSAL ATOMIZATION DEVICE
30 - MEDSOURCE NASAL CANNULA
NON FLARED ADULT
20 - FLOW METER ALUMINUM HOUSING
20 - DYNAREX INSTANT COLD PACK
5X9 (NON-TOXIC)
20 - DYNAREX INSTANT HOT PACK
5X9
30 - NEWPORT DISPOSABLE, 22MM
J-CURCUTT W/O WATER
INVOICE # 797644-061706601NV

EMS ALLOTMENT 4998.94
01 0 100297 LUCERO, LUCIA 605-22-2272 306117 06/01/2017 2027.72
06/01/2017 2027.72
PREVENTION/TEEN COURT CONTRACT
MAY 16 -31, 2017
INVOICE # 0531-017

DWI LOCAL GRANT FY17 2027.72
01 0 100298 MESA EQUIPMENT & SUPPLY CO 406-91-2248 316117 06/01/2017 1053.60
06/01/2017 1053.60
REPAIR BREATHING AIR SYSTEM
ESTIMATED LABOR AND MILEAGE
APPLICABLE FREIGHT AND TAX
INVOICE # 3022595

STATE FIRE ALLOTMENT 1053.60
01 0 100299 MORIARTY, CITY OF 605-09-2272 326117 06/01/2017 375.86
06/01/2017 375.86
PROM OVERTIME-4/22/2017
SALTERFIELD,URBINA,GASTELUM

HIGH LONESOME WIND PTL 375.86
01 0 100300 MOUNTAIN VIEW TELEGRAPH 685-08-2221 346117 06/01/2017 23.41
06/01/2017 23.41
PUBLIC NOTICE RESOLUTION
2017-03
1 EDITION RUN
VERBAL APPROVAL BY L. OLYVAS
711 ON 2/21/2017 TMP-170221
INVOICE # 1337057

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amc
01 O	100301	MOUNTAIN VIEW TELEGRAPH	EMPLOYMENT AD	402-61-2221	356117	06/01/2017	31043	40.
	40.12		EQUIPMENT OPERATOR					
	06/01/2017		INVOICE # 1349707					

COUNTY ROAD SHOP 40.12								
01 O	100302	MOUNTAINAIR, TOWN OF	SENIOR CENTER WATER	401-05-2210	336117	06/01/2017		81.
	248.95		GAS	401-05-2209		/ /		167.
	06/01/2017							

COUNTY COMMISSION 248.95								
01 O	100303	NEW MEXICO APPARATUS LLC	REPLACED INNER TIE RODS	418-91-2201	366117	06/01/2017		815.
	954.70		REPLACE WIPERS FRONT/REAR					
	06/01/2017		REPLACE OLD BATT. W/ NEW BATTERY					
			INVOICE # 91963					
			BATTERY FOR COMMAND	418-91-2201	376117	06/01/2017		139.
			INVOICE # 91951					

STATE FIRE ALLOTMENT 954.70								
01 O	100304	NEW MEXICO PROPANE	FINAL BILL FOR PROPANE TANK	405-91-2209	386117	06/01/2017		21.
	21.67		SWITCHED TO NATURAL GAS					
	06/01/2017		LOCATED AT 85 GALLOWAY RD.					
			MORLAITY, NM					
			INVOICE # 1201222					

STATE FIRE ALLOTMENT 21.67								
01 O	100305	OLIVAS, LESLIE	CELL PHONE CASE FOR SAMSUNG J3	401-27-2219	396117	06/01/2017		14.
	14.06							
	06/01/2017							

PURCHASING DEPARTMENT 14.06								
01 O	100306	ORITZ, JENEA R	CONTINUUM COORDINATOR	635-67-2272	406117	06/01/2017		2600.
	2600.00		GRT MAY 2017					
	06/01/2017		INVOICE # 112017					

CYFD JUVENILE JUSTICE 2600.00								
01 O	100307	PITNEY BOWES PURCHASE POWER	POSTAGE METER REFILL	401-05-2206	416117	06/01/2017		1000.
	1005.00							
	06/01/2017							

COUNTY COMMISSION 1005.00								
01 O	100308	PROFESSIONAL DOCUMENT SYSTEMS	NEWSPAPERS SENT TO BE	401-20-2233	426117	06/01/2017		91.
	918.74		MICROFILMED					
	06/01/2017		JANUARY 2016 - FEBRUARY 2017					
			INVOICE # 129287					

COUNTY CLERK 918.74								
01 O	100309	RICOH USA, INC	PERIODIC PAYMENT	629-52-2218	436117	06/01/2017		9.
	197.11		6/1/17-6/31/17	690-84-2218		/ /		
	06/01/2017		INVOICE # 22936007					

HOME VISITING GRANT FY 98.56 DV CONTRACT FY17 98.55								
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amc
01 O	100310	RICOH USA, INC	SERVICE CONTRACT COPIER	610-40-2203	446117	06/01/2017		355.
			5/1/17-5/31/17					
	06/01/2017		INVOICE # 98797467					

COUNTY ASSESSOR		355.85						
01 O	100311	RICOH USA, INC	***REPLACES PO 28745***	402-60-2203	456117	06/01/2017		29850
			PERIODIC PAYMENT					
	06/01/2017		INVOICE # 22936005					

COUNTY ROAD DEPARTMENT		71.93						
01 O	100312	RICOH USA, INC	BLACK&WHITE IMAGES	401-05-2203	466117	06/01/2017		436
			APRIL/MAY 2017					
	06/01/2017		PO # PREMATURELY					
			INVOICE # 5048643320					

COUNTY COMMISSION		436.30						
01 O	100313	SPEEDY'S TIRE SERVICE	6 - NEW TIRES 9.00X20"	407-91-2201	476117	06/01/2017		1609
			TANKER 1					
	06/01/2017		6 - NEW TIRES AND LINERS					
			INVOICE # 271701					

STATE FIRE ALLOTMENT		1609.20						
01 O	100314	STAPLES BUSINESS ADVANTAGE	9 - WHITE CARD STOCK, 250/PK	629-52-2219	486117	06/01/2017		63
			BOOKS - MY FIRST WORDS	629-52-2224				
	06/01/2017		INVOICE # 3339724661,3340909321					149

HOME VISITING GRANT FY		212.90						
01 O	100315	STAPLES BUSINESS ADVANTAGE	GLUE STICKS, 1.5" BINDER COMBS,	401-10-2219	496117	06/01/2017		213
			1" BINDER COMBS, CD-R SPINDLE,	401-27-2219				
	06/01/2017		2" PRONG FASTENERS, POP UP NOTES	401-55-2219				231

			ERASE MARKERS, CARD STOCK, 5166					
			CORDLESS MOUSE X2, TAPE, DRY					
			ERASE MARKERS, LEGAL					
			LABELS, 5160 LABELS, BLUE					
			HANGING FILE FOLDERS, HP901XL					
			CLASSIFICATION FOLDERS, BANKER					
			BLACK/TRICOLOR INK X2, LUBRICANT					
			BOXES, 1" BINDERS X25, BLUE					
			SHEETS, NOTARY BOOK X2, BLUE					
			ENERGEL PENS, MEDIUM BINDER					
			CLIPS, POP UP NOTE DISPENSERS					

COUNTY MANAGER		213.71						
01 O	100316	T.A. TIRES & SERVICE	TIRES FOR EQUIPMENT	402-60-2244	506117	06/01/2017		111
			VERBAL APPROVAL BY L. OLIVAS					
	06/01/2017		1304 ON 5/9/2017 TMP-170509					
			INVOICE # 239074					

COUNTY ROAD DEPARTMENT		1112.00						
01 O	100317	TDS/GCR TIRES CENTERS	TIRES FOR EQUIPMENT	402-60-2244	516117	06/01/2017		111
			VERBAL APPROVAL BY L. OLIVAS					
	06/01/2017		1303 ON 5/9/2017 TMP-170508					
			INVOICE # 73803					

CR# DATE Name Description Line Item Invoice # DATE PO # Amt

COUNTY ROAD DEPARTMENT 1158.80
 01 O 100318 TJ ENTERPRISES AUTO SUPPLY 20 - CROSSFIRE SAFETY GLASSES 600-06-2248 526117 06/01/2017 31137 287.
 287.52 FOR ROAD DEPARTMENT
 06/01/2017 INVOICE # 28083 31137

RISK MANAGEMENT 287.52
 01 O 100319 TRIDIC INC. 1 - BOX RECEIPT PAPER 401-30-2219 536117 06/01/2017 30921 148.
 148.07 2 - BACK UP TAPES 30921
 06/01/2017 SHIPPING INVOICE # 1700609/1700599

COUNTY TREASURER 148.07
 01 O 100320 WARE, SIDNEY K CASE MANAGEMENT 635-67-2272 556117 06/01/2017 6005
 6005.00 BOYS COUNCIL, JIFF ASSESSMENTS
 06/01/2017 GIRLS CIRCLE INVOICE # 116

CYFD JUVENILE JUSTICE 6005.00
 01 O 100321 WASTE MANAGEMENT OF NM INC. MONTHLY TRASH PICK-UP 401-82-2210 546117 06/01/2017 114.
 114.94 INVOICE # 8622925-0573-5

ANIMAL SHELTER 114.94
 01 O 100322 WATERWAY OF NEW MEXICO 2750 TESTING OF ALL FIRE HOSE 418-91-2248 566117 06/01/2017 758.
 6346.57 ACCORDING TO NFPA 1962 STANDARDS 31168
 06/01/2017 ACCORDING TO NFPA 1932 STANDARDS 31168
 TAX VERBAL APPROVAL BY L. OLIVAS 31168
 1303 ON 5/30/2017 TMP-170519 576117 06/01/2017 123.
 INVOICE # 1384 30775
 9710 - TESTING OF ALL FIRE HOSES 408-91-2248 30775
 ACCORDING TO THE NFPA 1962 STANDARDS 30775
 TAX ESTIMATE #1190 30775
 112 - TESTING ALL GROUND LADDERS 408-91-2248 30761
 ACCORDING TO NFPA 1932 STANDARDS 30761
 TAX ESTIMATE #1204 30761
 3375 - TESTING OF ALL FIRE HOSES 405-91-2248 586117 06/01/2017 42.
 ACCORDING TO NFPA 1962 STANDARDS 30758
 326 - TESTING ALL GROUND LADDERS 30758
 ACCORDING TO NFPA 1932 STANDARDS 30758
 TAX ESTIMATE #1194 30758
 INVOICE # 1386 30762
 2725 - TESTING OF ALL FIRE HOSE 409-91-2248 596117 06/01/2017 7.
 ACCORDING TO NFPA 1962 STANDARDS 30762

CK# DATE Name Description Line Item Invoice # DATE PO # Amt

			60 - TESTING ALL GROUND LADDERS							
			ACCORDING TO NFPA 1932							
			STANDARDS							
			TAX							
			ESTIMATE #1193							
			INVOICE # 1383							
			2600 - TESTING OF ALL FIRE HOSES	407-91-2248						
			ACCORDING TO NFPA 1962							
			STANDARDS							
			150 - TESTING ALL GROUND LADDERS							
			ACCORDING TO NFPA 1932							
			STANDARDS							
			TAX							
			ESTIMATE #1191							
			INVOICE # 1377							
			8300 - TESTING OF ALL FIRE HOSE	406-91-2248						
			ACCORDING TO NFPA 1962							
			STANDARDS							
			166 - TESTING ALL GROUND LADDERS							
			ACCORDING TO NFPA 1932							
			STANDARDS							
			TAX							
			ESTIMATE #1192							
			INVOICE # 1387							
STATE FIRE ALLOTMENT	6346.57									
01 O 100323		WEST, KATHLEEN A.	PHARMACIST CONSULTANT SERVICES	401-82-2272		636117	06/01/2017			150
	150.00		MAY 2017							
06/01/2017										
ANIMAL SHELTER	150.00									
01 O 100324		WESTERN TRAILS VETERINARY INC.	LRG. & SMALL STERILIZATIONS	401-82-2272		626117	06/01/2017			72
	728.78		RABIES VACCINATIONS							
			LACERATION REPAIR							
06/01/2017			HOARDING CASE CONSULTATION							
			INVOICE # 109694;110407;108410							
ANIMAL SHELTER	728.78									
01 O 100325		2ND-TO-NONE SERVICE	TRANSMISSION REPAIRS ON WATER	402-60-2244		646117	06/01/2017			243
	5669.89		TRUCK 1							
			INVOICE # 28221			656117	06/01/2017			31042
06/01/2017			TRANSMISSION REPAIR ON SEMI	402-60-2244						
			INVOICE # 28222							
			DOT INSPECTION OF TRUCK/TRAILER	402-60-2244		666117	06/01/2017			31010
			INVOICE # 28289/28290							
COUNTY ROAD DEPARTMENT	5669.89									
53	84171.98		TOTAL							

** GRAND TOTAL **		84,171.98	.00
=====			
**TOTAL		10,109.85	.00
GENERAL FUND			
**DEPT	401-05-2203	4,860.25	.00
	401-05-2206	436.30	.00
	401-05-2209	1,005.00	.00
	401-05-2210	167.32	.00
	401-05-2243	81.63	.00
	401-05-2272	1,250.00	.00
=====			
**DEPT	401-10-2219	1,920.00	.00
COUNTY MANAGER			
	OFFICE SUPPLIES	213.71	.00
=====			
**DEPT	401-20-2219	213.71	.00
COUNTY CLERK			
	OFFICE SUPPLIES	1,124.84	.00
	MICROFILMING	206.10	.00
		918.74	.00
=====			
**DEPT	401-20-2233	121.90	.00
PURCHASING DEPARTMENT			
	OFFICE SUPPLIES	121.90	.00
=====			
**DEPT	401-27-2219	148.07	.00
COUNTY TREASURER			
	OFFICE SUPPLIES	148.07	.00
=====			
**DEPT	401-30-2219	148.07	.00
COUNTY SHERIFF			
	FIELD SUPPLIES	2,416.18	.00
	WEAPONS/AMMUNITION	320.69	.00
		2,095.49	.00
=====			
**DEPT	401-50-2222	231.18	.00
FINANCE DEPARTMENT			
	OFFICE SUPPLIES	231.18	.00
=====			
**DEPT	401-55-2219	993.72	.00
ANIMAL SHELTER			
	WATER/SEWER/TRASH	114.94	.00
	PROFESSIONAL SERVICES	878.78	.00
=====			
**DEPT	401-82-2210	17,880.91	.00
ROAD FUND			
**TOTAL		17,880.91	.00
=====			
**DEPT	402-60-2203	17,840.79	.00
COUNTY ROAD DEPARTMENT			
	MAINTENANCE CONTRACTS	71.93	.00
	MACHINERY MAINTENANCE/REPAIR	7,940.69	.00
	GRADER/EQUIPMENT LEASE	9,828.17	.00
=====			
**DEPT	402-60-2244	40.12	.00
COUNTY ROAD SHOP			
	PRINTING/PUBLISHING/ADVERTISING	40.12	.00
=====			
**DEPT	402-61-2221	713.53	.00
DISTRICT 5 VFD			
**TOTAL		713.53	.00
=====			
**DEPT	405-91-2208	713.53	.00
STATE FIRE ALLOTMENT			
	ELECTRICITY	15.75	.00
	HEATING/GAS/PROPANE	21.67	.00
	EQUIPMENT MAINTENANCE/REPAIR	249.40	.00
	SAFETY EQUIPMENT	426.71	.00
=====			
**TOTAL		3,377.50	.00
DISTRICT 2 VFD			
**DEPT	406-91-2248	3,377.50	.00
STATE FIRE ALLOTMENT			
	SAFETY EQUIPMENT	3,377.50	.00
=====			
**TOTAL		2,309.17	.00
DISTRICT 1 VFD			

**DEPT 407-91-2201 STATE FIRE ALLOTMENT 2,309.17 .00
 407-91-2201 VEHICLE MAINTENANCE/REPAIR 1,609.20 .00
 407-91-2248 SAFETY EQUIPMENT 699.97 .00
 **TOTAL DISTRICT 3 VFD 6,852.62 .00

**DEPT 408-91-2202 STATE FIRE ALLOTMENT 6,852.62 .00
 408-91-2218 VEHICLE FUEL 48.00 .00
 408-91-2248 EQUIPMENT MAINTENANCE/REPAIR 225.00 .00
 SAFETY EQUIPMENT 6,579.62 .00
 **TOTAL DISTRICT 4 VFD 722.31 .00

**DEPT 409-91-2248 STATE FIRE ALLOTMENT 722.31 .00
 SAFETY EQUIPMENT 722.31 .00
 **TOTAL COUNTY FIRE PROTECTION FUND 3,985.00 .00

**DEPT 411-92-2248 1/4% FIRE EXCISE TAX 3,985.00 .00
 SAFETY EQUIPMENT 3,985.00 .00
 **TOTAL EMS FUND 4,998.94 .00

**DEPT 415-33-2344 EMS ALLOTMENT 4,998.94 .00
 SUPERIOR AMBULANCE 4,998.94 .00
 **TOTAL DISTRICT 6 VFD 1,713.36 .00

**DEPT 418-91-2201 STATE FIRE ALLOTMENT 1,713.36 .00
 418-91-2248 VEHICLE MAINTENANCE/REPAIR 954.70 .00
 SAFETY EQUIPMENT 758.66 .00
 **TOTAL JAIL FUND 1,298.33 .00

**DEPT 420-74-2248 TRANSPORTATION OF PRISONERS 1,298.33 .00
 SAFETY EQUIPMENT 1,298.33 .00
 **TOTAL SAFETY PROGRAM 1,165.02 .00

**DEPT 600-06-2248 RISK MANAGEMENT 1,165.02 .00
 SAFETY EQUIPMENT 1,165.02 .00
 **TOTAL CIVIL DEFENSE FUND 763.62 .00

**DEPT 604-83-2201 COMMUNICATIONS/EMS TAX 763.62 .00
 604-83-2202 VEHICLE MAINTENANCE/REPAIR 235.00 .00
 604-83-2248 VEHICLE FUEL 215.02 .00
 SAFETY EQUIPMENT 313.60 .00
 **TOTAL DWI PROGRAM FUND 2,568.82 .00

**DEPT 605-09-2272 HIGH LONESOME WIND PILLT 541.10 .00
 PROFESSIONAL SERVICES 541.10 .00
 **DEPT 605-22-2272 DWI LOCAL GRANT FY17 2,027.72 .00
 PROFESSIONAL SERVICES 2,027.72 .00
 **TOTAL PROPERTY VALUATION FUND 406.00 .00

**DEPT COUNTY ASSESSOR 406.00 .00

Account Number	Description	DEBITS	CREDITS
610-40-2202	VEHICLE FUEL	50.15	.00
610-40-2203	MAINTENANCE CONTRACTS	355.85	.00
**TOTAL	COUNTY INFRASTRUCTURE GRNT	14,146.14	.00
**DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	14,146.14	.00
620-94-2215	BUILDING MAINTENANCE/REPAIR	4,501.97	.00
620-94-2617	CO/EQUIPMENT	9,644.17	.00
**TOTAL	HOME VISITING GRANT	311.46	.00
**DEPT	HOME VISITING GRANT FY17	311.46	.00
629-52-2218	EQUIPMENT MAINTENANCE/REPAIR	98.56	.00
629-52-2219	OFFICE SUPPLIES	63.18	.00
629-52-2224	EDUCATIONAL SUPPLIES	149.72	.00
**TOTAL	JUVENILE JUSTICE GRANT	8,605.00	.00
**DEPT	CYFD JUVENILE JUSTICE GRANT FY17	8,605.00	.00
635-67-2272	PROFESSIONAL SERVICES	8,605.00	.00
**TOTAL	HIGH LONESOME WIND PILLT	1,963.45	.00
**DEPT	HIGH LONESOME WIND PILLT	1,963.45	.00
641-09-2607	GRADER/EQUIPMENT LEASE	1,963.45	.00
**TOTAL	P&Z COURT FEES	23.41	.00
**DEPT	PLANNING & ZONING	23.41	.00
685-08-2221	PRINTING/PUBLISHING/ADVERTISING	23.41	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	98.55	.00
**DEPT	DV CONTRACT FY17	98.55	.00
690-84-2218	EQUIPMENT MAINTENANCE/REPAIR	98.55	.00
**TOTAL	EMERGENCY-911 FUND	158.99	.00
**DEPT	911-DISPATCH CENTER	158.99	.00
911-80-2203	MAINTENANCE CONTRACTS	158.99	.00
BANK01	WELLS FARGO	84,171.98	.00
** BANK TOTALS **		84,171.98	.00

TOTAL CHECKS PRINTED 1

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 6,940.73 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 05/26/2017. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED ATTEST BY

James W. Frost Javier Sanchez Julia Ducharme Linda Jaramillo

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

Tracy L. Sedillo

VA

Date: 5/26/17 12:56:28 (CHECK60)

CHECK LISTING CHECK PRINTED MAY 26, 2017

Page: 1

Invoice # DATE PO #

152617 05/26/2017

6940.7

CR# DATE Name

01 0 100240 WEX FLEET UNIVERSAL
6940.73
05/26/2017

FUEL-PAST DUE AMOUNT
APRIL-2017

401-10-2202

COUNTY MANAGER 6940.73

===== 1 6940.73 / / TOTAL

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=====
** GRAND TOTAL **
=====
**TOTAL
GENERAL FUND
COUNTY MANAGER
VEHICLE FUEL
401-10-2202
=====
BANK01
** BANK TOTALS **
=====

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Account	DEBITS	CREDITS
** GRAND TOTAL **	6,940.73	.00
**TOTAL	6,940.73	.00
GENERAL FUND	6,940.73	.00
COUNTY MANAGER	6,940.73	.00
VEHICLE FUEL	6,940.73	.00
401-10-2202	6,940.73	.00
WELLS FARGO	6,940.73	.00
** BANK TOTALS **	6,940.73	.00

TOTAL CHECKS PRINTED 21

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 55,998.16 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 05/25/2017. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

ATTEST BY

SIGNED

James W. Frost

Javier Sanchez

Julia Ducharme

Linda Jaramillo

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

Tracy L. Sedillo

KA

CK# DATE Name Description Line Item Invoice # DATE PO # Amt

01 0 100219 AIRGAS USA LLC CYLINDER RENTAL FEE 406-91-2230 152517 05/25/2017 94.12
 05/25/2017 94.12
 STATE FIRE ALLOTMENT 94.12
 AMERICAN REGISTRY FOR INTERNET ANNUAL MAINTENANCE FOR IPV4 401-65-2272 252517 05/25/2017 100.00
 01 0 100220 100.00 INVOICE # S1282228

05/25/2017 INFORMATION TECHNOLOGY 100.00
 01 0 100221 CENTRAL NM ELECTRIC COOP. DISPATCH MONTHLY BILL 911-80-2208 352517 05/25/2017 48
 2466.23 DISPATCH POWERPOLE MONTHLY BILL 911-80-2208 47
 05/25/2017 DISPATCH MONTHLY BILL APRIL 911-80-2209 1084
 ANIMAL SHELTER MONTHLY BILL 401-82-2208 269
 DISPATCH MONTHLY BILL 406-91-2208 148
 ANIMAL SHELTER MONTHLY BILL 405-91-2208 289
 DISPATCH MONTHLY BILL 409-91-2208 156
 DISPATCH MONTHLY BILL 408-91-2208 179
 DISPATCH MONTHLY BILL 418-91-2208 131
 DISPATCH MONTHLY BILL 407-91-2208 111

911-DISPATCH CENTER 1179.93 ANIMAL SHELTER 269.21 STATE FIRE ALLOTMENT 1017.09
 01 0 100222 CHIEF SUPPLY 2 - RIOT CONTROL GASK MASKS 401-50-2222 552517 05/25/2017 31030 2025.38
 2025.38 4 - RIOT CONTROL GASK MASK 31030
 CANNISTERS (FILTERS) 31030
 6 - FLAMELESS CS GRENADE 31030
 6 - FLAMELESS OC GRENADE 31030
 6 - BLACK SMOKE GRENADE 31030
 FREIGHT INVOICE # 125343;123617;107853

COUNTY SHERIFF 2025.38
 01 0 100223 CINTAS CORPORATION NO. 2 2 - QUARTERLY RESTOCK 911-80-2248 652517 05/25/2017 30549 23
 2025.38 FIRST AID SUPPLIES INVOICE # 8403181407 30549

911-DISPATCH CENTER 236.10
 01 0 100224 EAST MOUNTAIN AUTO GLASS WINDOW TINTING 411-92-2201 752517 05/25/2017 31123 2
 235.00 DODGE RAM FD-7 INVOICE # 22216 31123

05/25/2017 1/4% FIRE EXCISE TAX 235.00
 01 0 100225 G & K SERVICES ADMIN. BLDG. MATS;MOPS;ETC. 401-15-2237 1252517 05/25/2017 6
 1509.92 JUDICIAL MATS;MOPS;ETC. 401-16-2237 1252517 / / 8

ADMINISTRATIVE OFFICES 693.28 JUDICIAL COMPLEX MAINT 816.64
 01 0 100226 HONSTEIN OIL CO. ANIMAL SHELTER MONTHLY FUEL 401-82-2202 1352517 05/25/2017 2
 264.72 P&Z MONTHLY FUEL 685-08-2202 1452517 05/25/2017 1452517 05/25/2017

05/25/2017 ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

ANIMAL SHELTER 208.51 PLANNING & ZONING 56.21

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amt
01 O	100227	NEXTTIVA INC	ASSESSOR	610-40-2207	1752517	05/25/2017		342.1
	1897.44		CLERK	401-20-2207		/		184.4
			MANAGER	401-10-2207		/		131.1
			FINANCE	401-55-2207		/		52.1
			MAINTENANCE	401-15-2207		/		26.1
			PURCHASING	401-27-2207		/		52.1
			COMMISSION	401-05-2207		/		26.1
			P&Z	401-08-2207		/		52.1
			CODE ENFORCE	685-08-2207		/		26.1
			DWI	605-22-2207		/		52.1
			IT	401-65-2207		/		26.1
			ROAD	402-60-2207		/		26.1
			PROBATE	401-90-2207		/		26.1
			RA	675-07-2207		/		26.1
			SHERIFF	401-50-2207		/		210
			COMM. MONITOR	420-73-2207		/		52
			TREASURER	401-30-2207		/		26
			TCPO	690-86-2207		/		52
			TCPO	629-52-2207		/		26
			TCPO	819-47-2207		/		105
			EXTENSION	401-05-2207		/		26
			CIVIL DEFENSE	604-83-2207		/		26

COUNTY ASSESSOR	342.55	COUNTY CLERK	184.45	COUNTY MANAGER	131.75
FINANCE DEPARTMENT	79.05	ADMINISTRATIVE OFFICES	52.70	PURCHASING DEPARTMENT	26.35
COUNTY COMMISSION	158.14	PLANNING & ZONING	79.05	DWI LOCAL GRANT FY17	52.70
INFORMATION TECHNOLOGY	26.35	COUNTY ROAD DEPARTMENT	52.70	PROBATE JUDGE	26.35
RURAL ADDRESSING	26.35	COUNTY SHERIFF	263.70	COMMUNITY MONITORING	26.35
COUNTY TREASURER	210.80	DV GRANT FY16	52.70	HOME VISITING GRANT FY	26.35
NMCA GRANT FY17	52.70	COMMUNICATIONS/EMS TAX	26.35		

01 O	100228	NM EMS BUREAU	EMT LICENSE RENEWAL	405-91-2266	852517	05/25/2017		30767
	90.00		M. TRAMMELL	413-91-2266		/		30767
			EMT LICENSE RENEWAL			/		30767
			R. STURCHIO; A. STURCHIO			/		30767
			INVOICE # EMS02281760.3			/		30767

STATE FIRE ALLOTMENT	90.00	EMT BASIC RECERTIFICATION	408-91-2266	952517	05/25/2017			30581
01 O	100229	NM EMS BUREAU	A. ORIO			/		30581
	30.00		INVOICE # EMS02281760			/		30581
						/		30581

STATE FIRE ALLOTMENT	30.00	1 - EMT-B RENEWAL LICENSE	911-80-2266	1052517	05/25/2017			30620
01 O	100230	NM EMS BUREAU	C. SNOW			/		30620
	30.00		INVOICE # EMS02281760.1			/		30620

911-DISPATCH CENTER	30.00	3 - EMD RENEWAL LICENSES	911-85-2266	1152517	05/25/2017			30622
01 O	100231	NM EMS BUREAU	J. TUCKER, S. NIETO,			/		30622
	85.00		B. HOWELL			/		30622
			1 - EMD INSTRUCTOR RENEWAL			/		30622
			LICENSE - C. SNOW			/		30622
			INVOICE # EMS02281760.2			/		30622

DFA TRAINING GRANT 85.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amo
01 O	100232	NMAC COMMISSIONERS AFFILIATE	AFFILIATE DUES-FY16	401-05-2269	1852517	05/25/2017		100.00
			INVOICE # 3000029932					
	05/25/2017							

COUNTY COMMISSION	100.00							
01 O	100233	P & M SIGNS INC	25 - GREEN PLACARDS 6X10	675-07-2242	1552517	05/25/2017		31053
			250 - 4" NUMBER DIGITS					31053
			260 - 4" A-Z LETTERS					31053
	05/25/2017		INVOICE # 774707201					

RURAL ADDRESSING	1211.25							
01 O	100234	PRESEBYTERIAN MEDICAL SERVICES	MFHC RPHCA- CONTRACT	616-17-2272	1652517	05/25/2017		32960
			JANUARY; FEBRUARY; MARCH; APRIL					
	05/25/2017							

RPHCA GRANT FY17	32960.00							
01 O	100235	QWEST CORPORATION	TCFD 6 MONTHLY BILL	418-91-2207	452517	05/25/2017		223
			DIST.5 MONTHLY BILL	405-91-2207				358
	05/25/2017							

STATE FIRE ALLOTMENT	582.62							
01 O	100236	SEDILLO, MATTHEW	COUNTY FAIR AWARD MONEY	412-53-2235	1952517	05/25/2017		10
	05/25/2017							

COUNTY FAIR	10.00							
01 O	100237	TRIADIC INC.	LICENSE FOR JMWALK	411-92-2272	2052517	05/25/2017		23
			YEARLY MAINTENANCE	911-80-2272				20
	05/25/2017		TAX					
			VERBAL APPROVAL BY J. OLIVAS					
			1206 ON 12/6/16 TMP-171204					
			INVOICE # 1700604					
			500 - BUSINESS REGISTRATION	401-20-2219	2152517	05/25/2017		21
			BLANK PAPER					
			INVOICE # 1700607					

1/4% FIRE EXCISE TAX	231.89	911-DISPATCH CENTER	205.00	COUNTY CLERK	210.19			
01 O	100238	UNIQUE ENTERPRISES	COMMAND 2	406-91-2201	2252517	05/25/2017		19
			REPAIR 4 WHEEL DRIVE WITH RELAY					
			OIL CHANGE					
			LABOR AND SHOP SUPPLIES					
			REPLACE TIMING CHANGE					
	05/25/2017		INVOICE # 2849					

STATE FIRE ALLOTMENT	1935.81							
01 O	100239	WEX FLEET UNIVERSAL	SHERIFF FUEL	401-50-2202	2352517	05/25/2017		7
			UNASSIGNED FUEL	401-50-2202				
			CIVIL DEFENSE FUEL	604-83-2202				
			FIRE ADMIN FUEL	413-91-2202				
			DIST.6 MONTHLY FUEL	418-91-2202				
			DIST.5 MONTHLY FUEL	405-91-2202				
			DIST.4 MONTHLY FUEL	409-91-2202				
	05/25/2017							

STATE FIRE ALLOTMENT	1935.81							
01 O	100239	WEX FLEET UNIVERSAL	SHERIFF FUEL	401-50-2202	2352517	05/25/2017		7
			UNASSIGNED FUEL	401-50-2202				
			CIVIL DEFENSE FUEL	604-83-2202				
			FIRE ADMIN FUEL	413-91-2202				
			DIST.6 MONTHLY FUEL	418-91-2202				
			DIST.5 MONTHLY FUEL	405-91-2202				
			DIST.4 MONTHLY FUEL	409-91-2202				
	05/25/2017							

CK# DATE Name Description Line Item Invoice # DATE PO # Amt

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amt
			DIST.3 MONTHLY FUEL	408-91-2202	/	/		101.5
			DIST.2 MONTHLY FUEL	406-91-2202	/	/		131.5
			DIST.1 MONTHLY FUEL	407-91-2202	/	/		13.0
			TCPO DV MONTHLY FUEL	690-09-2202	/	/		45.0

COUNTY SHERIFF 7443.22 COMMUNICATIONS/EMS TAX 138.96 STATE FIRE ALLOTMENT 1859.48

HIGH LONESOME WIND PTL 45.83

=====
 21 55998.16 / / TOTAL

DEPT	DESCRIPTION	DEBITS	CREDITS
** GRAND TOTAL **		55,998.16	.00
**TOTAL	GENERAL FUND	13,078.77	.00
**DEPT	COUNTY COMMISSION	258.14	.00
401-05-2207	TELECOMMUNICATIONS	158.14	.00
401-05-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	100.00	.00
**DEPT	PLANNING & ZONING	52.70	.00
401-08-2207	TELECOMMUNICATIONS	52.70	.00
**DEPT	COUNTY MANAGER	131.75	.00
401-10-2207	TELECOMMUNICATIONS	131.75	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	745.98	.00
401-15-2207	TELECOMMUNICATIONS	52.70	.00
401-15-2237	CLEANING SERVICE	693.28	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	816.64	.00
401-16-2237	CLEANING SERVICE	816.64	.00
**DEPT	COUNTY CLERK	394.64	.00
401-20-2207	TELECOMMUNICATIONS	184.45	.00
401-20-2219	OFFICE SUPPLIES	210.19	.00
**DEPT	PURCHASING DEPARTMENT	26.35	.00
401-27-2207	TELECOMMUNICATIONS	26.35	.00
**DEPT	COUNTY TREASURER	210.80	.00
401-30-2207	TELECOMMUNICATIONS	210.80	.00
**DEPT	COUNTY SHERIFF	9,732.30	.00
401-50-2202	VEHICLE FUEL	7,443.22	.00
401-50-2207	TELECOMMUNICATIONS	263.70	.00
401-50-2222	FIELD SUPPLIES	2,025.38	.00
**DEPT	FINANCE DEPARTMENT	79.05	.00
401-55-2207	TELECOMMUNICATIONS	79.05	.00
**DEPT	INFORMATION TECHNOLOGY DEPARTMEN	126.35	.00
401-65-2207	TELECOMMUNICATIONS	26.35	.00
401-65-2272	PROFESSIONAL SERVICES	100.00	.00
**DEPT	ANIMAL SHELTER	477.72	.00
401-82-2202	VEHICLE FUEL	208.51	.00
401-82-2208	ELECTRICITY	269.21	.00
**DEPT	PROBATE JUDGE	26.35	.00
401-90-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	ROAD FUND	52.70	.00
**DEPT	COUNTY ROAD DEPARTMENT	52.70	.00
402-60-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	DISTRICT 5 VFD	1,084.43	.00
**DEPT	STATE FIRE ALLOTMENT	1,084.43	.00
405-91-2202	VEHICLE FUEL	406.25	.00
405-91-2207	TELECOMMUNICATIONS	358.79	.00

405-91-2208 ELECTRICITY 289.39 .00
 405-91-2266 TRAINING 30.00 .00
 =====
 DISTRICT 2 VFD 2,309.49 .00

**TOTAL 2,309.49 .00
 **DEPT STATE FIRE ALLOTMENT 2,309.49 .00
 406-91-2201 VEHICLE MAINTENANCE/REPAIR 1,935.81 .00
 406-91-2202 VEHICLE FUEL 131.16 .00
 406-91-2208 ELECTRICITY 148.40 .00
 406-91-2230 MEDICAL SUPPLIES 94.12 .00
 =====
 DISTRICT 1 VFD 125.32 .00

**TOTAL 125.32 .00
 **DEPT STATE FIRE ALLOTMENT 125.32 .00
 407-91-2202 VEHICLE FUEL 13.70 .00
 407-91-2208 ELECTRICITY 111.62 .00
 =====
 DISTRICT 3 VFD 311.38 .00

**TOTAL 311.38 .00
 **DEPT STATE FIRE ALLOTMENT 311.38 .00
 408-91-2202 VEHICLE FUEL 101.51 .00
 408-91-2208 ELECTRICITY 179.87 .00
 408-91-2266 TRAINING 30.00 .00
 =====
 DISTRICT 4 VFD 244.64 .00

**TOTAL 244.64 .00
 **DEPT STATE FIRE ALLOTMENT 244.64 .00
 409-91-2202 VEHICLE FUEL 88.11 .00
 409-91-2208 ELECTRICITY 156.53 .00
 =====
 COUNTY FIRE PROTECTION FUND 466.89 .00

**TOTAL 466.89 .00
 **DEPT 1/4% FIRE EXCISE TAX 466.89 .00
 411-92-2201 VEHICLE MAINTENANCE/REPAIR 235.00 .00
 411-92-2272 PROFESSIONAL SERVICES 231.89 .00
 =====
 COUNTY FAIR 10.00 .00

**TOTAL 10.00 .00
 **DEPT COUNTY FAIR 10.00 .00
 412-53-2235 AWARDS FOR COUNTY FAIR 10.00 .00
 =====
 FIRE DEPARTMENT ADMIN 997.12 .00

**TOTAL 997.12 .00
 **DEPT STATE FIRE ALLOTMENT 997.12 .00
 413-91-2202 VEHICLE FUEL 937.12 .00
 413-91-2266 TRAINING 60.00 .00
 =====
 DISTRICT 6 VFD 536.74 .00

**TOTAL 536.74 .00
 **DEPT STATE FIRE ALLOTMENT 536.74 .00
 418-91-2202 VEHICLE FUEL 181.63 .00
 418-91-2207 TELECOMMUNICATIONS 223.83 .00
 418-91-2208 ELECTRICITY 131.28 .00
 =====
 JAIL FUND 26.35 .00

**TOTAL 26.35 .00
 **DEPT COMMUNITY MONITORING 26.35 .00
 420-73-2207 TELECOMMUNICATIONS 26.35 .00
 =====
 CIVIL DEFENSE FUND 165.31 .00
 **TOTAL 165.31 .00
 **DEPT COMMUNICATIONS/EMS TAX 165.31 .00

604-83-2202	VEHICLE FUEL	138.96	.00
604-83-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	DWI PROGRAM FUND	52.70	.00
**DEPT	DWI LOCAL GRANT FY17	52.70	.00
605-22-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	PROPERTY VALUATION FUND	342.55	.00
**DEPT	COUNTY ASSESSOR	342.55	.00
610-40-2207	TELECOMMUNICATIONS	342.55	.00
**TOTAL	RPHCA GRANT	32,960.00	.00
**DEPT	RPHCA GRANT FY17	32,960.00	.00
616-17-2272	PROFESSIONAL SERVICES	32,960.00	.00
**TOTAL	HOME VISITING GRANT	26.35	.00
**DEPT	HOME VISITING GRANT FY17	26.35	.00
629-52-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	RURAL ADDRESSING	1,237.60	.00
**DEPT	RURAL ADDRESSING	1,237.60	.00
675-07-2207	TELECOMMUNICATIONS	26.35	.00
675-07-2242	SIGNS	1,211.25	.00
**TOTAL	P&Z COURT FEES	82.56	.00
**DEPT	PLANNING & ZONING	82.56	.00
685-08-2202	VEHICLE FUEL	56.21	.00
685-08-2207	TELECOMMUNICATIONS	26.35	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	98.53	.00
**DEPT	HIGH JONESOME WIND PILT	45.83	.00
690-09-2202	VEHICLE FUEL	45.83	.00
**DEPT	DV GRANT FY16	52.70	.00
690-86-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	NM PRIMARY CARE ASSOCIATION	52.70	.00
**DEPT	NMPCA GRANT FY17	52.70	.00
819-47-2207	TELECOMMUNICATIONS	52.70	.00
**TOTAL	EMERGENCY-911 FUND	1,736.03	.00
**DEPT	911-DISPATCH CENTER	1,651.03	.00
911-80-2208	ELECTRICITY	95.78	.00
911-80-2209	HEATING/GAS/PROPANE	1,084.15	.00
911-80-2248	SAFETY EQUIPMENT	236.10	.00
911-80-2266	TRAINING	30.00	.00
911-80-2272	PROFESSIONAL SERVICES	205.00	.00
**DEPT	DFA TRAINING GRANT	85.00	.00
911-85-2266	TRAINING	85.00	.00
BANK01	WELLS FARGO	55,998.16	.00
** BANK TOTALS **		55,998.16	.00

TOTAL CHECKS PRINTED 1

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 3,229.30 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/06/2018 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

ATTEST BY

SIGNED

----- James W. Frost ----- Javier Sanchez ----- Julia Ducharme ----- Linda Jaramillo -----

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

----- Tracy L. Sedillo -----

Date: 6/06/17 13:33:16 (CHECK0)

CR# DATE Name

01 O 100326 U.S. POSTMASTER
3229.30
06/06/2017

CHECK LISTING CHECK PRINTED JUNE 6, 2017
Description Line Item
POSTAGE FOR 2016 401-05-2206
DELINQUENT NOTICES

COUNTY COMMISSION 3229.30

===== 1 3229.30 / / TOTAL

*****		DEBITS	CREDITS
** GRAND TOTAL **		3,229.30	.00
**TOTAL	GENERAL FUND	3,229.30	.00
**DEPT	COUNTY COMMISSION	3,229.30	.00
401-05-2206	POSTAGE	3,229.30	.00
BANK01	WELLS FARGO	3,229.30	.00
** BANK TOTALS **		3,229.30	.00



Agenda Item
No. 1

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



County Commission
Commissioner James "Jim" Frost, District 1
Commissioner Julia DuCharme, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Belinda Garland
Deputy County Manager
Annette Ortiz

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

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

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

Name: Martin Lucero Civil Defense
First Last Department / Company / Organization Name

Today's Date: 6/7/17 Mailing Address: PO Box 48, Estancia, NM 87016
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: (505) 448-9770 Fax Number: _____
705-0886 Would you like this Agenda Faxed to you? Yes No

Email Address: mlucero@tcnm.us

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

Brief explanation of business to be discussed:

Request funding to cover expenses for EMW Grant,
Hazardous Mitigation Grant and to pay Invoice to AECOM.

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

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

Has this been reviewed by the County Attorney? YES NO

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

Has this been reviewed by the Finance Dept? YES NO

Comptroller Initials: AM

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

Other: _____



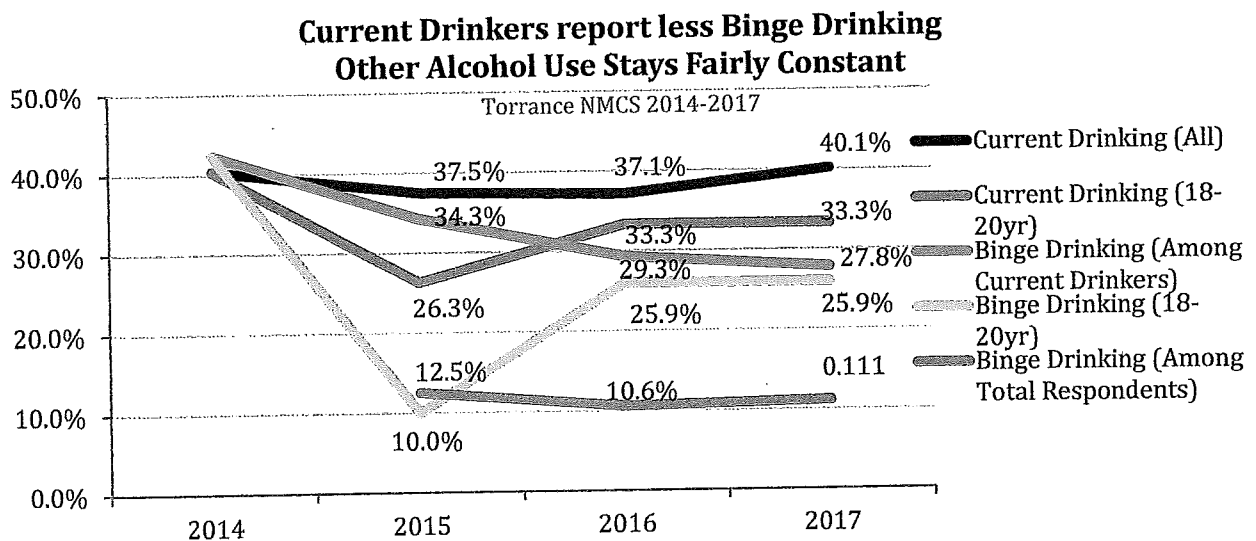
*Agenda Item
No. 2*

Torrance Community Survey Results 2017

Members of the Partnership for A Healthy Torrance Community collected New Mexico Community Surveys (NMCS) in April of 2017. A total of 333 surveys were collected from adult residents (age 18-71+) around Torrance County and local communities in surrounding areas. The NMCS asks about alcohol and prescription drug use, community attitudes and perceptions, and sources of alcohol and prescription painkillers. Data are used to plan and evaluate initiatives funded by the Office of Substance Abuse Prevention, DWI, and other community agencies and funding sources. The data in this report compare the 2017 results to previous year's results for key indicators related reducing underage drinking and prescription painkiller overdoses.

ALCOHOL

Several of the substance abuse prevention initiatives aim to reduce underage drinking and binge drinking across all ages. Binge drinking is defined as having five or more drinks in one sitting, and it is linked with alcohol related injury and death. The graph below displays data from 2014 to 2017. The entire sample size in 2014 was relatively small (n=141) and the 18-20-year-old sample size is very small every year (ranging from 3-10 respondents) and should be interpreted with caution.



The most obvious trend is the reduction in reported binge drinking among current drinkers (across all ages). There may be an increase overtime of reported binge drinking among 18-20 year olds, but the sample size is small so a trend is hard to determine. There has been a slight increase in current drinking overall, and no significant change in binge drinking.

Social Access

Our youth and community tell us that minors usually access alcohol from social sources. Therefore, several of the coalition’s initiatives aim to raise awareness of the laws regarding providing alcohol to minors, harms and dangers of underage drinking, and encouraging adults never to provide alcohol to minors.

Torrance NMCS	2014	2015	2016	2017
Adults Report Providing Alcohol to a Minor (in past year)	1.4%	2.5%	1.9%	1.9%
Adults who report it is “never ok” to provide to a minor	--	82%	75.5%	70.9%

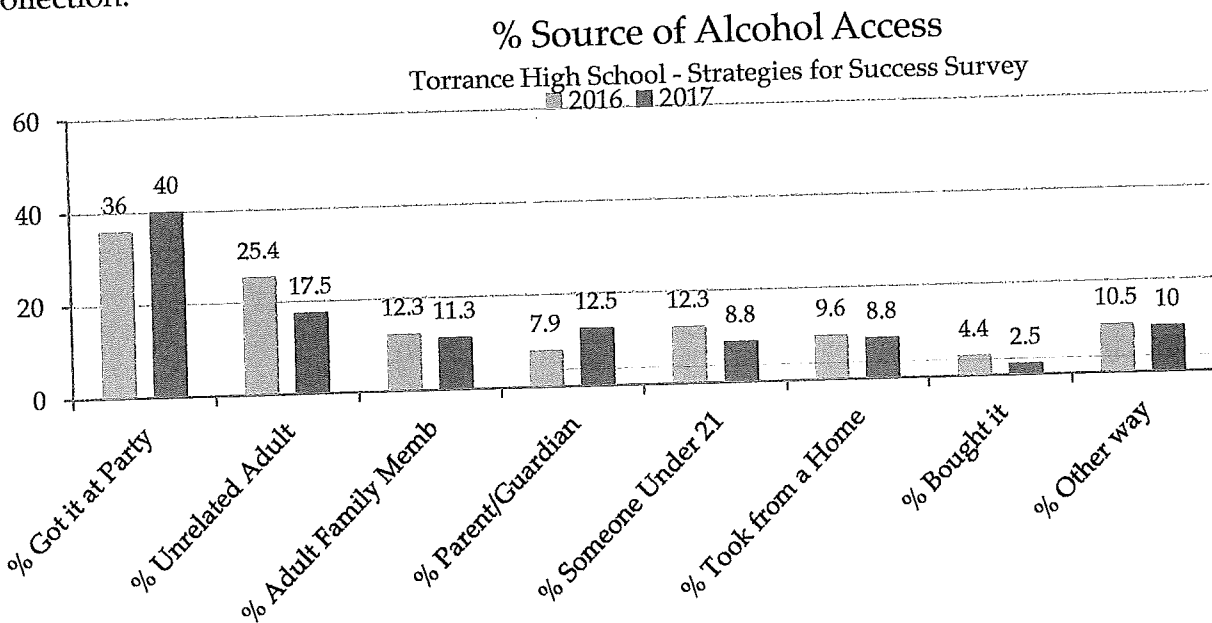
Very few adults on the NMCS report providing alcohol to minors and very little change can be seen over time. However, data collected from the Strategies for Success Survey in the middle and high schools indicate a very different picture (see graph below).

Source of Alcohol Among 18-20 Year Olds

The most commonly reported source of alcohol among 18-20 year olds is “at a party,” followed by an adult family member or unrelated adult. Unfortunately, the numbers are so small (as low as 4) that the data are not reliable.

***Source of Alcohol Among High School Students (Strategies for Success Survey)**

Insight into the source of alcohol for minors can be gained when we review High School data collected in the three school districts in the Torrance area. *The most common source of alcohol for Torrance high school students for 2016 and 2017 was from a party.* The second most common source of alcohol was from an unrelated adult. These have been the top two sources of alcohol for high school students across each year of SFS collection.

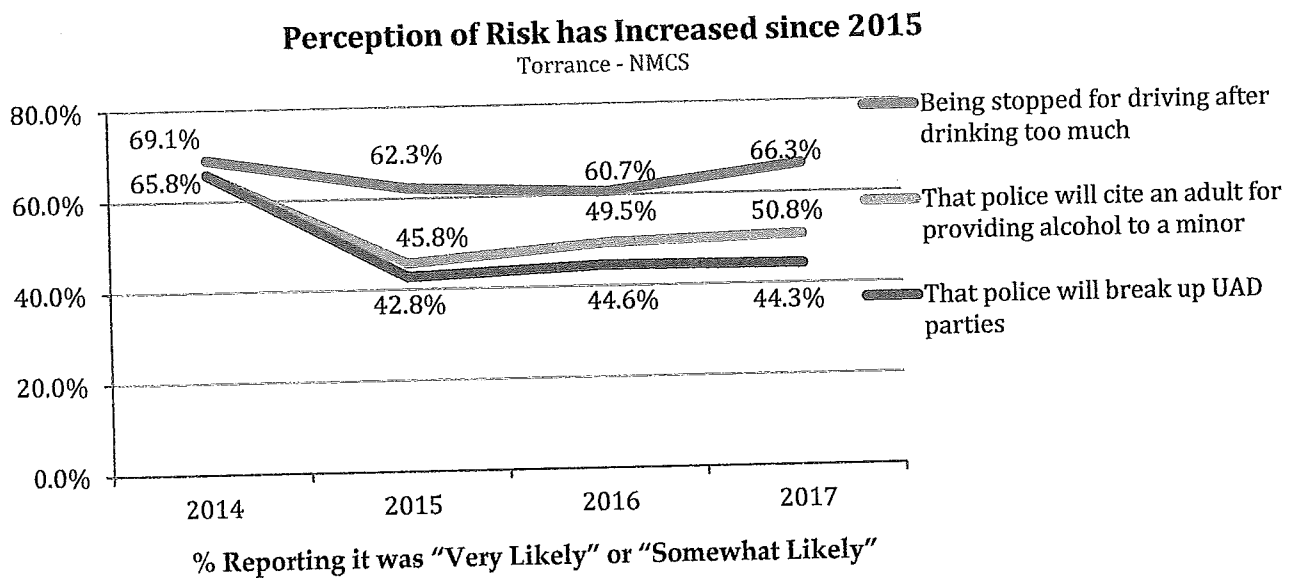


*Not from the NMCS

Perception of Risk

An increased perception of risk of getting caught has been linked with a decrease in problem behavior, like underage drinking and driving after drinking. Strategies aiming to increase the perception of risk include publicizing enforcement efforts and education on existing laws.

- Likelihood of getting caught for DWI
- Likelihood of being arrested for providing alcohol to a minor
- Likelihood of breaking up parties



The sample size in 2014 was relatively small (141), and it was the first year of data collection. Torrance thinks that the data from the past three years is more accurate because of the way data collection planning, training, and protocols have been refined.

*In 2014 perception of risk for police citing an adult for providing alcohol to a minor and for police breaking up parties was 65.8% reporting "Very" or "Somewhat" likely.

PRESCRIPTION PAINKILLERS (Rx)

Torrance has a higher prescription drug overdose rate than the rest of the state, and both are higher than the United States. Therefore, initiatives to reduce access and increase perception of harm have been initiated in Torrance County.

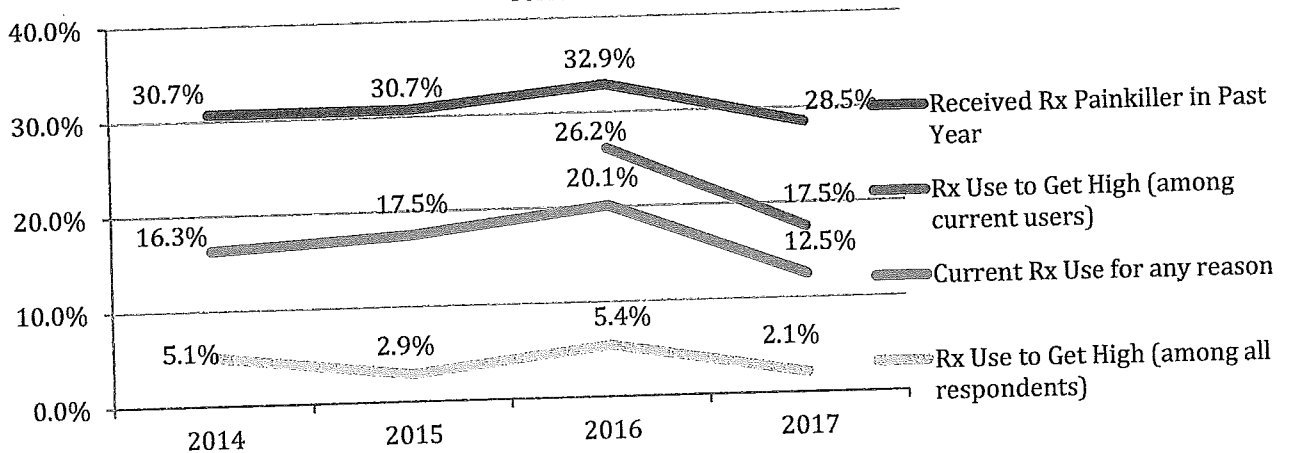
Death Rate per 100,000	United States	New Mexico	Torrance
Total Drug Overdose	14.8	24.3	27.7
Rx Overdose	--	9.6	14.3
Illicit Drug Overdose	--	7.8	6.6

SOURCE: 2016 NM Substance Abuse Epi Profile

The NMCS monitors Rx painkiller use and misuse. The graph below shows trends on receiving Rx painkillers in the past year, using Rx painkillers in the past 30-days, and using Rx painkillers to get high. **Reductions can be seen in every indicator in 2017.**

Rx Painkiller Use Declines in 2017

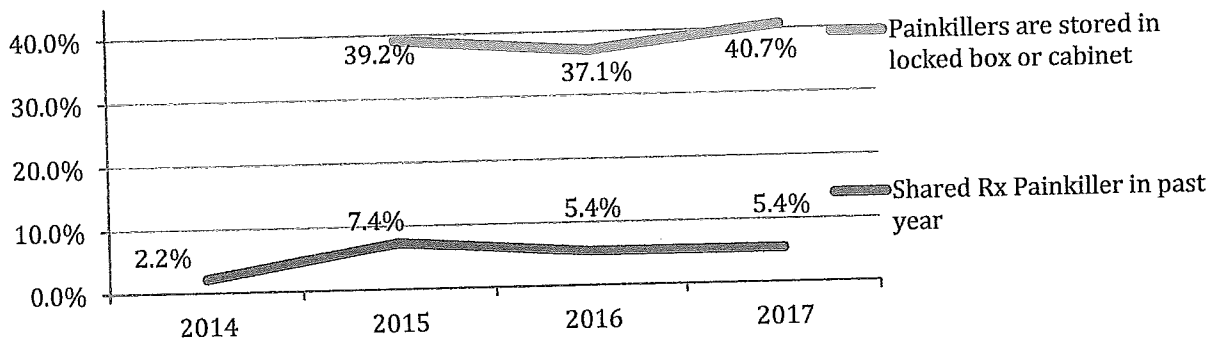
Torrance - NMCS



Social Access

Social access of Rx painkillers can be reduced if people safely store medications in locked boxes or cabinets and do not share them with others who were not prescribed the medication. The graph below shows changes over time in these indicators.

**Locking Rx increases slightly
No change is seen in reported sharing of Rx**
Torrance - NMCS

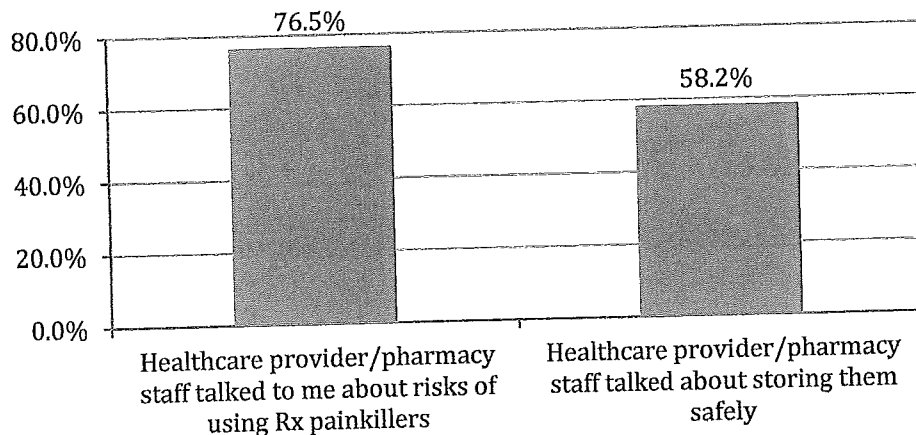


*Data from 2014 are not included for the first measure because the question was changed from "are your medications safely stored" to the question we now have "are your medications stored in a locked box or cabinet."

Assistance from Healthcare Providers and Pharmacy Staff

Many of the initiatives include partnerships with pharmacists and/or healthcare providers to help educate patients on safe storage and disposal, as well as the dangers of sharing medications with people who were not the intended users. New questions were added to the 2017 NMCS to help monitor these efforts and they are displayed below.

Pharmacists are talking with patients about the risks and importance of safe storage
Torrance - NMCS 2017



Source of Rx Painkillers (Among current users)

The most common source of prescription painkillers across all years is from a Doctor or Dentist. Family members and friends are the next most common source in 2017.

%	2014 n = 23	2015 n = 50	2016 n = 63	2017 n = 40
Doctor / Dentist	73.9	82	84.1	87.5
Family Member	4.3	--	1.6	7.5
Friend	4.3	6	4.8	2.5
Other Place	--	4	--	--
Taken without Asking	--	2	1.6	--
Bought it	--	4	3.2	--

18-25 year olds were the age group most likely to have *received a painkiller* in the past year (46%), but adults ages 31-50 were most likely to report using painkillers *to get high* (33% of current users).

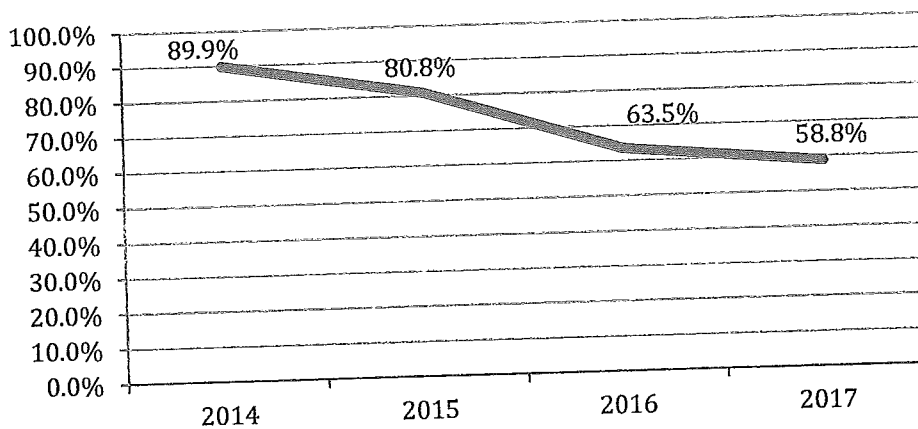
Reasons for Rx painkiller use (among current users)	N = 40
Torrance - NMCS 2017	
To treat pain identified by a Doctor	85%
To treat pain NOT identified by a Doctor	12.5%
To have fun with Friends	2.5%
To help me sleep	2.5%

Risk of Harm

Unfortunately, there has been a steady decline in the perception that misusing Rx painkillers could cause "great harm."

Perception of Risk of Harm if Misusing Painkillers Decreases

Torrance - NMCS - % of Respondents who said "Great Harm"



DEMOGRAPHICS of SURVEY RESPONDENTS – 2017

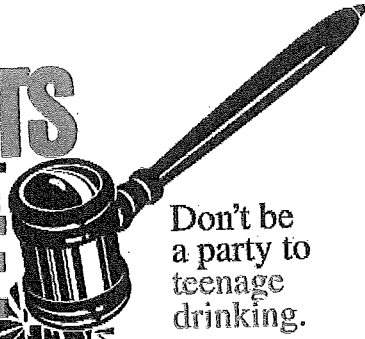
Number of eligible respondents – Torrance Community		N= 333
Characteristics		%
Age		
18-20		3.6
21-25		7.5
26-30		11.4
31-40		14.4
41-50		18.3
51-60		21.6
61-70		14.4
71 or older		8.7
Gender		
Male		39.6
Female		60.4
Race/Ethnicity		
White		56.8
Hispanic		37.8
Native American		2.4
Other		3.0
Education level¹		
Less than high school		5.4
High school or GED		31.0
Some college		31.9
College or above		25.0
Currently an undergraduate		6.6
New Mexico Residency		
Less than 1 year		3.0
1-5 years		6.9
More than 5 years		90.1
Number of Spanish Paper Surveys		0

¹ Education levels are mutually exclusive.

Other Characteristics	%
Active Duty in the Military Service or Veteran	8.4
Identify as LGBT	4.0
Parent/Caretaker of Someone under 21 living in the household	38.4
Past 30-day housing stable	96.4



PARENTS WHO HOST LOSE THE MOST[®]



Don't be
a party to
teenage
drinking.

It's against
the law.

Report Underage Drinking

Torrance County:
505-384-2705

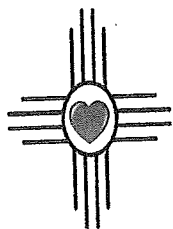
Edgewood/ Santa Fe County:
1-800-742-1144

It is a felony for adults to provide alcohol to minors who are not their own children.

Minors 18-20 years of age can be charged with misdemeanor possession of alcohol as well as the felony for providing alcohol to another minor.

A DOSE OF REALITY

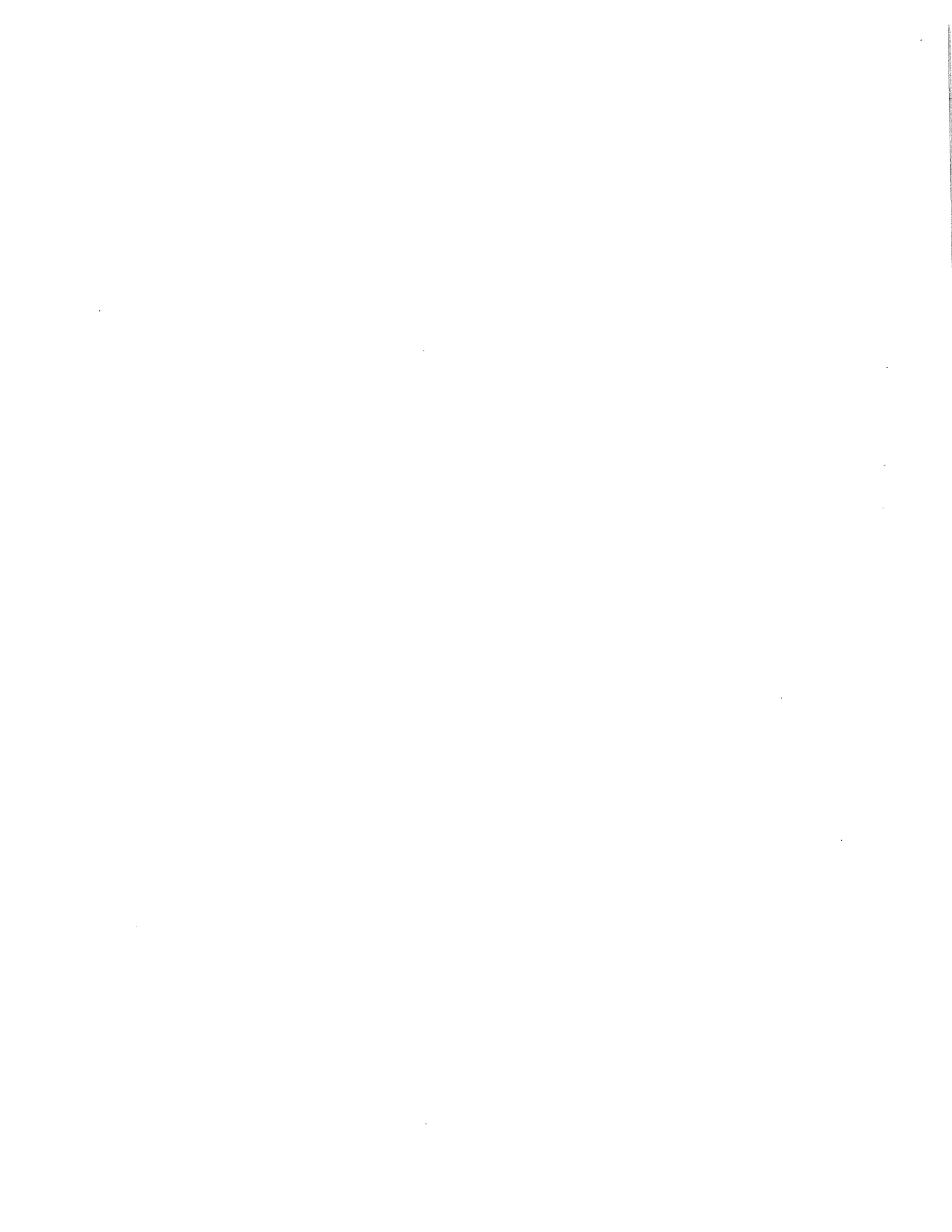
Funding support from the NM HSD/ BHSD
Office of Substance Abuse Prevention



PHTC

Partnership for a
Healthy Torrance Community

- Never take a prescription medication not prescribed for you.
- Never take more than is prescribed.
- Never share your prescription pain medication with anyone.
- Store medications out of reach with the label attached and the child-resistant cap secured.
- Keep track of the number of pills in the bottle so you are immediately aware if any are missing.
- Dispose of all unused and expired prescription medications properly.



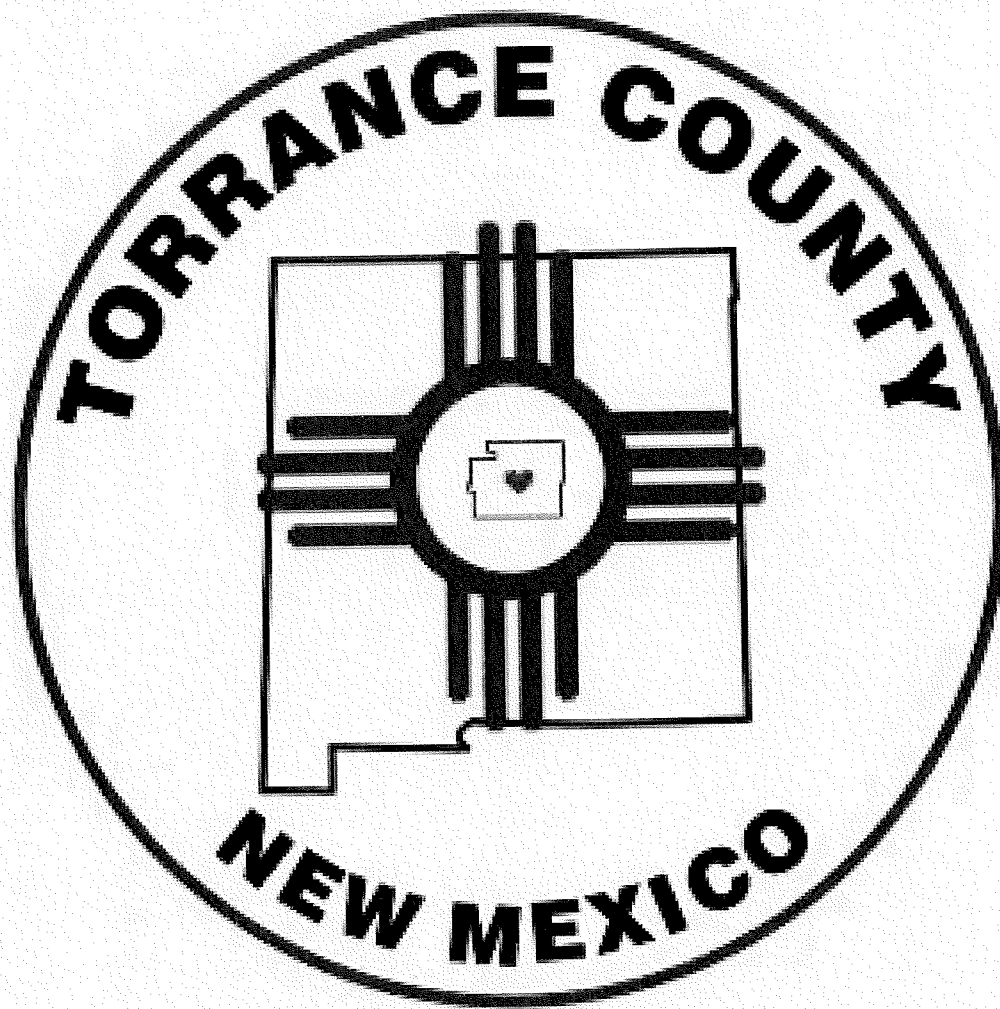


*Agenda Item
No. 3*

**2017-2018 NMAC/NMCA Workers' Compensation Pool
General Membership Meeting
Voting Representative**

Annual Meeting Wednesday, June 21, 2017, 9:00 am, El Monte Sagrado Hotel, Taos, NM

Name	Title	County	Address	Phone	Fax	Alternate	Updated
Lisa Sedillo-White	Deputy County Manager - General Services	Bernalillo	One Civic Plaza NW, 10th Floor Albuquerque, NM 87102	468-7013	468-7067	Andres Santiago	12/13/2016
Kate Fletcher	County Manager	Catron	PO Box 507, Reserve, 87830	533-6423	533-6433	Susan Griffin	6/4/2014
Ron Letigo	Chief Deputy Assessor	Chaves	#1 St. Mary's Place, Roswell, NM 88203	624-6669	624-6659	Angelo Gurrile	6/10/2016
		Cibola	515 W. High St., Grants, 87020	287-9431	285-5434		1/16/2009
Danielle Martinez	HR Administrator	Colfax	P. O. Box 392 Angel Fire, NM 87710	445-9661	445-2902	Roy Fernandez	5/14/2015
Lance Pyle	Manager	Curry	700 N Main St., Ste. 10, Clovis, NM88101	763-6016	763-3656	Chef Spear	3/11/2015
Amanda Lucero	HR Director	DeBaca	P. O. Box 5, Fort Sumner 88119	512-6654	355-2654		6/23/2015
John Vasquez	Commissioner	Doña Ana	845 N. Motel Blvd., Las Cruces 88007	647-7200	535-5952		1/12/2017
Rick Rudometkin	Manager	Eddy	101 W. Greene Street, Carlsbad, NM 88220	887-9511	234-1835	Stella Davis	5/27/2015
Charlene Webb	Manager	Grant	P. O. Box 898 Silver City, NM 88062	574-0001	574-0073	Brett Kasien	9/22/2014
Gloria Jean Chavez	Finance-Safety Officer	Guadalupe	348 S. 5th Street, Santa Rosa, NM 88435	472-3306	472-3735	Patrick Martinez	4/7/2015
Barbara Shaw	Clerk	Harding	PO Box 1002, Mosquero 87733	673-2927	673-2922		6/3/2016
Tisha Green	Assistant County Manager	Hidalgo	300 S Shakespeare, Lordsburg, NM 88045	542-9080	542-3414		5/10/2016
		Lea	100 N Main, Ste 5, Lovington 88260	396-8621	396-1078		4/23/2009
Tom Stewart	Commissioner	Lincoln	147 Dr. Alto, NM 88312	336-4831	648-4182	Nita Taylor	1/13/2015
Danny Gonzales	HR/Payroll Director	Luna	P.O. Box 551, Deming, NM 88031	543-6573	543-6577		5/1/2012
Carol Bowman-Muskett	Commissioner	McKinley	P.O. Box 984, Thoreau 87323	722-3868	863-6362	Doug Decker	5/21/2013
Paula Garcia	Commissioner	Mora	PO Box 580, Mora 87732	387-5279	387-9022	Juanne Padilla-Salas	6/15/2016
Susan Flores	Commissioner	Otero	1101 New York Ave., Rm. 102, Alamogordo,	437-7427	443-2904		6/19/2014
Mike Cherry	Commissioner	Quay	3001 S. 3 rd St, Tucumancañi 88401	461-2112	461-6208	Richard Primrose	5/24/2013
		Roosevelt	109 W. 1 st Street, #B-6 Portales 88130	356-4990	356-8307	Shane Lee	3/3/2015
Kristi Galloway	Risk Management Director	San Juan	305 S. Oliver Aztec, NM 87410	334-9481	334-3168	Joe Sawyer	5/29/2013
Arthur Padilla	Commissioner	San Miguel	518 Valencia St., Ste.100, LasVegas 87701	425-9333	425-7019		6/11/2014
Phillip Rios	County Manager	Sandoval	P.O. Box 40, Bernalillo, NM 87004	867-7358	867-7600	Antonio Cortales	1/16/2015
Robert Araya	Commissioner	Santa Fe	949 W. Alameda, Santa Fe 87501-2117	992-6751	992-9895	Ed Moreno	1/10/2017
Frances Luna	Commissioner	Sierra	855 Van Patten, T or C, NM 87901	894-6215	894-9548	Bruce Swingle	1/13/2015
		Socorro	PO Box I, Socorro 87801	835-6689	835-4629	Delilah Walsh	6/3/2013
Tom Blankenhorn	Commissioner	Taos	105 Albright St., Ste. G, Taos, NM 87571	737-6300	737-6314		6/4/2013
		Torrance	PO Box 48, Estancia 87016	920-0817	384-5294	Annette Ortiz	1/28/2015
Justin Bennett	Commissioner	Union	P.O. Box 430, Clayton, NM 88415	374-8896	374-9442		5/28/2009
Danny Monette	Manager	Valencia	PO Box 1119, Los Lunas 87031	866-2021	866-2424	Adrienne Kozacek	1/27/2016



*Agenda Item
No. 4*



Agenda Item
No. 5

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **Torrance County**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2018** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Eighty Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (\$89,720.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from the Agency, that any specific Standard is inapplicable to such Contractor.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal

contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form**.

ARTICLE XXV. Federal Award Identification

Federal award information shall be provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to sub-recipients of Federal award at the time of award in **Attachment 6, Federal Award Identification form**.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – Torrance County

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
Torrance County

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in Torrance County to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
2. Inform the Agency’s Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Submit to the Agency’s Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15)

- day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
4. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide the Agency standardized progress reports monthly;
 6. Submit to the Agency a written "Final Report" no later than 30 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services;
 - b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
 7. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Grant and Title II Formula, Grant, submitted for state fiscal year 2018, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Tri County Connections/RAC.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within thirty (30) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be

submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Cindy Varela
JJAC Grant Manager
Children, Youth and Families Department
P.O. Drawer 5160, Room 541B
Santa Fe, NM 87502
(P) 505-629-3223

Contractor

Annette Ortiz
Interim County Manager
Torrance County
P.O. Box 48
Estancia, NM 87016
(P) 505-544-4700

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
 - 1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 - 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Age;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:
 1. Mental Health;
 2. Substance Abuse;
 3. Truant/Dropout; or
 4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;

- E. Number of youth who exited the program having completed the program requirements during the reporting period;
 - F. Percent of youth who successfully completed the program;
 - G. How many youth is your program designed to serve;
 - H. Number of current program youth who had an arrest during the reporting period;
 - I. Number of current program youth who were committed to a juvenile facility during the reporting period;
 - J. Number of program youth who had a re-arrest during the reporting period;
 - K. Number of program youth who were re-committed during the reporting period;
 - L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
 - M. Number of program youth with gang activity;
 - N. Number of program youth who reported being satisfied with the program;
 - O. Total number of program families; and
 - P. Number of program families who report being satisfied with the program.
- Performance Measures:

A. Alternatives to Detention:

- 1. Number of detention alternative program options;
- 2. Number of program youth receiving risk assessments (RAI); and
- 3. Number of program youth who return to all scheduled hearings.

B. Delinquency Prevention:

- 1. Number of parents served;
- 2. Number of program youth who received services for substance use;
- 3. Number of program youth with noted behavioral change;
- 4. Number of program youth who received services for this behavior;
- 5. Number of program youth with improved school attendance;
- 6. Number of program youth who received services for this behavior;
- 7. Number of program youth who exited the program having completed the program requirements.

C. Diversion:

- 1. Total number of program youth who received services for this behavior;
- 2. Number of youth with noted behavior change;
- 3. Number of first time offenders; and
- 4. Number of youth formally processed.

D. Mentoring:

- 1. Total number of mentors;
- 2. Total time, in days, of service across all mentors for this reporting period;
- 3. Number of youth in the program who received services for this behavior;
- 4. Number of youth in the program with noted behavior change;
- 5. Number of mentors who returned the survey;
- 6. Number of mentors who reported being satisfied with the program;
- 7. Number of volunteer advocates in the program; and

8. Number of volunteer advocates remaining active until case completion.
- E. Restitution/Community Service:
1. Amount of restitution owed this reporting period;
 2. Amount of restitution paid this reporting period;
 3. Amount of restitution carried over from last reporting period;
 4. Number of current program youth charged with a probation violation;
 5. Number of crime victims served by the program;
 6. Number of crime victims served that returned a survey; and
 7. Number of crime victims who report being satisfied with the program.
- F. Restorative Justice:
1. Number of case dispositions;
 2. Number of case dispositions that included restorative justice;
 3. Number of crime victims;
 4. Number of crime victims to participate in restorative justice;
 5. Average time in hours spent by the victims' advocates with victims;
 6. Average number of contacts between victim and victim advocates;
 7. Number of cases in which community members had input into the offender disposition;
 8. Number of offenders ordered to pay restitution;
 9. Number of offenders that pay restitution;
 10. Total number of offenders handled;
 11. Number of youth to have restorative justice requirements; and
 12. Number of youth to successfully complete their restorative justice requirements.

PULLTOGETHER

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget
Torrance County

A.	<u>Continuum and Board Activities:</u>	=	\$38,000
	Continuum Coordinator	=	700
	Travel	=	2,500
	Facilitator	=	300
	Youth Committee Members	=	<u>\$41,500</u>
B.	<u>Tri County Connections/RAC:</u>		
	Based on serving 156 youth		
	JIFF	\$25 x 202 Assessment =	\$5,050
	Case Management	\$175 x 150 Youth =	26,250
	Follow Up	\$30 x 404 Youth =	12,120
	Boys Council/Girls Circle	\$100 x 48 Session =	<u>4,800</u>
			\$48,220

Total Grant Award not to exceed: **\$89,720**

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$89,720
40% Minimum Match Liability for Torrance County	<u>35,888</u>
Projected Budgeted Amount	\$125,608

*Per Diem rate of \$85.00 for one night, up to \$6.00 for tips and mileage at the State's current rate per mile.

Funding Information:
 State General Fund

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised February 16, 2017

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization's by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the Non-Profit Organization complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The Non-Profit Organization shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the Non-Profit Organization's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The Contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The Contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The Contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) within the Contractor entity. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The Contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer or employee. A personnel record on each volunteer or employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to children. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's

personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to children.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee and volunteer records must be kept in a locked file to ensure confidentiality.

5. The Contractor shall be headed by a director. The director shall be responsible for the daily operation of the Contractor through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the Contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The Contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
2. The Contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The Contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or

subcontractor (e.g., consultants or independent contractors) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current Agency contract(s).
2. The Contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current contract.
3. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Agency or in which the Agency has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover the Agency's loss, if any to such property, in the event of fire or other hazard.
4. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger

3. Cash Receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with Agency funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

Reports

1. The Contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The Contractor shall complete in full and submit the required forms of the New Mexico State Department of Labor.
3. The Contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The Contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Agency and if applicable, the New Mexico State Auditor or their designee.
2. The Agency shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the Contractor and the Agency shall not foreclose the right of the Agency to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The Contractor shall maintain the funds from the Agency contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Agency as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the Contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Agency at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Agency funds under \$100,000.00 must submit to the Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Agency contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such

statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Agency's Contract Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Agency funds must disclose how much funding is being received from governmental funds (a total of all Agency contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The audited financial statements shall be submitted to the Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. The contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Agency under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Agency will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Agency. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands that it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Agency's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Agency's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), known throughout this contract as "Agency", the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the Agency's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

- C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By: _____
Contractor

Date: _____

Attachment 6

Children, Youth and Families Department

Federal Award Identification

As required by UGG Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

- (i) Sub-recipient name:
- (ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (§200.39):
- (v) Sub-award Period of Performance Start and End Date:
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the sub-recipient:
- (viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- (xi) Catalog of Federal Domestic Assistance (CFDA):
- (xii) Identification of whether the award is Research and Development (R&D): Yes No
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):
- (xiv) Requirements imposed by pass-through entity specific to Federal award requirements:



Agenda Item
No. 6

RESOLUTION NO. _____

A RESOLUTION RELATING TO THE PROPOSED PARTIAL TERMINATION OF INDENTURE AND LEASE RELATING TO TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (EL CABO WIND PROJECT), SERIES 2013, FOR THE PURPOSE OF RELEASING EXCESS LAND NOT UTILIZED IN THE PROJECT.

WHEREAS, on December 17, 2015, Torrance County (the "**County**") County issued its Torrance County, New Mexico Industrial Revenue Bond (El Cabo Wind Project) Series 2015, in the maximum principal amount of \$575,000,000 ("**Bond**") in connection with a wind-powered electric generating facility (as more specifically defined in the IRB Lease Agreement (as defined below), the "**Project**"). The Bond was purchased by El Cabo Wind Holdings, LLC, a Delaware limited liability company ("**Holdings**").

WHEREAS, on December 17, 2015, El Cabo Wind, LLC, a Delaware limited liability company ("**El Cabo**"), as assignor, and the County, as assignee, entered into that certain Bill of Sale and Assignment of Leases, recorded in the Office of the Clerk of Torrance County, New Mexico (the "**Official Records**") on December 17, 2015 in Book 333, Page 4028, pursuant to which El Cabo assigned to the County, among other things, all of El Cabo's right, title, and interest to certain ground leases composing the Project lands located in Torrance County, New Mexico, as more specifically described therein (the "**Project Site**").

WHEREAS, also on December 17, 2015, the County, as lessor, and El Cabo, as lessee, entered into that certain Lease Agreement (the "**IRB Lease Agreement**") recorded in the Official Records on December 17, 2015 in Book 333, Page 4044, pursuant to which County leased to El Cabo the real property constituting the Project Site; and the County, Holdings and BOKF, N.A. as Depository entered into that certain Indenture ("**Indenture**") which, *inter alia*, secured payment of the Bond. The Indenture was recorded December 17, 2015 in the Official Records in Book 333, Page 4088.

WHEREAS, El Cabo and the County subsequently agreed to restructure the Bond transaction as it relates to the real property rights for the Project Site by rescinding the Bill of Sale and Assignment of Leases, solely to the extent of the leases for the Project Site, and amending the IRB Lease Agreement. In connection therewith, the parties entered into (i) that certain Amended and Restated Bill of Sale Regarding Equipment and Rescission of Assignment of Ground Leases effective as of December 17, 2015, and recorded in the Official Records on July 11, 2016 in Book 335, Page 1, which rescinded the assignment of leases; and (ii) that certain Sublease Agreement (the "**Sublease**") by and between El Cabo and County, effective as of December 17, 2015, and recorded in the Official Records on July 11, 2016 in Book 335, Page 7, pursuant to which El Cabo subleased and conveyed to the County the lease agreements held by El Cabo in connection with the Project Site.

WHEREAS, El Cabo, the County and Holdings subsequently entered into that certain First Amendment to Indenture and Lease Agreement (the “**First Amendment**”), which First Amendment amended the IRB Lease Agreement to include therein certain real property that had been inadvertently identified only in part in the IRB Lease Agreement. The First Amendment was recorded in the Official Records on July 11, 2016 in Book 333, Page 17.

WHEREAS, the Project is currently under construction.

WHEREAS, certain of the land subject to the IRB Lease Agreement and the Sublease will not be utilized in the Project; and El Cabo has requested that the Sublease and the IRB Lease Agreement be terminated solely as to the land which will not be used for the Project (the “**Excess Land**”), and that the Excess Land be released from the Indenture.

WHEREAS, Holdings, the Bond Purchaser, has consented to the partial termination of the IRB Lease Agreement and the Sublease as to the Excess Land and to the partial release from the Indenture of the Excess Land..

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF THE COUNTY OF TORRANCE, NEW MEXICO:

Section 1. All actions (not inconsistent with the provisions hereof) heretofore taken by the Commission and the officers, agents, and employees of the County, related to the Partial Termination, be and the same hereby are ratified, approved and confirmed.

Section 2. The Commission understands that:

(A) The Excess Land is not necessary for the Project and that the Project will continue to be a Project within the meaning of the County Industrial Revenue Bond Act after the release of the Excess Land;

(B) The Bond Purchaser has consented to the release of the Excess Land;

(C) El Cabo has prepared the Partial Termination of Lease and Sublease and Release of Indenture attached hereto as Exhibit A (“**Partial Termination and Release**”) to effectuate the Purposes of this Resolution; and

(C) El Cabo has agreed to pay or reimburse the County for all legal counsel, and advisory expenses of the County directly related to adoption of this Resolution.

Section 3. The County Commissioners have considered and hereby approve the form of the Partial Termination and Release attached hereto as Exhibit A.

Section 4. The County Manager and other appropriate County officials and employees are hereby authorized to execute the Partial Termination and Release and the County Commissioners, the County Manager and other appropriate County officials and employees are

hereby authorized and empowered to take such other steps and to do such other things as may be necessary to achieve the purposes of this Resolution

Section 5. This Resolution shall not give rise to a pecuniary liability of the County and shall not give rise to a charge against its general credit or taxing powers.

Section 6. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. All orders and resolutions, or parts thereof, in conflict with this Resolution are hereby repealed; provided, however, this repealer shall not be construed to revive any order, resolution or part thereof, heretofore repealed.

Section 8. This Resolution shall take effect immediately upon its adoption and approval by the Commission.

PASSED, ADOPTED, SIGNED AND APPROVED this ____ day of June, 2017.

BOARD OF COUNTY COMMISSIONERS, TORRANCE
COUNTY, NEW MEXICO

Jim Frost, Commissioner

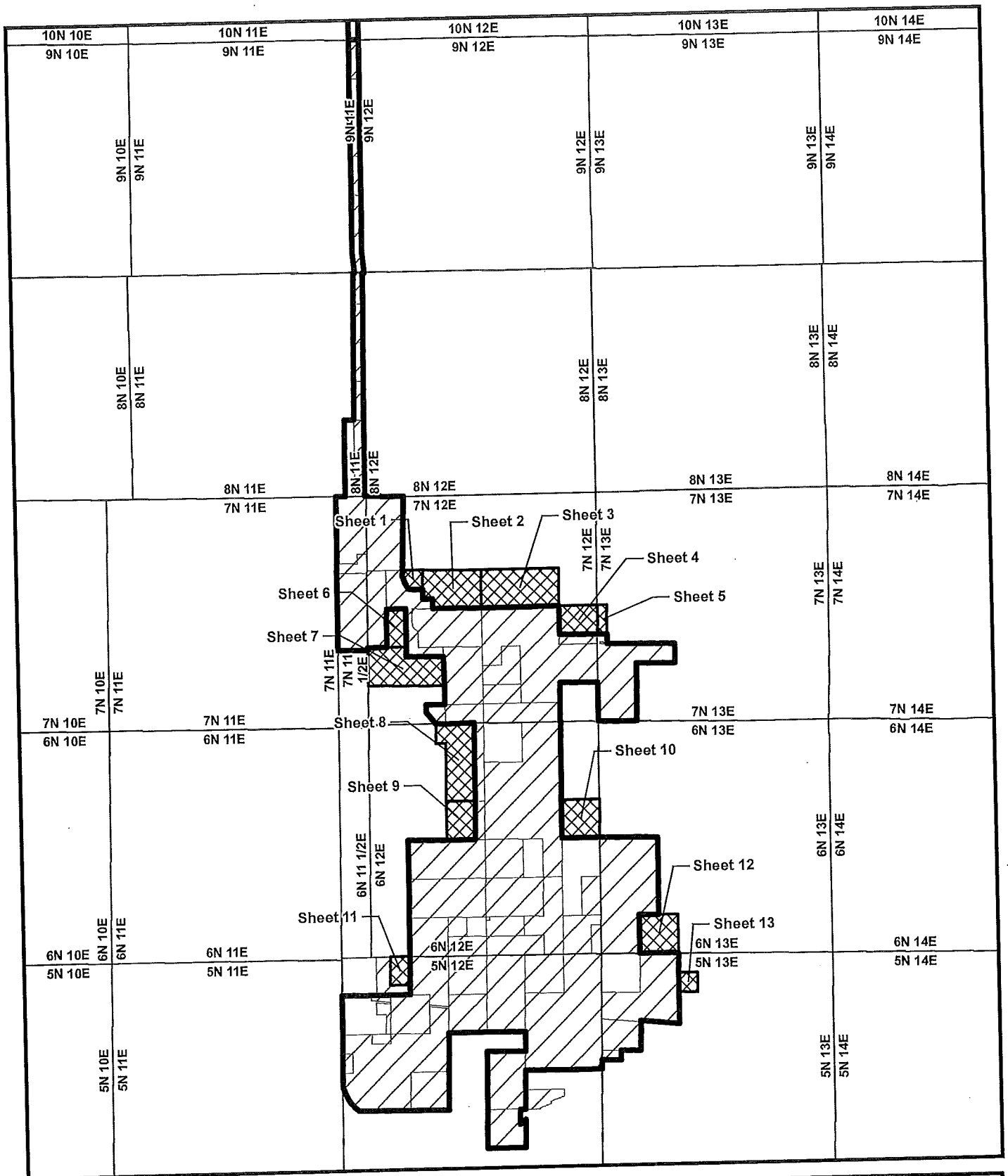
Julia DuCharme, Commissioner

Javier Sanchez, Commissioner





[SEAL]
ATTEST:


Linda Jaramillo, County Clerk

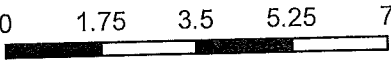
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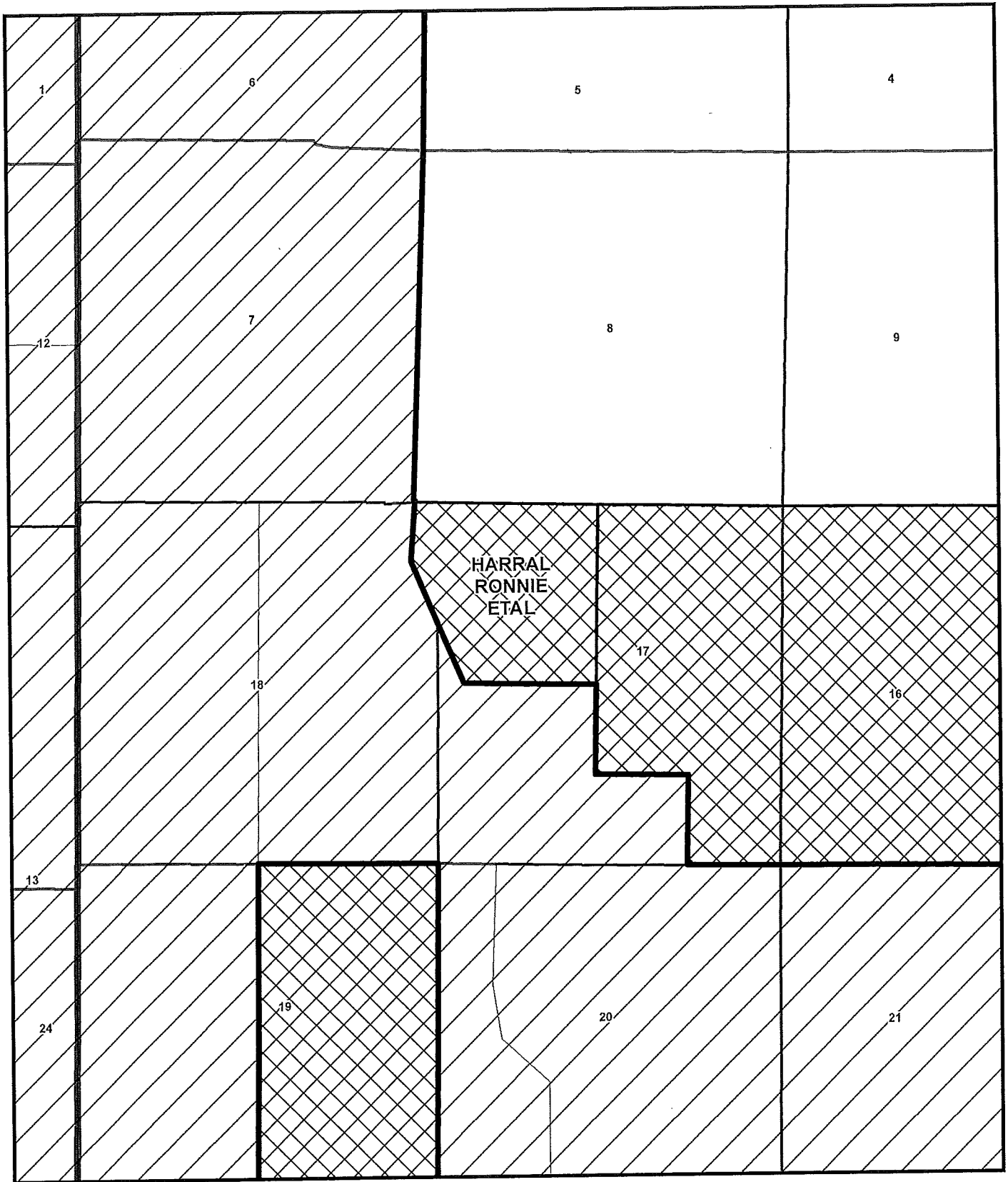
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-  Released Land
-  Retained Land
-  El Cabo Site Boundary
-  Township/Range Boundary


Released Land Overview
El Cabo

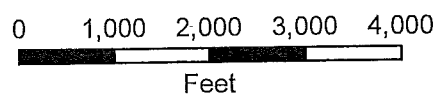



AVANGRID
 RENEWABLES

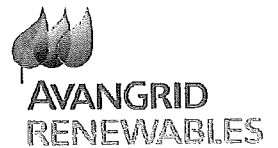


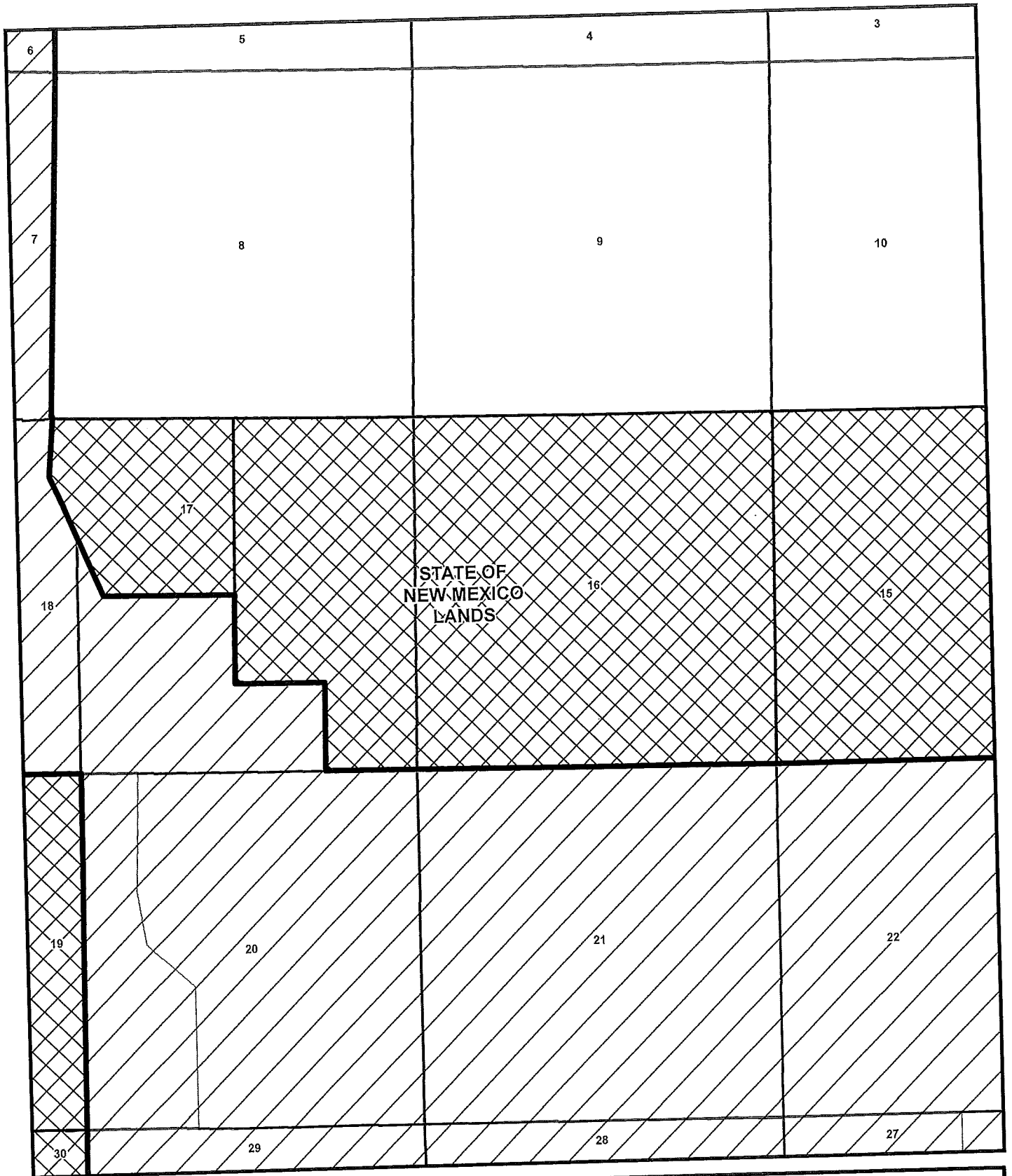
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-  El Cabo Site Boundary
-  Township/Range Boundary



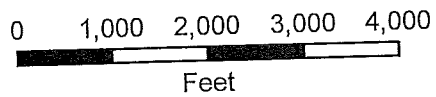
Released Land
El Cabo
 Sheet 1 of 13





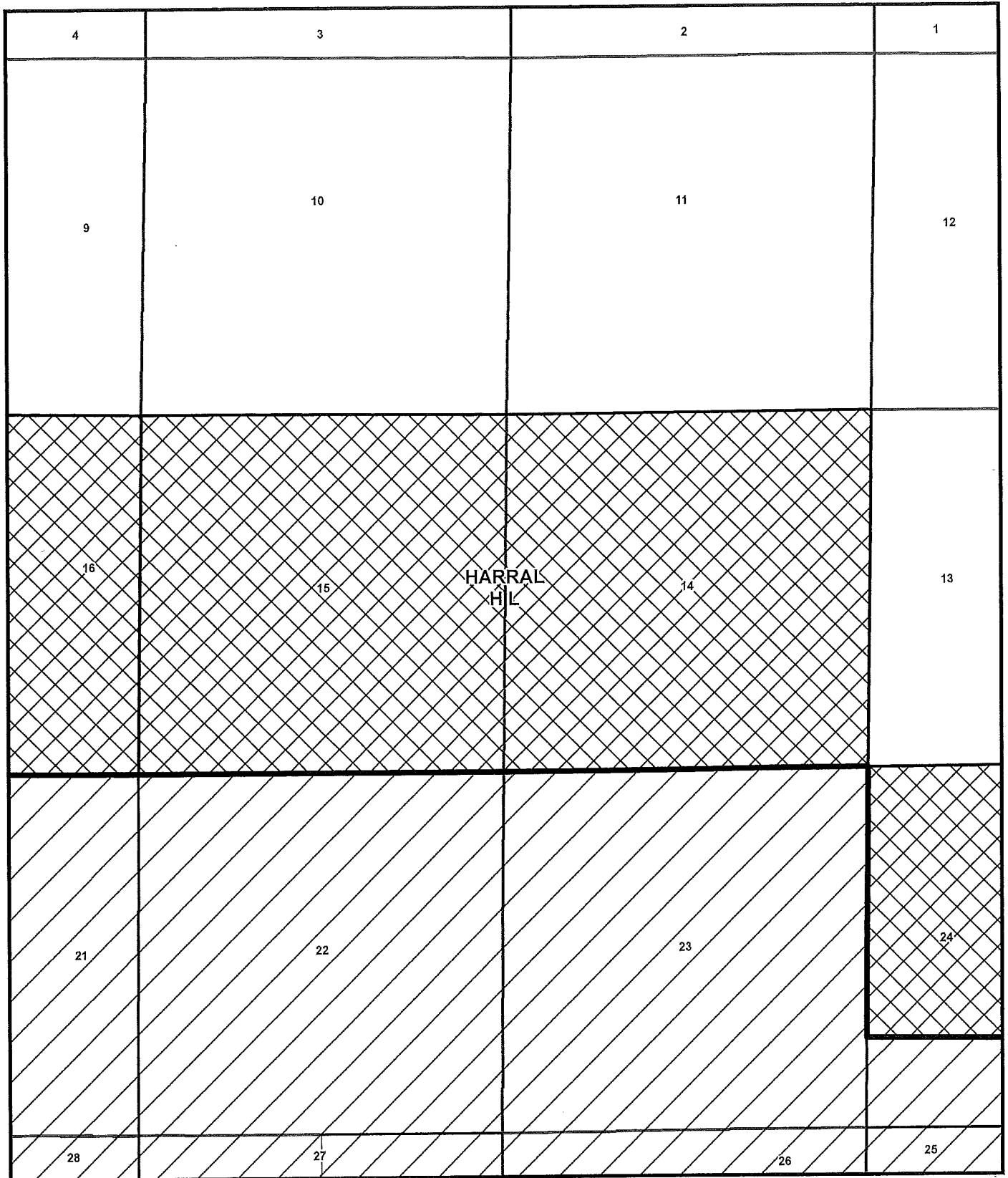
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-  Township/Range Boundary



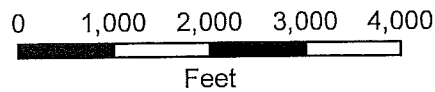
Released Land
El Cabo
 Sheet 2 of 13





Legend

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-  El Cabo Site Boundary
-  Township/Range Boundary
-  Section



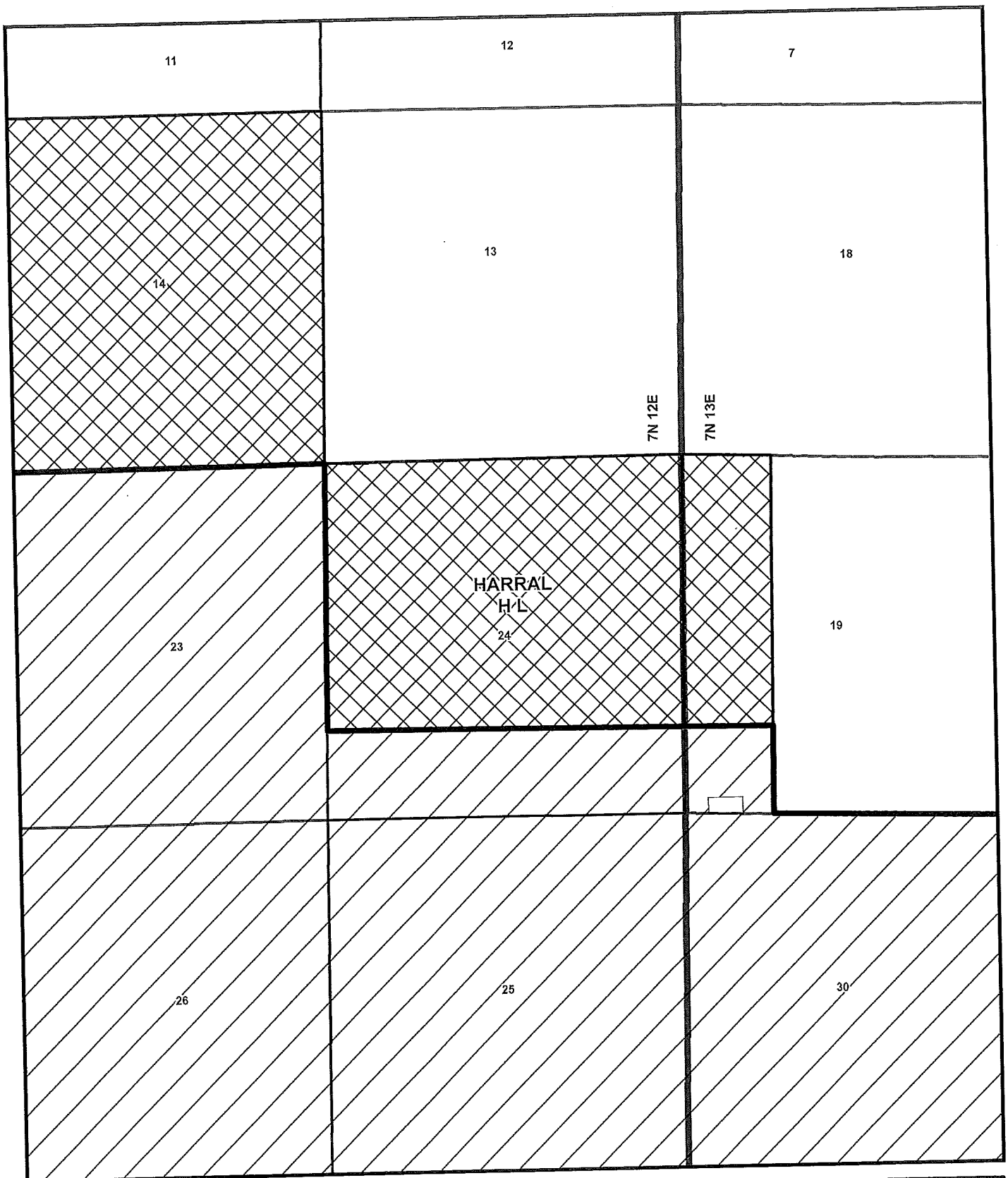
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


El Cabo

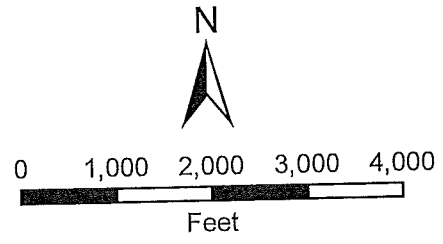
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**AVANGRID
RENEWABLES**

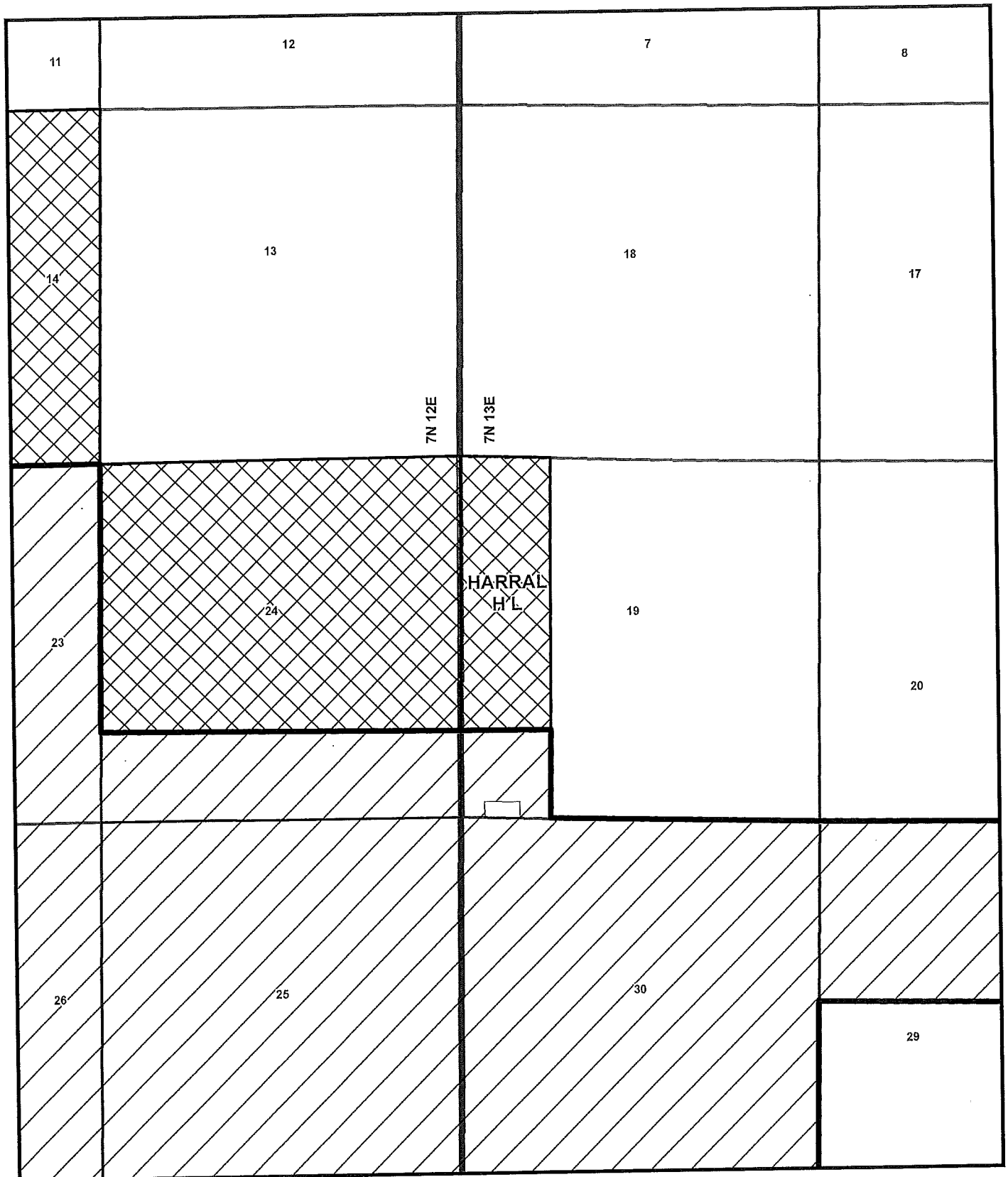


- Legend**
-  Released Land
 -  Retained Land
 -  El Cabo Site Boundary
 -  Township/Range Boundary



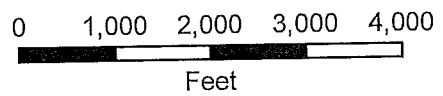
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El Cabo
 Sheet 4 of 13



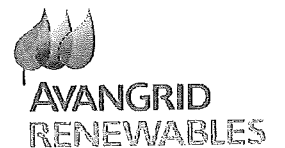


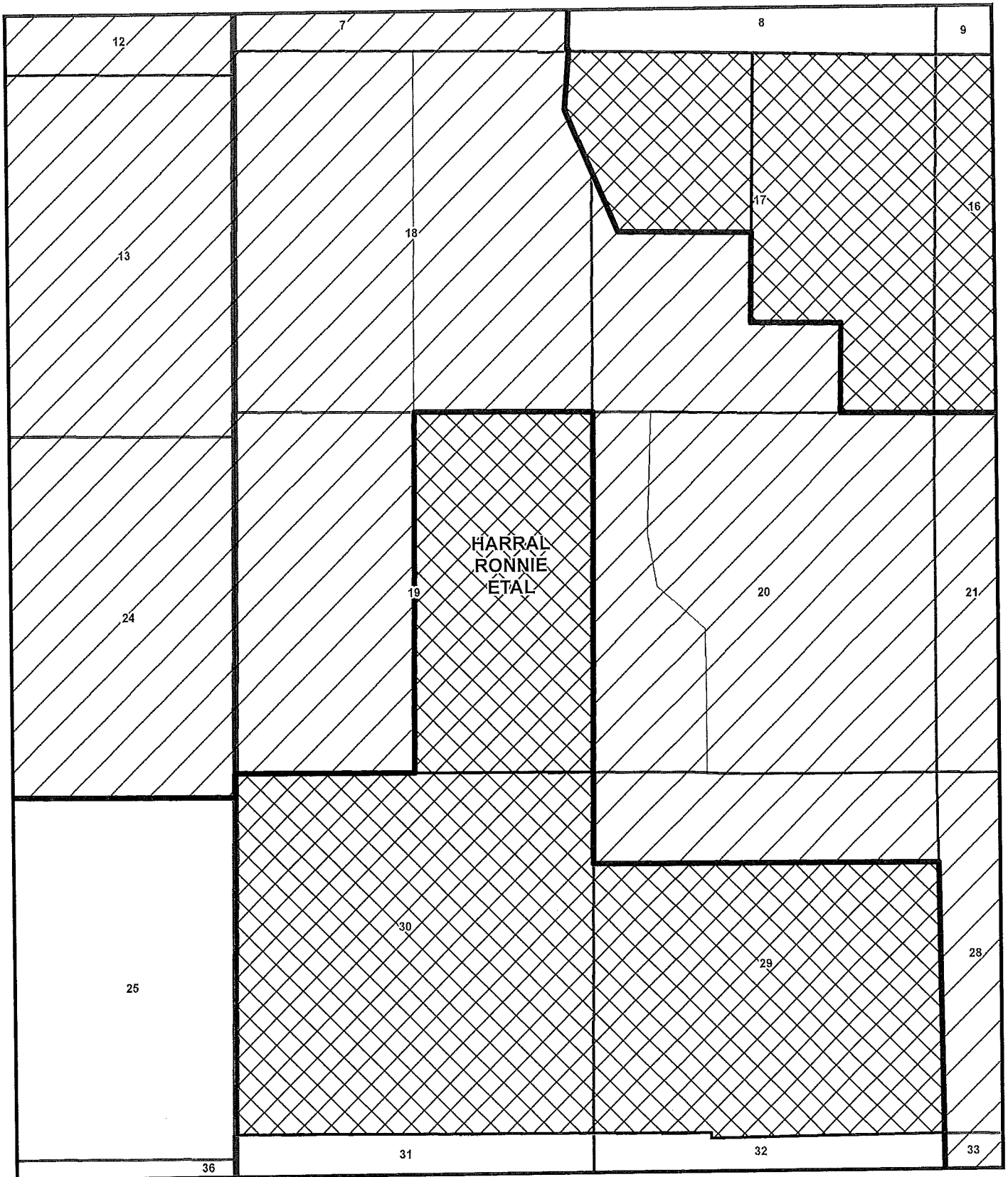
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-  Township/Range Boundary





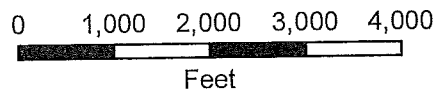
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El Cabo
 Sheet 5 of 13





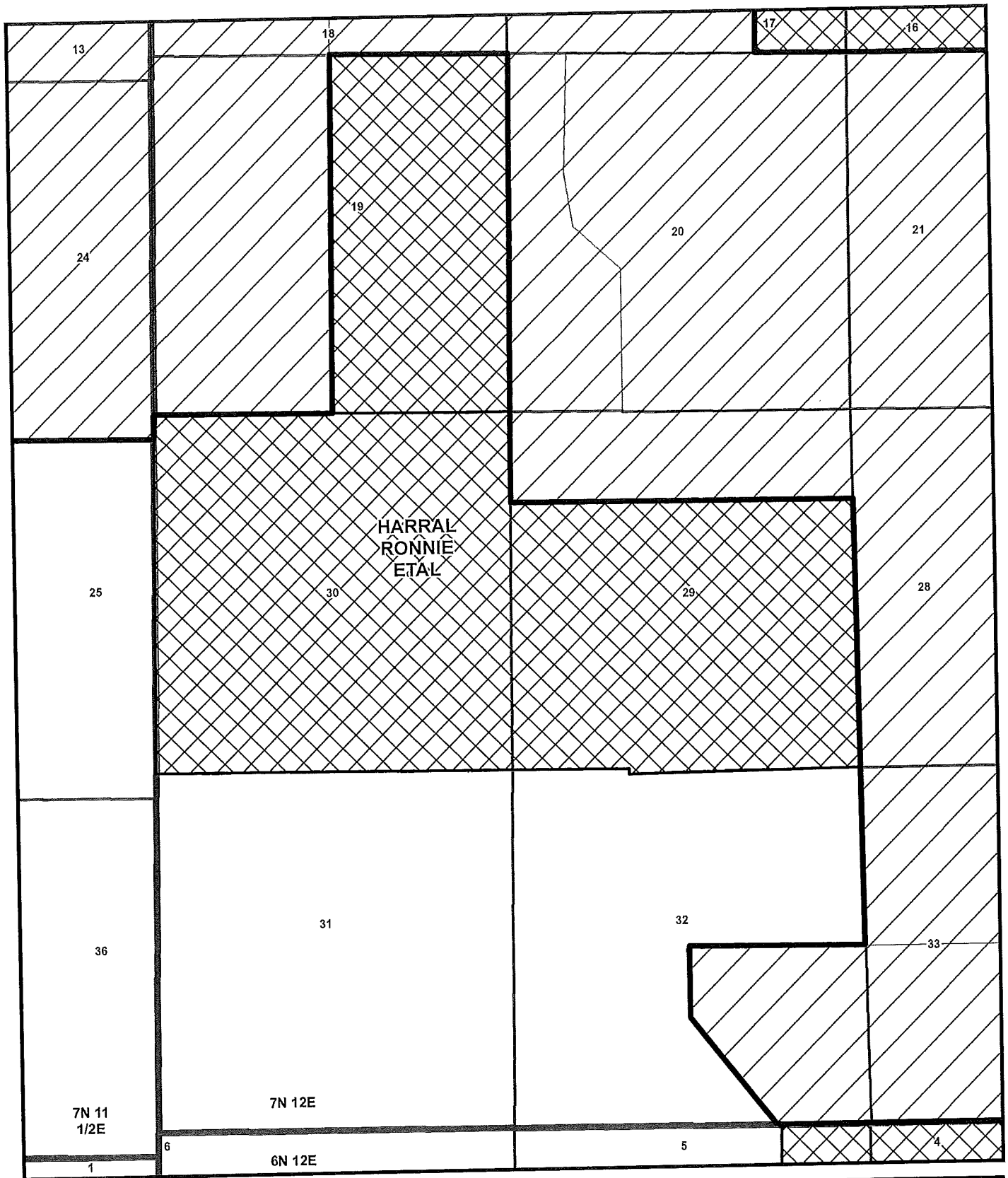
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-  El Cabo Site Boundary
-  Township/Range Boundary
-  Section



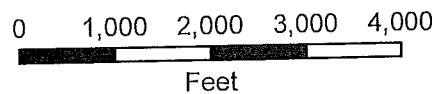
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El Cabo
 Sheet 6 of 13



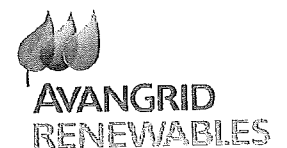


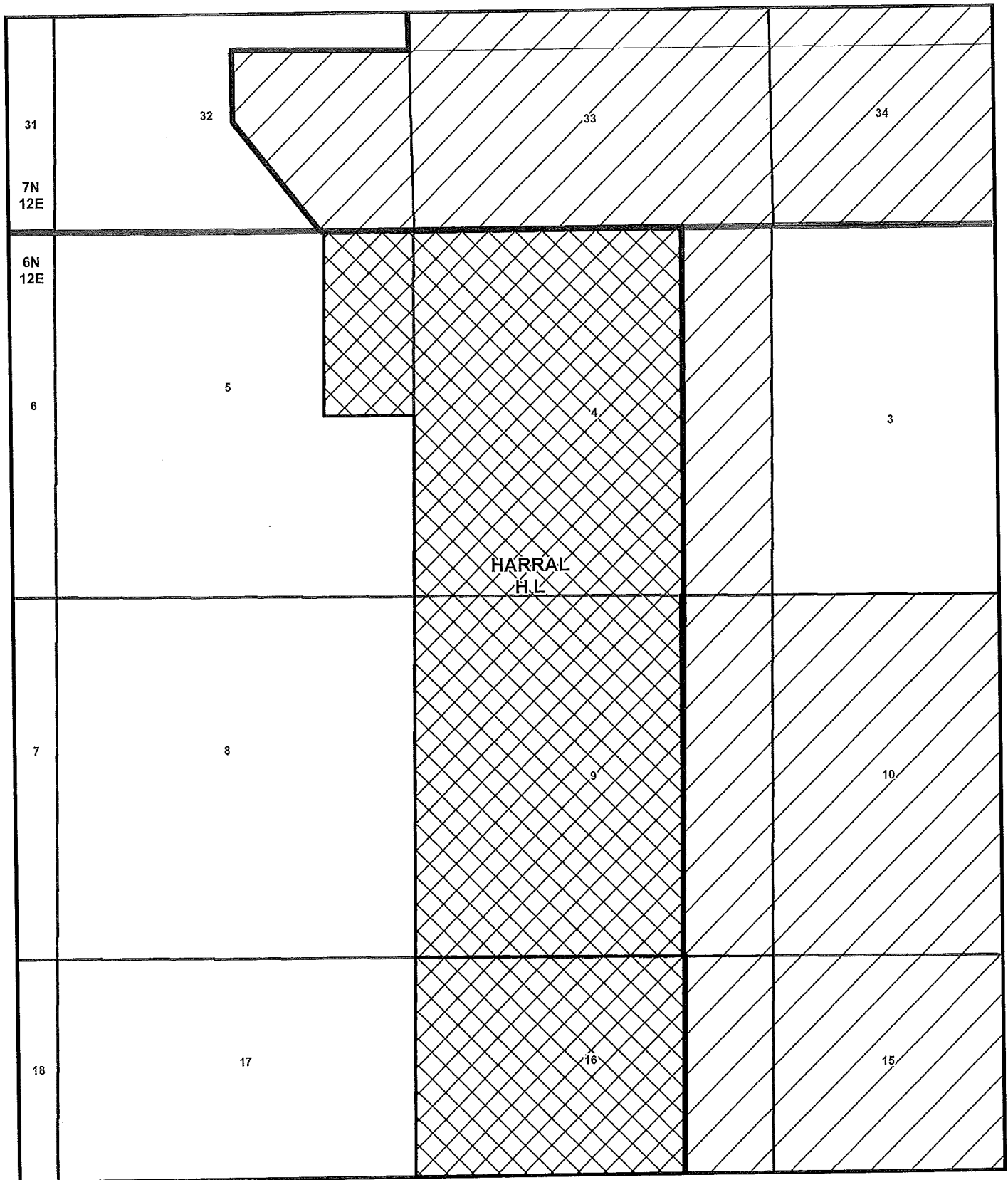
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-  Township/Range Boundary



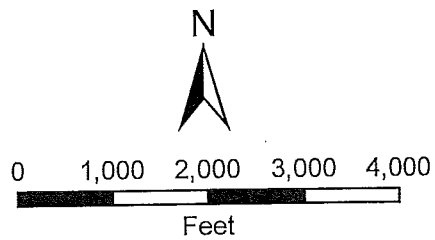
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El Cabo
 Sheet 7 of 13





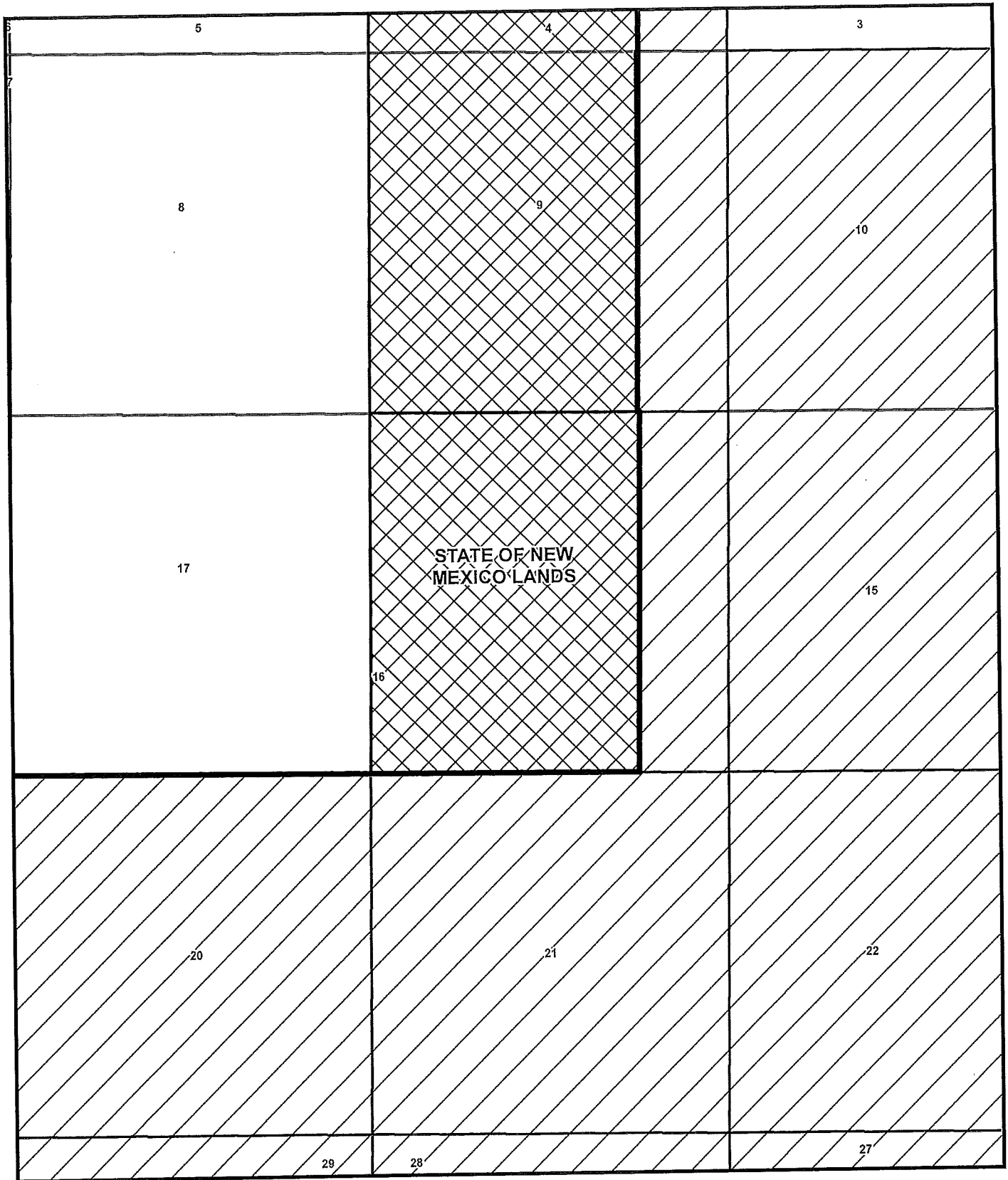
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-  Retained Land
-  El Cabo Site Boundary
-  Township/Range Boundary



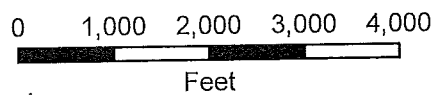
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El Cabo
 Sheet 8 of 13





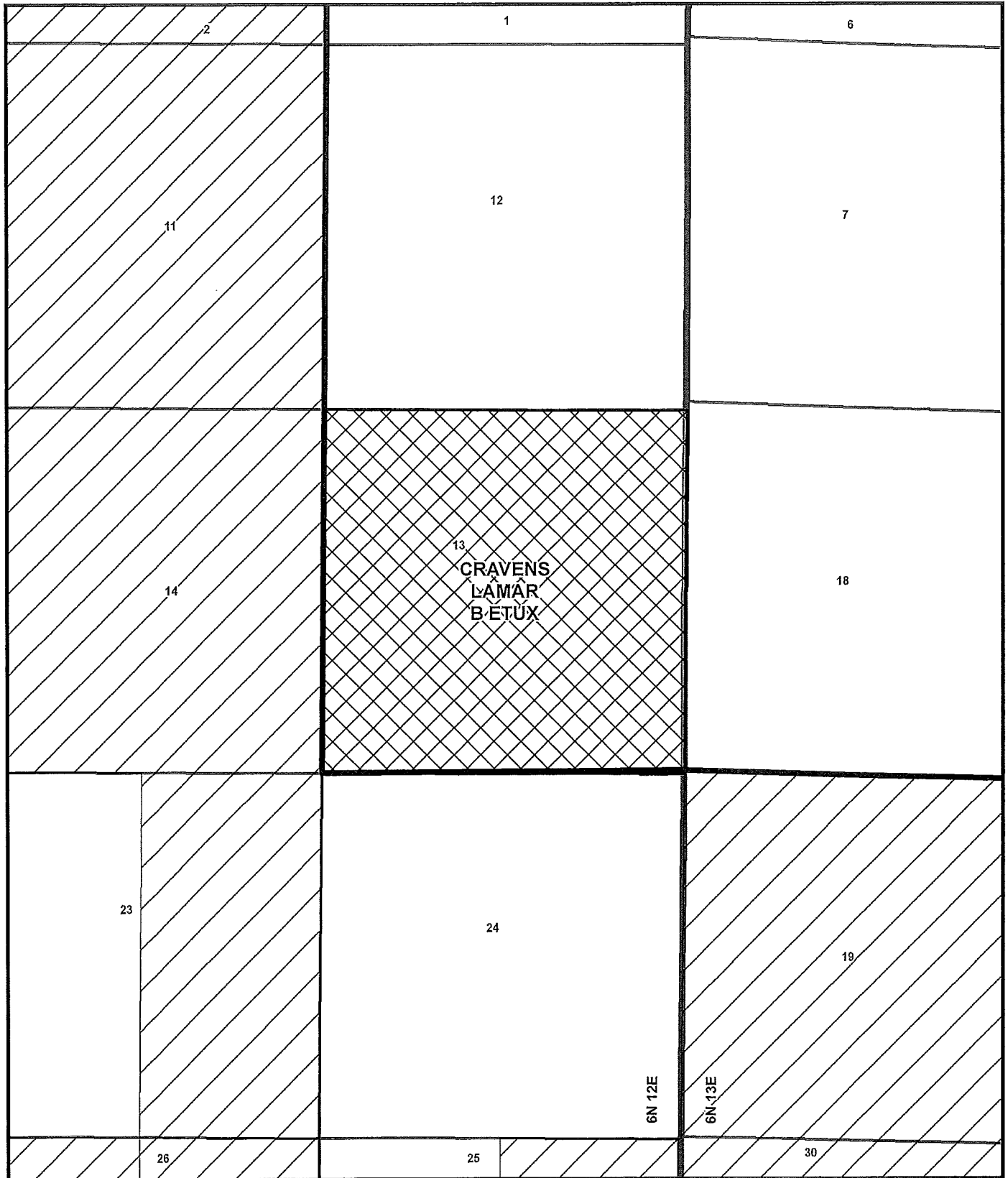
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-  Township/Range Boundary



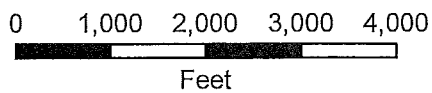
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El Cabo
Sheet 9 of 13





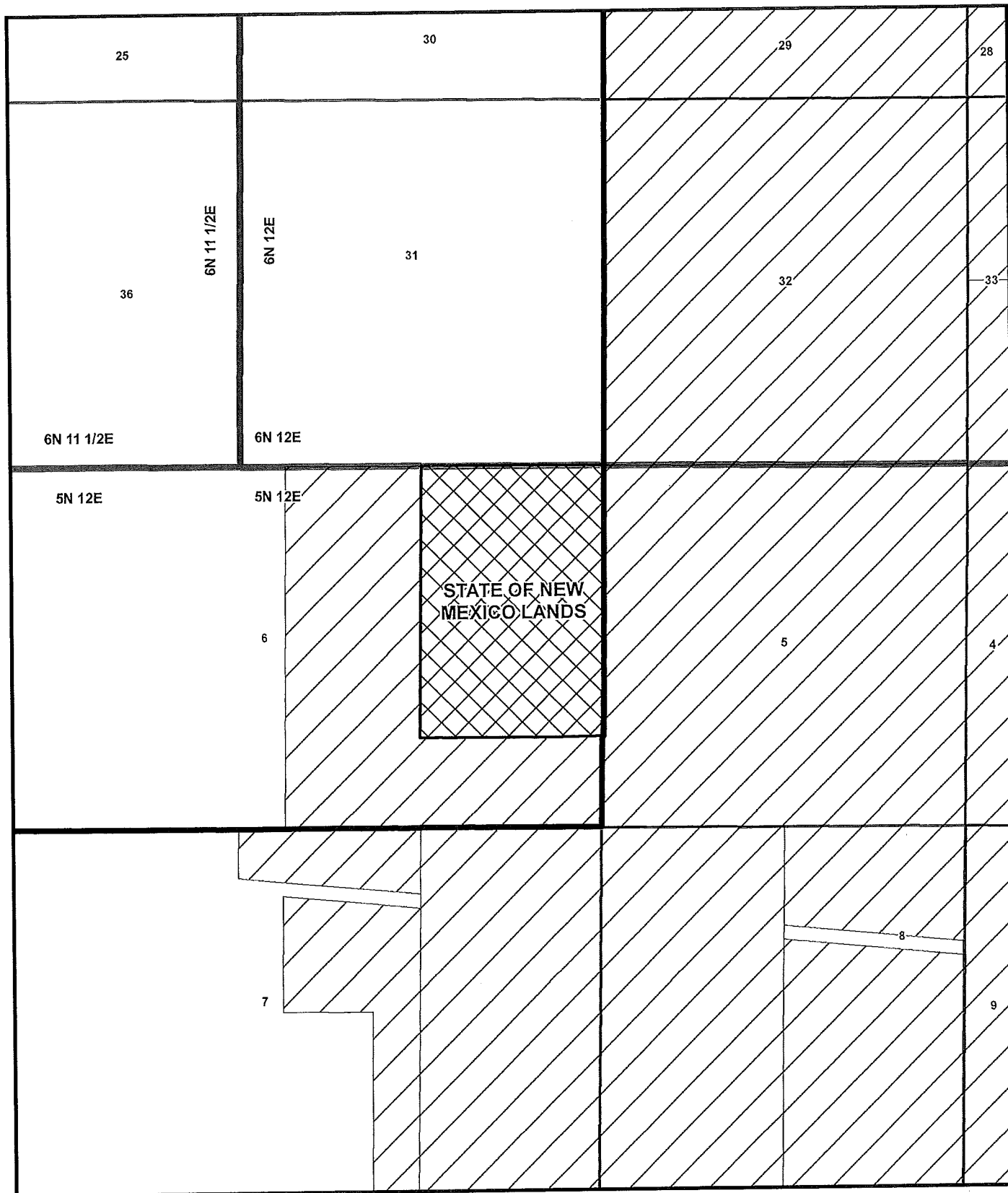
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-  El Cabo Site Boundary
-  Township/Range Boundary



Released Land
El Cabo
Sheet 10 of 13

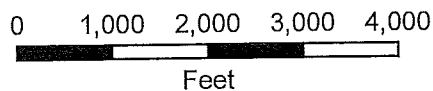




Legend

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-  Township/Range Boundary

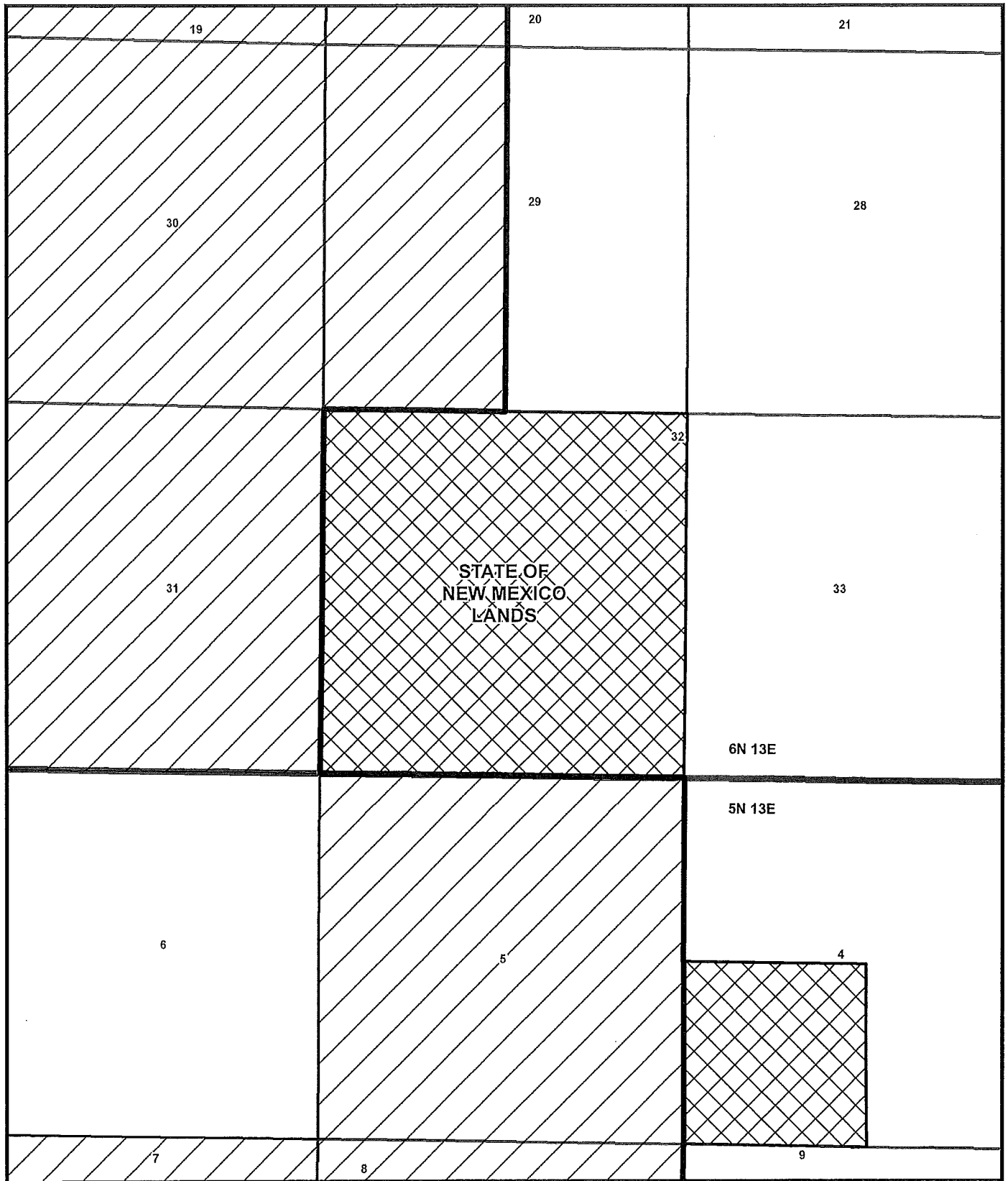
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Released Land
El Cabo
 Sheet 11 of 13

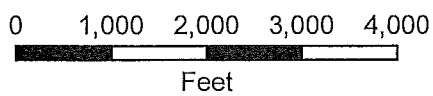


AVANGRID
 RENEWABLES



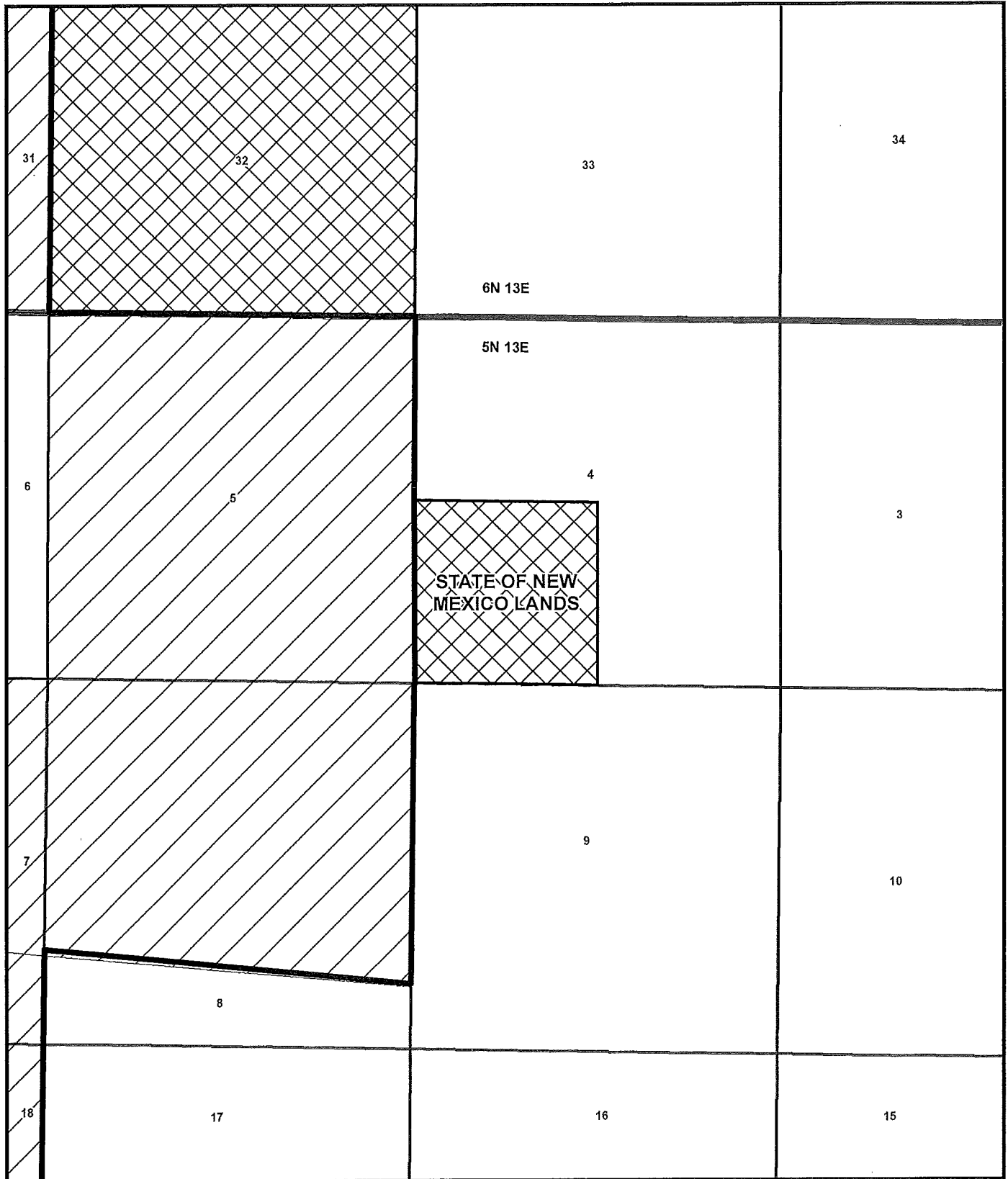
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-  Township/Range Boundary



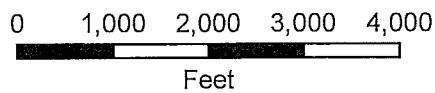
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El Cabo
Sheet 12 of 13





Legend

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-  Retained Land
-  El Cabo Site Boundary
-  Township/Range Boundary



Released Land
El Cabo
 Sheet 13 of 13





*Agenda Item
No. 7*



RESOLUTION NO. 2017-_____

RESOLUTION FINDING A DECEDENT TO BE INDIGENT OR UNCLAIMED AND AUTHORIZING PAYMENT FOR THE BURIAL OR CREMATION OF AN INDIGENT PERSON, AS DEFINED IN SECTION 24-13-2 NMSA 1978, OR OF AN UNCLAIMED DECEDENT, AS DEFINED IN SECTION 24-12-1 NMSA 1978.

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, the Torrance County Board of Commissioners may authorize payment for the burial or cremation of an indigent person, as defined in Section 24-13-2 NMSA 1978 or of an unclaimed decedent, as defined in Section 24-13-1 NMSA 1978; and,

WHEREAS, pursuant to Section 24-13-3 NMSA 1078, the burial or cremation expenses may be paid by the County out of the general fund or the county indigent hospital claims fund in an amount up to six hundred dollars (\$600) for the burial or cremation of any adult or minor; and,

WHEREAS, pursuant to Section 24-13-1 NMSA 1978, a dead person whose body has not been claimed by a friend, relative or other interested person assuming the responsibility for and expense of disposition shall be considered an unclaimed decedent; and,

WHEREAS, pursuant to Section 24-13-5 NMSA 1978, in the County pays expenses for burial or cremation, all available assets of the decedent shall be used to reimburse the County and/or, if the decedent left an estate, the decedent's estate shall reimburse the County; and,

WHEREAS, pursuant to Section 24-13-2 NMSA 1978, a deceased person shall be considered to be an indigent for purposes of this resolution if his estate is insufficient to cover the cost of burial or cremation; and,

WHEREAS, pursuant to Sections 24-13-1 and 24-13-3 NMSA 1978, it is the duty of the Torrance County Board of County Commissioners to cause to be decently interred or cremated the body of any unclaimed decedent or indigent person known to have been a resident of Torrance County; and,

WHEREAS, Harris Hanlon Mortuary has informed Torrance County that _____ is deceased, his body is at Harris Hanlon Mortuary, and he is a qualified indigent person; and,

WHEREAS, _____ is known to have been a resident of Torrance County.

NOW THEREFORE, BE IT RESOLVED, that the Torrance County Board of Commissioners hereby:

1. FINDS:

- a. That the decedent was a resident of Torrance County; and
- b. That if the decedent's estate is insufficient to cover the cost of burial or cremation, then he is an indigent decedent; and,

c. The decedent is unclaimed.

2. **AUTHORIZES:**

- a. The payment, in an amount not to exceed six hundred dollars (\$600), or the burial or cremation of the body; and
- b. The Torrance County Manager to seek reimbursement from the estate for reimbursement for the burial or cremation expenses, unless the estate is insufficient to cover the cost of burial or cremation.

DONE, this ____ day of May 2017.

TORRANCE COUNTY COMMISSION

Attest:

Javier E. Sanchez, Chair

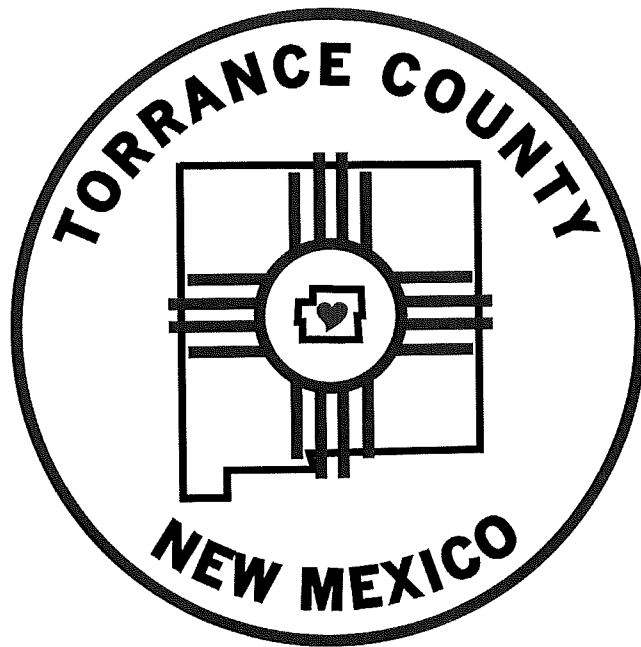
County Clerk

Jim Frost, Member

Julia DuCharme, Member



Agenda Item
No. 8



UPDATES

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



*Agenda Item
No. 9*

PROFESSIONAL SERVICES AGREEMENT

DWI PROGRAM EVALUATOR

TORRANCE COUNTY CONTRACT FY2018-DWI-02

This **CONTRACT** is hereby made and entered into by and between Torrance County, on behalf of and through the Torrance County DWI Prevention Program, (hereinafter COUNTY) and John Steiner, (**hereinafter CONTRACTOR**) effective July 1, 2017 and expiring June 30, 2018.

Whereas, the Torrance County DWI Prevention Program desires to retain the services of a Driving While Impaired (DWI) Programs Evaluator and Contractor is a qualified candidate for this contracted position.

Therefore, it is hereby mutually agreed by and between the parties that:

A. Scope of Work: – CONTRACTOR is hereby retained to:

1. The Contractor shall provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program.
2. The Contractor shall identify for evaluation purposes the Torrance County DWI Prevention Program catchment area, including the schools of the Moriarty-Edgewood School District, complete with demographics and numbers affected and develop and implement methods of data collection from unique cultural groups.
3. The Contractor shall complete Evaluation Plan with Evaluation Template.
4. The Contractor shall conduct a comprehensive local evaluation that measures effectiveness of program strategies and their results. The outcome evaluation should measure each intervening variable, indicators for Prevention and Treatment components. These indicators will be specific to the Torrance County DWI Prevention Program's plan. An annual report will be submitted to the Torrance County DWI Prevention Program Coordinator on or before July 31, 2018.
5. The Contractor will design evaluation instruments, gather relevant baseline and follow up data, analyze data and produce evaluation reports.
6. The Contractor will develop a Power Point presentation of the Needs Assessment Highlights and Gaps in data to present to the community, planning council members, and stakeholders.
7. The Contractor will work with the Torrance County DWI Prevention Program Coordinator to take the lead in the implementation of approved Strategic Plan that addresses intervening variables, (individual level- direct service curricula, social access, low enforcement of ATOD laws, and low perceived risk of arrest/legal consequence) supportive of State prioritized consequences and related consumption behaviors and maintain management timeline.

8. The Contractor will review effectiveness of activities implemented through a quality improvement process and conduct fidelity checks four times per year per program and debrief staff and provide feedback to improve the program delivery, which will be included with quarterly reports.
 9. The Contractor will work closely with the Torrance County DWI Program Coordinator and Prevention Staff on an on-going basis, along with onsite visits, technical assistance, evaluation training.
 10. The Contractor shall provide staff support and facilitation for various meetings with health and social service provider agencies, and develop an updated Evaluation Plan and a Logic Model.
 11. The Contractor shall provide measurement tools, and identify useful tools to use.
 12. The Contractor shall work with Danielle Reed, Statewide Evaluator to add to the completion of the Statewide Evaluation.
 13. The Contractor shall attend at least one quarterly meeting of the Torrance County Substance Abuse Prevention Task Force and report recommendations.
 14. The Contractor will comply with DFA requests.
 15. The Contractor will provide a final evaluation report by July 31, 2018.
-
1. **Term:** This contract shall be effective beginning July 1, 2017 and shall terminate on June 30, 2018 unless renewed as provided for herein.
 2. **Renewal:** The County shall have the right, but not the obligation, to renew this contract at the end of the initial term. The parties may negotiate and agree to modify the terms hereof in any such renewal, subject to review by the County Commission and the New Mexico Department of Finance and Administration.
 3. **Compensation:** The Contractor will submit monthly statements of services rendered and shall be compensated at the rate of \$500 per month, including applicable New Mexico Gross Receipts Tax. Total compensation, including gross receipts tax, shall not exceed \$6,000. The above amount is inclusive of all professional services, supplies, mileage/per-diem, telephone allowance and administrative costs. Invoices are to be submitted on a monthly basis, with the final invoice due to the Torrance County DWI Prevention Program **NO LATER THAN** June 15, 2018. Invoices received after such date **WILL NOT BE PAID**. The final payment will be delivered to the Contractor upon receipt of the final report by the Torrance County DWI Prevention Program Coordinator.
 4. **Release:** The Contractor agrees that, upon final monthly payment, Contractor shall release Torrance County from all claims and/or obligations whatsoever related to this contract.
 5. **Termination:** This contract may be terminated at will, either by either party, without cause. Termination shall be delivered or mailed (certified/return receipt) to the other party. Notice of termination shall be effective three (3) calendar days from date of

postmark or on the date of delivery, if hand delivered to the Contractor. **Work Product:** All work produced under this contract shall be jointly shared by the parties but shall remain the exclusive property of the Torrance County DWI Prevention Program. Neither party shall use, sell, disclose, nor otherwise make available to anyone; (individual, corporation or organization), other than the Torrance County DWI Prevention Program or Contractor, any such work product or copies thereof.

6. **Status of Contractor:** The Contractor acknowledges that the Contractor is an independent contractor; and as such neither Contractor, Contractor employees, agents nor representatives shall be considered employees of the Torrance County DWI Prevention Program nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use vehicles, or any other benefits provided to Torrance County employees.
7. **Non-agency:** The Contractor agrees not to purport to bind Torrance County to any obligation not assumed herein by Torrance County unless the Contractor receives written approval in advance and then only within the limits of that expressed authority.
8. **Confidentiality:** Any information learned, given to, or developed by the Contractor in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of Torrance County.
9. **Worker's Compensation:** The Contractor acknowledges that neither the Contractor; Contractor's employees, agents, or representatives shall have any claim whatsoever to worker's compensation coverage under Torrance County's policy.
10. **Taxes:** The Contractor acknowledges that the Contractor alone shall be liable for and shall pay to NM Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to the Contractor under this contract. The Contractor also acknowledges that the Contractor, and Contractor alone shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law. Specifically Contractor acknowledges that he is responsible for all tax liability resulting from this contract and that the County is in no way responsible for gross receipts, payroll, income or any other tax resulting here from.
11. **Indemnification:** The Contractor agrees to indemnify and hold harmless County from any and all claims, suits, and causes of action which may arise from the acts or failures to act by contractor's employees, agents or other representatives while engaged in the performances of this contract.
12. **Assignments and Subcontracting:** The Contractor shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due pursuant to this contract.

13. **Conflict of Interest:** The Contractor warrants the Contractor presently has no conflict of interest as defined by the New Mexico Governmental Conduct Act and shall not hereafter acquire any conflict of interest.
14. **Bribes, gratuities and kickbacks prohibited.** Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.
15. **Non-discrimination:** The Contractor agrees that Contractor, Contractor's employee(s) and/or agent(s) shall comply with all federal state and local laws regarding equal opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
16. **Default by Contractor:** In the event that Contractor defaults on any term or provision of this contract, Torrance County retaining the sole right to determine whether to declare the contract avoidable and/or the Contractor agrees to pay the reasonable costs, including court fees and attorney's fees, indirect damages, incurred in the enforceable of this contract.
17. **Scope of Agreement:** This agreement represents the entire agreement between the parties and incorporates all prior negotiations, representations, or agreements, written or oral, between Contractor and the County. This agreement may be amended only by written instrument signed by Contractor and the County.
18. **Amendment(s) to this Contract:** This contract shall not be altered, changed, modified, or amended, except by instrument, in writing, executed by both parties.
19. **Applicable by Law:** This contract shall be governed by the Laws of the State of New Mexico, including the New Mexico Procurement Code (sec. 3-1-28 et. eq., N.M.S.A., 1978 as amended).
20. **Severance:** If any provision of this contract is determined to be illegal or void, then that provision shall be severed from the remainder and shall not affect the remaining provisions of the contract.
21. **Notices:** Any notice that will be given in accordance with this Agreement will be deemed appropriate when sent by certified mail to the following:

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016
And
John C. Steiner
533 Arizona Street, SE
Albuquerque, NM 87108

IN WITNESS WHEREOF, this agreement shall become fully executed upon the date of the final signature below.

By: _____
Torrance County Manager

Date: _____

By: _____
DWI Coordinator

Date: _____

By: _____
Contractor

Date: _____

Attest: _____
County Clerk



*Agenda Item
No. 10*

COUNTY OF TORRANCE

PROFESSIONAL SERVICES CONTRACT FY-2018-DWI-01

THIS AGREEMENT is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF TORRANCE COUNTY, NEW MEXICO**, hereinafter referred to as "the County" and **SHARON (TRISH) DAINO**, hereinafter referred to as (the "Contractor").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform services as follows:

1. Provide a variety of services as part of a comprehensive, therapeutic approach to alcohol and substance abuse treatment for DWI offenders referred by Torrance County Courts, with the objective of reducing alcohol abuse and dependency. These services may include, but shall not be limited to:
 - a) Substance abuse education
 - b) Individual treatment
 - c) Marital counseling
 - d) Family treatment
 - e) Therapeutic group
2. Provide varying levels of service for DWI offenders, based upon the individual needs of each offender. These services shall include, the following, when appropriate to meet client needs:
 - a) Cognitive behavioral therapy
 - b) Solution focused therapy
 - c) Experiential treatment methods
 - d) Alternate evidence-based treatment
 - e) Moral Reconciliation Therapy – including collaboration with the DWI Coordinator on protocols, guidelines and other related documents in order to deliver this mode of treatment.
3. Develop individualized relapse prevention plans.
4. Maintain and transmit records in a manner that shall be compliant with HIPAA (Health Insurance Portability Accountability Act.)

5. **Produce monthly reports to the Torrance County Community Monitor and DWI Coordinator. These reports will specifically describe progress, activities and accomplishments (i.e., completion) to meet program compliance. The provider shall also monitor and report rates of recidivism. Monthly reports shall be due by the 10th day of the following month.**
 6. Maintain membership in and provide oral reports at meetings of the Torrance County Substance Abuse Prevention Task Force meetings, a minimum of once each quarter.
 7. Notify the Torrance County DWI Coordinator – via telephone, email or fax, within 24 hours of any client violations.
- B. Services will be performed at the offices of Trish Daino or at the Torrance County Detention Facility.
- C. Performance Measures.

Goals:

1. Decrease severity of alcohol use/abuse among participants regarding the associated behaviors, health issues and negative impact of alcohol use/abuse.
2. Provide 100% of the participants with community based support systems and life skills to aid in moderation, or the recovery process after treatment is complete.

Objectives.

1. Group treatment including, but not limited to alcohol education, community education, life skills development, family involvement/support provided for 100% of clients.
2. Individual counseling for those clients deemed inappropriate for group counseling or for auxiliary support.
3. Outpatient referrals will be made to other agencies as needed.

2. **Compensation.**

- A. The total amount payable under this Agreement shall not exceed \$5,000, including gross receipts tax for the period extending from July 1, 2017 through June 30, 2018. Upon receipt of a complete and detailed monthly billing or substance abuse treatment, compensation shall be made in equal monthly payments of \$416.66. If the Contractor is Medicaid certified, the Contractor will first bill Medicaid for services provided to individuals covered by Medicaid. These payments will be contingent upon continued funding from the Department of Finance and Administration, Local Government Division, Special Programs Bureau, LDWI.

- B. The Torrance County DWI Prevention Program will pay for professional services under this contract upon receipt of a detailed statement provided to the coordinator which chronicles service to individuals convicted of DWI and time spent by the Contractor in conducting the Scope of Work above. The statement will be retained in confidential files by the Torrance County DWI Prevention Program Coordinator. An invoice shall be provided by the Contractor to the Torrance County DWI Prevention Program Coordinator monthly and will be paid by Torrance County. All invoices submitted by the Contractor shall be submitted within the parameters of the state fiscal year which runs July 1, 2017 through June 30, 2018. **Invoices received AFTER June 15, 2018 will NOT be paid.**

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. Contract This Agreement shall terminate on **JUNE 30, 2018** unless terminated pursuant to paragraph 4, *infra*, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement

shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Local DWI Program.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:

Tracey Master, Torrance County DWI Program Coordinator
P. O. Box 48
Estancia, NM 87016
tmaster@tcnm.us

To the Contractor:

Sharon "Trish" Daino
P. O. Box 2838
Moriarty, NM 87035
trishdaino@msn.com

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, this agreement shall become fully executed upon the date of the final signature below.

By: _____ Date: _____
Torrance County Manager

By: _____ Date: _____
DWI Coordinator

By: _____ Date: _____
County's Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor



*Agenda Item
No. 11*

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **Torrance County**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, all terms and conditions of the RFP No. 17-690-17-14243 for Statewide Community Based Prevention and Promotion Home Visiting Services and the Contractor’s response to such document(s) have met the Agency requirements;

WHEREAS, the Agency is the State agency designated to receive and administer state funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed four hundred forty-four thousand dollars and zero cents (**\$444,000.00**). The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and

vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further

obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from the Agency, that any specific Standard is inapplicable to such Contractor.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity.

In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain

for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form.**

ARTICLE XXV. Federal Award Identification

Federal award information shall be provided to Contractor based on Uniform Grant Guidance requirements, Title 2 Subtitle A Chapter 2 Part 200 Subpart D Section 200.331. This information relates to sub-recipients of Federal award at the time of award in **Attachment 6, Federal Award Identification form.**

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – Torrance County

Belinda Garland
Authorized Signatory

Date: 6-5-17

Torrance County Manager
Printed Title of Authorized Signatory

[Signature]
Legal Counsel, Contractor

Date: 6-7-17

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
Torrance County
Home Visiting Program

LEVEL 1 HOME VISITING PROGRAM GOALS:

Home visiting is a program strategy that delivers a variety of informational, educational, developmental, referral and other support services for eligible families who are expecting or who have young children and that is designed to promote child well-being and prevent adverse childhood experiences. To meet this end the New Mexico home visiting system aims to ensure that babies are born healthy; children are nurtured by their parents and caregivers; children are physically and mentally health; children are ready for school; children and families are safe; and families are connected to formal and informal supports in their communities. NMSA 1978 §32A-23B-2(D)(1).

TARGET POPULATION:

The Level 1 New Mexico Home Visiting program is a promotion and prevention-level strategy that provides voluntary access to home visiting to pregnant women, expectant fathers, and parents and primary caregivers of children from birth to age three.

OBJECTIVES:

New Mexico's Home Visiting System aims to provide a variety of research-based and best practice support services by well-trained and competent staff to families who are expecting a child or have children birth to age three, with the overall objective to increase child well-being and prevent adverse childhood experiences by:

- Building parental competence;
- Establishing trusting relationships with families;
- Optimizing the relationships between parents and children in their home environments;
- Promoting community-specific home visiting programs that are responsive to cultural and linguistic heritage;
- Educating families on the expected developmental milestones and working with those families to ensure their children achieve the expected developmental milestones;
- Addressing safety issues and the risks associated with safety concerns;
- Assisting families access social supports and appropriate community resources; and
- Actively participate in a coordinated system of services within the community.

AUTHORITIES:

The Home Visiting Accountability Act NMSA 1978, Sections 32A-23B-1 to -3; The New Mexico Home Visiting Program Standards; and the New Mexico Home Visiting Annual Outcomes Report.

ACTIVITIES:

The New Mexico Level I home visiting system provides universal, voluntary access; provides a common framework for service and accountability across all home visiting programs; establishes a consistent statewide system of home visiting; and allows for the collection, aggregation and analysis of common data.

Service Capacity and Service Area:

The total number of funded families is thirty-one (31) families each fiscal year in the geographical area as designated for Torrance County, Santa Fe County (Edgewood community) Bernalillo County (Chilili community). Each service provider **must** keep an enrollment of at least eighty percent (80%) of the contracted families engaged at all times.

Depending on funding availability, a service provider may, through proper contractual procedure, request an amendment to serve additional families in the contracted geographical area. The service provider must be able to justify and demonstrate a community need and agency capacity to serve additional families within the assigned geographical area.

New Mexico Home Visiting Program Standards^a

In order to operationalize the home visiting system, New Mexico created the comprehensive New Mexico Home Visiting Standards that serve as the common framework of service delivery and accountability across all home visiting service providers in the state. Taking into account the unique and diverse communities in New Mexico, the home visiting system does not require the implementation of a particular model/models but does require high quality service delivery and continuous quality improvement.

The New Mexico Home Visiting Program Standards are incorporated into scope of work by reference and obligates each provider to comply with each of the roles and responsibilities identified in each of the following home visiting standard areas:

1. Program Participation
 - a. Eligibility
 - b. Recruitment
 - c. Program Participation
 - d. Disenrollment and Transition

^a https://cyfd.org/docs/Home_Visiting_Level_I_and_Level_II_Program_Standards_Updated_10-2016.pdf

2. Culturally Sensitive and Relevant Practice
3. Relationship-based Practice
 - a. Reflective Supervision
4. Family Goal-Setting
 - a. Establishing goals with Families
 - b. Referrals and follow-up
 - c. Community Resources and Collaborations
 - d. Family Satisfaction Surveys
5. Curriculum and Program Implementation (Service Delivery Approach)
 - a. Prenatal Visits
 - b. Post-partum Visits
 - c. Visits with Families of Children up to Age 5 years
 - d. Acknowledgment of Service Completion or Discontinuation
 - e. Program Evaluation
6. Program Management Systems
 - a. Planning
 - b. Organizational Management
 - c. Record Keeping- Client Records
 - d. Consent
 - e. Reporting
 - f. Communication
 - g. Program-level Self-Assessment
 - h. Fiscal Management
 - i. Caseload Size
 - j. Safety Assurance
 - k. Continuous Quality Improvement

- l. Ongoing Program Monitoring
 - m. Program Response to Findings of Non-Compliance and Program Deficiencies
 - n. Special Conditions
7. Staffing and Supervision
- a. Program Staff
 - b. Clinical Staff
 - c. Staff Training
 - d. Ongoing Professional Development
 - e. Supervision Requirements
 - f. Reflective Supervision
 - g. Field Supervision
 - h. Administrative Supervision
8. Community Engagement
- a. Collaboration
 - b. Community Education
 - c. Community Advisory Committees
9. Data Management

Screening Tools, Description and Frequency:

Providers must utilize the CYFD approved tools^b to administer screenings designed to assess families and identify early warning signs of developmental delay in children; prenatal and postpartum depression in mothers; domestic abuse within the family; and other risk factors. Unless otherwise identified in the Home Visiting Program Standards, the current screening tools are approved by CYFD as follows:

1. Ages and Stages Questionnaire -3 (ASQ-3)
 - a. Parent questionnaire used to identify infants or young children who are in need of further assessment in give domains of child development

^b The titles of the CYFD approved tools are subject to change during the contractual period. These title changes do not affect the validity or the substance of the approved tools.

- b. Administered at 4 months, 6 months and every 6 months after
2. Ages and Stages Questionnaire: Social/Emotional (ASQ-SE)
 - a. Aids in identifying young children who may benefit from more in-depth evaluation and/or preventative interventions designed to improve their social competence, emotional competence, or both
 - b. Administered at 6 months, and every 6 months after
 3. Edinburgh Postnatal Depression Scale (EPDS)
 - a. Used to identify women at risk for prenatal and perinatal depression
 - b. Administered prenatally, and twice after birth; monthly thereafter if above cutoff
 4. Maternal-Child Health Form (MCH)
 - a. Information regarding demographics and risk factors for the family and child
 - b. Administered at intake and annually
 5. Perinatal Questionnaire (PNQ)
 - a. Information regarding an infant's birth including prenatal care, birth weight, and mother's experience with pregnancy
 - b. Administered within 2 months of birth or on program entry
 6. Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO)
 - a. Observational tool for tracking and supporting parenting interactions that lead to positive child outcomes from infancy through preschool
 - b. Administered at entry, then every 6 months
 7. Validated Intimate Partner Violence screening Tool
 - a. Used to identify caregivers experiencing abuse in their current relationships
 - b. Administered at intake and annually

The Home Visiting Service Provider, Referrals and Access to Services provide CYFD with information regarding availability of referral services to assist New Mexico in identifying areas of system/program improvement.

Administrative Activities and Requirements:

1. Background checks required:

- Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with 8.8.3 NMAC requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required employees, staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the Contractor employee's, staff members, or volunteer's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

2. Mandatory Reporting Required

- All Home Visitor Service Providers and staff must report any and all suspected abuse, neglect or exploitation of children to the Children, Youth and Families Statewide Central Intake. In the report to the Statewide Central Intake, the reporter must identify himself/herself as a Home Visiting Service Provider and whether the allegations involve a Home Visiting client or family. After the mandated reporter reports the incident to Statewide Central Intake, the service provider shall notify the alleged abuse and/neglect to the assigned CYFD program manager within 24 hours of the report, utilizing the "Incident Report" format.

3. Database Requirements:

- Ensure that all database requirements are met and entered into the Home Visiting database and provide the required reports as requested by the Agency. Including submission of quarterly reports for each site, in a format designated by the Home Visiting Program Supervisor, by October 15th, January 15th, April 15th and the final summary report due at the end of each fiscal year.

4. Family Files:

- Maintain Family Files onsite according to HIPAA (Health Insurance Portability and Accountability Act) requirements. Ensure that the Family Files include at a minimum the following information:
 - Cover: Confidentiality Page

o Section 1:

1. Enrollment Information
2. Family Plans
3. Progress Notes
4. Screenings, Referrals and Follow Ups
5. Transitions and Closure
6. Special Circumstances and Level II Services

Performance Measures:^c

The required performance measures were developed to directly align with the Home Visiting Accountability Act, Home Visiting Program Standards and the Goals set forth in this scope of work. Through the ongoing program monitoring, home visiting programs are measured by (a) overall compliance with the requirements set forth in this Scope of Work; and (b) notable progress and continuous quality improvement in the following Performance Measures:

Goal 1: Babies are Born Healthy

1. Outcome: Improve prenatal and maternal health outcomes, including reducing preterm births
2. Outcome Measurements:
 - a. Connection to prenatal care
 - b. Discontinuation of substance use during pregnancy
 - c. Rates of screening and referral to services for postpartum depression
 - d. Initiations of breastfeeding
 - e. Rates of immunization by age 2
 - f. Babies born to women who received prenatal home visiting services weigh at least five (5) pounds, eight (8) ounces at birth;
 - g. Completion of recommended well-child pediatric health care visits
 - h. The percentage of babies and children receiving the last well-child visit recommended for their age by the American Academy of Pediatrics^d

^c The most up-to-date CYFD Home Visiting Program Standards govern the scope of work. In order to maintain flexibility with the ever changing developments of the home visiting system the Home Visiting Program Standards may be updated and amended. Service providers are informed about the amendments and updates through Guidance Memorandums, Ask the Manager Calls, Technical Assistance contacts, and quarterly meetings.

^d Data Development Recommendation annual report pp.18

3. Required Data to Report:

- a. Number of caregivers that have received a Perinatal Questionnaire (PNQ)
 - i. Information regarding an infant's birth including prenatal care, birth weight, and mother's experience with pregnancy, percentage of families demonstrating progress in accessing prenatal care and well child check visits.
- b. Number of caregivers that have received a Maternal Child Health Form (MCH)
 - i. Information regarding demographics and risk factors for the family and child.
- c. Number of caregivers that received a screening for postpartum/postnatal depression using a validated depression screening tool.
 - ii. Used to identify women at risk for prenatal and perinatal depression
 - iii. Of the families demonstrating risk for depression, the percentage that were referred to community agencies.
- c. Number of families
- d. referred to Home Visiting Level II if applicable in their area

Goal 2: Children are nurtured by their Parents and Caregivers

1. Outcomes:
 - a. Promote positive parenting practices
 - b. Build healthy parent and child relationships
2. Outcome Measurement:
 - a. Caregiver progress in practicing positive parent-child interactions, as measured by a validated tool for Parent-Child interactions.
3. Required Data to Report:
 - a. Caregiver progress in practicing positive parent-child interactions, as measured by a validated tool for Parent-Child interactions.

Goal 3: Children are Physically and Mentally Healthy

1. Outcomes:
 - a. Improve prenatal, maternal, infant or child health outcomes, including preterm births
 - b. Support children's cognitive and physical development
2. Outcome Measurement:
 - a. Percentage of children screened on schedule for potential delay in development with a validated Developmental and Social Emotional screening tool.

- b. Percentage of children screened as at risk of delay who are referred successfully to available services.
- 3. Required Data to Report:
 - a. Percentage of children receiving regular well-child exams, as recommended by the American Academy of Pediatrics.
 - b. Percentage of infants on schedule to be fully immunized by age 2.
 - c. Number of children identified with potential developmental delay and, of those, how many began services within two months of screening.

Goal 4: Children are Ready for School

- 1. Outcomes:
 - a. Enhance children's social-emotional and language development
 - b. Increase children's readiness to succeed in school
- 2. Outcome Measurement:
 - a. Percentage of children screened on schedule for potential delay in development with a validated Developmental and Social Emotional screening tool.
 - b. Percentage of children screened at risk of delay who are referred successfully to available services
 - c. The number of days in a week that family members report reading to their infants and children. The American Academy of Pediatrics recommends to read aloud to children for 30-minutes daily beginning when they are infants
- 3. Required Data to Report:
 - a. Any increases in school readiness, child development and literacy
 - b. The number of days in a week that family members report reading to their infants and children
 - c. Number of children that received an a screening with a validated Developmental and Social Emotional screening tool and what percent scored age appropriately in all developmental domains

Goal 5: Children and Families are Safe

- 1. Outcomes:
 - a. Improve the health of eligible families
 - b. Provide resources and supports that may help to reduce child maltreatment and injury
- 2. Outcome Measurement:
 - a. Identified as at risk of domestic violence on a validated Intimate Partner Violence screening tool.
 - b. Identified as at risk of domestic violence who have a safety plan in place
 - c. Identified as at risk of domestic violence who are referred to and receive support services

- d. Engaged in discussion of unintentional injury prevention
3. Required Data to Report:
 - a. Decreases in child maltreatment or child abuse
 - b. Any reductions in risky parental behavior
 - c. The number of reported and substantiated cases of maltreatment experienced by children after entry into the home visiting program

Goal 6: Families are Connected to Formal and Informal Supports in their Communities

1. Outcomes:
 - a. Improve the health of eligible families
 - b. Improve the coordination of referrals for, and the provision of, other community resources and supports for eligible families
2. Outcome Measurements:
 - a. Families identified for referral to support services in their community, by type
 - b. Families identified who receive referral to available community supports, by type
 - c. Families referred who are actively engaged in referral service, by type
3. Required Data to Report:
 - a. Percentage of children receiving home visiting services who are enrolled in high-quality licensed child care programs.

Additional Requirements:

1. Participate in all trainings including reflective supervision phone calls, and quarterly meetings as required by the Agency.
2. Participate in the New Mexico Tiered Quality Rating and Improvement System (TQRIS), Home Visiting, and FOCUS in the timelines specified by the Agency.
3. Submit monthly invoices, by the 15th of each month, to: CYFD Program Monitor, CYFD/ECS/OCD, PO Drawer 5160, Santa Fe, New Mexico 87502-5160.

PULL TOGETHER

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.

4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.
5. Provide referrals to community agencies, other CYFD divisions and resources, and to government services;
6. Provide follow up to referrals and document in the data system as indicated in the New Mexico Home Visiting Program Standards;
7. Collaborate with community programs such as hospitals, the WIC program, teen parent programs, obstetricians and gynecologists, primary care physicians, and other entities to develop a network and referral process;
8. Home Visiting program must document the provision of quarterly community presentations each year. Home Visiting program must document participation in community education and development activities to promote the Home Visiting Program and participate in local early childhood community groups (councils, task forces, etc.); and
9. Report to CYFD the referrals that could not be completed due to a lack of available services in the particular geographical area served;
10. As part of the quarterly reporting process provide a list of missing and non-accessible services in the community that have contributed to unsuccessful completion of referrals;
11. Include description of efforts being made within the community to access the needed community services; and
12. Specify barriers in accessing those services with recommendations for the state and the community.

Attachment 2 – Budget

Torrance County

Home Visiting Program

The Contractor shall be reimbursed for services rendered as described in Attachment 1 – Scope of Work.

The total number of funded families is thirty-one (31) families each fiscal year in the geographical area as designated for Torrance County, Santa Fe County (Edgewood community), and Bernalillo County (Chilili community). Each service provider **must** keep an enrollment of at least eighty percent (80%) of the contracted families engaged at all times.

<u>Service Delivery</u>	<u>Cost per Family</u>
Level I – Home Visiting Services # of families 26	\$3,500.00 per family, per fiscal year
Level I-Plus Home Visiting Services # of families 5	\$4,000.00 per family, per fiscal year

The Contractor shall be paid the following amount per Fiscal Year:

FY18 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00
FY19 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00
FY20 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00
FY21 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00

The total amount of the Contract shall not exceed \$ 444,000.00.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Funding Information:

State General Fund

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised February 16, 2017

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization's by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the Non-Profit Organization complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The Non-Profit Organization shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the Non-Profit Organization's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The Contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The Contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The Contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) within the Contractor entity. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The Contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer or employee. A personnel record on each volunteer or employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to children. Additionally, all Information Technology (IT) contractors are required to have a background check. The Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required

staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to children.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee and volunteer records must be kept in a locked file to ensure confidentiality.

5. The Contractor shall be headed by a director. The director shall be responsible for the daily operation of the Contractor through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the Contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The Contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
2. The Contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The Contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or subcontractor (e.g., consultants or independent contractors) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current Agency contract(s).
2. The Contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current contract.
3. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Agency or in which the Agency has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover the Agency's loss, if any to such property, in the event of fire or other hazard.
4. The Contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash Receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with Agency funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

Reports

1. The Contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The Contractor shall complete in full and submit the required forms of the New Mexico State Department of Labor.

3. The Contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The Contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Agency and if applicable, the New Mexico State Auditor or their designee.
2. The Agency shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the Contractor and the Agency shall not foreclose the right of the Agency to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The Contractor shall maintain the funds from the Agency contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Agency as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the Contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Agency at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Agency funds under \$100,000.00 must submit to the Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Agency contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

- a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Agency's Contract Audit Unit within three (3) months of the contractor's fiscal year end.
 - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Agency funds (a total of all Agency contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Agency funds must disclose how much funding is being received from governmental funds (a total of all Agency contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Agency's Contract Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

- b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The audited financial statements shall be submitted to the Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. The contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Agency under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Agency will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Agency. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands that it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Agency's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Agency's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), known throughout this contract as "Agency", the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the Agency's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By: Belinda Garland
Contractor

Date: 6-5-17

Attachment 6

Children, Youth and Families Department

Federal Award Identification

As required by UGG Title 2: Grants and Agreements Subpart D §200.331 the following information is being provided:

- (i) Sub-recipient name:
- (ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:
- (iii) Federal Award Identification Number (FAIN):
- (iv) Federal Award Date (§200.39):
- (v) Sub-award Period of Performance Start and End Date:
- (vi) Amount of Federal Funds Obligated by this action:
- (vii) Total Amount of Federal Funds Obligated to the sub-recipient:
- (viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
- (xi) Catalog of Federal Domestic Assistance (CFDA):
- (xii) Identification of whether the award is Research and Development (R&D): Yes No
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):
- (xiv) Requirements imposed by pass-through entity specific to Federal award requirements:



*Agenda Item
No. 12*



TORRANCE COUNTY
RESOLUTION # 2017-
Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 14th 2017 did propose to authorize a budget increase in the FY 2016-17 Budget, and

WHEREAS, budget increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following budget increase:

(See Attachment A)

NOW THEREFORE, we respectfully request approval for the attached budget increase in the FY 2016-17 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 14th day of June 2017.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk
DFA Approval

Javier E. Sanchez, District 3

CONTRACT NUMBER: _____

GRANTEE DUNS NUMBER: 095746517

VENDOR NUMBER: 0000054405

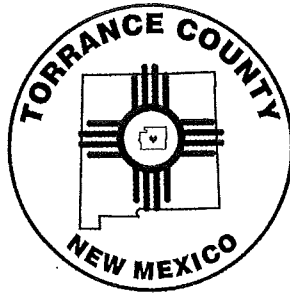
GRANT AGREEMENT

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

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. Buckle Up ("BKLUP")/Click It or Ticket ("CIOT"), Project No. 17-OP-RF-103, *1187* \$1,487.00;
 - b. Selective Traffic Enforcement Program ("STEP")/100 Days and Nights of Summer ("DNOS"), Project No. 17-ST-RF-103, \$2,665.00;
 - c. Total Funding awarded per this agreement \$4,152.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: BKLUP/CIOT, exhibit B; STEP/DNOS, exhibit C.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Traffic Safety Bureau Financial Management Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or



*Agenda Item
No. 13*



TORRANCE COUNTY
RESOLUTION # 2017-_____

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 14th 2017 did propose to authorize cash transfers and line item transfers between funds in the FY 2016-17 Budget, and

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

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

CASH TRANSFERS:

<i>From: 401(General)</i>	<i>To: 819 (NM Primary Care Assoc.)</i>	<i>Amount: \$2407.11</i>
<i>401(General)</i>	<i>To: 626 (Adult Identity Mentor)</i>	<i>\$274.42</i>

LINE ITEM TRANSFER:

<i>From:</i>	<i>To:</i>	<i>Amount:</i>
<i>401-05-2108 unemployment comp.</i>	<i>819-47-2102 full time salary</i>	<i>\$2,407.11</i>
<i>401-05-2108 unemployment comp.</i>	<i>626-36-2219 office supplies</i>	<i>\$274.42</i>

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

DONE at Estancia, New Mexico, Torrance County this 14th day of June 2017.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3

DFA Approval



*Agenda Item
No. 14*



TORRANCE COUNTY

RESOLUTION # 2017- Line Item Transfers

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

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

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

(See Schedule A)

NOW THEREFORE BE IT RESOLVED by the Torrance County Commission.

DONE at Estancia, New Mexico, Torrance County this 14th day of June 2017.

TORRANCE COUNTY COMMISSION

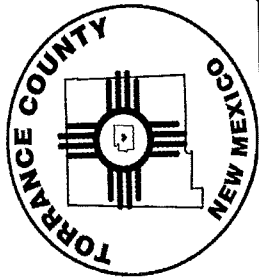
James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3

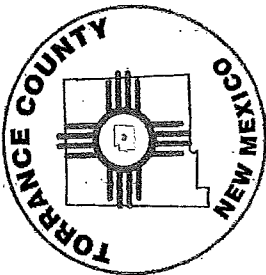


Torrance County

Resolution 2017-_____

Line Item Transfer Schedule A

Funding Source:		Transfer From:		Transfer To:		Total Amount
Department	Source	Line Item	Description	Line Item	Description	
Animal Serv.	general fund	401 82 2 208	electricity	401 82 2 212	water, sewer, trash	\$ 25.00
Commission	general fund	401 5 2 209	heating, gas, propane	401 5 2 212	property/liab. Insur.	\$ 4,489.00
Commission	general fund	401 5 2 209	heating, gas, propane	401 5 2 207	telecommunications	\$ 575.00
Commission	general fund	401 5 2 273	IRB Legal Service	401 5 2 273	legal services	\$ 3,000.00
Dist.6 VFD	fire allotment	418 91 2 248	safety equipment	418 91 2 201	vehicle maint./repair	\$ 1,000.00
Road	road	402 62 2 256	road materials	402 63 2 286	road materials	\$ 12,721.00
Road	road	402 62 2 256	road materials	402 64 2 256	road materials	\$ 5,989.00
Manager	general fund	401 10 2 102	full time salaries	401 10 2 202	fuel	\$ 6,500.00
		TOTAL				\$ 34,299.00



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: Animal Services

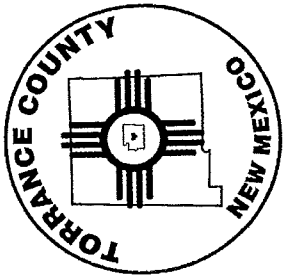
My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-82-2208	Electricity	401-82-2210	Water/sewer/trash	\$25.00
Reason for Transfer:				
Due to an unexpected expense early in the year, we came up short for the final bill.				

Antonio... [Signature]

9/30/17
Date

Signature



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department:

Commission

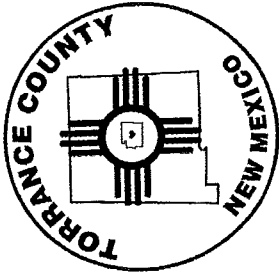
My department hereby requests that the following line item transfer(s) be made to the budget:

Transfer From:		Transfer To:		
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer \$
401-05-2209	heating/gas/propane	401-05-2212	property/liab.insurance	4,489.00
401-05-2209	heating/gas/propane	401-05-2207	telecommunications	575.00
401-05-2273	IRB Legal Services	401-05-2273	legal services	3,000.00

Reason for Transfer:
to cover deficit line items.

[Signature]
Signature

[Date: June 8, 2017]
Date



TORRANCE COUNTY

Line Item Transfer Form

District 6 VFD

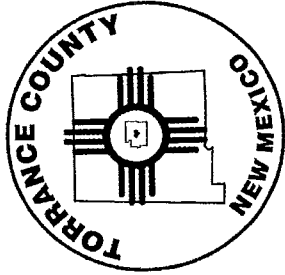
Requesting Department:

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

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
418-91-2248	Safety Equipment	418-91-2201	Vehicle Maint/Repair	1,000.00
Reason for Transfer:				

Hanna Sanchez
Signature

5.23.17
Date



TORRANCE COUNTY

Line Item Transfer Form

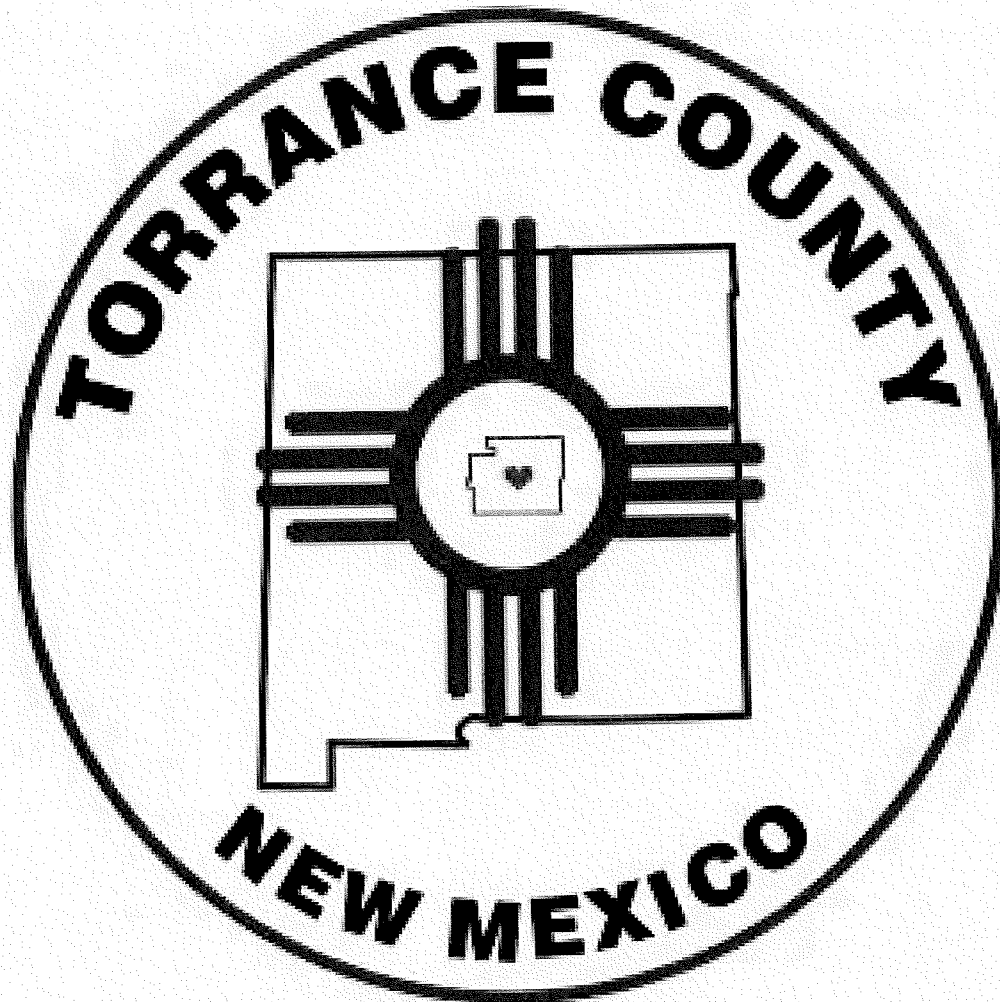
Requesting Department: Road

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

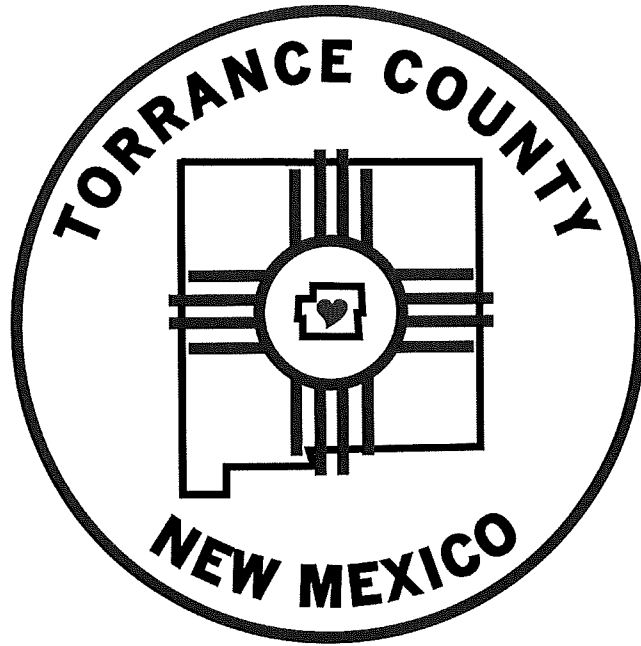
Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
402-62-2256	road materials	402-63-2286	road materials	\$ 12,721.00
402-62-2256	road materials	402-64-2256	road materials	\$ 5,989.00
Reason for Transfer:				
funds were allocated on the wrong project				



*Agenda Item
No. 15*



*Agenda Item
No. 16*



COUNTY MANAGER UPDATE