TORRANCE COUNTY
COMMISSION MEETING
SEPTEMBER 13TH, 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

September 13th, 2017
9:00 A.M.
Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: August 23rd, 2017
Approval of Meeting Agenda
Approval of Consent Agenda:
1. *Approval of Checks*
2. *Indigent Claim(s)*

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.)

Presentation(s):
a) 2017 Tax Rates
   a. Tax Rate Setting Order – Jessie Lucero, Deputy Assessor
b) Department of Finance FY2017-2018 Budget Approval Letter – Amanda Tenorio, Finance Director
c) 2018 NMAC Legislative Priorities
   a. Resolution 2017-043 A Resolution Supporting the 2018 Legislative Priorities of the New Mexico Association of Counties

**** Department Requests/Reports:***

1. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
2. Pharmacist Professional Services Agreement between Torrance County and John Alvis, RPh – Lester Gary, Fire Chief
3. Adoption of Use & Documentation of Medications Standard Operating Guidelines – Lester Gary, Fire Chief
4. Adoption of Emergency Medical Services Protocols – Lester Gary, Fire Chief
5. Service Agreement between Torrance County and Waste Management (District 2, Main Station) – Lester Gary, Fire Chief
6. Service Agreement between Torrance County and Waste Management (District 5, Main Station) – Lester Gary, Fire Chief
7. Resolution 2017-044 Cash Transfers & Line Item Transfers Between Funds – Amanda Tenorio, Finance Director
8. Resolution 2017-045 Budget Increase – Amanda Tenorio, Finance Director
9. Resolution 2017-046 Line Item Transfers – Amanda Tenorio, Finance Director
10. LAKIP-H for TCJJB – Jenea Ortiz, Continuum Coordinator JJJB
11. Request Payment of Invoice for Purchase(s) Made without Following Procurement Procedures– Sheriff Heath White

Commission Matters:

12. CCA Letter
13. Review Proposed Revision & Amendment to Ordinance 94-12 Section 13.E 7 Resolution 2016-18A
    a. Amendment Wording Change

County Manager Requests/Reports:

14. Ratification of Memorandum of Agreement between Torrance County and Presbyterian Medical Services Concerning Allocation of Funds
15. Ratification of LDWI Grant Agreement 18-D-G-31 Tracey Master, DWI Prevention Coordinator
16. Prudential Overall Supply Service Rental Agreement(s) for Admin. Building & Judicial
17. Resolution 2017-047 Indigent Burial
18. 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.

EXECUTIVE SESSION:
As Per Motion and Roll Call Vote, Pursuant to New Mexico State Statute Section 10-15-1, the Following Matters Will be Discussed in Closed Session:
a) Pending Litigation related to Filippi, et al v. Torrance County, Section 10-15-1(H)(3)

Adjourn

Minutes

DRAFT COPY
TORRANCE COUNTY COMMISSION MEETING
AUGUST 23, 2017

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

OTHERS PRESENT: BELINDA GARLAND-COUNTY MANAGER
ANNETTE ORTIZ-DEPUTY COUNTY MANAGER
DENNIS WALLIN-COUNTY ATTORNEY
LINDA JARAMILLO-COUNTY CLERK

MEETING CALLED TO ORDER

- **Chairman Sanchez** Calls meeting to order at 9:02 AM.
- **Mr. Dennis Wallin** Pledge of Allegiance
- **Ms. Betty Cabber** Invocation

- APPROVAL OF MINUTES:
- **Chairman Sanchez** Moves to approve minutes of August 9, 2017 Regular Commission Meeting.
- **Commissioner Frost** Seconds the motion.
- **Madam Commissioner DuCharme** asks for corrections to page 3 of minutes where it states Madam Commissioner DuCharme District 1 and Commissioner Frost District 2.
- **All in favor: MOTION CARRIED**

APPROVAL OF MEETING AGENDA:

- **Madam Commissioner DuCharme** moves to approve meeting agenda.
- **Commissioner Frost** Seconds the motion.
- **All in favor: MOTION CARRIED.**

APPROVAL OF CONSENT AGENDA

- Approval of consent agenda will be revisited later in the meeting due to the fact that the consent agenda was not included in the Commission packets.
- **Commission Frost** Moves to approve meeting agenda.
- **Chairman Sanchez** Seconds the motion.
- **All in favor: MOTION CARRIED.**
- **Chairman Sanchez** Can you tell me more about the payment to CoreCivic on page 9.

- **Ms. Olivas** The payment for $72,004.75 was a previous payment that was lost in the shuffle as well as the $254,000.

***ACTION ITEMS**
ITEMS TO BE CONSIDERED AND ACTED UPON

Presentation(s)

a) FY16 Audit Presentation-**Josh Trujillo**, REDW

❖ **Audit report available in the Clerk's Office**

- **Mr. Josh Trujillo** Audit Principal with REDW out of Albuquerque, N.M. The audit for Torrance County was released on Aug. 8, 2017 by the State Auditor's Office and they are required to give an update in an open Commission Meeting. We did previously have an exit conference meeting with the Commission in a closed session where they went over the specific details of the audit and the findings. This audit was for fiscal year ending on June 30, 2016. One of those findings is that the Audit was submitted late. It should have been submitted in November of 2016. The audit for fiscal year 2017 will begin soon.

  The audit can be found on the State Auditors Website. There are 3 reports that they issue. One report relates to the financial statements of the county. The auditors found that the numbers in the financial statements of the county are materially accurate. The second report is on internal controls. In that report they identified 8 total findings that are reported in different types of areas. Of those 8 findings 3 of those were repeated findings from the previous year. There were five for the 2016 audit. The other side of that is that is that in 2015, 7 were found and 7 of them were resolved during the year. Four findings from last year were resolved and 3 were repeated.

  The other report deals with laws and regulations. These laws and regulation are mainly related to the State Auditors laws and regulations and compliance with those rules. Of those 8 findings 2 were related to the State Auditor rules. This completes his audit report.

b) Workforce Connection-**Saul Araque**

- **Mr. Saul Araque** He is with the Workforce Connection office in Moriarty. They are a state agency who helps state employers with their staffing needs. They offer financial aid such as grants and scholarships for those who want to go to school. He is here to affirm his commitment to the community. They serve Torrance County and the entire East Mountain area. Currently they are assisting those who have been laid off at CCA to find new jobs or want to go back to school.

  Mentions all the employers he has worked with in Torrance County and the East Mountains. They offer subsidies to employers who hire new individuals who are low income by reimbursing the county with 50% to 75% of their wages from 4 to 7 months. They offer 50% of the wages for those who are promoted within a company. They pay up to $5000.00 for schooling for different positions.

***Public Hearing:** Consider an Appeal to a Zoning decision filed by Dennis May regarding the property located at #4 Turner Ridge Rd. on multiple lots in Tract D of the Bella Vista Subdivision.

A. Consider P & Z determination that Dennis May exceeded the limitations of his "Non-Conforming" use of his property

- **All who speak will be sworn in by Dennis Wallin, County Attorney.**
- **All documents hereto attached.**

- **Mr. Dennis Wallin, County Attorney** This is an appeal under the zoning ordinance in section 25. Commission will be sitting in as a quasi-judicial capacity. This matter has been litigated previously in Magistrate and District Court and is currently pending in the Court of Appeals. Planning and Zoning made the determination that it is an ongoing violation and submitted a notice of violation to Mr. May. Mr. May claims he has a non-conforming use certificate issued in 1990 and because of this he is not in violation. The County's view is that he has expanded the use and has been using the property outside the non-conforming use certificate. Mr. May

has been given his due process under section 25 in the Zoning Ordinance to contest the department's decision.

He will act as the moderator in these proceedings. Both parties will be allowed to present their case. They are subject to cross examination both by the public and the department. The Commission has thirty days to render a decision.

- **At this time I am reminded that separate CDs should be used for the public hearing, Dennis Wallin agrees and I begin a new CD.**

- **Mr. Wallin** Mr. May, if you have any documentary evidence, you need to provide me with a copy of these documents so he can mark them as evidence and keep a complete file for future use. Mr. May, you have the right to testify, call witness on your behalf and will be subject to cross examination. Mr. May have I sufficiently stated the issue?
- **Mr. May** No, not sufficiently.
- **Mr. Wallin** Could you expound on this?
- **Mr. May** I am here on a zoning appeal. It has a much broader scope based on the performance of the zoning officer. It is based on the current action taken by him and previous actions taken by him.
- **Mr. Wallin** That may be an argument for the courts. The argument here is the decision that you have exceeded your non-conforming use. We will not get into demeaning public employees in this hearing.
- **Mr. May** First piece of business is a letter by Mr. Jim Summers, former Commissioner and Chairman of the committee who wrote Ordinance 90-3. He would like to read it into the record.
- **Mr. Wallin** Is Mr. Summers here for cross examination?
- **Mr. May** No he is not.
- **Mr. Wallin** This is generally considered to be hearsay and the letter is not signed by Mr. Summers. He will allow it in and mark it as "Appellant Exhibit 1". No reason to read the letter since all Commissioners have a copy.
- **Mr. May** Refers to a packet he has submitted. Begins with letter from P & Z dated in 1990.
- **Mr. Wallin** Who has this packet?
- **Mr. May** He submitted 8 packets to P & Z as directed.

- **Mr. Wallin** Do you want to submit individual items as evidence or the complete packet?
- **Mr. May** The complete packet.
- **Mr. Wallin** Packet will be marked as "Appellant Exhibit 2." Organized in sections A through E.
- **Mr. May** He was given a packet by Mr. Acosta. Will this also be entered?
- **Mr. Wallin** That will be up to them.
- **Mr. May** Letter in packet basically states that all property owners were contacted and had 6 months to comply. Page 2 is a questionnaire. They sent back a certificate of non-conformance with the words "Turner Ridge PL (Pre-Platted Lands) with date 4/20/1990". At the bottom of the page the date of the notification was 10/10/1990. The ordinance went into effect on 10/20/1990. Most notable of sheets sent to him is under the definitions on page 5 of his packet which states that the word "shall" and "must" are mandatory and "may" is permissive.

  Reads page 6, item 19 nonconformities: Are any structures or any portions thereof or uses of any land or structures or lots which do not conform to the regulations of this ordinance but which lawfully exist on the effective date of the regulations to which it does not conform.
- **Chairman Sanchez** I have gotten lost in the presentation.
- **Mr. May** I have numbered my pages so I could keep track and am sorry for not doing that with those presented to the Commission and others. Goes to Mr. DeCosta' s evidence and on page 5 it states the same thing about non-conformities. On page 5 he circled the word "variance" but the certificate of non-conformance is not a variance per se. Item 30 refers to a wall used as a visual screen. Under general provisions when this ordinance was enacted, County Solid Waste Ordinance 89-1 was in effect. He is bound by 89-1 since it was in effect when he received his certificate of non-conformance. The certificate of non-conformance stops when the certificate is signed and he is no longer tied to the continuing ordinance.

  Reads page 9, pre-platted lands district (PL): The zone district provides for the appropriate development of pre-platted subdivisions which are not considered adequate by current planning or environmental standards. Zone districts comprised of certain subdivisions platted and placed on

record in the County Clerk's Office prior to 1973, often held multiple ownership and were substantially undeveloped.

Reads page 52 in section 19, this deals with the zoning officer which is appointed by the county board. Mr. DeCosta works for the county board and makes the county board liable for his actions. Section 17 deals with non-conformities and states that within the zone districts there exists lots & structures and uses of lots and structures which were unlawful before this ordinance was passed or amended but would be prohibited or restricted from the terms of this ordinance. It is the intent of this ordinance to allow for these non-conformities to continue until they are removed but not encourage their survival.

- **Mr. Wallin** With respect, Sir. The Commission can read the ordinance so we don't really need to go page by page of the ordinance. What you need to do is present evidence and then you are entitled to argue how your evidence fits the ordinance. Encourages Mr. May to get to what his testimony is going to be, call his witnesses and get the facts on the record and then the Commission can apply the law to the facts.
- **Mr. May** This is his testimony and this is the fact.
- **Mr. Wallin** He does not mean to be argumentative and wants to give him his right to a fair hearing but you are reading the ordinance and you do not need you to do that. You need to testify how your property and the non-conformity of your property does not fit the ordinance.
- **Mr. May** Reads certificates of non-conformance from ordinance. Non-conformities shall be identified and issued certificates of non-conformity as determined by the zoning officer. Upon receipt of a written notice by the zoning officer it shall be the responsibility of the owner of the non-conformity property to obtain the certificate of non-conformance from the zoning officer within 60 days.

Reads non-conformities allowed: A non-conforming use existing at the time this resolution takes effect may be continued under the certificate of non-conformance. The authority to continue under non-conformity use is transferrable to successors. A continuing non-conformance use may also be referred to as a grandfathered use.

He has owned this property since 1981 which falls pre-1990 Ordinance. He was notified by the county about his business license and they decided what was needed such as a conditional use or a certificate of non-conformance and they chose non-conformance. The ordinance states that the non-conformance is not subject to amendments and the stack of evidence given to him by P & Z contains ordinance amendments all the way up to 2008 and that is what he is being charged under.

Everything on his property is covered under the non-conformance certificate and related to his business and this is an attempt to take his ability to perform that business. Packet 2 is 89-1 which is the Solid Waste Ordinance which defines solid waste as any garbage, refuse, or sludge from a sewage treatment plant or water treatment plant or any air treatment facility. It defines disposal as depositing of any solid waste or constituent thereof that may enter the environment. Storage is defined as the containment of solid waste either on a temporary basis or for a period of years in such a manner as to not to constitute the disposal of such solid waste.

He included 91-3 to reaffirm the constitutional right of private property owners regarding both reasonable economic use, private property rights and investment backed expectations. A salvage yard definition did not exist until 1994. He reads: a salvage yard is an enclosed storage building and outside area where 2nd hand materials are bought, sold, stored and exchanged. Not limited to paper, metal, textiles, glass and components of motor vehicles.

In his business a video game comes in and if it is serviceable it gets stored and worked on. If it is not serviceable it gets stored outside under the certificate of non-conformity. These items can be stored for years awaiting disposition. Item 5-Sec-5B-28, mentions 6 or more vehicles. In his business he had 5 drivers, each with their own vehicles. He had 4 service vehicles plus his own personal vehicle and a vehicle collection he has been working on. To be forced to fall under 2001-2 Ordinance Amendment would severely restrict the business, personal family vehicles and his vehicle collection. He legally had these vehicles on his property when this amendment was passed.

Page 5 shows the definition of a salvage yard in 1994 and the 6 or more vehicles from the 2001 Amendment. Those two together combined with the certificate of non-conformance makes it exempt. He can't be charged under this because they already existed. They are not retroactively enforceable and start on the day that they are passed. This is what Mr. Summers is alluding to in his letter.

His position is that his certificate of non-conformity which was written in 1990 under the 1989 Solid Waste Ordinance is valid. Page 54 under violations and enforcements talks about corrective action requiring discontinuance of illegal use of land or taking any other action to ensure compliance with or to prevent violations of provisions of this ordinance. Does this not go back to the zoning officer which states "he or she shall issue certificates of non-conformance"? If it doesn't conform to the ordinance and it doesn't have a place in the ordinance to conform to, the only other option is for the officer to issue the certificate of non-conformance again.

Every time this Commission passes an amendment it is the officer's job to go out and find the non-conforming properties and issue certificates of non-conformance. That is his understanding of how this system should work. References a letter from P & Z officer Ledbetter in which they came to an agreement to put up a fence across the public access and to move the facility to the back of the property. He complied.

- **Mr. Wallin** With all due respect, Sir, the commission can read all of this. In the interest of time, Sir, and in the interest of your case and because he believes he is losing everybody, you really need to get to your testimony.
- **Mr. May** The last page is Mr. Ledbetter's response to his letter of information. It basically says that on behalf of the citizens of the county and the County Commission he wishes to thank him for his cooperation in this matter and truly sorry for the misunderstanding. This matter has been closed as of May 27, 2008. Charges were dropped.

Six years later he gets another set of code violations stating the same thing. When he presented the same argument to the new set of code violations to the new zoning officer, he refused it and started quoting amendments,

to amendments, to amendments to the ordinance. And that is where we are today. A salvage yard is an amendment to the 1994 Ordinance. He had his salvage yard since 1983.

He references a return letter from Mr. DeCosta about his business registration for J and D Enterprises/Services and Video Amusements. That is what the certificate of non-conformance says he does. Mr. DeCosta, in this letter, says his business registration and non-conformance use certificate is only to be used to keep either services equipment without a retail outlet or run video amusement business. Document does not allow for a salvage yard or solid waste violations.

He does not have any solid waste violations because he is under 89-1 of the Solid Waste Ordinance and the salvage yard comes from an amendment of an amendment to the ordinance which is outside the scope of his certificate of non-conformance.

- **Mr. Wallin** Mr. May, you have already been to court on this, convicted and have an appeal in the Courts of Appeals. There is nothing that this Commission can do with regards to that. You really need to speak to the issue at hand.
- **Mr. May** He is getting to that and this Commission has more power than you give them credit for in solving these kinds of issues.
- **Mr. Wallin** Does not want to be argumentative but wants to point out that he is being represented by council in the Court of Appeals on these very issues. Does your attorney know that you are here?
- **Mr. May** Yes, he does. The problem resurfaced again in 2016 which is what he is contesting. He references the criminal complaint by Mr. DeCosta which says he has 4 violations of Ordinance 90-3-Sec 11-B-Salvage Yards. Salvage yards are not allowed by permissive use in the RR (rural residential) zoning. He switched zonings in mid-stream from PL (pre-platted lands) which is what his certificate of non-conformity sites. The criminal summons says the same thing. That is what he is fighting in the appeals court because he does not own land in RR district.

His whole driving force is that anything that is in place when an ordinance takes effect and you have a certificate of non-conformance, makes you legal. You were there before the ordinance. Last thing he has is on page

labeled as Section E which is the reason he is here today. Reads from the letter dated 11-8-16 from Dan DeCosta. It reads: Please be advised that everyday your property is in non-compliance 30 days after conviction, that each day is considered a separate offence under the Torrance County Zoning Ord. 90-3-27 and also under the Solid Waste Ordinance 94-12-16-C. This letter should not have gone out under the law. Goes through all citations. There is nothing in the ordinance that says he cannot take a mobile home, gut it and then use it for storage. No violation should have been issued.

If this continues he will have to take legal action. He is here today because this needs to stop. He has been in compliance since 1990. He had one zoning officer that said he was in compliance. He has a new zoning officer that says he is not. If a new zoning officer is hired will he have to go through this all over again? Does the new zoning officer need to sit down with him and write out 15 certificates of nonconformance to bring him into compliance? It is a matter intimidation and misrepresentation of the ordinance. What he's got on his property does not pose a health hazard. He does not have to go with the amendments. His property and what he has on there was there before the amendments and stays there under the certificate of non-conformance.

- **Mr. Wallin** Do you have any other documentary evidence you would like to submit?
- **Mr. May** He produces a map dated 1997 that was used by rural dispatch to help direct emergency county services to rural parts of the county. Objects and land marks were identified to help those unfamiliar with the territory they were headed to. This was before GPS. He points to the location of his place that has a notation of "old cars." This was before he had to put up his fence and moved everything back. His cars have been there a long time and under 66-11-1 thru 5 in the Motor Vehicle Code he is allowed to have collector vehicles.
- **Mr. Wallin** This will be "Appellate Exhibit 3." Are there any questions for Mr. May.
- **Madam Commissioner DuCharme** Mr. May, which constitutional rights do you feel are being violated?
- **Mr. May** Right now it is with P & Z's concerted efforts to find out who owned the vehicles on his place. Going so far as to filing for a search

warrant to obtain VIN numbers and license plate numbers. They actually subpoenaed a motor vehicle employee to supply them with this information. His vehicles go back to the early 70's up to 78. As far as registrations, he acquires them as he needs them. He just registered his 1977 Cordova which turned 40 this year. When he gets a chance and with retirement fairly close he was going to devote a lot of his time to his car collection and restoring the video games that he has and start reducing his supplies.

The other issue is with the mobile homes being used as storage. If he has to remove those mobile homes that means that the video games, which have a dollar value, as does all his other things on his place, will have not storage. This is what the county is trying to take away from him. His video games are not junk. If they sit outside they are getting close to being junk but I have not determined that yet. At some point it could have scrap value. As a business owner he has the right to determine that. That is why he has a certificate of non-conformance.

- **Madam Commissioner DuCharme** When you filled out the form to be in front of the Commission, what was your hope to achieve? What did you expect from the Commission?
- **Mr. May** What he is expecting from this Commission is to uphold the Torrance County Ordinance. The Torrance County Ordinance allows for a certificate of non-conformance and the rules and regulations for that certificate say that it is exempt from amendments. In other words the Commission cannot go back on its word and say you cannot have more than 6 vehicles. It is not going to happen because of his certificate of non-conformance. It is not retroactive.
- **Madam Commissioner DuCharme** Mr. May, Mr. Wallin mentioned that this issue was in Magistrate Court and District Court. If this Commission says that your certificate does allow you to have your business, will this not contradict the decisions made in Magistrate and District Court?
- **Mr. May** There is currently a case in Magistrate Court that he is appealing. If he had known of the option of appealing he would have done it 3 years ago. There is no mention of an appeal in a zoning violation document which is different from a police citation. If the Commission agrees with him then they can direct the zoning officer to drop those charges. The Commission has the power to that.

- **Madam Commissioner DuCharme** What you are saying is that you are being prosecuted for the same thing, a second time.
- **Mr. May** The first one has not been cleared out of court yet. It is still in appeals.
- **Madam Commissioner DuCharme** When you went to the Magistrate and District Court did Mr. Summers testify there?
- **Mr. May** No, he did not. The problem with the Magistrate and District Court was that he was assigned a public defender. The first public defender walked him into a room and asked him how long it would take him to clean up. He told him he had a certificate of non-conformance. He told him he couldn't take his case and he was handed over to the second one and that took 6 weeks to complete. The public defender told him the P & Z Officer said you were in non-compliance. He answered that he was not and the officer had to prove it and it went downhill from there.
- **Madam Commissioner DuCharme** She remembers that he was already in front of the Commission and Mr. Summers was here to testify. She believes that the letter presented today comes from him. She would like to read it for the record.
- **Mr. Wallin** Cautions Madam Commissioner DuCharme that she is a judge in this matter.
- **Madam Commissioner DuCharme** Then Mr. May can read the letter.
- **Chairman Sanchez** You have been meticulous throughout. Why did Mr. Summers not sign the letter?
- **Mr. May** Mr. Summers emailed him the letter because it was a last minute decision to take his wife to the doctor or be here. Mr. May reads the letter dated 8/22/2017. **Letter hereto attached.**
- **Mr. Wallin** Mr. May, do you have any witnesses or any other documentary evidence you would like to present today?
- **Mr. May** No.
- **Mr. Wallin** At this time the P & Z staff will present their case. Documentary evidence are exhibits 1 thru 7. These will be labeled. "Staff Exhibits 1 thru 7."
- **Mr. DeCosta, Code Enforcement Officer** He would like to draw attention to two exhibits. One is the certificate of non-conformance which is labeled as 4B at the bottom and issued on 10/17/1990. Exhibit notations are from another court case. The other is Mr. May's business application which was

issued on 12/01/1993 which states the nature of his business as being video amusements.

Exhibit is exhibit 3 which is the most recent picture from our GIS which shows Mr. May's 6 lots. Presents a Google Earth picture dated May 1991. Mr. May was given his certificate of non-conformance in 1990. Points out driveway and 6 lots owned by Mr. May.

- **Chairman Sanchez** His picture is very indistinguishable.
- **Mr. Wallin** Mr. Wallin agrees. This document will have to be substituted.
- **Mr. DeCosta** The picture dated October 1996 and marked 4E. Points out items on lots. He counts about 6 cars on the lots and mobile homes. This is the first time the mobile homes appear on the property. Picture dated December 2003 marked as 4F which is basically the same as the 1996 picture. Next picture is dated July 2005 marked as FG. Now you can start to see a bit of a difference from past pictures. Cars are lined up towards the middle of the property that were not there before. Next picture dated March 2006 marked as 4H which is about the same as previous picture shown.

Picture dated Aug. 2009 marked as 4I is where the differences begin to show up such as quite a few more vehicles than were there before. Next picture dated Aug. 2011 marked as 4J is approximately the same. Next picture dated September 2012 marked as 4K shows approximately the same vehicles and other structures which are on the property as of today. There a lot more vehicles on the property now. Non-conformance was given in 1990.

Exhibit 4 is the search warrant to show that pictures he is going to show were obtained legally. There are 29 pictures **hereto attached**. These picture will give the Commission an idea of what is on the property in question and why they chose to prosecute. There are pictures of debris and refuse such as remnants of video games and remnants of what was once the floor of a mobile home. Pictures of mobile homes, inside and out, which show items in storage. There are pictures of all automobiles on site at different stages of wear. Pictures of several appliances out in the open. There are car parts in the open and tires stacked up. Video games inside mobile home storage. There are piles of old lumber and piles of a

combination of all of the above. There is a picture of a propane tank and what looks like an oil tank. There are 4 mobile homes on the property. Some pictures show lumber which has rotted out.

- **Ms. Belinda Garland, County Manager** When VIN numbers were acquired as search warrant stated, were title transfers done?
- **Mr. DeCosta** They have not gotten the subpoenaed results from the state, yet. They did get information from the Motor Vehicle Dept. and found that most of the vehicles are in Mr. May's name. They are not contesting that there was a non-conformance certificate issued. They are not contesting that Mr. Ledbetter sent out a letter to Mr. May that he was in compliance.

The decision they made to prosecute was heard in Magistrate Court and District Court. Judge Sweazea went to the property and walked through the property with the permission of the owner and his attorney. They believe that Mr. May was out of his prevue of his non-conformance certificate. He has a certificate that allows him to run a video and arcade business. As you can see from these pictures, this is not a video arcade business.

There are video games outside that are rotting out and there are some inside but the majority of it is salvage material. We believe that Mr. Ledbetter made an error in allowing Mr. May to continue and that is why they chose to prosecute. They made numerous offers to Mr. May to give him time to sell his cars and try to make some money from them so he could clean everything up. In his sentencing he was given 4 months to accomplish this. He did nothing. There are close to 30 pictures here. A picture is worth a thousand words.

- **Mr. Wallin** Any questions for Mr. DeCosta?
- **Mr. May** In the trial, did not Judge Page discount all the aerial pictures due to the fact that they could not be documented.
- **Mr. Wallin** That is not an issue here. The evidence that the court considers and whether or not the evidence meets courts rules is totally different from the administrative rule here.
- **Mr. May** In photo dated 2003 the quality is not good enough there to determine what there is on the property. It was mentioned that in the picture dated 2005 there was a lot of stuff that appeared. This is the date that a fence was built and items were moved to the back of the property.

Do you have any clearer pictures of this?

- **Mr. DeCosta** This is what he has today but if he will look at the GIS, the one with the GPS coordinates, he would say the 2012 photos are pretty clear.
- **Mr. May** What does the certificate of non-conformance say?
- **Mr. DeCosta** What part?
- **Mr. May** What's authorized.
- **Mr. DeCosta** Stores and services company equipment and no retail outlet.
- **Mr. May** Am I allowed to explain photos?
- **Mr. Wallin** You are just asking questions.
- **Mr. May** What actually prompted the 2014 investigation?
- **Mr. DeCosta** There was a complaint which he cannot divulge. They wanted him to go check out the property.
- **Chairman Sanchez** May we know the origination of the complaint?
- **Mr. DeCosta** This was in 2014 and was not a written complaint but a phone call from one of the neighbors. He would have to go back to his notes to determine who that caller was.
- **Mr. May** I did some clean up. But you said the county did not accept it.
- **Mr. DeCosta** Remembers some cleanup but he told Mr. May that the small amount of clean up was not acceptable.
- **Mr. May** Can you tag any of this as being in an unsanitary condition or a risk to public health?
- **Mr. DeCosta** I would say that it is a health risk to the public as a fire hazard. What he noticed inside the mobile homes is a lot of stuff packed in and spontaneous combustion could have happened. It wouldn't take much to cause a spark that could start a fire that could not be easily put out.
- **Mr. May** But these were inside the mobile homes away from public view.
- **Mr. DeCosta** There were things inside the mobile home but most of the pictures were taken outside the mobile homes.
- **Mr. May** But outside of public view.
- **Mr. DeCosta** That is not true. There is a road that is to the east of the property. It is not a maintained road but you do not have a fence up on that side. If you look at the GIS picture you will see Turner Ridge Rd. and to the north of that you can see a road on the back of the property where you can see into his property.
- **Mr. Wallin** Does anyone have any questions of the staff? Does the Commission have any questions?

- **Madam Commissioner DuCharme** Mr. DeCosta, Mr. May mentioned that when he received a certificate of non-conformance, PL was shown as the zoning in that certificate. When you filed charges against Mr. May you mentioned RR zoning. Is this the same zoning and how significant is this?
- **Mr. DeCosta** PL zoning is pre-platted lands, which were created in the 70's and were smaller lots. When the ordinance came along in 1990 these were grandfathered in. In PL zoning you cannot make the lots larger but you can join them together. In the ordinance where it mentions PL it makes reference to RR. Basically PL is under RR (Rural Residential Zoning).
- **Mr. Wallin** PL is a subset of RR because it was platted before the Zoning Ordinance. They are essentially interchangeable.
- **Mr. Allen, Attorney representing P& Z** The way that the zoning ordinance was written when it goes to the permissible uses, instead of listing them it refers to RR. That is why the charging documents refer to RR.
- **Madam Commissioner DuCharme** Would mentioning PL zoning be of more benefit to Mr. May?
- **Mr. Allen** For these purposes, no, they are identical.
- **Mr. May** What was just discussed was the difference between PL and RR zoning. PL is distinct and has permissive uses and conditional uses listed in the original 1990 ordinance. When were the two combined as an amendment?
- **Mr. DeCosta** In permissive conditional uses revised Ordinance 2008-003, page 19 and dated 4/23/08. Obviously an amendment.
- **Chairman Sanchez** The non-conformance mentions storage of service company equipment/no retail outlet. How do we define those allowances?
- **Mr. DeCosta** I went off the definition of a salvage yard and also the Solid Waste Ordinance definition.
- **Chairman Sanchez** The photographs that were presented, do they illustrate the current condition of the property?
- **Mr. DeCosta** These are from the middle of June. In viewing the photographs he has a question for Mr. May. Do the photographs illustrate storage of services of company equipment?
- **Mr. May** Yes, they do. Everything on the property has serviced the company at one time or another. Whether or not it is still servicing the company is a matter of question.

- **Chairman Sanchez** Does the post tense application of the validity of the equipment have any bearing on whether said equipment would be defined as salvage or as services company equipment.
- **Mr. May** The business license from the county had 5 categories. He fit none of the categories except for the last which was services. I don't produce anything, don't sell anything and I do not make food. I provide a service in the broad scope of what he was doing, at that time. There was no definition of those services.
- **Chairman Sanchez** Is there any equipment that might be termed, salvage?
- **Mr. May** Yes, there is. Everything on his property has a value. The definition of junk, debris and junk is open to speculation. Yes, there is salvage there from video games and prior things to the video games.
- **Chairman Sanchez** At what point does the storage of service of company equipment become salvage.
- **Mr. DeCosta** Of all the 23 to 24 vehicles on the property that they researched, 4 or 5 were titled under his business name the rest were titled under his personal name.
- **Chairman Sanchez** Do we have any definitions in our zoning ordinance that addresses my question?
- **Mr. DeCosta** Yes, if you look on page 6 of Exhibit 1 it states that a salvage yard means an enclosed building or outdoor area used where second hand materials are bought, sold, exchanged, stored, processed or handled. Such materials include but are not limited to metals, paper, textiles, glass, 3 or more un-registered vehicles excluding agricultural equipment and components of motor vehicles. This definition does not include solid waste, transfer stations or sanitary landfills. We also have a definition in the Solid Waste Ordinance of what solid waste is which can be provided at a later date.
- **Ms. Garland** Was there an application for the certificate of non-conformance back in 1990?
- **Mr. DeCosta** He believes the application was the certificate.
- **Chairman Sanchez** Were any of the vehicles not registered?
- **Mr. DeCosta** Yes, out of the 34 or 35 vehicles that were on the property about 5 or 6 were registered.
- **Mr. Wallin** We are here today to decide if you, the Commission, are going to reverse the decision made by P & Z that Mr. May has exceeded his non-conformance certificate. You are not replacing the court on the violation.

- **Madam Commissioner DuCharme** Mr. May, Section a, page 4, under # 19- no-conformities, gives the definition of that term. It says a non-conformity are any structures or portions thereof or uses of any land or structures or lots which do not conform to the regulations of this ordinance but which lawfully exist on the effective date of the regulations to which it does not conform. Which is the effective date?
- **Mr. May** The effective date is October 20, 1990.
- **Madam Commissioner DuCharme** How many vehicles and storage units did you have at that time?
- **Mr. May** His educated guess would be 4 storage units and 1 or 2 areas where he had open storage. He had several private vehicles, 2 route trucks and 2 route vehicles.
- **Madam Commissioner DuCharme** How many storage units do you have now?
- **Mr. May** One of the storage units he constructed about 1985 and during the late 80's and early 90's I acquired several mobile homes through the services company.
- **Madam Commissioner DuCharme** After 1990?
- **Mr. May** Correct.
- **Madam Commissioner DuCharme** What about vehicles? How many do you have right now?
- **Mr. May** With the number of vehicles that zoning has, of those, some belong to his mother and her family. The officer came up with 26 or 28 on the property which the majority are collector vehicles under the N. M. State Motor Vehicle Code.
- **Madam Commissioner DuCharme** When she reads this definition, I understand that the certificate of non-conformity applies to what you had in 1990 and not after. Do you have the same understanding?
- **Mr. May** The non-conformity section also says that the non-conformity certificate may be continued. Therein lies the problem in defining what that actually means. I have a business, the business expands, and I am allowed to expand within the property lines to maintain the storage capabilities for the business. My interpretation is that since it has continued it may be continued under the certificate of non-conformance. It is a continual process.
- **Madam Commissioner DuCharme** A continual process of what it was at that time but not to add to it.

- **Mr. May** There is where the problem lies. I am allowed to continue under the non-conformance act.
- **Madam Commissioner DuCharme** She read another definition under section 17, page 23: Within the zone districts established by this ordinance there exits lots, structures or uses of land and or structures which were lawful before this ordinance was passed or amended but would be prohibited or restricted under the terms of this ordinance. It is the intent of the ordinance to allow these non-conformities to continue until they are removed but not to encourage their survival.
- **Mr. Wallin** You are right on what the issue is and if you will continue to page 24 part D it talks about expansion. Basically if you have a grandfathered in provision you can continue that use but you can't expand on it. What he argued in court is if the town of Estancia has an ordinance that I can no longer have pigs in my yard but I had 2 pigs when it went into effect then I can have those 2 pigs if I get a certificate of non-conformance but I cannot have a pig farm. Has Mr. May expanded on his non-conformity certificate? The P & Z has determined that he has.
- **Madam Commissioner DuCharme** Mr. May, do you see expansion under D?
- **Mr. May** Yes, he does but it also states that, however, any addition to a lawfully conforming building shall not be deemed as an extension. If I have a trailer already and pull one up beside it and punch a hole in it so I can move equipment from one to the other is that called an expansion or is it called an extension?
- **Madam Commissioner DuCharme** Under D-Section 17 on page 24 on expansion it reads: A non-conformity shall not be enlarged, expanded or extended however the addition of a lawful use to any portion of a non-conforming building shall not be deemed as an extension of such non-conforming building. It is a kind of a contradiction here.
- **Mr. Wallin** It is not the best language.
- **Mr. Allen** In Mr. Wallin' s pig analogy if he decides that in his pig pen he will raise chickens or something else that is lawful, that would not be considered an expansion of his non-conforming certificate.
- **Madam Commissioner DuCharme** So if a 3rd pig is added, it should be removed according to this language.
- **Mr. Allen** Yes.
- **Mr. Wallin** In the interest of time, a 5 minute rebuttal from both sides might be appropriate at this time.

- **Mr. May** He has dealt with these sorts of issues since the certificate was issued. The first time was in 2005 and again in 2008. It was decided at that time that what was existing on the property was within the non-conforming agreement. What the Commission has to do is decide which one is right, now, and if the decision made earlier was wrong. Section 10, PL (pre-platted lands) district is totally separate and in no way associated with RR (rural residential) until they amended the ordinance and joined the two.

  He is dealing with the original ordinance in which he received his certificate. The ordinance has been amended to death. You can't go back 5 years with an amendment and enforce something that was not there at the time. Every time there is an amendment it makes for new conformities that require a new issuance of a certificate of non-conformity which is the job of the zoning officer. What he is being hit with is amendments that don't apply to his situation.
- **Mr. Allen** He believes the Commission has honed in on the issues in this case. We do not dispute that Mr. May's certificate of non-conformance reserves his right to use his property within the confines of how it was used when it was issued. He wanted to clarify for the record that the zoning ordinance actually went into effect in April of 1990, not October 1990. There was a 6 months grace period for filling out certificates of non-compliance paperwork.

  The certificate of non-conformance does not allow Mr. May to expand his operations into activities that would otherwise be prohibited by the zoning ordinance as he has testified that he has done and as the evidence shows that he has done. There is no protection under the certificate of non-conformance that would insulate him from the solid waste ordinance in any way shape or form. There is no protection from the accumulation of waste and debris. Their position is that he exceeded the scope of his certificate of non-conformance. That is what the Magistrate Court found and the District Court as well, which is currently in appeal. We are asking the Commission to agree with this position as well.
- **Mr. Wallin** This concludes this hearing. Submitted exhibits will be kept in his office. The Commission can consider this today or wait till a later date to make their decision.

- **At this time there is a break in the proceedings.**

- **Chairman Sanchez** We will now continue with deliberations.
- **Mr. Wallin** The Commission can close deliberations at this time which is permissible in the Open Meetings Act.
- **Madam Commissioner DuCharme** Reading all these documents that were provided to us, I think section 17-D on page 24 gives the most clarification to the situation that we are discussing right now. It says expansion: A non-conformity shall not be enlarged, expanded or extended however the addition of a lawful use to any portion of a non-conforming building shall not be deemed an extension of such non-conforming building.

  This section allows Mr. May, in her understanding, to add to the building and use that addition to the non-conforming building for his business but not to accumulate more vehicles. You can only expand a non-conforming building but that is not what you have done after 1990. My opinion is that what Mr. May had in 1990 must be allowed to continue but not what he has accumulated after that. With the exception of additions to non-conforming buildings.
- **Chairman Sanchez** I would agree.
- **Commissioner Frost** How do we vote on this?
- **Mr. Wallin** Since you have elected to have your deliberation in an open meeting, I would suggest either a motion to uphold the decision of the Planning and Zoning or a motion to reverse the decision.
- **Commissioner Frost** Madam Commissioner DuCharme has explained her view quite well and he would have to agree.
- **Commissioner Frost** Makes the motion to uphold the Planning and Zoning's decisions.
- **Madam Commissioner DuCharme** Seconds the motion.
- **Chairman Sanchez** Any further discussions? Public Comment?
- **Mr. Godey** He asked Mr. DeCosta if Mr. May had pulled a permit for these trailers he moved onto his property. According to Mr. DeCosta he had not.
- **All in favor: MOTION CARRIED**

- **Break is taken at this time.**

- **Chairman Sanchez** Moves to item #6.

6. Commission Review of the Vacant Exempt status under Ordinance 94-12 of Lot 2, Block E, Unit 2 Sherwood Forest being 84 Sherwood Forest Dr. land of Raymundo & Lucy Carrillo Trust. Raymundo Carrillo

- **Mr. Raymundo Carrillo, Jr.** He and his parents own a lot in Sherwood Forest. They have a 900 sq. ft. cabin on this property which was built in 1980. They have had a vacant exempt status for this property. On December 11, 2016 they received a letter from the Solid Waste Authority that they needed to re-apply for our annual reverification for the vacant discount status. They filled out the application and returned it.

  On May 2, 2016 they received a letter from the Solid Waste Authority stating that beginning July 1, 2016 no quarterly assessments for vacant residences were going to be assessed. All the property owners had to do is fill out the affidavit of vacancy which had to be renewed every 2 years which would have been May of 2018. They filled out the affidavit and returned it to the Solid Waste Authority on May 11, 2016.

  Five months later his father was going up to the property to clean debris from around the cabin. He was followed up to the cabin by someone who works for the county who told him he had to take pictures of the refrigerator and of the cabin.

  The pictures were given to him by Mr. DeCosta today. One picture is of the 2 beds in the cabin. It is a one room cabin. There are no items of clothing or anything to show that people live there full time. The second pictures is of the refrigerator. As Mr. DeCosta stated earlier in this meeting, "A picture is worth a 1,000 words." The refrigerator is open and unplugged and has only 2 sodas in it. The third picture is of the gentleman who went up with his father to help him clean around the property.

  Six months later he received a letter from him stating that upon his initial inspection from the street he found that his property does not appear to be vacant. On that same day he issued them a notice of violation for falsely certifying the residence as vacant. I have an electric bill from 2014 for a $15.75 service charge and also a bill from last week with the same amount.

He wants to know how and why the vacant exempt status of their property was taken away and how you assess that with 3 pictures.

- **Mr. DeCosta, Code Enforcement Officer** He has taken over inspections of these properties for the Solid Waste Authority as of last July. At this time Mr. Ellis approached him on this matter. He gets a list of people who have signed vacant exempts. On this particular day he was checking properties up in Sherwood Forest and he came across Mr. Carrillo who was at his property. He didn't just ask him to take a picture of his refrigerator. He told him why he was there and that we were doing inspections to check for vacant exceptions. He allowed me to come in and take pictures.

  He does not believe that they live there full time. That was not what we were trying to put across. If you look at his application under the heading of "Brief Explanation of Business to be Discussed", it reads: We have a small cabin on the property which we visit on the average of six time a year. He served several others similar to this due to the fact that they were using their properties as a vacation place.

  He sought council from Mr. Wallin' s office. The guidelines they came up with were if they had electricity and water to it and it was being used part-time then it was not considered vacant and that is the conclusion he came up with for this particular cabin.

- **Mr. Raymundo Carrillo, SR.** We used to come out on Saturdays and Sundays. He is too old to that anymore. He tells Mr. DeCosta that when we went up there he followed them there. He admits that he let him in but he was never told who he was or his name. He assumed it was a county employee because he was wearing a green badge. He wants to know if going there on a Saturday and leaving on a Sunday means you are living there.
- **Mr. DeCosta** He does not believe that they are living there but you are living there part-time according to the guidelines that were set.
- **Mr. Carrillo, Jr.** Don't you think, we, as property owners should get the guidelines which are being used now?
- **Mr. DeCosta** That is why you are here today to present to the commission your view on this.
- **Mr. Carrillo, Jr.** They were never notified of the change in the ordinance before they got the letter. There should have been more communication.

- **Madam Commissioner DuCharme** Mr. DeCosta, which guidelines are you using? She is not aware of these guidelines.
- **Mr. Wallin** Mr. DeCosta was given the direction to be the person who had to start making these decisions under an ordinance that the Commission passed. The ordinance basically says that we will give an exemption to a vacant residence without giving a definition as to what is a vacant residence. Mr. DeCosta reached out to him for clarification.

  Reads the email he sent Mr. DeCosta on this matter: The question is what is considered vacant land under the provisions of the Solid Waste Ordinance in order to obtain an exemption from the quarterly fee. Obviously, as is the case with most statutory construction questions, it is difficult to give an absolute definition that would be applicable in every case because the facts differ. You have told me that some people claim that their property is vacant because they only spend limited time there. Others claim vacant even when there are utilities connected and there is evidence of recent activities.

  What the courts tend to do in situations where one definition doesn't work is to look at the plain meaning of the word. Merriam-Webster defines vacant as "Being without content or occupant" or "Not put to use." He would have to say that he (Mr. DeCosta) would have to make judgement based on the evidence you see and let the owner come in and try to convince otherwise.

  If you see things like the road way is obviously being used regularly, or the utilities are connected or there is furniture inside the home (provided you can look inside the home without invading privacy rights). What the neighbors say about whether the home is resided in, etc. In other words use your judgement and then we or the court can determine on a case by case basis. Sorry I can't be more definitive but I believe this is the same conversation we had.

  Basically he was trying to give Mr. DeCosta some direction on how to determine if a house is vacant. Even part-time cabins generate trash and so we have to make a determination. He thinks it was the good will of the Commission back in 2016 to say that if you do not live there we are not going to charge you a fee and then leaving it to staff to determine if someone is using the property and generating trash.

We have given these fine folks (the Carrillo's) the ability to present their situation to the Commission to determine if Mr. DeCosta made the right decision. He agrees with the gentleman that we have to go back to the ordinance and have a real set definition as to what constitutes vacant land. Today the Commission will have to decide if using a cabin a few times a year is considerate vacant property.

- **Commissioner Frost** A couple of years ago we had a public hearing here as to Solid Waste rates and all and sometime following that we came up with a plan to discount certain circumstances. One of those was for vacant homes where nobody lived and one was for seniors. The quarterly rate is $60.00 and the senior rate is half of that and also the disabled. He asks Mr. Carrillo what they are paying.
- **Mr. Carrillo, Jr** They paid $10.50 per quarter but for right now we are not paying anything.
- **Commissioner Frost** So what is your complaint?
- **Mr. Carrillo, Jr.** His complaint is that they will be paying something because of the change in the ordinance.
- **Chairman Sanchez** What will that be?
- **Mr. Carrillo, Jr.** Sixty dollars as was just said.
- **Commissioner Frost** You will qualify for one of the discounts. If not for the vacant home it will be for the Senior Citizen discount which is half of the $60.00. You say you are there about 5 days a year. There are about 4,000 homes in the county. How will we determine their status?
- **Mr. Carrillo, Jr.** If we start paying what they come up with and pick up our trash, what does paying entitle me too?
- **Commissioner Frost** It entitles you to take your trash to the transfer station.
- **Mr. Carrillo, Jr.** For the last 35 years all the trash we create we take out. We do not leave trash on our place. We know there are animals there and the hazards. We don't take it to the transfer station, we take it to Alb. Other than the ability to take our trash to the transfer station, what else do we get?
- **Chairman Sanchez** You posed a valid question, Mr. Carrillo. What do I get for my $60.00? I once posed that same question when I moved here. In fact he refused to pay it. He got angry. Later on he came to see the benefit he was getting. He came to realize what the trash system is about.

If you are familiar with the trash system that we have here in the county, we have transfer stations where folks are able to throw their trash. They are strategically located where there is high density in population. The closest one to them would be Tajique. The system enables us to be able to dispense of refuse in a manner that takes into consideration a wide gamut of circumstances. Basically you pay in order to have a trash service that you can actually dump your trash and to uphold the system and keep these stations operating and keep the county clean.

- **Mr. Carrillo, Jr.** That is for people who live in the county. I do not live in the county.
- **Chairman Sanchez** There is a whole system of discounts and reduced rates that apply to folks such as yourselves. In this situation we find ourselves in an ambiguous position because due to the consideration that we are trying to give everyone and appease everyone by extending these discounts, we find ourselves being bit by the very discounts we are trying to afford people. It is difficult to adjudicate the fact that you do not live here. We have had these debates before.

He believes he can lessen the ambiguousness by revisiting the entire discount issue. This trash business has reared up its ugly head again in today's meeting. There may be a shift in policy forthcoming, but for now we need to clarify before we assess even your situation.

- **Mr. Carrillo, Jr.** He can see where Chairman Sanchez is coming from. It is just that they were totally out of the loop. All of a sudden we are getting a letter that our vacant exemption is gone. Then I get a violation for falsely certifying a residence as vacant.
- **Mr. DeCosta** When he sends out a notice of violation he has to explain the ordinance we are using and why. It was sent to everyone under this status.
- **Ms. Garland** We had several cases like this that Mr. DeCosta had on a holding list. She and Mr. DeCosta discussed this and referred to Mr. Wallin to give us a legal opinion on vacancy. Once it was determined how Mr. DeCosta would proceed that is when the letters were sent out.
- **Mr. Carrillo, Jr.** When you are accused of falsely certifying something, you can't take that lightly and you will get a response.
- **Commissioner Frost** There are many counties that do not give any discounts under any circumstances. We all have to pay our insurances no matter how many times we use them.

- **Mr. Carrillo, Jr.** That is not his point. He should have been kept in the loop. You say it was in the paper. Was that a local paper because he lives in Alb. and does not get the local paper or get this local radio station.
- **Madam Commissioner DuCharme** Sometimes our good intentions carry us too far and sometimes we achieve something good and lose sight of it. She could not support the rate list that was approved by the last Commission. The vacant fee was on that list. If a property is not vacant then it is occupied. You saw, Mr. DeCosta, that it was not occupied.
- **Mr. DeCosta** You would have to go back to the direction Mr. Wallin gave him and when he was on the property he used that direction in his determination.
- **Madam Commissioner DuCharme** It is their property and their investment. They told you they were not living there permanently.
- **Mr. DeCosta** He understands what she is saying. You are telling me something I have already been told by the Attorney's office. Your position is with them and not with him. He has done what he was directed to do.
- **Madam Commissioner DuCharme** Is there a definition of vacant land in the ordinance?
- **Mr. DeCosta** No, there is not a definition of a vacant property.
- **Madam Commissioner DuCharme** The proper way to handle this is to give a definition and add it to the ordinance and then enforce it.
- **Mr. DeCosta** That would be your responsibility not his.
- **Madam Commissioner DuCharme** But you cannot take on that authority or responsibility before we have it in the ordinance.
- **Ms. Garland** She and Mr. DeCosta referred to the legal opinion on vacant land. There was not a definition put in the ordinance by the Commission so we asked for a legal definition. If you would like to put that definition in the ordinance we can definitely put that on the agenda.
- **Mr. DeCosta** He checked well over 100 properties and of those he turned in about 30 that were in question. Of those we turned in about 17 to the Solid Waste Authority to be billed again.
- **Madam Commissioner DuCharme** Solid Waste is a separate authority and she believes it is their responsibility to check on those properties. Who gave you the authority to do that?
- **Mr. DeCosta** Under Planning and Zoning 94-12 which is our authority. I am the code enforcement officer for 94-12.

- **Madam Commissioner DuCharme** What would happen if these people had not allowed him on their property.
- **Mr. DeCosta** If I had been denied access I would have given it back to the authority to bill them and they would have been given the authority to come back here to you.
- **Madam Commissioner DuCharme** I don't believe they live there so why should they have to pay.
- **Ms. Garland** It is not in the ordinance whether they live there it is whether it is vacant or occupied.
- **Chairman Sanchez** What criteria was used to make this determination?
- **Mr. DeCosta** Refers to the email sent to him by Mr. Wallin.
- **Madam Commissioner DuCharme** If there is no clear definition then she believes you cannot cite that violation and say that they falsely certified a residence as vacant.
- **Chairman Sanchez** Asks for the criteria to be read again.
- **Mr. Wallin** He has to point out to the Commission that it is impossible for you as a commission, congress or for the New Mexico Legislature to draft a law that doesn't need to be interpreted. That's why you have lawyers and courts. When you passed this ordinance there was a section that had to be interpreted and the county manager and Mr. DeCosta asked for his guidance. Common sense will tell you if the house is being used. He reads it verbatim: Hey Dan, We have discussed this various times over the months. Sorry if you were waiting on something from me. The question is what is considered "vacant" under the provisions of the Solid Waste Ordinance in order to obtain an exemption from the quarterly fee. Obviously, as with most statutory construction questions, it is difficult to give an absolute definition that would be applicable in every case because the facts differ for each. You have told me that some people claim that their property is vacant because they only spend limited time "weekends", etc. (there). Others claim vacant even when there are utilities connected and there is evidence of recent activity at the residence.

  What the courts tend to do in situations where one definition doesn't work is to look at the plain meaning of the word. Merriam-Webster defines vacant as "Being without content or occupant" or "Not put to use." I would have to say that he would have to make judgement based on the evidence you see and let the owner come in and try to convince otherwise.

If you see things like the road way is obviously being used regularly, or the utilities are connected or there is furniture inside the home (provided you can look inside the home without invading privacy rights). What the neighbors say about whether the home is resided in, etc. In other words, use your judgement and then we or the court can determine on a case by case basis. Sorry I can't be more definitive but I believe this is the same conversation we had a month or so ago. Dennis

Basically what he is conveying is that you use the common sense ordinary use of the word, vacant. And use the criteria he mentioned above. He understands what Madam Commissioner is saying but they gave Mr. DeCosta an ordinance that had the word vacant and told him, essentially, to go take care of it. He asked for his direction and he gave it to him on a temporary basis knowing that the Commission plans to look at the Solid Waste situation in more detail.

- **Chairman Sanchez** Thinks they need to look at this in more detail sooner rather than later and we need to determine what we are going to do with discounts rates. We need to provide ample instruction and very clear guidelines as to what staff can do. This ambiguousness does not help the enforcement officer. We need to move forward, not just with this particular discount, but with all the discounts in the entire EVSWA situation.
- **Madam Commissioner DuCharme** Lets put ourselves in their shoes. If we live in Torrance County and we have a house in Alb. and we visit it from time to time, is it vacant or occupied.
- **Mr. Wallin** He can tell you from personal experience that if you have a house in Alb. and you have water connected to it, you are paying the garbage bill. Every property owner in Torrance County benefits from our trash collection system simply their property is not being used as a dumping ground.
- **Madam Commissioner DuCharme** We need to define this officially and in the proper manner before we accuse someone of falsely certifying a document.
- **Chairman Sanchez** Thinks they need to revise our discount policies along with the entire EVSWA because we didn't ever resolve anything.
- **Commissioner Frost** The object of the discounts was to help people who were deserving of them and in need of them. It also got EVSWA in trouble

because they did not get the income they were used to getting to run their operation.

- **Annette Ortiz, Deputy Manager** Makes a recommendation that when you do look into making those policy changes that you make sure that the communication goes out to the public. WE might consider, possibly, something going out with the tax bills if that is something we can work out.
- **Chairman Sanchez** How did this come before us?
- **Mr. DeCosta** A letter was sent to the Carrillo's that their vacant exempt was denied and they were instructed that could come before the Commission to discuss this denial. They contacted the manager and they put it on the agenda.
- **Chairman Sanchez** Asks the Carrillo's if they had learned about EVSWA and how the fee system worked prior to this meeting. Had any information been relayed to you how it is built or any of that?
- **Mr. Carrillo Jr.** No
- **Chairman Sanchez** Seems to him that somebody should have taken the time to explain to the Carrillo's a little about the background of the EVSWA
- **Mr. Carrillo** They just received a letter that we had lost our status. It did not say how much they were going to have to start paying.
- **Chairman Sanchez** Of course the manager's office is tasked with operations. You are the ones who carry on day to day operations and if you need a policy change then we need to change it.
- **Ms. Garland** I do not have the authority to wave a decision that is made. That has to come before the Commission. You have to make the decision to uphold the decision Mr. DeCosta has made or not uphold it.
- **Mr. DeCosta** Reminds the Commission that he reported to the Commission on at least two other occasions before this that he was out doing this same thing that we are discussing today. This was done during the update portion.
- **Chairman Sanchez** We are all in agreement that we need to look at the entire discount policy. We need to stop the assessment on vacant properties until We are able to make that determination. Don't make any more determinations until we have a policy in place.
- **Mr. Wallin** Thinks this is more appropriate based on what's on your agenda.
- **Chairman Sanchez** Makes the motion to reverse the determination on this particular property for the time being.
- **Madam Commissioner DuCharme** Seconds the motion.
- **Chairman Sanchez** Any further discussion? Public comment?

- **All in favor. MOTION CARRIED**
- **Linda Jaramillo ,Torrance County Clerk** I also have a cabin at Fort Sumner Lake and I don't know if this is any consolation to you but I pay $15.00 per month and I visit my cabin like you do and I bring my trash home. Now that we are remodeling I had to take this big stuff to the transfer station. It was run so well and they had us separate our trash which is done for our safety and our health. We have a good solid waste authority here that helps us dispose of our trash in a safe manner.
- **Mr. Carrillo Jr.** It is not that we are opposed to paying anything. It is that we need to be kept in the loop. What if I contacted you and told you your insurance was going up but did not tell you by how much.
- **Chairman Sanchez** He would like to have a workshop in order to look at the discount rates and review policies and definitions. Does he have a consensus?
- **Madam Commissioner DuCharme** Is in support of it.
- **Commissioner Frost** Thinks it is his choice.
- **Chairman Sanchez** He would like this workshop on the next agenda.

***Department Requests/Reports:**

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

- **Mr. Jessie Lucero, Deputy Assessor** Yesterday he attended the 2nd Annual Veterans Transportation Summit in Alb. There were many dignitaries attending this summit. Mentions the dignitaries. Betty was gracious in letting him attend. The point of the summit was the lack of transportation for our Veterans across the state. He wanted to go on record to give information to those Veterans in need of transportation. Those seeking transportation can contact The Veterans Transit Services. The person to ask for is Allen Egelstein and his phone number is 505-265-1711, ex. 3224. He will be talking to the County Manager in regards to a grant for transportation purposes. He will be contacting Post managers also.
- **Ms. Garland** Informs everyone that there is literature in her office from this Summit that Mr. Lucero attended.
- **Madam Commissioner DuCharme** She attended the county fair and wanted to mention the interesting things she noticed. She observed that the

Torrance County Sheriff, White awarded 5 children with buckles, "For Doing the Right Thing When No One Was Watching." She witnessed these children wearing these buckles proudly the next day. She noticed that there were more cars in the car show and she hopes that with each year the car show will grow. CoreCivic was there and bought animals as they promised in a previous meeting. She attended a ribbon cutting ceremony in the Moriarty School District. This will be a vocational school. Students attending will get credits from CNM.

- **Annette Ortiz** She just came in from the Job Fair where she thanked Senator Stefanics and Senator Padilla for all their hard work. They said they had a really good turnout. They had a listing of all employers for those seeking employment and the County Manager has this listing also if anyone is interested.

2. **Schedule Anywhere Hosting Agreement-Christine Snow, Dispatch Supervisor**

- **Ms. Christine Snow, Dispatch Supervisor** She is here to ask for approval of the Schedule Anywhere Hosting Agreement. This is an online scheduling program. They have been having problems with covering shifts when they are not in the office. This will give them access, real time, to the schedule.
- **Ms. Garland** Is this in your budget and what is the cost. Is there is a $15.00 fee for each employee who is trained.
- **Ms. Snow** It is in their budget and the cost is $600 per year. And no they will not need to pay the $15.00 per trainee. They have been using it on a pre-trial basis and they feel that they can train their own personnel. She and Mr. Daugherty have completed their schedule until December.
- **Ms. Garland** How will this benefit the county.
- **Ms. Snow** It will benefit the Dispatch Center because they work 24-7. If someone is working the graveyard shift and because of unforeseen reasons they have to leave in the middle of their shift they can have access to the schedule and try to get someone else to replace them and that in turn helps the county.

- **There is discussion about the length of the contract. There is the option of a one year contract, a two year contract or a three year contract. Updates at 3 month or 6 months by Dispatch are discussed.**

- **Madam Commissioner DuCharme** Ms. Garland, what is your recommendation? Would the one year budget be a better option?
- **Ms. Garland** Working at Dispatch is a demanding job and she would have to depend on their opinion on this as she is not familiar with their processes.
- **Ms. Snow** They have been utilizing the system for a month and it is working very well for them. Their employees can view the schedule and determine who has asked for time off and what dates and act accordingly.
- **Mr. Daugherty, Dispatch** It is a scheduling software which keeps track of the number of people required to be on shift in a 24 hour day, it keeps track of daily, weekly and monthly schedules and keeps track of time off. He has never been good at scheduling. It replaces the stack of papers they used to have to go through to get a schedule completed and also calculate time which could be a nightmare. With this new program even he can have a schedule done in half an hour. All is electronic and easily accessed.
- **Commissioner Frost** Makes the motion to approve this contract for one year.
- **Ms. Garland** Asks for an update in 10 months.
- **Madame Commissioner DuCharme** Seconds the motion.
- **All in favor: MOTION CARRIED**

3. **Target Solutions Learning Client Agreement-Christine Snow, Dispatch Supervisor**
   - **Ms. Ortiz** This is an agreement between Target Solutions Learning Client and Dispatch. This will allow on line training for the dispatch employees as well as a tracking mechanism for the supervisors to keep track of the training. Money for this is in their budget.
   - **Chairman Sanchez** Makes a motion to approve the Target Solutions Learning Client Agreement
   - **Chairman Frost** Seconds the motion.
   - **All in favor. MOTION CARRIED**

4. **Request Payment of Purchase without Purchase Order-Isabel Lesperance, County Fair Secretary**
   - **Ms. Leslie Olivas, Purchasing Director** Wanted to say what a great job Ms. Lesperance did on her first year as the Fair Board Secretary. What we have here today is just something that got lost in the shuffle. She would like to ask the Commission for payment of this purchase.

- **Commissioner Frost** Makes a motion to pay this bill
- **Madam Commissioner DuCharme** Seconds the motion.
- **All in favor. MOTION CARRIED**

5. **Consider Forming a Committee to Research Short-Term & Long Term Solutions for CoreCivic Closure.**

- **Chairman Sanchez** He is the one who put this on the agenda in light of the expenditure that was made at the last Commission meeting for $255,000.00. He would like to form a group of county staff and folks who can help form a plan and deal with the different aspects of the prison closure and how we are going to budget for this in the future. He would like to find a point of origination for funding. He feels like Ms. Garland may need assistance in this matter. Asks how the Commission feels about this.
- **Commissioner Frost** Feels like we just got started on this project and measures have been taken to employ new transportation officers. There are outside chances that the prison might not close but we have to plan for the possibility that it will close. The Manager was talking to Santa Fe today and he believes she will be going to the Metropolitan Detention Center. We need to give this a little bit of time. We had a meeting with the Corrections Secretary and the Governor's Chief of Staff. At this time he would prefer not to have a committee.
- **Madam Commissioner DuCharme** Who would you like to see on this committee?
- **Chairman Sanchez** The County Manager, Treasurer and Sheriff are essential as well as someone from the our County Board of Finance which is us. We need to be a little more active than just signing off on recommendations.
- **Madam Commissioner DuCharme** These people are already working on this issue and are in cooperation with each other.
- **Madam Commissioner DuCharme** How will forming this committee be different from what we are doing right now?
- **Chairman Sanchez** It would lend a more holistic approach to the situation. He believes everyone is working on this but in an independent manner.
- **Ms. Ortiz** She thinks staying in touch with each other while having these discussions is already happening. Having a committee and having a time and place to meet might not work for some such as the Sheriff.

- **Chairman Sanchez** If it closes we will need a liaison with the municipality. The ramifications of the prison closure are going to be more than just transportation. We need a more amplified skill set. If we start now we can have a more even handed approach. What he thinks will happen will be more requests for funding coming in repeatedly and we have to have a more coordinated approach so that we can budget for it. As an example he had no knowledge of the request for $255,000.00 at the last Commission meeting. He'd like to have a little more time to see the ramifications of such expenditures on the budget as a whole and also how he feels the money should be spent. For this closure he has used the analogy of a fire tearing across a community. The expenditure we are about to take on is an expenditure that is unsustainable. Like a fire when you lose your property to a fire you take a step back and it is a hope killer. The closure of the prison could be a hope killer for the county for decades.

  The hopes that we had at the beginning of the year could be extinguished in a matter of a few quarters. We need to take this very seriously and create a group to look at not only the ramifications to the county but also to the community at large. If it closes it will be a devastation which I think 3 or more people meeting will not be the answer. We should have started on this a month ago.

- **Madam Commissioner DuCharme** We already have a finance committee. Can that finance committee discuss those issues and come up with a plan.
- **Chairman Sanchez** It very well could if it would include ad hoc members such as the Sheriff and others.
- **Ms. Tracy Sedillo, Torrance County Treasurer** Since Investment Committee was formed we have not even gotten to the meat of why it was formed. We are still working on the policy. She does not think that this is the venue for this issue. The policy they are working with was established in 1988. The public members on the committee did not sign up for this proposed task.
- **Chairman Sanchez** Maybe a sub-committee of the Investment Committee could be created. He does not want to create another separate committee when the Investment Committee is already handling financial matters.
- **Mr. Godey, Citizen** Using the finance committee might limit the input. Why not pull some out of the finance committee and put those in the new committee. He talked to the under-sheriff and he told him it might open

again in the future. That comment could change the committee's approach in that they can lobby to get it open again.

- **Chairman Sanchez** He does not want to create redundant committees.
- **Ms. Sedillo** For the record, this is the "Investment Committee" not a finance committee. We do not deal with expenditures and we do not deal with finance. We only deal with the investments of county money.

- **There is further discussion about forming a committee**

- **Commissioner Frost** Everybody means well in their efforts. As of now he is not in favor of creating a committee. He would like to let it follow its course for a bit with those already involved and see what ideas they come up with and then look at it a little bit later.
- **Madam Commissioner DuCharme** Is thinking along the same lines. She does not want to overburden people. She does not see the necessity of a committee.
- **Chairman Sanchez** For him it is providing more clarity to the Commission. The last time they met they approved an expenditure of $255,000.00. He did not approve that expenditure after only discussing it for 20 minutes. I need it done right. The last time the budget came in to us it was done with misspellings and done haphazardly. He does not want to replicate that again. I find it very irresponsible and that is what he is trying to eliminate with the creation of the committee.
- **Madam Commissioner DuCharme** Has a different impression. If I had the impression that an expenditure was haphazard, she would not support the spending of that money.
- **Chairman Sanchez** If we are not disposed to create a committee now, well so be it. He is doing what he needs to do for his constituency. We need to be responsible and even handed. He wants to note for the record that he is trying to promote transparency and he believes this is a miss-step for us to not come together on this. We cannot rely on expertise in a piece meal manner. He does not feel that this is responsible to our constituents. It isn't, regardless of what anybody says.
- **Ms. Ortiz** The committee would be doing the same thing.
- **Chairman Sanchez** Not piece meal but cohesively and collaboration with the board of finance every step of the way. Money is going to be very scarce.

- **Mr. Nick Sedillo, Resident** Has worked here for 23 years and is grateful for his job and the people he works with. He feels for the people who have lost their jobs. We need to take a step back and ask, "What are we going to do for Torrance County?" In 2005 we had to lay people off, cut cell phones, cut travel and take away county vehicles. We should have a committee to research short term and long term solutions for Torrance County. We have to be proactive because the Clerk still needs to record documents, the Treasurer still needs to collect taxes the Assessors still need to go out and appraise properties and the Sheriff needs to go out and protect us. He has always said, "There will come a day when we will have money and we should put it away for a rainy day." That day is today.
- **Chairman Sanchez** It has been suggested that each department be represented in this committee.
- **Ms. Sedillo** This is reminiscent of detention problems we had in the past. In that instance we had to form a financial oversite committee that was comprised of a representative from every department because we were looking at severe budget cuts. We were at the point where we were about to shut this building down. She feels like we are going down that road again.
- **Chairman Sanchez** All he is asking is that we form this committee before we have these issues.
- **Ms. Leslie Olivas, Resident** She feels like he is not giving them a chance. Mr. Frost and Ms. DuCharme are listening. Everyone has been pretty involved. We have cut off training because we are all aware of the problem. As a resident she feels this is kind of heavy handed on his part.
- **Chairman Sanchez** It does feel heavy handed. He prefers a more diplomatic approach. But this is a very critical issue and he feels he must convey his strong feeling about this to his fellow Commissioners and to the public. There are times when heavy handedness is needed. This is for the benefit of the county and for his constituents who elected him to this position. He apologizes for his heavy handedness. It is perhaps his vehemence of his feeling and his thoughts that carries over in his tone.
- **Ms. Garland** Excuses herself for being late. Are you on item #5? She missed the conversation. She was on a conference call with a detention facility. She has a meeting set up with Mr. Steve Kopelman, Executive Director for the Association of Counties. She is going to speak with him about possible guidance or them doing an independent study on exactly what the needs of our Sheriff's Department would be in order to transport. She does not feel

they can make a determination until we find housing for our inmates. She went to see Santa Fe yesterday and has been on the phone with other detention facilities to determine where and how far we will need to transport.

She has been speaking to our local judges about video arraignments to insure that we can continue with this process. She is doing all this in the interest of our detention facility closing. As for a committee, she thinks we need an unbiased party to come in and guide us.

Commissioner Frost He thinks speaking to Mr. Kopelman is a good way to go. He is a common denominator for all of us. He respects Chairman Sanchez for his convictions and his passion but he believes he is not ready to go for a committee.

- **Madame Commissioner DuCharme** These people are available to you at any time, Chairman Sanchez. A meeting can be arranged at any time and any information you need can be provided. She does not see the point of a committee right now.
- **Chairman Sanchez** You will see the point in a year. Let's move on to the next item on the agenda.

***Infrastructure Capital Improvements Plan 2019-2023 workshop:**

8. Public Input/Requests

- **Ms. Leslie Olivas, Purchasing Director** What the Commission has before them is the current ICIP listing which is due in September.
- **Ms. Garland** Normally the ICIP listing is due around the 1st of October or the last of September. She got a week's notice on this and apologizes for springing this on everyone. She commends Ms. Olivas for her hard work in getting this together for today.
- **Ms. Olivas** She calls their attention to the Project Summary. Summary hereto attached. This summary is a result of meeting with Ms. Garland, various departments and senior services so that everyone is on the same page. It was put in a preliminary order but that can be changed. At this point she asks for any public input. **There is no public.**
- **Mr. Garland** Met with the Fire Chief, Mr. Rick Gonzales, Senior Services and Ms. Olivas spoke to the Road Dept.

- **Chairman Sanchez** He is good with the ICIP as it is.

9. Department Input/Requests:

- **Ms. Olivas** Are there any internal requests?
- **Ms. Sedillo** Are the projects that were funded through the budget process still funded?
- **Ms. Garland** Yes, they are still funded.

10. Ranking of Projects

- **Ms. Olivas** Next step is to rank the projects and at least rank the top five. Directs the Commission to the summary and how they are ranked. For the record she reads how they are currently ranked. They are as follows:
  1. County Road Improvement: $2,4000,000
  2. Road Department Equipment/Bldg.: $300,000
  3. McIntosh Drinking Water Dispensing Station: $899,244
  4. Senior Center Vehicles: $250,000
  5. 4 X 4 Sheriff Patrol Vehicles: $250,665
- **Mr. Garland** Would you please read the next five into the record.
- **Ms. Olivas**
  6. Fire Station Well: $20,000
  7. Volunteer Fire Department Equipment: $895,000
  8. Duran Water System Improvements: $15,000
  9. County Fair Ground Improvements: $1,000,000
  10. Cell for Regional Landfill: $2,000,000
- **Commissioner Frost** They have been talking about the Duran Water system for a long time and he sees that it has been reduced to $15,000. The state is not going to have a lot of money for these projects. Maybe this smaller amount for a project might get funded.
- **Ms. Ortiz** Generally the ICIP is a wish list that we send to the state every year. Usually individual entities will go to the legislature to ask for money for their projects. What they are usually asked by the legislators is if their request is on an ICIP list. They definitely want the top 5 but just being on the ICIP listing is sufficient.
- **Commissioner Frost** Any items below the 5 would not be disregarded.
- **Ms. Olivas** Right.

- **Discussion follows:**
- **Ms. Garland** Suggests moving Duran Water System Improvements to the #2 position and Road Department Equipment to the 8 position.
- **Ms. Olivas** Are there any more changes. No other changes.

11. Resolution 2017-042 Adopting an Infrastructure Capital Improvements Plan

- **Ms. Olivas** She asks that the Commission adopt Resolution 2017-042 as is required with the changes that were made today.
- **Chairman Sanchez** Makes the motion to approve Resolution 2017-042 Adopting an Infrastructure Capital Improvements Plan
- **Commissioner Frost** Seconds the motion.
- **All in Favor: MOTION CARRIED**

***County Manager Requests/Report**

12. Update
    - **Ms. Garland** Goes over report. Report hereto attached. 1. Attended Fire Chief Meeting. 2. Explains ICIP deadline. 3. Went with Road Superintendent to inspect a cattle guard they had received complaints about. 4. Has been looking for housing for our inmates. 5. Met with Judge Page to discuss court proceedings which might help in the costs associated with housing and transportation of our inmates. 6. Meeting with Steve Kopelman, Association of Counties.

***Public Comment/Requests**

No public comment or requests.

AJOURNMENT:

Chairman Sanchez Makes the motion to Adjourn.

Madam Commissioner DuCharme Seconds the motion.

All in favor: MOTION CARRIED.

Meeting adjourned at 3:32 PM.

_____ _____

Javier Sanchez-Chairman Linda Jaramillo-County Clerk

_____

Date

Consent Agenda

Date: 8/31/17 17:14:56 (CHEC61)

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

TOTAL CHECKS PRINTED 80

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 109,216.36 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 08/31/2017 . 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

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 101050	08/29/2017	APPLE MOUNTAIN PRINTS	50 - FAIR RELEASE FORM 50 - EXHIBITOR ADD-ON FORM INVOICE # 10015	412-53-2221	282917	08/29/2017	31368 31368	20.00
								20.00
COUNTY FAIR		20.00						
01 O 101051	08/29/2017	BEST WESTERN	1 OVERNIGHT STAY FOR LIVESTOCK JUDGE INVOICE # 1175767	412-53-2299	382917	08/29/2017	31372 31372	101.41
								101.41
COUNTY FAIR		101.41						
01 O 101052	08/29/2017	BRAZIL ART STUDIO	TORRANCE COUNTY FAIR CHAMPION CLOCKS; INDOOR EXHIBIT PLAQUES; RE-PLATE OLD PLAQUES	412-53-2235	582917	08/29/2017	31333 31333 31333 31333	1222.00
								1222.00
COUNTY FAIR		1222.00						
01 O 101053	08/29/2017	CENTRAL NM ELECTRIC COOP.	JUDICIAL MONTHLY ELECTRIC BILL COURTHOUSE MONTHLY BILL COURTHOUSE MONTHLY BILL HEALTH DEPT. MONTHLY BILL SENIOR CENTER'S MONTHLY BILL	401-16-2208 401-15-2208 401-15-2208 401-24-2208 401-05-2208	682917	08/29/2017 / / / / / / / /		3745.59 3298.68 6.35 363.68 1581.79
								8996.09
JUDICIAL COMPLEX MAINT		3745.59	ADMINISTRATIVE OFFICES 3305.03	HEALTH DEPT BLDG MAINT 363.68				
COUNTY COMMISSION		1581.79						
01 R 101054	08/29/2017	COUNTY LINE FEED & SUPPLY LLC	TORRANCE COUNTY BRED CHAMPION PLAQUES	412-53-2235	782917	08/29/2017	31332 31332	300.00
								300.00
COUNTY FAIR		300.00						
01 R 101055	08/29/2017	DESIGN SILK SCREEN PRINTERS	2017 FORD F150 X CAB STD BED ADD: DOOR LOGOS, ROOF #A06 REAR STRIPE, VEHICLE MARKERS, REAR UNIT #A06 FRONT FENDERS #A06 INVOICE # 34143	610-40-2248	882917	08/29/2017	31369 31369 31369 31369 31369	655.00
								655.00
COUNTY ASSESSOR		655.00						
01 O 101056	08/29/2017	DT AUTOMOTIVE	OIL CHANGES, TIRE FIXES, AIR FILTERS, TIRE ROTATIONS, ROUTINE VEHICLE MAINTENACE - JULY 2017 VERBAL APPROVAL BY L. OLIVAS 1030 ON 6/26/2017 - TMP-FY1813	401-50-2201	982917	08/29/2017	31217 31217 31217 31217 31217	807.00
								807.00
COUNTY SHERIFF		807.00						
01 O 101057	08/29/2017	HIGHER STANDARDS AUTOMOTIVE	REPLACE A/C COMPRESSOR IN VAN DIAGNOSE AND REPAIR TRUCK HORN OIL CHANGES FOR VAN AND TRUCK INVOICE # 571,588	401-82-2201	1082917	08/29/2017	31406 31406 31406	1343.31
								1343.31
ANIMAL SHELTER		1343.31						
01 O 101058		INDEPENDENT NEWS LLC	2 - PUBLIC NOTICE FOR 8/23/17 PUBLIC HEARING - D MAY APPEAL	401-08-2221	1182917	08/29/2017	31361 31361	22.61
								22.61

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	08/29/2017		2 EDITION RUN 8/2 AND 8/16				31361	
			AFFADAVIT				31361	
			INVOICE # 77752;77800;77847					
PLANNING & ZONING		22.61						
01 R 101059		MITCHELL BETH, PHOTOGRAPHY	PHOTOS OF 2017 COUNTY FAIR	412-53-2272	482917	08/29/2017		770.75
	770.75		CHAMPIONS AND SALE					
	08/29/2017							
COUNTY FAIR		770.75						
01 O 101060		NM SECRETARY OF STATE	NOTARY REPUBLIC REGISTRATION FEE	401-05-2269	4161417	06/14/2017	30464	20.00
	20.00		L. ARCHULETA				30464	
	08/29/2017							
COUNTY COMMISSION		20.00						
01 O 101061		NM SHERIFFS ASSOCIATION	6 - NMSA SOUTHERN CONFERENCE	410-50-2222	1282917	08/29/2017	31353	960.00
	960.00		TRAINING - AUGUST 2017 - RUIDOSO				31353	
	08/29/2017		STOCUM, PHILLIPS, GARCIA,				31353	
			FORMENTO, HOOVER, GREEN				31353	
			INVOICE # 17-000136					
COUNTY SHERIFF		960.00						
01 O 101062		OFFICE DEPOT INC.	LAPTOP AND ACCESSORIES	412-53-2219	1382917	08/29/2017	31284	461.05
	461.05		TCFB					
	08/29/2017							
COUNTY FAIR		461.05						
01 O 101063		OFFICE DEPOT INC.	FAIR QUEEN AND PRINCESS CONTEST	412-53-2235	1482917	08/29/2017	31373	97.47
	97.47		PRIZES - SCHOOL SUPPLIES				31373	
	08/29/2017		2017 TORRANCE COUNTY FAIR					
			INVOICE # 950705792001					
COUNTY FAIR		97.47						
01 O 101064		PRESBYTERIAN HEALTHCARE SERVICES	CLAIM # 1928-PAUL D SANCHEZ	414-19-2293	182917	08/29/2017		2000.00
	2000.00		PRESBYTERIAN HEALTHCARE SERVICES					
	08/29/2017		ACCOUNT # 683861					
2ND 1/8 GROSS RECEIPTS		2000.00						
01 R 101065		SAFETY FLARE INC.	2 - 2.5 FIRE EXTINGUISHERS	401-82-2248	1582917	08/29/2017	31407	94.80
	94.80		W/BRACKET				31407	
	08/29/2017		INVOICE # 102273					
ANIMAL SHELTER		94.80						
01 O 101066		SAM'S CLUB DIRECT	ASSORTED DOG FOODS AND TREATS	401-82-2216	1682917	08/29/2017	31328	257.39
	719.68		BLEACH, DAWN, MOPS, LAUNDRY SOAP	401-82-2220		/ /	31328	245.79
	08/29/2017		LINERS, ASSORTED CLEANING				31328	
			SUPPLIES				31328	
			LINERS, AIR FRESHENERS, ASSORTED	401-82-2223		/ /	31328	147.52
			SUPPLIES				31328	
			TOILET PAPER, PAPER TOWELS;	401-82-2229		/ /	31328	68.98
			TISSUE				31328	
ANIMAL SHELTER		719.68						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 101067		STAPLES BUSINESS ADVANTAGE	OFFICE CHAIR, CARD STOCK, BUSINESS CARDS	401-30-2219	1782917	08/29/2017	31349	317.46
317.46			INVOICE # 3348254730/3347197745				31349	
08/29/2017								
COUNTY TREASURER	317.46							
01 O 101068		STAPLES BUSINESS ADVANTAGE	COIN TRAY, DRAWER ORGANIZERS, CLOROX WIPES, PAPER TOWELS, CLASSIFICATION FOLDERS, STAPLER, FILE BOX	401-30-2219	1882917	08/29/2017	31422	134.17
134.17			INVOICE # 3348407754				31422	
08/29/2017							31422	
							31422	
COUNTY TREASURER	134.17							
01 O 101069		STAPLES BUSINESS ADVANTAGE	PENS, POST IT NOTES, NOTE BOOKS, COPY PAPER, PRINTER INK, HI LITERS, SCISSORS, CALCULATORS, EYE WASH	401-82-2219	1982917	08/29/2017	31351	856.01
1028.18							31351	
08/29/2017							31351	
							31351	
			BINOCULARS	401-82-2222		/ /	31351	172.17
			INVOICE # 3347197752;3348407749					
ANIMAL SHELTER	1028.18							
01 O 101070		WEX FLEET UNIVERSAL	COMMISSION MONTHLY FUEL JULY-17	401-10-2202	2082917	08/29/2017		43.59
9837.53			MAINT. MONTHLY FUEL JULY-2017	401-15-2202		/ /		170.79
08/29/2017			ASSESSOR MONTHLY FUEL	610-40-2202		/ /		73.18
			SHERIFF MONTHLY FUEL JULY-17	401-50-2202		/ /		6430.55
			DIST. 5 VFD MONTHLY BILL	405-91-2202		/ /		601.77
			TCFD 2 MONTHLY BILL	406-91-2202		/ /		356.26
			TCFD 1 MONTHLY BILL	407-91-2202		/ /		55.99
			DIST. 3 VFD MONTHLY BILL	408-91-2202		/ /		843.05
			DIST. 4 VFD MONTHLY BILL	409-91-2202		/ /		88.70
			FIRE ADMIN. MONTHLY BILL	413-91-2202		/ /		792.98
			ELECTRONIC MONIT. MONTHLY FUEL	420-73-2202		/ /		24.16
			CIVIL DEFENSE MONTHLY BILL	604-83-2202		/ /		134.19
			DWI MONHTLY FUEL BILL	605-03-2202		/ /		37.26
			TCPO-HV MONHTLY FUEL	629-49-2205		/ /		20.08
			DISPATCH MONTHLY FUEL BILL	911-80-2202		/ /		61.85
			TCFD 6 MONTHLY FUEL	418-91-2202		/ /		103.13

COUNTY MANAGER	43.59	ADMINISTRATIVE OFFICES	170.79	COUNTY ASSESSOR	73.18
COUNTY SHERIFF	6430.55	STATE FIRE ALLOTMENT	2841.88	COMMUNITY MONITORING	24.16
COMMUNICATIONS/EMS TAX	134.19	DWI DISTRIBUTION GRANT	37.26	HOME VISITING GRANT FY	20.08
911-DISPATCH CENTER	61.85				

01 O 101075		ACOSTA, CARINA	OTD RODEO PAYOUT BARRELS	412-53-2235	183117	08/31/2017		6.00
6.00								
08/31/2017								
COUNTY FAIR	6.00							
01 O 101076		ATLAS BUSINESS SOLUTIONS, INC.	ANNUAL LICENSE FOR SCHEDULE ANYWHERE	911-80-2228	283117	08/31/2017		600.00
600.00			INVOICE # INV296241					
08/31/2017								
911-DISPATCH CENTER	600.00							
01 O 101077		B I INC	GPS/ADD UNITS - JULY	420-73-2218	383117	08/31/2017		1314.38
1314.38			(9) DEFENDANTS					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	08/31/2017		INVOICE # 1032370					
COMMUNITY MONITORING 1314.38								
01 O 101078		CATERPILLAR FINANCIAL SVCS CORP	BACKHOE LOADER 9/2017	641-09-2607	483117	08/31/2017		2862.93
13186.30			INVOICE # 18198383;18149565					
	08/31/2017		LEASE ON BLADES 9/2017	641-09-2607	583117	08/31/2017		10323.37
			INVOICE # 18198383					
HIGH LONESOME WIND PIL 13186.30								
01 O 101079		CENTRAL NM ELECTRIC COOP.	CLERK MONTH OF JULY BILL	401-21-2308	683117	08/31/2017		30.49
3669.11			TC FAIR BOARD MONTHLY BILL	412-53-2208		/ /		371.69
	08/31/2017		DIST.6 VFD MONTHLY BILL	418-91-2208		/ /		58.74
			DIST.3 VFD MONTHLY BILL	408-91-2208		/ /		284.78
			DIST.5 VFD MONTHLY BILL	405-91-2208		/ /		532.42
			DIST.2 VFD MONTHLY BILL	406-91-2208		/ /		157.28
			DIST.4 VFD MONTHLY BILL	409-91-2208		/ /		115.58
			DISPATCH MONTHLY BILL	911-80-2208		/ /		75.56
			DISPATCH MONTHLY BILL	911-80-2208		/ /		46.44
			DISPATCH MONTHLY BILL	911-80-2208		/ /		1428.56
			DIST.1 VFD MONTHLY BILL	407-91-2208		/ /		110.37
			TC ANIMAL SHELTER MONTHLY BILL	401-82-2208		/ /		457.20
ELECTIONS 30.49		COUNTY FAIR 371.69		STATE FIRE ALLOTMENT 1259.17				
911-DISPATCH CENTER 1550.56		ANIMAL SHELTER 457.20						
01 O 101080		COMPUTER CORNER INC	CANON POWERSHOT, CASE, SD CARD	401-30-2219	783117	08/31/2017	31403	148.87
148.87			INVOICE # 157240					
	08/31/2017							
COUNTY TREASURER 148.87								
01 O 101081		CORLISS, ARLISS	OTD RODEO PAYOUT	412-53-2235	883117	08/31/2017		12.50
12.50			FLAGS,BARRELS,GOATS					
	08/31/2017		JULY 2017					
COUNTY FAIR 12.50								
01 O 101082		DT AUTOMOTIVE	2 TIRES (COBB)	401-50-2201	983117	08/31/2017	31322	703.00
703.00			2 TIRES (GARCIA); TIRE REPAIR				31322	
	08/31/2017		VERBAL APPROVAL BY L. OLIVAS				31322	
			1459 ON 7/12/2017 TMP-180709				31322	
			INVOICE # 313221;313222					
COUNTY SHERIFF 703.00								
01 O 101083		DUNLAP, KRISTIN	NMSA TRAINING CONFERENCE	401-50-2205	1083117	08/31/2017		89.00
89.00			AUGUST 2017					
	08/31/2017							
COUNTY SHERIFF 89.00								
01 O 101084		EVERETT, ANNE	OTD RODEO PAYOUT POLES	412-53-2235	1183117	08/31/2017		2.50
2.50			JULY-2017					
	08/31/2017							
COUNTY FAIR 2.50								
01 O 101085		FRASIER, ELLIOTT P.	OTD RODEO PAYOUT	412-53-2235	1283117	08/31/2017		16.00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	16.00		GOATS, BREAKAWAY ROPING					
	08/31/2017		JULY-2017					
COUNTY FAIR		16.00						
01 O	101086	GALLS LLC	5 - EMS PANTS	409-91-2236	1383117	08/31/2017	31412	834.88
	834.88		3 - WILDLAND/EMS BOOTS				31412	
	08/31/2017		UNIFORM NEEDS				31412	
			INVOICE # 8133075					
STATE FIRE ALLOTMENT		834.88						
01 O	101087	GSD - ADMIN SERVICES DIVISION	LPB UNEMPLOYMENT	401-05-2107	1483117	08/31/2017		2128.31
	2128.31		INVOICE # GSD-046400					
	08/31/2017							
COUNTY COMMISSION		2128.31						
01 O	101088	HART'S TRUSTWORTHY HARDWARE	WEED KILLER FOR GROUNDS	409-91-2215	1583117	08/31/2017	31410	37.98
	37.98		MAINTENANCE				31410	
	08/31/2017		INVOICE # B237680					
STATE FIRE ALLOTMENT		37.98						
01 O	101089	HONSTEIN OIL CO.	FUEL-P&Z AUGUST-2017 ZZ-2213	685-08-2202	1683117	08/31/2017		145.96
	2964.29		ASSESSOR FUEL 8/2017	610-40-2202		/ /		157.84
	08/31/2017		TC ANIMAL SHELTER FUEL	401-82-2202		/ /		265.35
			ASSESSOR FUEL 6/30/2017 ZZ2210	610-40-2202		/ /		142.80
			ASSESSOR FUEL 7/15/2017 ZZ2211	610-40-2202		/ /		94.15
			ASSESSOR FUEL 7/31/2017 ZZ2212	610-40-2202		/ /		111.81
			RURAL ADDRES. FUEL7/18,19/2017	675-07-2202		/ /		42.27
			SHERIFF FUEL 7/16-7/31/2017	401-50-2202		/ /		769.61
			SHERIFF FUEL 7/1-7/15/2017	401-50-2202		/ /		1207.98
			ELECT.MONIT. FUEL JULY 2017	420-73-2202		/ /		26.52
PLANNING & ZONING		145.96	COUNTY ASSESSOR	506.60	ANIMAL SHELTER		265.35	
RURAL ADDRESSING		42.27	COUNTY SHERIFF	1977.59	COMMUNITY MONITORING		26.52	
01 O	101090	INDEPENDENT DRUG TESTING	(1)DRUG TEST CONFIRMATIONS-JUNE	420-73-2272	1783117	08/31/2017		96.75
	96.75		(4)DRUG TEST CONFIRMATION-JULY					
	08/31/2017		INVOICE # 4249					
COMMUNITY MONITORING		96.75						
01 O	101091	JONES PLUMBING, LLC	CLEAN SEWER LINE AT DISPATCH	401-15-2215	1883117	08/31/2017	31318	134.77
	350.40		VERBAL APPROVAL BY L. OLIVAS				31318	
	08/31/2017		1715 ON 7/17/2017 TMP-180712				31318	
			INVOICE # 171					
			CLEAN SEWER LINE AT DISPATCH	401-15-2215	1983117	08/31/2017	31212	215.63
			VERBAL APPROVAL BY L.OLIVAS				31212	
			1032 ON 7/2/2017 TMP-180701				31212	
			INVOICE # 169					
ADMINISTRATIVE OFFICES		350.40						
01 O	101092	JUNIOR'S TIRE & AUTO PARTS INC.	(1) TIRE REPAIR-PZ-1	401-08-2201	2083117	08/31/2017	31465	12.00
	12.00		TMP PO # 180811				31465	
	08/31/2017		VERBAL APPROVAL BY: L OLIVAS				31465	
			1952 ON 8/22/2017				31465	
			INVOICE # 170059					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
PLANNING & ZONING		12.00						
01 O 101093	08/31/2017	LOPEZ, ELYSSIA	OTD RODEO PAYOUT, FLAGS, POLES GOATS	412-53-2235	2483117	08/31/2017		24.00
		24.00						
COUNTY FAIR		24.00						
01 O 101094	08/31/2017	MARLIN BUSINESS BANK	CONTRACT PAYMENT-BIZHUB COPIER 2016 PROPERTY TAX INVOICE # 15239868	911-80-2203	2183117	08/31/2017		357.57
		357.57						
911-DISPATCH CENTER		357.57						
01 O 101095	08/31/2017	MASTER, TRACEY	2017 ANNUAL SHERIFF'S CONFERENCE	605-03-2205	2283117	08/31/2017		275.00
		275.00						
DWI DISTRIBUTION GRANT		275.00						
01 O 101096	08/31/2017	MHQ OF NEW MEXICO	COMPUTER MOUNT FOR NEW 2017 ASSESSOR UNIT SHIPPING INVOICE # 5031	610-40-2218	2383117	08/31/2017	31429 31429 31429	123.25
		123.25						
COUNTY ASSESSOR		123.25						
01 O 101097	08/31/2017	MOUNTAIN VIEW TELEGRAPH	LEGAL ADS FOR RESOLUTIONS 2017-17, -18, -19 VERBAL APPROVAL BY L. OLIVAS 815 ON 5/1/2017 TMP-170501 INVOICE # 1349072;1349068 1349056	685-08-2221	2583117	08/31/2017	31460 31460 31460 31460	253.60
		253.60						
PLANNING & ZONING		253.60						
01 O 101098	08/31/2017	MOUNTAINAIR, TOWN OF	SENIOR CENTER WATER SENIOR CENTER GAS	401-05-2209 401-05-2209	2683117	08/31/2017 / /		83.75 63.92
		147.67						
COUNTY COMMISSION		147.67						
01 O 101099	08/31/2017	NATIONAL FIRE FIGHTER CORP.	SET OF 5 COLLAPSABLE CONES W/STORAGE BAG ESTIMATED SHIPPING INVOICE # 1419756	406-91-2248	2783117	08/31/2017	31447 31447 31447 31447	190.00
		190.00						
STATE FIRE ALLOTMENT		190.00						
01 O 101100	08/31/2017	NEW MEXICO LOCKING SYSTEMS	DISTRICT 3 NORTH STATION EMERGENCY REPLACEMENT OF KEY PAD VERBAL APPROVAL BY L. OLIVAS 1409 ON 8/14/2017 TMP-180805 INVOICE # 3042	408-91-2215	2883117	08/31/2017	31463 31463 31463 31463	328.45
		328.45						
STATE FIRE ALLOTMENT		328.45						
01 O 101101		NM EDGE	NEW STUDENT REGISTRATION FEE S. SASNOW	610-40-2266	2983117	08/31/2017	31430 31430	50.00
		50.00						

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	08/31/2017		INVOICE # 5072					
COUNTY ASSESSOR	50.00							
01 O 101102		NMAC FINANCE & PURCHASING AFFIL	2017/2018 ANNUAL MEMBERSHIP A. TENORIO	401-55-2269	3083117	08/31/2017		25.00
	25.00							
	08/31/2017							
FINANCE DEPARTMENT	25.00							
01 O 101103		ONSOLVE, LLC	ANNUAL RENEWAL FOR CODE RED INVOICE # ECN-028027	911-80-2272	3183117	08/31/2017		7140.66
	7140.66							
	08/31/2017							
911-DISPATCH CENTER	7140.66							
01 O 101104		ORKIN INC.	SCH SVC 9/6/17 PC STANDARD-MONTHLY-PC INVOICE # 164112535	401-05-2272	3283117	08/31/2017		84.67
	209.12							
	08/31/2017							
			SCHEDULED SERVICE-AUGUST	911-80-2215	3383117	08/31/2017		124.45
COUNTY COMMISSION	84.67	911-DISPATCH CENTER	124.45					
01 O 101105		ORTIZ, JENEA R	CONTINUUM COORDINATOR GRT AUGUST 2017 INVOICE # 22018	635-68-2272	3483117	08/31/2017		3166.66
	3166.66							
	08/31/2017							
CYFD JUVENILE JUSTICE	3166.66							
01 O 101106		P & M SIGNS INC	ROAD SIGNAGE 2 - CHAVEZ ROAD 1 - HOLLYHOCK LANE 3 - LEXCO ROAD 1 - SUNFLOWER DRIVE 1 - SINGING WIND ROAD 1 - WOOD ROAD 1 - CAPULINA ROAD 1 - RUINA ROAD INVOICE # 7809 1 - ZAPATO CANYON ROAD	675-07-2242	3583117	/ /	31445 31445 31445 31445 31445 31445 31445 31445 31445 31445	315.58
	315.58							
	08/31/2017							
RURAL ADDRESSING	315.58							
01 O 101107		PITNEY BOWES PURCHASE POWER	POSTAGE METER REFILL	401-05-2206	3683117	08/31/2017		1005.00
	1005.00							
	08/31/2017							
COUNTY COMMISSION	1005.00							
01 O 101108		PLATEAU WIRELESS	8/22/17-9/21/17 LANDLINE CHARGES INVOICE # 8376433	407-91-2207	3783117	08/31/2017		176.85
	176.85							
	08/31/2017							
STATE FIRE ALLOTMENT	176.85							
01 O 101109		POSITIVE PROMOTIONS	500 - NON-WOVERN SHOPPING TOTE BAGS SET UP CHARGE SHIPPING AND HANDLING (STATE FAIR COUNTY BOOTH)	600-06-2248	3883117	08/31/2017	31443 31443 31443 31443 31443	596.98
	596.98							
	08/31/2017							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			INVOICE # 5829813					
RISK MANAGEMENT		596.98						
01 O 101110		PRESBYTERIAN MEDICAL SERVICES	MFHC RPHCA CONTRACT-MAY	616-17-2272	3983117	08/31/2017		16480.00
28988.36			MFHC RPHCA CONTRACT-JUNE					
08/31/2017			INVOICE # 52017					
			MFHC RPHCA CONTRACT-JULY	616-18-2272	4083117	08/31/2017		12508.36
			DAILY OPERATIONS					
			INVOICE # 72017					
RPHCA GRANT FY17		16480.00	RPHCA GRANT FY16	12508.36				
01 O 101111		RED BLUFF BUCKLES LLC	(1) BUCKLE	412-53-2246	4183117	08/31/2017		130.00
130.00			FOR WINNER OF COUNTY FAIR					
08/31/2017			INVOICE # 34042					
COUNTY FAIR		130.00						
01 O 101112		REMMEY, WARREN T	REDUCE 8 EXTERIOR HIGH PRESSURE	409-91-2215	4283117	08/31/2017	31428	960.00
960.00			SODIUM 70 WATT LIGHTS WITH 28				31428	
08/31/2017			WATT DUSK TO DAWN LED FIXTURES				31428	
STATE FIRE ALLOTMENT		960.00						
01 O 101113		RICH FORD SALES	OIL CHANGE & INSPECTION	401-30-2201	4383117	08/31/2017	31456	45.50
45.50			2009 ESCAPE				31456	
08/31/2017			INVOICE # 2014665/1-2					
COUNTY TREASURER		45.50						
01 O 101114		RICOH USA, INC	ASSESSOR RICOH SERVICE	610-40-2203	4483117	08/31/2017		341.93
341.93			CONTRACT COPIER 8/1-9/1-2017					
08/31/2017			INVOICE # 99250219					
COUNTY ASSESSOR		341.93						
01 O 101115		RICOH USA, INC	REPLACES PO 29850	402-60-2203	4583117	08/31/2017	31279	72.18
72.18			INVOICE # 23340656					
08/31/2017								
COUNTY ROAD DEPARTMENT		72.18						
01 O 101116		RICOH USA, INC	REPLACES PO 28393	610-40-2203	4683117	08/31/2017	31290	114.90
229.80			RICOH MPCW220SP WIDE FORMAT	675-07-2203		/ /	31290	114.90
08/31/2017			COLOR DIGITAL COPIER				31290	
			PRINTER/SCANNER				31290	
			THIS PO IS SUBJECT TO WSCA				31290	
			CONTRACT #1715				31290	
			STATE OF NEW MEXICO CONTRACT				31290	
			#90-000-00-00092A 36 MO LEASE				31290	
			274.98 MONTHLY 36 MO SERVICE				31290	
			EXT RATE 105.00 MONTHLY 1 FY				31290	
			LEASE FOR 3 YEARS				31290	
			INCLUDED PARTS & LABOR ONLY				31290	
			SHIP TO ADDRESS				31290	
			205 9TH & ALLEN STREET				31290	
			ESTANCIA, NM 87016 RM 5				31290	
			VERBAL APPROVAL BY L. OLIVAS				31290	
			928 ON 5/25/2017 TMP-FY1801				31290	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			EID#12964426 SER#C8607107				31290	
			COVERAGE: 7/1/2017 - 6/30/2018				31290	
			INVOICE # 5050018297					
COUNTY ASSESSOR		114.90	RURAL ADDRESSING	114.90				
01 O 101117		RICOH USA, INC	REPLACES PO 28393	610-40-2203	4783117	08/31/2017	31290	148.75
297.49			RICOH MPCW220SP WIDE FORMAT	675-07-2203		/ /	31290	148.74
08/31/2017			INVOICE # 23340655					
COUNTY ASSESSOR		148.75	RURAL ADDRESSING	148.74				
01 O 101118		RICOH USA, INC	REPLACES PO 28393	610-40-2203	4883117	08/31/2017	31290	148.23
296.46			RICOH MPCW220SP WIDE FORMAT	675-07-2203		/ /	31290	148.23
08/31/2017			INVOICE # 23073980					
COUNTY ASSESSOR		148.23	RURAL ADDRESSING	148.23				
01 O 101119		RICOH USA, INC	REPLACES PO 28393	610-40-2203	4983117	08/31/2017	31290	148.74
297.49			RICOH MPCW220SP WIDE FORMAT	675-07-2203		/ /	31290	148.75
08/31/2017			INVOICE # 23208395					
COUNTY ASSESSOR		148.74	RURAL ADDRESSING	148.75				
01 O 101120		SEDILLO, SOPHIA	OTD RODEO PAYOUT	412-53-2235	5083117	08/31/2017		18.75
18.75			FLAGS, BARRELS					
08/31/2017								
COUNTY FAIR		18.75						
01 O 101121		STAPLES BUSINESS ADVANTAGE	BATTERIES, PAPER, FILE FOLDERS,	401-08-2219	5183117	08/31/2017	31435	405.10
405.10			LEGAL PADS, BINDER CLIPS, POST				31435	
08/31/2017			ITS, STAPLERS, CD CASES, CD-RS,				31435	
			LEGAL EXPANSION FILE POCKETS,				31435	
			LETTER EXPANSION FILE POCKETS,				31435	
			RECEIPT BOOK, POST IT FLAGS,				31435	
			PRONG FASTENERS				31435	
			INVOICE # 3348925422					
PLANNING & ZONING		405.10						
01 O 101122		STAPLES BUSINESS ADVANTAGE	1 - DESKTOP PRINTER	401-90-2219	5283117	08/31/2017	31432	161.92
161.92			5 - FASTENER FOLDERS				31432	
08/31/2017			INVOICE # 3349005352					
PROBATE JUDGE		161.92						
01 O 101123		STAPLES BUSINESS ADVANTAGE	6 - BROTHER TN660 HIGH YIELD	911-80-2219	5383117	08/31/2017	31431	336.28
336.28			TONER				31431	
08/31/2017			1 - BROTHER TN-310 BLACK TONER				31431	
			INVOICE # 3348844323					
911-DISPATCH CENTER		336.28						
01 O 101124		STAPLES BUSINESS ADVANTAGE	CLR, CLOROX BATHROOM CLEANER,	409-91-2215	5483117	08/31/2017	31413	45.53
175.95			LYSOL BATHROOM CLEANER W/BLEACH				31413	
08/31/2017			2 - CASES OF GATORADE FOR	409-91-2248		/ /	31413	52.43
			REHYDRATION				31413	
			DIGITAL VOICE RECORDER FOR	413-91-2219		/ /	31413	77.99
			MINUTE TAKING PURPOSES				31413	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE FIRE ALLOTMENT 175.95								
01 O 101125	08/31/2017	STAPLES BUSINESS ADVANTAGE	ELECTRONIC STAPLER, POSTCARDS, BUSINESS CARD STOCK, DUSTER REFILLS, POST-IT FLAGS, SHREDDER BAGS, FILE FOLDERS, FACIAL TISSUES, GEL PENS, COPY PAPER, POST-IT POP-UP DISPENSER; FULL SHEET LABELS	401-30-2219	5583117 08/31/2017	31259 31259 31259 31259 31259 31259 31259	367.28
367.28								
COUNTY TREASURER 367.28								
01 O 101126	08/31/2017	STOCUM, JOHN	NMSA TRAINING CONFERENCE AUGUST 2017	401-50-2205	5683117 08/31/2017		72.00
72.00								
COUNTY SHERIFF 72.00								
01 O 101127	08/31/2017	UNM MEDICAL GROUP	MEDICAL DIRECTOR QUARTERLY FEE JAN.2017 TO MARCH 2017	411-92-2272	5783117 08/31/2017		3000.00
3000.00								
1/4% FIRE EXCISE TAX 3000.00								
01 O 101128	08/31/2017	WARE, SIDNEY K	CASE MANAGEMENT FOLLOW - UP GIRLS CIRCLE BOYS COUNCIL INVOICE # 119	635-68-2272	5883117 08/31/2017		1490.00
1490.00								
CYFD JUVENILE JUSTICE 1490.00								
01 O 101129	08/31/2017	WASTE MANAGEMENT OF NM INC.	MONTHLY TRASH PICK-UP SEPTEMBER 2017 INVOICE # 8630871-0573-1	401-82-2210	5983117 08/31/2017		115.56
			MONTHLY CHARGES 1-8 YARD DUMPSTER 9/1-9/30-2017 INVOICE # 8630869-0573-5	413-91-2210	6083117 08/31/2017		291.17
406.73								
ANIMAL SHELTER 115.56 STATE FIRE ALLOTMENT 291.17								
01 O 101130	08/31/2017	WESTERN TRAILS VETERINARY INC.	BRIEF EXAM SKIN SCRAPING BOX NEXGUARD 10-24 LBS BOX NEXGUARD 4-10 LBS LRG STERILIZATIONS SML STERILIZATIONS RABIES VACCINATIONS	401-82-2272	6183117 08/31/2017		174.47
				401-82-2272	6283117 08/31/2017		116.00
290.47								
ANIMAL SHELTER 290.47								
01 O 101131	08/31/2017	WHITE, HEATH	NMSA TRAINING CONFERENCE AUGUST-2017	401-50-2205	6383117 08/31/2017		89.00
89.00								
COUNTY SHERIFF 89.00								
01 O 101132		WRYE, WILLIAM BRICE	OTD RODEO BREAKAWAY ROPING	412-53-2235	6483117 08/31/2017		7.50

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	7.50		JULY-2017					
	08/31/2017							
COUNTY FAIR		7.50						
01 O	101133	ZIA GRAPHICS INC.	3 - MEDIUM DARK NAVY TACTICAL POLO SHIRTS H. SANCHEZ - ADMIN ASSISTANT 3 - LARGE SENTINEL WHITE TACTICAL POLO SHIRTS L. GARY - FIRE CHIEF INVOICE # 49011	413-91-2236	6583117	08/31/2017	31414 31414 31414 31414 31414 31414	270.00
	270.00							
	08/31/2017							
STATE FIRE ALLOTMENT		270.00						
80	109216.36	/ /	TOTAL					

Date: 8/31/17 17:14:56 D I S T R I B U T I O N CHECKS PRINTED 8/22-8/31-2017

		DEBITS	CREDITS
** GRAND TOTAL **		109,216.36	.00
**TOTAL	GENERAL FUND	29,099.61	.00
**DEPT	COUNTY COMMISSION	4,967.44	.00
401-05-2107	RISK MANAGEMENT INSURANCE FEES	2,128.31	.00
401-05-2206	POSTAGE	1,005.00	.00
401-05-2208	ELECTRICITY	1,581.79	.00
401-05-2209	HEATING/GAS/PROPANE	147.67	.00
401-05-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	20.00	.00
401-05-2272	PROFESSIONAL SERVICES	84.67	.00
**DEPT	PLANNING & ZONING	439.71	.00
401-08-2201	VEHICLE MAINTENANCE/REPAIR	12.00	.00
401-08-2219	OFFICE SUPPLIES	405.10	.00
401-08-2221	PRINTING/PUBLISHING/ADVERTISING	22.61	.00
**DEPT	COUNTY MANAGER	43.59	.00
401-10-2202	VEHICLE FUEL	43.59	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	3,826.22	.00
401-15-2202	VEHICLE FUEL	170.79	.00
401-15-2208	ELECTRICITY	3,305.03	.00
401-15-2215	BUILDING MAINTENANCE/REPAIR	350.40	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	3,745.59	.00
401-16-2208	ELECTRICITY	3,745.59	.00
**DEPT	ELECTIONS	30.49	.00
401-21-2308	VOTING MACHINE STORAGE	30.49	.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	363.68	.00
401-24-2208	ELECTRICITY	363.68	.00
**DEPT	COUNTY TREASURER	1,013.28	.00
401-30-2201	VEHICLE MAINTENANCE/REPAIR	45.50	.00
401-30-2219	OFFICE SUPPLIES	967.78	.00
**DEPT	COUNTY SHERIFF	10,168.14	.00
401-50-2201	VEHICLE MAINTENANCE/REPAIR	1,510.00	.00
401-50-2202	VEHICLE FUEL	8,408.14	.00
401-50-2205	MILEAGE/PER DIEM	250.00	.00
**DEPT	FINANCE DEPARTMENT	25.00	.00
401-55-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	25.00	.00
**DEPT	ANIMAL SHELTER	4,314.55	.00
401-82-2201	VEHICLE MAINTENANCE/REPAIR	1,343.31	.00
401-82-2202	VEHICLE FUEL	265.35	.00
401-82-2208	ELECTRICITY	457.20	.00
401-82-2210	WATER/SEWER/TRASH	115.56	.00
401-82-2216	ANIMAL FOOD	257.39	.00
401-82-2219	OFFICE SUPPLIES	856.01	.00
401-82-2220	CLEANING SUPPLIES	245.79	.00
401-82-2222	FIELD SUPPLIES	172.17	.00
401-82-2223	KENNEL SUPPLIES	147.52	.00
401-82-2229	PAPER SUPPLIES	68.98	.00
401-82-2248	SAFETY EQUIPMENT	94.80	.00
401-82-2272	PROFESSIONAL SERVICES	290.47	.00
**DEPT	PROBATE JUDGE	161.92	.00

		DEBITS	CREDITS
401-90-2219	OFFICE SUPPLIES	161.92	.00
**TOTAL	ROAD FUND	72.18	.00
**DEPT	COUNTY ROAD DEPARTMENT	72.18	.00
402-60-2203	MAINTENANCE CONTRACTS	72.18	.00
**TOTAL	DISTRICT 5 VFD	1,134.19	.00
**DEPT	STATE FIRE ALLOTMENT	1,134.19	.00
405-91-2202	VEHICLE FUEL	601.77	.00
405-91-2208	ELECTRICITY	532.42	.00
**TOTAL	DISTRICT 2 VFD	703.54	.00
**DEPT	STATE FIRE ALLOTMENT	703.54	.00
406-91-2202	VEHICLE FUEL	356.26	.00
406-91-2208	ELECTRICITY	157.28	.00
406-91-2248	SAFETY EQUIPMENT	190.00	.00
**TOTAL	DISTRICT 1 VFD	343.21	.00
**DEPT	STATE FIRE ALLOTMENT	343.21	.00
407-91-2202	VEHICLE FUEL	55.99	.00
407-91-2207	TELECOMMUNICATIONS	176.85	.00
407-91-2208	ELECTRICITY	110.37	.00
**TOTAL	DISTRICT 3 VFD	1,456.28	.00
**DEPT	STATE FIRE ALLOTMENT	1,456.28	.00
408-91-2202	VEHICLE FUEL	843.05	.00
408-91-2208	ELECTRICITY	284.78	.00
408-91-2215	BUILDING MAINTENANCE/REPAIR	328.45	.00
**TOTAL	DISTRICT 4 VFD	2,135.10	.00
**DEPT	STATE FIRE ALLOTMENT	2,135.10	.00
409-91-2202	VEHICLE FUEL	88.70	.00
409-91-2208	ELECTRICITY	115.58	.00
409-91-2215	BUILDING MAINTENANCE/REPAIR	1,043.51	.00
409-91-2236	UNIFORMS	834.88	.00
409-91-2248	SAFETY EQUIPMENT	52.43	.00
**TOTAL	L.E. PROTECTION FUND	960.00	.00
**DEPT	COUNTY SHERIFF	960.00	.00
410-50-2222	FIELD SUPPLIES	960.00	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	3,000.00	.00
**DEPT	1/4% FIRE EXCISE TAX	3,000.00	.00
411-92-2272	PROFESSIONAL SERVICES	3,000.00	.00
**TOTAL	COUNTY FAIR	3,561.62	.00
**DEPT	COUNTY FAIR	3,561.62	.00
412-53-2208	ELECTRICITY	371.69	.00
412-53-2219	OFFICE SUPPLIES	461.05	.00
412-53-2221	PRINTING/PUBLISHING/ADVERTISING	20.00	.00
412-53-2235	AWARDS FOR COUNTY FAIR	1,706.72	.00
412-53-2246	BUCKLES	130.00	.00

		DEBITS	CREDITS
412-53-2272	PROFESSIONAL SERVICES	770.75	.00
412-53-2299	EVENT SERVICES	101.41	.00
**TOTAL	FIRE DEPARTMENT ADMIN	1,432.14	.00
**DEPT	STATE FIRE ALLOTMENT	1,432.14	.00
413-91-2202	VEHICLE FUEL	792.98	.00
413-91-2210	WATER/SEWER/TRASH	291.17	.00
413-91-2219	OFFICE SUPPLIES	77.99	.00
413-91-2236	UNIFORMS	270.00	.00
**TOTAL	INDIGENT FUND	2,000.00	.00
**DEPT	2ND 1/8 GROSS RECEIPTS TAX	2,000.00	.00
414-19-2293	INDIGENT MEDICAL CLAIMS	2,000.00	.00
**TOTAL	DISTRICT 6 VFD	161.87	.00
**DEPT	STATE FIRE ALLOTMENT	161.87	.00
418-91-2202	VEHICLE FUEL	103.13	.00
418-91-2208	ELECTRICITY	58.74	.00
**TOTAL	JAIL FUND	1,461.81	.00
**DEPT	COMMUNITY MONITORING	1,461.81	.00
420-73-2202	VEHICLE FUEL	50.68	.00
420-73-2218	EQUIPMENT MAINTENANCE/REPAIR	1,314.38	.00
420-73-2272	PROFESSIONAL SERVICES	96.75	.00
**TOTAL	SAFETY PROGRAM	596.98	.00
**DEPT	RISK MANAGEMENT	596.98	.00
600-06-2248	SAFETY EQUIPMENT	596.98	.00
**TOTAL	CIVIL DEFENSE FUND	134.19	.00
**DEPT	COMMUNICATIONS/EMS TAX	134.19	.00
604-83-2202	VEHICLE FUEL	134.19	.00
**TOTAL	DWI PROGRAM FUND	312.26	.00
**DEPT	DWI DISTRIBUTION GRANT FY18	312.26	.00
605-03-2202	VEHICLE FUEL	37.26	.00
605-03-2205	MILEAGE/PER DIEM	275.00	.00
**TOTAL	PROPERTY VALUATION FUND	2,310.58	.00
**DEPT	COUNTY ASSESSOR	2,310.58	.00
610-40-2202	VEHICLE FUEL	579.78	.00
610-40-2203	MAINTENANCE CONTRACTS	902.55	.00
610-40-2218	EQUIPMENT MAINTENANCE/REPAIR	123.25	.00
610-40-2248	SAFETY EQUIPMENT	655.00	.00
610-40-2266	TRAINING	50.00	.00
**TOTAL	RPHCA GRANT	28,988.36	.00
**DEPT	RPHCA GRANT FY17	16,480.00	.00
616-17-2272	PROFESSIONAL SERVICES	16,480.00	.00
**DEPT	RPHCA GRANT FY16	12,508.36	.00
616-18-2272	PROFESSIONAL SERVICES	12,508.36	.00

		DEBITS	CREDITS
**TOTAL	HOME VISITING GRANT	20.08	.00
**DEPT	HOME VISITING GRANT FY18	20.08	.00
629-49-2205	MILEAGE/PER DIEM	20.08	.00
**TOTAL	JUVENILE JUSTICE GRANT	4,656.66	.00
**DEPT	CYFD JUVENILE JUSTICE GRANT FY18	4,656.66	.00
635-68-2272	PROFESSIONAL SERVICES	4,656.66	.00
**TOTAL	HIGH LONESOME WIND PILT	13,186.30	.00
**DEPT	HIGH LONESOME WIND PILT	13,186.30	.00
641-09-2607	GRADER/EQUIPMENT LEASE	13,186.30	.00
**TOTAL	RURAL ADDRESSING	918.47	.00
**DEPT	RURAL ADDRESSING	918.47	.00
675-07-2202	VEHICLE FUEL	42.27	.00
675-07-2203	MAINTENANCE CONTRACTS	560.62	.00
675-07-2242	SIGNS	315.58	.00
**TOTAL	P&Z COURT FEES	399.56	.00
**DEPT	PLANNING & ZONING	399.56	.00
685-08-2202	VEHICLE FUEL	145.96	.00
685-08-2221	PRINTING/PUBLISHING/ADVERTISING	253.60	.00
**TOTAL	EMERGENCY-911 FUND	10,171.37	.00
**DEPT	911-DISPATCH CENTER	10,171.37	.00
911-80-2202	VEHICLE FUEL	61.85	.00
911-80-2203	MAINTENANCE CONTRACTS	357.57	.00
911-80-2208	ELECTRICITY	1,550.56	.00
911-80-2215	BUILDING MAINTENANCE/REPAIR	124.45	.00
911-80-2219	OFFICE SUPPLIES	336.28	.00
911-80-2228	SOFTWARE	600.00	.00
911-80-2272	PROFESSIONAL SERVICES	7,140.66	.00
BANK01	WELLS FARGO	109,216.36	.00
	** BANK TOTALS **	109,216.36	.00

Presentation (s)

A) 2017 Tax Rates- Jesse Lucero, Deputy Assessor

B) Department of Finance FY 2017- 2018 Budget Letter –Amanda Tenorio, Finance Director

C) 2018 NMAC Legislative Priorities

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

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: JESSE LUCERO (First / Last) ASSESSOR (Department / Company / Organization Name)

Today's Date: 9.5.17 Mailing Address: _____ (Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-544-4320 Fax Number: _____ Would you like this Agenda Faxed to you? Yes No

Email Address: _____

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

Brief explanation of business to be discussed:
ORDER SETTING PROPERTY TAX RATES 2017

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

County Commission

James "Jim" Frost
Commissioner
District 1

Julia DuCharme
Commissioner
District 2

Javier E. Sanchez
Commissioner
District 3

PO Box 48 ~ 205 Ninth Street
Estancia, NM 87016
(505) 246-4752 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

County Manager
Belinda Garland

Deputy County Manager
Annette Ortiz

County Attorney
Dennis Wallin

TAX RATE SETTING ORDER

PURSUANT TO SECTION 7-35-30 N.M.S.A., 1978 COMPILATION, THE TORRANCE COUNTY BOARD OF COMMISSIONERS ON SEPTEMBER 13th, 2017 IMPOSED THE ATTACHED TAX RATES FOR THE 2016 TAX YEAR. A COPY OF THIS ORDER WAS GIVEN TO THE ASSESSOR.

TORRANCE COUNTY COMMISSION

James "Jim" Frost, District 1

Julia DuCharme, District 2

Javier E. Sanchez, District 3

Attest:

County Clerk

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
TORRANCE COUNTY
TAX YEAR 2017
NET TAXABLE VALUE:

$409,463,685											
MUNICIPALITY:	Estancia	Estancia			Willard	Willard	Moriarty	Moriarty			
TAXABLE VALUE:	6,713,025	17,475,052	37,459,545	52,275,774	810,208	848,643	16,955,706	31,570,486	84,656,042	58,188,872	
CATEGORY:	7 IN R	7 IN NR	7 OUT R	7 OUT NR	7W IN R	7W IN NR	8 IN R	8 IN NR	8 OUT R	8 OUT NR	
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	
Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	
County Operational	11.179	11.850	11.179	11.850	11.179	11.850	11.179	11.850	11.179	11.850	
County Debt Service	0.894	0.894	0.894	0.894	0.894	0.894	0.894	0.894	0.894	0.894	
Total County	12.073	12.744	12.073	12.744	12.073	12.744	12.073	12.744	12.073	12.744	
Municipal Operational	1.554	0.432	0.000	0.000	4.987	4.586	2.225	1.398	0.000	0.000	
Municipal Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Total Municipal	1.554	0.432	0.000	0.000	4.987	4.586	2.225	1.398	0.000	0.000	
School District Operational	0.452	0.388	0.452	0.388	0.452	0.388	0.381	0.500	0.381	0.500	
School District Debt Service	5.576	5.576	5.576	5.576	5.576	5.576	8.228	8.228	8.228	8.228	
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000	2.000	2.000	1.950	2.000	1.950	2.000	
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
School Dist. Educ. Tech. Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
Total School District	8.028	7.964	8.028	7.964	8.028	7.964	10.559	10.728	10.559	10.728	
Total State, County, Municipal, & School District	23.015	22.500	21.461	22.068	26.448	26.654	26.217	26.230	23.992	24.832	
Other:											
Total Other	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
GRAND TOTAL	23.015	22.500	21.461	22.068	26.448	26.654	26.217	26.230	23.992	24.832	

Where Applicable:		Claunch Pinto WCD		Carrizozo SWCD	
Cattle Indemnity	10.000	Res:	1.000	Res:	1.000
Sheep/Goats/Swine/Alpaca	10.000	Non Res:	1.000	Non Res:	1.000
Dairy Cattle	5.000	East Torrance SWCD		Edgewood SWCD	
Bison/Camelids/Ratite	9.972	Res:	1.000	Res:	1.000
Horses/Asses/Mules	6.965	Non Res:	1.000	Non Res:	1.000

(1) To Corona Board of Education
(2) To Vaughn Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
TORRANCE COUNTY
TAX YEAR 2017
NET TAXABLE VALUE:

$409,463,685									
MUNICIPALITY:	Mountainair	Mountainair			Encino	Encino			
TAXABLE VALUE:	6,345,035	3,862,755	18,692,948	31,314,318	411,857	1,413,867	1,162,060	29,773,040	1,994,694
CATEGORY:	13 IN R	13 IN NR	13 OUT R	13 OUT NR	16 IN R	16 IN NR	16 OUT R	16 OUT NR	20 / 35 R
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	11.179	11.850	11.179	11.850	11.179	11.850	11.179	11.850	11.179
County Debt Service	0.894	0.894	0.894	0.894	0.894	0.894	0.894	0.894	0.894
Total County	12.073	12.744	12.073	12.744	12.073	12.744	12.073	12.744	12.073
Municipal Operational	5.638	6.358	0.000	0.000	1.689	1.923	0.000	0.000	0.000
Municipal Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Municipal	5.638	6.358	0.000	0.000	1.689	1.923	0.000	0.000	0.000
School District Operational	0.401	0.500	0.401	0.500	0.500 (2)	0.500 (2)	0.500 (2)	0.500 (2)	0.472 (1)
School District Debt Service	4.318	4.318	4.318	4.318	2.747 (2)	2.747 (2)	2.747 (2)	2.747 (2)	2.123 (1)
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000	2.000 (2)	2.000 (2)	2.000 (2)	2.000 (2)	2.000 (1)
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000 (2)	0.000 (2)	0.000 (2)	0.000 (2)	0.000 (1)
School Dist. Educ. Tech. Debt Service	0.000	0.000	0.000	0.000	1.543 (2)	1.543 (2)	1.543 (2)	1.543 (2)	0.000 (1)
Total School District	6.719	6.818	6.719	6.818	6.790	6.790	6.790	6.790	4.595
Total State, County, Municipal, & School District	25.790	27.280	20.152	20.922	21.912	22.817	20.223	20.894	18.028
Other:									
Total Other	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
GRAND TOTAL	25.790	27.280	20.152	20.922	21.912	22.817	20.223	20.894	18.028

Where Applicable:	
Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	9.972
Horses/Asses/Mules	6.965

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
TORRANCE COUNTY
TAX YEAR 2017
NET TAXABLE VALUE:

	$409,463,685
MUNICIPALITY:	
TAXABLE VALUE:	7,540,258
CATEGORY:	20 / 35 NR
State Debt Service	1.360
Total State	1.360
County Operational	11.850
County Debt Service	0.894
Total County	12.744
Municipal Operational	0.000
Municipal Debt Service	0.000
Total Municipal	0.000
School District Operational	0.500 (1)
School District Debt Service	2.123 (1)
School Dist. Cap. Improvement	2.000 (1)
House Bill 33, School Building	0.000 (1)
School Dist. Educ. Tech. Debt Service	0.000 (1)
Total School District	4.623
Total State, County, Municipal, & School District	18.727
Other:	
Total Other	0.000
GRAND TOTAL	18.727

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	9.972
Horses/Asses/Mules	6.965

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
TORRANCE COUNTY
TAX YEAR 2016
NET TAXABLE VALUE:

$390,725,148												
MUNICIPALITY:	Estancia	Estancia			Willard	Willard	Moriarty	Moriarty				Mountainair
TAXABLE VALUE:	6,796,263	17,433,899	36,669,048	49,626,038	840,919	818,533	16,929,906	30,934,908	83,322,518	48,055,782		6,436,311
CATEGORY:	7 IN R	7 IN NR	7 OUT R	7 OUT NR	7W IN R	7W IN NR	8 IN R	8 IN NR	8 OUT R	8 OUT NR		13 IN R
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360		1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360		1.360
County Operational	11.028	11.510	11.028	11.510	11.028	11.510	11.028	11.510	11.028	11.510		11.028
County Debt Service	0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967		0.967
Total County	11.995	12.477	11.995	12.477	11.995	12.477	11.995	12.477	11.995	12.477		11.995
Municipal Operational	1.499	0.426	0.000	0.000	4.670	4.492	2.188	1.357	0.000	0.000		5.319
Municipal Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000
Total Municipal	1.499	0.426	0.000	0.000	4.670	4.492	2.188	1.357	0.000	0.000		5.319
School District Operational	0.446	0.384	0.446	0.384	0.446	0.384	0.384	0.500	0.384	0.500		0.391
School District Debt Service	5.551	5.551	5.551	5.551	5.551	5.551	8.426	8.426	8.426	8.426		4.205
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000	2.000	2.000	1.961	2.000	1.961	2.000		2.000
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000
School Dist. Educ. Tech. Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000
Total School District	7.997	7.935	7.997	7.935	7.997	7.935	10.771	10.926	10.771	10.926		6.596
Total State, County, Municipal, & School District	22.851	22.198	21.352	21.772	26.022	26.264	26.314	26.120	24.126	24.763		25.270
Other:												
Total Other	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000		0.000
GRAND TOTAL	22.851	22.198	21.352	21.772	26.022	26.264	26.314	26.120	24.126	24.763		25.270

Where Applicable:	
Cattle Indemnity	8.049
Sheep/Goats/Swine/Alpaca	9.428
Dairy Cattle	4.220
Bison/Camelids/Ratite	9.986
Horses/Asses/Mules	8.777

Claunch Pinto WCD
Res: 1.000
Non Res: 1.000
East Torrance SWCD
Res: 1.000
Non Res: 1.000

Carrizozo SWCD
Res: 1.000
Non Res: 1.000
Edgewood SWCD
Res: 1.000
Non Res: 1.000

(1) To Corona Board of Education
(2) To Vaughn Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
TORRANCE COUNTY
TAX YEAR 2016
NET TAXABLE VALUE:

$390,725,148										
	MUNICIPALITY:	Mountainair			Encino	Encino				
	TAXABLE VALUE:	3,785,819	17,993,486	33,542,072	444,246	882,190	1,171,861	25,889,212	1,924,865	7,227,272
	CATEGORY:	13 IN NR	13 OUT R	13 OUT NR	16 IN R	16 IN NR	16 OUT R	16 OUT NR	20 / 35 R	20 / 35 NR
State Debt Service		1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
	Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational		11.510	11.028	11.510	11.028	11.510	11.028	11.510	11.028	11.510
County Debt Service		0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967	0.967
	Total County	12.477	11.995	12.477	11.995	12.477	11.995	12.477	11.995	12.477
Municipal Operational		6.303	0.000	0.000	1.540	1.893	0.000	0.000	0.000	0.000
Municipal Debt Service		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	Total Municipal	6.303	0.000	0.000	1.540	1.893	0.000	0.000	0.000	0.000
School District Operational		0.489	0.391	0.489	0.500 (2)	0.496 (2)	0.500 (2)	0.496 (2)	0.468 (1)	0.483 (1)
School District Debt Service		4.205	4.205	4.205	2.475 (2)	2.475 (2)	2.475 (2)	2.475 (2)	1.844 (1)	1.844 (1)
School Dist. Cap. Improvement		2.000	2.000	2.000	2.000 (2)	2.000 (2)	2.000 (2)	2.000 (2)	1.988 (1)	1.982 (1)
House Bill 33, School Building		0.000	0.000	0.000	0.000 (2)	0.000 (2)	0.000 (2)	0.000 (2)	0.000 (1)	0.000 (1)
School Dist. Educ. Tech. Debt Service		0.000	0.000	0.000	1.861 (2)	1.861 (2)	1.861 (2)	1.861 (2)	0.000 (1)	0.000 (1)
	Total School District	6.694	6.596	6.694	6.836	6.832	6.836	6.832	4.300	4.309
Total State, County, Municipal, & School District		26.834	19.951	20.531	21.731	22.562	20.191	20.669	17.655	18.146
Other:										
	Total Other	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
	GRAND TOTAL	26.834	19.951	20.531	21.731	22.562	20.191	20.669	17.655	18.146

Where Applicable:	
Cattle Indemnity	8.049
Sheep/Goats/Swine/Alpaca	9.428
Dairy Cattle	4.220
Bison/Camelids/Ratite	9.986
Horses/Asses/Mules	8.777

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

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: Amanda (First) Tenorio (Last) — Finance (Department / Company / Organization Name)

Today's Date: 9-6-17 **Mailing Address:** _____ (Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 544-4720 **Fax Number:** _____ Would you like this Agenda Faxed to you? Yes No

Email Address: atenorio@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:
DFA - Approved Budget for FY18

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

DUFFY RODRIGUEZ
CABINET SECRETARY

MICHAEL MARIANO
ACTING DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 14, 2017

The Honorable Javier Sanchez
Torrance County
P.O. Box 48
Estancia, NM 87016

Dear Commissioner Sanchez:

The final budget for your local government entity for Fiscal Year 2018, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the *Tier System Reporting* rule, 2.2.2.16 NMAC) for Fiscal Year 2016 should have been submitted to the Office of the State Auditor as of this time. The LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2018 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

Due to estimated expenditures and transfers exceeding estimated revenue, your entity's General Fund cash balance is being depleted. Careful control of expenditures and attention to revenue collection efforts is recommended to avoid further depletion of reserves.

Finally, as required by Section 6-6-2H NMSA 1978, LGD is required to approve all budget increases and transfers between funds not included in the final approved budget.

If you have questions regarding this matter, please call Erica J. Cummings of my staff at 505-827-4127
Sincerely,

Rick Lopez, Director
Local Government Division

xc: file

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Recapitulation

COUNTY: Torrance County

Fiscal Year 2017-2018

ROUNDED TO NEAREST DOLLAR

FUND TITLE	FUND NUMBER	UNAUDITED BEGINNING CASH BALANCE @ JULY 1	INVESTMENTS	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
GENERAL FUND - Operating (GF)	101	$2,054,377	$1,785,109	5,880,001	(1,048,224)	5,323,255	$3,348,008	1,330,814	$2,017,194
CORRECTION	201	$0	$0	0	0	0	$0		$0
ENVIRONMENTAL GRT	202	$0	$0	90,000	0	90,000	$0		$0
COUNTY PROPERTY VALUATION	203	$218,928	$0	101,000	44,141	363,166	$903		$903
COUNTY ROAD	204	$247,543	$247,543	1,157,529	95,000	1,372,284	$375,331	114,357	$260,974
EMS	206	$100,590	$0	29,000	0	128,590	$1,000		$1,000
ENHANCED 911	207	$226,397	$226,397	615,150	213,089	915,810	$365,223		$365,223
FARM & RANGE IMPROVEMENT	208	$256	$0	1,500	31,500	31,500	$1,756		$1,756
FIRE PROTECTION FUND	209	$258,220	$0	589,894	0	786,660	$61,454		$61,454
LEPF	211	$3,781	$0	~~27,800~~ 26,886	0	~~31,581~~ 29,786	~~$1~~ $0		$0
LODGERS' TAX	214	$0	$0	0	0	0	$0		$0
RECREATION	217	$0	$0	0	0	0	$0		$0
INTERGOVERNMENTAL GRANTS	218	$133,855	$0	659,180	67,151	785,280	$74,906		$74,906
SENIOR CITIZEN	219	$781	$0	0	10,000	10,000	$781		$781
COUNTY INDIGENT FUND	220	$311,795	$0	375,000	0	686,000	$795		$795
COUNTY HOSPITAL FUND	221	$0	$0	0	0	0	$0		$0
COUNTY FIRE PROTECTION	222	$215,187	$215,187	110,000	(11,243)	313,944	$215,187		$215,187
DWI PROGRAM	223	$50,799	$0	152,795	0	199,697	$3,897		$3,897
CLERK RECORDING AND FILING	225	$9,268	$0	20,000	0	29,200	$68		$68
JAIL - DETENTION FUND	226	$450,762	$0	355,000	520,000	1,295,518	$30,244		$30,244
OTHER	299	$775,526	$647,105	1,520,147	172,668	2,022,484	$1,092,962		$1,092,962
CAPITAL PROJECT FUNDS	300	$732,035	$0	490,208	0	1,127,960	$94,283		$94,283
G. O. BONDS	401	$387,310	$0	383,901	0	383,901	$387,310		$387,310
REVENUE BONDS	402	$0	$0	0	0	0	$0		$0
DEBT SERVICE OTHER	403	$94,082	$0	285,104	(94,082)	285,104	$0		$0
ENTERPRISE FUNDS	500								
Water Fund		$0	$0	0	0	0	$0		$0
Solid Waste		$0	$0	0	0	0	$0		$0
Waste Water		$0	$0	0	0	0	$0		$0
Airport		$0	$0	0	0	0	$0		$0
Ambulance		$0	$0	0	0	0	$0		$0
Cemetery		$0	$0	0	0	0	$0		$0
Housing		$0	$0	0	0	0	$0		$0
Parking		$0	$0	0	0	0	$0		$0
Other Enterprise (enter fund name)		$0	$0	0	0	0	$0		$0
Other Enterprise (enter fund name)		$0	$0	0	0	0	$0		$0
Other Enterprise (enter fund name)		$0	$0	0	0	0	$0		$0
Other Enterprise (enter fund name)		$0	$0	0	0	0	$0		$0
INTERNAL SERVICE FUNDS	600	$0	$0	0	0	0	$0		$0
TRUST AND AGENCY FUNDS	700	$0	$0	0	0	0	$0		$0
GRAND TOTAL - ALL FUNDS		$6,271,492	$3,121,341	~~$12,841,498~~ 12,827	$0	~~$16,189,133~~ 1,934	$6,054,109	$1,445,171	$4,608,938

APPROVED PURSUANT TO SECTION 6-6-2 NMSA 1978
LOCAL GOVERNMENT DIVISION
DATE 8/4/17
BY
DEPARTMENT OF FINANCE AND ADMINISTRATION

Check [ ] if this form is a revision Revision No: Revision Date: LAST UPDATE Revised 01/07/09 (DFA/LGD)

Department of Finance & Administration / Local Government Division
Law Enforcement Protection Fund Carryover Request Form
*****(this form must accompany the final budget submission for counties & municipalities)*****

Entity Name: Select entity name from drop down
Contact Name: Amanda Tenorio
Contact Title: Finance Director
Contact Phone Number: 505-544-4720
Contact E-mail Address: atenorio@tcnm.us

I hereby certify that the information presented on this form is true and correct to the best of my knowledge:

Amanda Tenorio — *Signature* — 2-27-17 — *Date*

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year: FY2016/2017
Total Distribution for Current FY: ~~27,650~~
Balance on June 30th*: $3,780.73

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2017/2018
(This is the fiscal year that balance will be carried over to)

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC) - *please detail below:*

Field supplies, not limited to vehicle up fits, radio equipment, and safety equipment

The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year. *Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico.

Calculated Reversion Amount

Balance on June 30th	$3,780.73
LESS Total Distribution for Current FY	~~27,650~~
Reversion Due to State:	~~-$23,869.27~~

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

Brenda L. Suazo-Giles, Budget & Finance Bureau Chief
DFA / Local Government Division
Bataan Memorial Building, Suite 201
Santa Fe, NM 87501

If you have questions on this form, please call (505) 827-4964.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY: Approved: ✓ Yes ___ No Approved Carryover Amount: ~~$0.00~~ 3,780.73

APPROVED
LOCAL GOVERNMENT DIVISION
DATE: 3/14/17
BY: DEPARTMENT OF FINANCE AND ADMINISTRATION

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

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.

AOC

Name: Belinda Garland
First Last

Manager
Department / Company / Organization Name

Today's Date: 9-6-17

Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: _____

Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: _____

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

Brief explanation of business to be discussed:

AOC will present to commissioners.

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

NEW MEXICO ASSOCIATION OF COUNTIES

NEW MEXICO ASSOCIATION OF COUNTIES

Memorandum

Date: August 17, 2018
To: Board of Directors, Clerks Affiliate, DWI Coordinators Affiliate, Criminal Justice Policy Committee members, Healthcare Policy Committee members, and Tax Policy Committee members
Cc: Commissioners and Managers Affiliates
From: Steve Kopelman, NMAC Executive Director
Re: Protocol for Board of County Commissioners Priority Issue Meetings

---

In an effort to promote communication among NMAC and the 33 counties, we request that board members do three things: 1) present the 2018 NMAC legislative priorities to their respective Board of County Commissioners for consideration and endorsement by resolution at the earliest possible date, 2) notify Aelysea Webb, awebb@nmcounties.org or 505-395-3403, of the date on which the priorities will be on their agenda, and 3) report to the NMAC Board of Directors at the meeting on October 13, 2017 on their commission meeting discussion.

The Clerks Affiliate, DWI Coordinators Affiliate, Criminal Justice Policy Committee members, Healthcare Policy Committee members, and Tax Policy Committee members in each county should be able to serve as resources on their specific resolutions. They should be notified in advance of the Commission meeting. With advanced notification, the NMAC legislative team may be available as a resource for your presentation.

Please contact me if you have any questions on the legislative priorities.

Attached:
1) 2018 NMAC legislative priority book (including Standing Policy Statement)
2) Board of County Commissioners' legislative priority support resolution template

Resolution No. _____

A Resolution Supporting the 2018 Legislative Priorities of the New Mexico Association of Counties

WHEREAS, in August 2017, the Board of Directors of the New Mexico Association of Counties approved five legislative priorities for consideration by the New Mexico Legislature at its 2018 regular legislative session; *and*

WHEREAS, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve a resolution supporting NMAC's legislative priorities; *and*

WHEREAS, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

WHEREAS, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature strong local and statewide support for NMAC's legislative priorities; *and*

WHEREAS, the legislative priorities include support for legislation on the following five issues:

- **Forfeiture Act Reform**
  Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**
  Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision- making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**
  Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**
  Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**
  Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

NOW, THEREFORE, BE IT RESOLVED that the Torrance Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2018 regular session.

ADOPTED this 13th Day of September, 2017.

BOARD OF COUNTY COMMISSIONERS OF
[COUNTY NAME], NEW MEXICO

Javier Sanchez, Chair, District #3 For / Against

Jim Frost, District #1 For / Against

Julia DuCharme, District #2 For / Against

[Name], District [#] For / Against

[Name], District [#] For /Against

ATTEST:

[Name]
County Clerk

Legislative Priorities
2018

As approved by the
Board of Directors
August 4, 2017

THE NEW MEXICO ASSOCIATION OF COUNTIES
EXECUTIVE COMMITTEE (as of August 2017)

Officers	District Representatives
Susan Flores, President Otero County Commissioner	Carol Bowman-Muskett, District One McKinley County Commissioner
Rebecca Long, President Elect Lea County Commissioner	Gabriel J. Romero, District Two Taos County Commissioner
Mark Cage, Vice President Eddy County Sheriff	Susan Griffin, District Three Catron County Assessor
Tyler Massey, Past President Hidalgo County Treasurer	Betty Cabber, District Four Torrance County Assessor
Edward Moreno, Treasurer (Ex-Officio) Santa Fe County Commissioner	Linda Smrkovsky, District Five Luna County Commissioner
Steve Kopelman (Ex-Officio) NMAC Executive Director	Steven Boyle, District Six Otero County Assessor

THE NMAC BOARD OF DIRECTORS (as of August 2017)

Linda Stover, Bernalillo County	Carol Bowman-Muskett, McKinley County
Susan Griffin, Catron County	Paula Garcia, Mora County
Dave Kunko, Chaves County	Steven Boyle, Otero County
Corrine Padilla, Cibola County	Mike Cherry, Quay County
Linda Gallegos, Colfax County	Linda Padilla, Rio Arriba County
Wesley Waller, Curry County	Dennis Lopez, Roosevelt County
Becky Harris, De Baca County	Jimmy Voita, San Juan County
Enrique Vigil, Doña Ana County	Janice Varela, San Miguel County
Mark Cage, Eddy County	David Heil, Sandoval County
Gabriel Ramos, Grant County	Geraldine Salazar, Santa Fe County
Ernest Tapia, Guadalupe County	Glenn Hamilton, Sierra County
Phillip Trujillo, Harding County	Manuel Anaya, Socorro County
Tyler Massey, Hidalgo County	Gabriel J. Romero, Taos County
Rebecca Long, Lea County	Betty Cabber, Torrance County
Robert Shepperd, Lincoln County	Justin Bennett, Union County
Pete Sheehey, Los Alamos County	Jhonathan Aragon, Valencia County
Linda Smrkovsky, Luna County	
Ex-Officio members:	
Edward Moreno, Treasurer	Susan Flores, WIR Board Member
Jhonathan Aragon, NACo Board Member	Jim Fambro, Multi-Line Pool Board Representative
Tyler Massey, NACo Board Member	John Vasquez, Workers' Compensation Pool Board Representative
Carol Bowman-Muskett, WIR Board Member	Steve Kopelman, Executive Director

NEW MEXICO ASSOCIATION OF COUNTIES

2018 NMAC LEGISLATIVE PRIORITIES

- **Forfeiture Act Reform**

Support legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- **Protecting County Funding of Healthcare**

Support the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision-making, and oppose any measure that would further shift federal and state healthcare costs to county government.

- **Tax Reform**

Support legislation that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts; strives to minimize tax policy that places counties and other local governments in conflict; and opposes any efforts that reduce the state's hold harmless distribution to counties or that reduces county GRT authority.

- **Local Election Act**

Support legislation that would enact the Local Election Act, aligning the date for local, non-partisan elections with taxation authority, to the same day in the odd-numbered year.

- **Extend 2014 HB16 Liquor Tax Distribution Sunset**

Support legislation that would permanently increase the distribution percentage to the local DWI grant fund.

444 Galisteo St. www.nmcounties.org 877.983.2101 or 505.983.2101 Phone

2018 NMAC LEGISLATIVE PRIORITY PROCESS

Year-Round Policy Committee Meetings

May Advisory Council Meeting

- Affiliates present legislative issues and final affiliate meeting agendas with possible joint meetings to the advisory council for discussion. NMAC staff summarizes affiliate legislative issues for the Legislative Committee.

June Annual Conference

- Affiliates submit legislative issues during conference.
- Non-elected official affiliates submit legislative issues through the Managers Affiliate for endorsement.

July Legislative Committee Meeting

- The Legislative Committee reviews and categorizes (legislative and non-legislative issues) policy committee, pool board, and affiliate legislative issues to determine if they have countywide impact and statewide significance.
- The Legislative Committee makes recommendations for the Board's August meeting.
- Non-legislative issues shall be referred to respective policy committees for further consideration.

August Board Meeting

- The Legislative Committee, policy committee chairs, pool board chairs, affiliate chairs and/or their designated representative present legislative issues to the Board for endorsement.
- The endorsed legislative issues to be considered as a NMAC legislative priority are then voted on by the Board, which selects a limited number as NMAC legislative priorities.
- Those endorsed legislative issues that are not voted as priorities may be advanced by the policy committee, pool board, and affiliates for legislative action with support from NMAC, as time and resources permit.

September – December Legislative Interim Committee Meetings/Selection of Sponsor/Drafting

- Board members present NMAC legislative priorities to Board of County Commission for endorsement and report to the NMAC Board at the October meeting on the commission discussion.
- Affiliates continue to work on legislative issues during fall affiliate meetings.
- NMAC presents bills to interim committees, identifies sponsors for proposed priorities, and Legislative Council Service drafts bills.
- Legislative interim committees may vote to endorse some bills at their last meeting.
- NMAC to write FIR responses for priorities.
- NMAC and NMML Executive Boards meet to discuss and endorse legislative priorities.

NEW MEXICO ASSOCIATION OF COUNTIES POLICY STATEMENT

The New Mexico Association of Counties' (NMAC) mission is to strengthen New Mexico counties' ability to govern their own affairs and to improve the well-being and quality of life of their constituents.

County Government

NMAC supports a policy making process in which all elected county officials and citizens have a voice and recognizes that each county government can best determine how to manage its own affairs and meet the needs of its constituents.

NMAC opposes preemption of local authority and any attempts to restrict local authority.

NMAC opposes unfunded mandates imposed on county government.

Economic Development & Infrastructure

NMAC supports programs, such as LEDA and JTIP, that create and aid both public and private enterprises to plan, finance, and develop job-related industries, businesses, and facilities, including renewable energy production, that are compatible with local needs and desires.

NMAC supports a transparent, efficient, and effective capital outlay process.

NMAC supports affordable high-speed connectivity access.

NMAC supports adequate and recurring federal and state funding sources for public road, bridges, and transportation programs.

NMAC opposes any restriction on the ability of counties to assess fees against users of public rights-of-way or the right of local government to control rights-of-way, zoning authority, or the right to receive usage and rental compensation from telecommunication and other utility providers.

Elections and Accountable Government

NMAC supports transparency in governmental decision-making, open elections, and increased voter participation.

Energy, Environment, and Natural Resources

NMAC supports significant involvement of county policy makers in federal, state, and local environmental, energy, and natural resources initiatives.

NMAC believes that strong working relationships among federal, state, local and tribal entities aid land management and that federal and state government should not preempt local authority.

NMAC supports adoption of sustainable water management policies.

Approved by NMAC Board of Directors August 6, 2015
Revised and Approved by the NMAC Board of Directors August 4, 2017

Healthcare and Human Services

NMAC supports the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision making, and opposes any measure that would further shift federal and state healthcare costs to county government.

Justice and Public Safety

NMAC supports adequate community behavioral health services and effective diversion of individuals with serious mental illness and substance abuse problems from county detention facilities.

NMAC supports effective and efficient delivery of public safety and emergency response services in all counties.

NMAC supports adequate funding for emergency medical services, 911 services, and the Local DWI Grant Fund.

NMAC supports effective and efficient criminal adjudication processes.

NMAC opposes unnecessary incarceration of youth and adults in county detention facilities.

NMAC supports continued and adequate funding for county detention facilities.

Taxation and Revenue

NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participate in legislative and executive efforts to restructure and reform the state and local tax system.

NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, and equity.

NMAC supports a high quality property tax valuation system designed to maximize equity, fairness, and transparency among property tax owners, while minimizing administrative complexity and confusion.

NMAC supports full federal funding of Payment in Lieu of Taxes and Secure Rural Schools.

NMAC opposes legislation that has a significant negative impact on county revenue.

NEW MEXICO ASSOCIATION OF COUNTIES

CRIMINAL JUSTICE POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Forfeiture Act Reform

Affected Affiliates: Sheriffs, Managers

Impact on County Revenues/Finances: Substantial and recurring

Requested as NMAC Legislative Priority for 2018 30-Day Session: (Yes) or No *(circle one)*

The New Mexico Association of Counties supports legislation that would correct the unintended consequences of the 2015 amendments to the NM Forfeiture Act to address federal equitable sharing, storage of abandoned property, and expand local authority to seize and dispose of forfeited property while preserving due process protections.

- In 2015 the legislature passed and the governor signed substantial amendments to the state Forfeiture Act.
- The 2015 amendments have had costly and unintended consequences to local law enforcement
- SB 202 (2017) was a 2017 NMAC priority.
- SB 202 addressed the concerns of the majority of sheriffs and was acceptable to a broad spectrum of stakeholders.
- SB 202 received unanimous support of the Senate and passed the House Judiciary Committee, but was never called up for a vote on the House floor.

Date 5/25/17

Signed Susan Griffin
Susan Griffin, Chair
Criminal Justice Policy Committee Chair

SB 202 PROPERTY FORFEITURE AUTHORITY BY LOCAL AND STATE LAW ENFORCEMENT AGENCIES (2017 Session)
Sponsors: Ivey-Soto; Wooley

Summary: Extends provisions of the Forfeiture Act to apply to all seizures, forfeitures and dispositions of property subject to forfeiture in the state (except contraband, controlled substances and deadly weapons). "Property subject to forfeiture" means property declared to be subject to forfeiture by the act, a state law outside of the act, or a local ordinance. Expands the authority of state and local law enforcement agencies to seize and dispose of forfeited property. Deletes the prohibition of retention of the forfeited property by a law enforcement agency. This bill made it through the Senate with no negative votes but was never called up for a vote on the House floor.

NEW MEXICO ASSOCIATION OF COUNTIES

HEALTHCARE POLICY COMMITTEE LEGISLATIVE ISSUE # 1

Short Title or Subject: Protecting County Funding of Healthcare Services

Affected Affiliates: All

Impact on County Revenues/Finances: Substantial

Requested as NMAC Legislative Priority for 2018 30-Day Session: (Yes) or No *(circle one)*

The New Mexico Association of Counties supports the significant involvement of county policy makers in federal, state, and local healthcare, human services, and Medicaid planning, funding, and service delivery decision making, and opposes any measure that would further shift federal and state healthcare costs to county government.

- New Mexico counties currently pay 1/16th percent gross receipts tax (grt) to fund the New Mexico State Medicaid programs, and pay 1/12th percent grt to fund the State Safety Net Care Pool (SNCP) healthcare program.
- New Mexico counties bear the expense of continued funding for indigent health programs to support uninsured and underinsured populations, provide the single source of funding for health care for detention facility detainees, incur the cost of housing State Public Health Offices, and provide additional healthcare related services for other county residents who are part of the "working poor," and therefore not eligible for Medicaid services.
- New Mexico counties oppose any measure or mandate that would further shift federal and state healthcare costs to counties.

Signed Liza Gomez
Liza Gomez
Healthcare Policy Committee Chair

Date 7/19/17

NEW MEXICO ASSOCIATION OF COUNTIES

TAX POLICY COMMITTEE LEGISLATIVE ISSUE #1

Short Title or Subject: Protect County Revenue

Affected Affiliates: ALL

Impact on County Revenues/Finances: _____

Requested as NMAC Legislative Priority for 2018 30-Day Session: (Yes) or No *(circle one)*

The New Mexico Association of Counties supports legislation on tax reform that protects county revenue and does not have a negative impact on county government. NMAC strongly believes that counties must be at the table for and fully participate in all tax reform efforts. NMAC strives to minimize tax policy that places counties and other local governments in conflict. NMAC opposes any efforts that reduce the state's hold harmless distribution to counties, or that reduces county GRT authority. NMAC reiterates the following positions:

- NMAC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. It is essential that NMAC fully participates in legislative and executive efforts to restructure and reform the state and local tax system.

- NMAC supports the following tax policy principles: simplicity, transparency, economic neutrality, adequacy and equity.

- NMAC supports a high quality property tax valuation system that is designed to maximize equity, fairness, and transparency among property tax owners, while minimizing administrative complexity and confusion.

Signed Katherine Miller
Katherine Miller
NMAC Tax Policy Committee Chair

Date 6/16/2017

NEW MEXICO ASSOCIATION OF COUNTIES

CLERKS AFFILIATE LEGISLATIVE ISSUE # 1

Short Title or Subject:	**Local Election Act**
Affected Affiliates:	County Clerks
Impact on County Revenues/Finances:	None anticipated based on the bill.
Requested as NMAC Legislative Priority for 2018 30-Day Session:	(Yes)

The Local Election Act seeks to align the election day for all local, non-partisan public bodies with ad valorem taxation authority. The target day for the Local Election is November of the odd-numbered year (one year away from the partisan General Election). The local elections would be administered by the County Clerk pursuant to the Election Code. This bill passed in 2017 (HB 174) and was pocket vetoed by the Governor.

- Previously endorsed by the Clerks Affiliate and the NMAC Board
- Will promote greater awareness in local issues by constituents

/s/ Dave Kunko
Dave Kunko
Clerks Affiliate Chair

Date: June 21, 2017

NEW MEXICO ASSOCIATION OF COUNTIES

DWI AFFILIATE RESOLUTION # 1

Short Title or Subject: ***Extend 2014 HB16 Liquor Tax distribution sunset***

Affected Affiliates: ***DWI***

Impact on County Revenues/Finances: Increase in LDWI Funding

Legislative Resolution *or Non-Legislative Resolution or Resolution for Congressional Delegation: (circle one)*

Requested as NMAC Legislative Priority for 2017 Session: ***Yes*** *or No (circle one)*

WHEREAS, a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-one and fifty hundredths percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax; and

WHEREAS, in 2014 HB16 allowed for a distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to the local DWI grant fund in an amount equal to forty-six percent of the net receipts exclusive of penalties and interest, attributable to the liquor excise tax and to sunset in fiscal year 2018; and

WHEREAS, the New Mexico DWI Coordinators rely on the annual distribution to the local DWI grant fund to provide services to DWI offenders to eradicate driving under the influence, provide behavior modification for DWI offenders and substance abusers, reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic violence; and

WHEREAS, the New Mexico DWI Coordinators support legislation permanently setting the percentage of the distribution to forty-six percent of the net receipts of the State Liquor Excise Tax to the local DWI grant fund.

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties supports legislation that would permanently increase the distribution percentage to the local DWI grant fund.

Signed: K. Ford

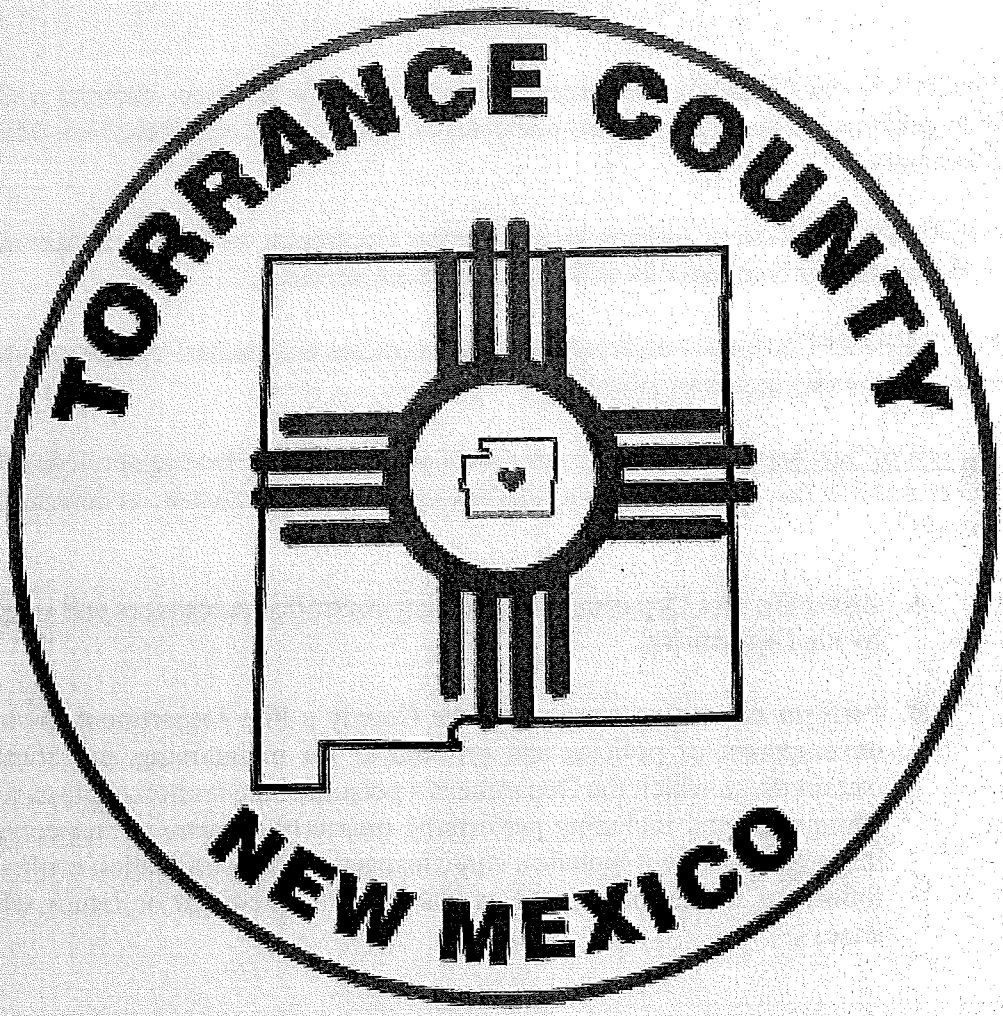
Kelly Ford, DWI Affiliate Chair

Date: 6/22/2017

Agenda Item No. 1

UPDATES

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



Agenda Item No. 2

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____day of_____,_____, by and between Torrance County, New Mexico, a New Mexico county ("County"), and John Alvis, RPh, 2821 Casa Del Norte NE, Albuquerque, NM 87112("Contractor")

RECITALS

WHEREAS, the County's fire department is require to have on contract a Consulting Pharmacist to perform quarterly inspections and meet all criteria set forth by the New Mexcio State Board of Pharmacy.

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith and contractor is will to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **Scope of Services.** The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the county:

   A. Assist the Fire Department in ordering controlled substances and supplies used by the Department.

   B. Perform consulting services to the County's Fire Department, including the development of policies and procedures for maintaining and administering certain drugs which the Department's personnel are authorized to maintain and administer, and including performing quarterly department inspections. Each inspection visit will include a clinic inspection, drug utilization evaluations and follow-up requirements, and availability for questions or issues which may arise.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this agreement.

3. **Compensation and Method of Paymenmt.**

   A. Compensation. For performing the Services specified in Section 1 hereof, the County agrees to pay the Contractor $250.00 per quarterly inspection for Service completed, upon receipt by the County of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of

the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the county.

B. **Method of Payment.** Such amount shall be paid to the Contractor at the rate of $250.00 per quarter. Payments shall be made to the Contractor quarterly for Service completed in the inspection upon receipt by the County of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the Services to the satisfaction of the County.

C. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the County making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County, this Agreement may be terminated at the end of the County's then current Fascial Year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

4. **Independent Contractor.** Neither the Contractor nor its employees are considered to be employees of Torrance County for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the county under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. **Personnel.**

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or

Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the County for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents.

   A. **Commercial General Liability Insurance.** N/A

   B. **Automobile Liability Insurance.** N/A

   C. **Workers' compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

   D. **Professional Liability Insurance.** Professional liability insurance in an amount not less than $1,000,000.00 per claim and in the aggregate.

7. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

8. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable requirement of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

9. **Conflict of Interest.** No officer, agent or employee of the County will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

10. **Interest of Contractor.** The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the services.

11. **No Collusion.** The contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this agreement, with be offered or given by the Contactor or any agent or representative of the Contractor to any officer or employee of the Coutny with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determination with respect to performing this Agreement.

12. **Debarment, Suspension, Ineligibility and Exclusion Compliance.** The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the County immediately.

13. **Reports and Information.** At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

14. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters coverd by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

15. **Audits ande Inspections.** At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the county for examination all of the Contractor's records with respect to all matters covered by this Agreement. The contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement

17. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

18. **Changes.** The County may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

19. **Assignability.** The contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation),without the prior written consent of the County thereto.

20. **Termination for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this agreement shall, at the potion of the County, become its property, and the Contactor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the contactor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contactor, and the County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

21. **Termination for Convenience of County.** The county may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contactor is terminated by the County as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contactor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

22. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

23. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and laws, rules and regulations of the County of Torrance.

25. **Approval Required.** This Agreement shall not become binding upon the county until approved by the highest approval authority of the County required under this Agreement.

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IN WITNESS WHEREOF, the county and Contractor have executed this Agreement as of the date first above written.

Count of Torrance

Approved by:

_____
County Administrative Officer

Date: _____

_____
Fire Chief

Date: _____

_____
County Procurement Officer

Date: _____

CONTRACTOR: John Alvis

By: _____

Title: _____

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017.

TORRANCE COUNTY COMMISSION

_____

James "Jim" Frost, District 1

_____

Julia DuCharme, District 2

Attest:

_____

Javier Sanchez, District 3

_____

County Clerk

Agenda Item
No. 3

Torrance County Fire Department

Use & Documentation of Medications Standard Operating Guidelines

Revision date: August 7, 2017

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General Statement

The Torrance County Fire Department hereinafter referred to as the Department, will be licensed in accordance with current New Mexico Board of Pharmacy Regulations.
As such, personnel will be engaged in the following:

- Administration of dangerous drugs, to patient(s) under care of the Department.
- Dangerous drugs procured and stored will be limited to those listed in the Department Formulary, and posted in the EMS protocols manual.

The Department will contract with a licensed pharmacist to serve as consultant. This pharmacist will provide services delineated by Board of Pharmacy Regulations and their procedures.

Any inadvertent, incorrect or accidental administration of any medication(s) will be immediately reported to the Fire Chief, the consulting pharmacist and the EMS Medical Director.

Duties of Consultant Pharmacist

The Department will contract with a licensed Pharmacist who will serve as a Pharmacist Consultant. The general duties of the Consultant Pharmacist are listed below.

- To abide by the code of ethics of the American Society of consultant Pharmacists. Must be qualified to practice as a consultant pharmacist and aware of all federal and state drug laws, rules and regulations related to pharmacy services, and to provide the facility with current information pertaining to drug services.

- Ensure that drugs are handled in the Department facility in which he/she is the consultant pharmacist in a manner that protects the safety and welfare of the patients we serve.

- Set the policy and procedures in the Department as related to all facets of drugs handling and distribution: these policies and procedures to be reviewed and updated on an annual basis.

- Visit the Department, commensurate with their duties, as specified by Pharmacy Board regulations relative to the facility or by written contact with the administration of the facility not inconsistent with Pharmacy Board regulations.

- Make every effort to assure the maximum level of safety and efficacy in the provision of pharmaceutical services, with the understanding that the primary goal and objective shall be the health and safety of the patient.

- Maintain proper ethical codes by not condoning or participating in any transaction with any practitioner of another health profession, or any other person whosoever under which fees are divided, or rebates or kickbacks paid or causes to be paid, which may result in financial exploitation of patients or their families in connection with the provision with the provision of drugs and medications or supplies of pharmaceutical services.

- Visit the principal place of business and review all instances in which controlled substance were used, and review all or a sample of at least 5% of instances in which other drugs were used, at least every 90 days and report in writing any exceptions to the Medical Director and the Fire Chief within 24 hours upon learning of the same.

- Make a written report to the Medical Director and Fire Chief at least annually on the EMS's drug handling practices, including corrective action taken on exception.

Consulting Pharmacist Agreement

This AGREEMENT is made and entered into by and between Torrance County hereinafter referred to as the "County" and John Alvis, RPH, PC hereinafter referred to as the "Contractor". It is mutually agreed between the parties:

I. Scope of Work
The Contractor shall render the following services at a minimum:

1. Quarterly visits to the Department in the course of duties and responsibilities. Development and maintenance of a log demonstrating dates of all visits and activities in the Department as well as any other pertinent information. This log will be maintained at the Department and will be available to drug inspectors upon request.

2. Report in writing to the Board of Pharmacy any termination of this agreement within ten (10) days.

2. Assist in drawing up the drug procedures manual outlining the system of control and accountability of drug distribution in the Department and listing the drugs, which may be procured for use.

3. Assume the overall responsibility for implementation of and adherence to the rules outlined in the procedures manual and all accountability records for the drugs administered and/ or dispensed from the Department.

4. Assume responsibility for the destruction of unwanted, outdated or dangerous drugs and the proper disposition of controlled substances as required by the applicable laws and regulations.

5. Provide in-service training as necessary to the Torrance County Fire Department staff, both volunteer and paid, on side effects, adverse drug reactions, contraindications and toxicity of drugs when requested, or as applicable.

II. Compensation & Term
The County shall pay to the Contractor in full payment for services rendered an amount of $_____ per Inspection, not to exceed $_____ per fiscal year, including gross receipts taxes, if applicable. This Agreement shall become effective on the date of execution of this Agreement by all parties and shall terminate on October 31st, 2018 unless terminated pursuant to Paragraph III.

III. Termination
Either party hereto upon may terminate this Agreement via written notice delivered to the other party at least thirty (30) 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.

IV. Status of Contractor
The Contractor and his/her agents and employees are independent contractors performing professional services for the County, and are not employees of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and his/her agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use of County vehicles, or participate in any other benefits afforded to employees of the County.

V. 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.

VI. 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.

VII. Liability & Insurance
It is expressly understood and agreed by and between the parties hereto that the Contractor shall hold the County harmless for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claim, actions or demand whatsoever resulting from Contractor's actions or inactions under this Agreement.

VIII. Records and Audit
The Contractor shall maintain detailed records of all services identified previously in the Scope of Work. Said records are to be maintained at the Department. The County shall have the right to inspect all records and to audit billing both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

IX. Release
The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

X. 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 prior written approval of the County.

XI. Product of Services: 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 as provided for in this Agreement, but no later then the termination date in this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

XII. Conflict of Interest
The Contractor warrants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

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

XIV. Additional Services
The parties agree that all tasks set forth in the Scope of Work, Paragraph I of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph II of this Agreement, and for no other cost, amount, fee, or expense.

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

XVI. Applicable Law

CONTRACT FOR PHARMACEUTICAL CONSULTING

THIS AGREEMENT, by and between THE COUNTY OF Torrance (hereinafter "County") and _____ (hereinafter "Pharmacist"), for the purpose of Pharmacist rendering consulting services to the County's Fire Department/ Emergency Medical Services, and is entered into on the following terms:

WHEREAS, the County's Fire & Emergency Services Department, from time to time is in need of the expertise of a pharmacist,

WHEREAS, the County cannot afford to employ a pharmacist to work as a County employee and to provide consulting and assistance to the Fire Department, and

WHEREAS, Pharmacist is available for a certain fee to provide consulting and assistance to the Fire Department on a limited basis,

NOW, THEREFORE, THE PARTIES ENTER INTO THE FOLLOWING CONTRACTUAL RELATIONSHIP:

1. SCOPE OF CONTRACT. Pharmacist shall for a fee as described below, provide consulting services to the County's Fire Department, including the development of policies and procedures for maintaining and administering certain drugs which the Department's volunteer personnel are authorized to maintain and administer, and including performing quarterly department inspections. Each inspection visit will include a clinic inspection, drug utilization evaluations and follow-up requirements, and availability for questions or issues which may arise.

2. LAWS & REGULATIONS. Pharmacist and the Fire Department will agree to abide by such laws and regulations as are promulgated by the State of New Mexico and the New Mexico Board of Pharmacy and the Federal Drug Enforcement Administration.

3. TERM & PAYMENT. The Contractual fee payable within 30 days following the preliminary inspection, will be $_____. This contract shall have a duration of one year following the initial visit, and may be renewed upon agreement of the parties.

County of Torrance

Approved By:

_____

Contractor:

Date:_____

_____

County Administrative Officer

Date:_____

_____

Fire Chief

Date: _____

_____

County Procurement Officer

Date: _____

Torrance County Fire Department Formulary

The dangerous drugs to be procured and stored by the Department, and administered to the patients under the care of the Department will be limited to the following formulary.

IV Solutions
NaCl 0.9%
Ringers Lactate
Dextrose 5% in Water

Drugs
Acetaminophen (Tylenol)
Acetylsalicylic Acid (Aspirin)
Activated Charcoal
Adenosine (Adenocard)
Albuterol
Amiodarone
Atropine Sulfate
Calcium Preparations
Dexamethasone
Dextrose 50%
Diphenhydramine (Benadryl)
Dopamine
Epinephrine
Furosemide (Lasix)
Glucagon
Ipratropium
Lidocaine
Magnesium Sulfate
Naloxone (Narcan)
Nitroglycerine
Ondansetron (Zofran)
Oxytocin
Phenergan (Promethazine)
Phenylephrine
Proparacaine Ophthalmic Sol.
Sodium Bicarbonate

Narcotic/Controlled Substance
Diazepam (Valium)
Fentanyl Citrate
Midazolam (Versed)
Morphine Sulfate
Irrigating Solutions
NaCl 0.9%
Sterile Water

Modifications may be made to this formulary based on updates of medical protocols. The Medical Director responsible for the Department will determine the formulary list consistent with treatment protocols and scope of practice regulations.

Drug Procurement

Medications carried by the Department will be purchased from the most appropriate supplier in accordance with State and County procurement requirements.
The Medical Officer may only purchase medications listed below, in his or her capacity as Narcotics Officer, or his/her designee.

- Morphine Sulfate
- Diazepam
- Midazolam
- Fentanyl

Packaging and Repackaging of Drugs
The Department will not package or repackage drugs.

Expired Drugs Used for Training
Expired, non-controlled drugs may be used for training purposes only. Expired drugs will not, at any time, be used on a patient or stored in a patient care area. All expired drugs must be labeled "EXPIRED." No expired controlled drugs are to be used for training.

Universal Precautions
In accordance with training and written medical protocols, universal precautions should be used on all patient contacts, with all sharps, biohazards, and medical wastes as per current OSHA guidelines.

Equipment
Jump kits will be located on all apparatus. All jump kits will have an inventory sheet attached.
The Department supplies PPE for all personnel involved in medical care. Eye protection, gloves, masks, and gowns should be used as needed and per current OSHA guidelines.

Drug Storage

All dangerous drugs used by the Department will be stored in one of the following locations:

1. Medical Rescue unit
2. Department Medical Room

Medications listed below may not be stored in the Department Medical room. Storage is limited to the Narcotics safe and must have a Department inventory record.

- Morphine Sulfate
- Diazepam
- Midazolam
- Fentanyl

All dangerous drugs must be stored with appropriate security to limit access when authorized personnel are not present. Extra precautions shall be provided for security of controlled substances.

Environmental Control
The Department is required to assure drugs must be stored in conditions described on their labeling. EMS providers will take appropriate steps to store all drugs in a manner as to avoid temperature extremes. Drugs are temperature sensitive and will not be subject to extreme hot or cold for lengthy periods. Daily temperature logs will be kept in the Medical Supply room and in the apparatus bays. Temperatures need to be maintained between 68 degrees and 76 degrees at all times.

Security
Drugs are stored in only the outlined locations as stated in the section "Drug Storage". When Medical Rescue units are not in use, they are housed in a temperature controlled locked station. Keys to the station are restricted to authorized personnel only.
Medications listed below may only be accessed through a separately keyed lock and stored only on the Medical Rescue unit or the Narcotics safe and must have a Department inventory record.

- Morphine Sulfate
- Diazepam
- Midazolam
- Fentanyl

A key sign out form is required for all EMT-Paramedics and EMT-Intermediates authorized to administer the above medications. One copy of this key must be submitted to the Medical Officer to be used for random medications inspection by Fire Administration, Consulting Pharmacist, EMS Medical Director, Board of Pharmacy, and/or Drug Enforcement Agency.

The Narcotics safe will have a two-lock system. One combination/key will be assigned to the Fire Chief and the other to the Medical Officer. Both must be present for access into the Narcotics safe.

Sample Medications

There will be no sample medications kept on the premises or used for the patients we serve.

Dispensing/Distribution of Medications

There will be no dispensing or distributing of medications to the patients we serve. Medications may only be administered to our patients per Department Medical Protocols.

Drug Recall Procedure

All recalled drugs will be removed from stock as soon as possible following notification.
Upon notification of a recall, all effected lots shall be removed from stock and placed in the unusable drug box. The consultant pharmacist will dispose of the unusable drugs in an appropriate manner, and document that action in the log.

Outdated Drug Policy

All drugs in stock must be rotated when new stock arrives to assure that the older drugs are used first. In the event that a drug expires, the drug will be pulled from stock and placed in a box clearly labeled "Expired Medication." Expired medications will not be stored in a location that could be confused with usable medications.
The consultant pharmacist on their regular visit will receive and dispose of the expired medications in an appropriate manner using a reverse distributor on Controlled drugs except as authorized for training sessions under the permission and indirect supervision of the Medical Officer.

Record Keeping

The following records will be maintained at the Department:

Administration Log
The Department EMS run reports will serve as the documentation for all drug administrations. The run report shall include the name of the drug, dosage, route of administration, and the initials or predetermined unit number of the authorized personnel administering the drug. This list will be maintained on file for a period of three years.
Morphine and Fentanyl run reports will be filed separately from other reports.

Invoices for Purchases of Controlled Substances and Non-Controlled Substances
All invoices of purchases of controlled substances and non-controlled substances will be filed separately and maintained for a period of three years. Invoices will be kept with the Fire Chief.

Controlled Substances Log
This log will be completed as each dose of controlled substances is dispensed in addition to documentation on the EMS report. A perpetual inventory will be maintained and stored in a secure location with the controlled substances. Inventory checks should be documented on the Controlled Substances Log.

Controlled Substances Physical Inventory
Inventories should be accomplished and documented on the Controlled Substance Log as follows:
A weekly inventory is required. Inventories may only be checked and recorded by authorized personnel and must be documented. These inventories will be maintained on file indefinitely.
An annual inventory checking all logs and inventory transactions is required. The Fire Chief and the Medical Officer and/or the Medical Director will do this inventory. The Physical Inventory must be conducted on May 1st of each year (+or-4 days). The Inventory log must contain: Address of facility, locations in the facility drugs are stored, apparatus locations, date and time of inventory, Expired vs. in use and the signature of person doing the inventory.

Consultant Pharmacist Visitation Log
A log documenting the visits from the consultant pharmacist and his activities will be kept at the Department.

Non-Controlled Medications

1. All non-controlled medications, including intravenous solutions will be purchased by the Medical Officer /Fire Chief. Bulk supplies will be kept in the Department Medical Room, which is an environmentally controlled area. Access to this room will be restricted to authorized personnel only.

2. Each EMS unit will have a stock of non-controlled medications as necessary for the function of that unit. This supply will be secure from access by non-departmental personnel as much as practical. It is acknowledged that field operations of an emergency nature may impact this.

3. Any County Fire Department EMS Provider, in good standing, who is licensed by the State of New Mexico Injury Prevention & EMS Bureau may use these supplies via direct order of a physician or County of Estancia Fire Department written protocol as allowed by their scope of practice licensure as set forth in regulations.

    a. This use shall be documented on the Department EMS report form upon completion of the call.
    b. Replacement of supplies expended shall be accomplished immediately.
    c. Any stock removed to replace expired, lost, broken, or otherwise unusable supplies will be so indicated on the *Expired Drugs/Fluids – Disposal Sheet.*
    d. The Medical Officer will be responsible for copies of EMS reports showing patients use of drugs. This folder will be kept in chronological order for three years.
    e. Each licensed EMT with access to these items will be responsible for insuring that all items are current, environmentally protected as practical, and said use is documented properly.
    f. The Fire Chief, the Medical Officer, the EMS Medical Director, the Consulting Pharmacist, and any representative of the Pharmacy Board or Drug Enforcement Agency shall have unlimited access to all supplies and documents covered by this policy. This is to include but is not limited to periodic inspections by the above listed personnel.

Controlled Medications (No current controlled medications used)

1. Only licensed personnel approved by the Fire Chief, the Medical Officer and the EMS Medical Director to administer controlled substances may handle or re-stock narcotics or the controlled medications.
2. The County Fire Department Medical Officer shall purchase all controlled substances.
3. Controlled substances will be secured via the following: exterior door locks, and a locked secure cabinet which is in the ambulance body interior for storage of the following medications only:

Five (5)	10 mg Morphine	Total 50 mg
Four (4)	10 mg Valium	Total 40 mg
Six (6)	5 mg Versed	Total 30 mg
Two (2)	100 mcg Fentanyl	Total 200 mcg

4. A *Controlled Substance Log* will be inside the Controlled Medications ambulance locked cabinet to track the usage of all controlled substances. There shall be *Proof of Use forms* in the unit, kept in the locked cabinet. These forms will require as a minimum the following:

   Patient
   Date
   Drug Name
   Total Administration
   Total Wasted
   Paramedic or Intermediate signature
   Witness if wasting signature

5. Any EMT-Paramedic or Intermediate administering any controlled substance must complete a Department EMS report and the *Proof of Use form* upon completion of the call.
   The *Proof of Use form* will be the basis for obtaining replacement medications issued by the Medical Officer. The *Proof of Use form* shall be kept in a file chronologically for three years. A blank *Proof of Use form* will be issued with the replacement drug, both of which will be returned to the ambulance locked cabinet.

6. A *Proof of Use form* will be completed for each administration of Morphine, Fentanyl, Valium, or Versed. The Paramedic or Intermediate will sign and print their name. A witness is only required if wasting of the above medications becomes necessary. The *Proof of Use form(s)* will be kept in the Narcotics safe along with the controlled substances.

7. Proof of Use forms for security purposes should be considered equal to the controlled substances. All Proof of Use forms must be accounted for a period of 3 years.

8. Any EMT-Paramedic or Intermediate using controlled substances should leave the

completed *Proof of Use form* in the locked ambulance cabinet for replacement by the Medical Officer or his designee.

9. EMT-Paramedics and Intermediates shall be responsible for ensuring all controlled substances are current, used properly, and that said use is documented properly. Any remaining drug in a syringe, vial, or ampoule must be surrendered to the receiving physician or nursing staff for testing or disposal. When the receiving physician authorizes waste disposal of remaining medication, the person witnessing the disposal must sign the Department EMS Report.

10. Any unit removed from service or otherwise not secured under routine policy shall have the notebook and controlled substances removed and placed in the narcotics safe.

11. Any broken/damaged container of Morphine, Demerol, Versed, Fentanyl, or Valium will be immediately placed in a plastic bag and sealed by date, time, and Paramedic or Intermediate. The bag will be turned into the Medical Officer for drug identification and testing.

12. All DEA requisition forms will be retained in the double locked narcotics safe, within the office. The Chief and the Medical Officer will have sole access to the narcotics safe.

13. Invoices for all controlled substance purchases will be retained in the Narcotics safe. Administration and witnessed wastage of controlled drugs will be documented on the Proof of Use form. The Medical Officer will maintain this record.

14. The consulting pharmacist, EMS Medical Director and the Board of Pharmacy has a right to review patient documentation, drug records, and quality assurance reports at any time.

15. The Fire Chief, Medical Officer, Medical Director, or consulting Pharmacist at any time, may request mandatory drug screens.

16. This procedure is to be used in conjunction with departmental policies and procedures and other relevant rules and regulations.

17. This department will cooperate with any type of state or federal audit or investigation.

Approved: August 28, 2017

Justin Hazen MD EMS Medical Director

John Arvis, Consultant Pharmacist

Lester Gary, EMT-P, Fire Chief

Authority to Administer Controlled Substances

The New Mexico licensed EMT-Paramedics and EMT-Intermediates listed below have my authority to function within their full scope of practice, in accordance with pre-established EMS Medical Protocols, while representing the County of Estancia Fire Department.

This specifically includes the administration of Morphine, Fentanyl, Valium, and Versed and non-controlled substances in accordance with my written protocols or on-line voice control with approved Medical Control.

1. Lester Gary EMT-P

Authority to access controlled substances is given to the Consulting Pharmacist of record.

Justin Hazen, MD
EMS Medical Director

Controlled Substance Security Sign Out Sheet

The undersigned acknowledge receipt of one key to the controlled substance lock.

In the event that I resign my position, or am removed from same, I will immediately return this key to the Fire Chief or his designee.

Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt
Print Name	Signature	Date of receipt

PASSED, APPROVED AND ADOPTED this 13th day of September, 2017.

TORRANCE COUNTY COMMISSION

_____

James "Jim" Frost, District 1

_____

Julia DuCharme, District 2

Attest:

_____

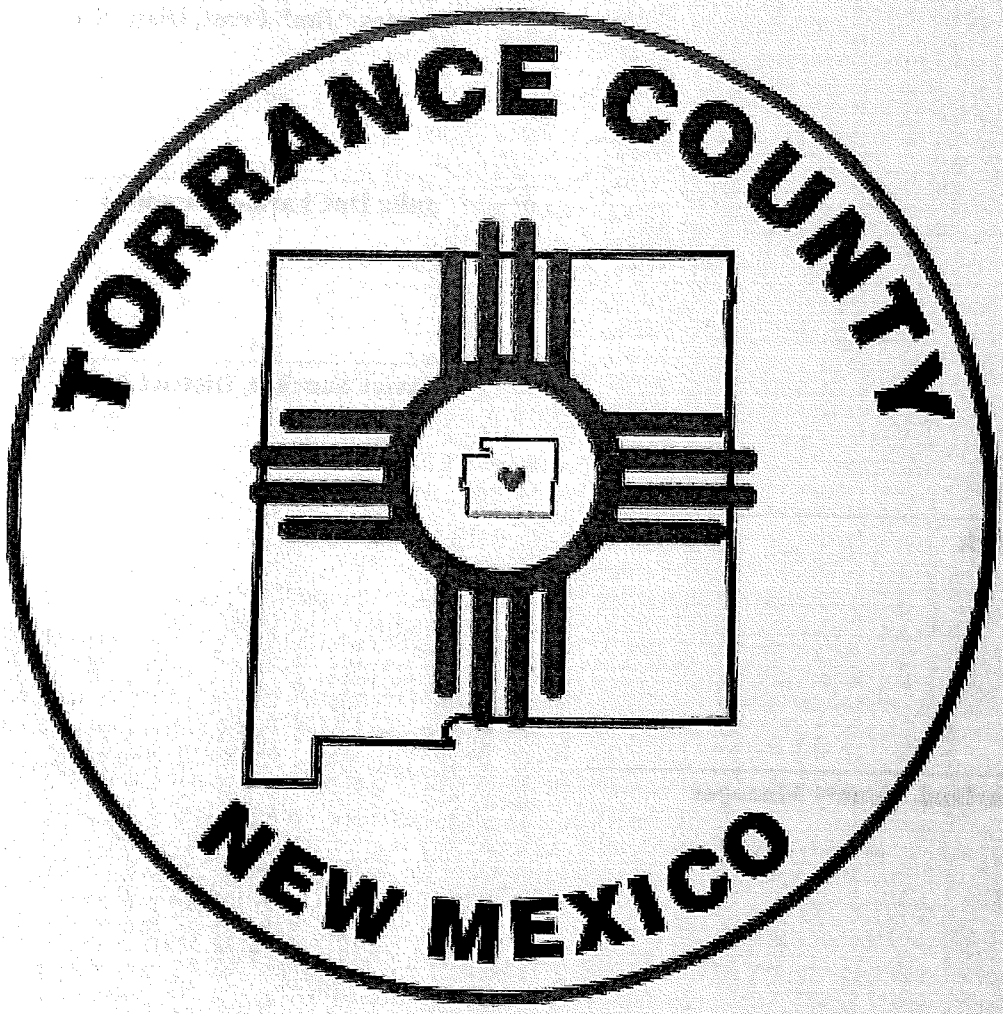
Javier Sanchez, District 3

_____

County Clerk

_____

Belinda Garland, County Manager



Agenda Item No. 4

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

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: Lester Gary (First / Last) — Fire (Department / Company / Organization Name)

Today's Date: 8.29.17 **Mailing Address:** PO Box 449 McIntosh NM 87032 (Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 384-1067 **Fax Number:** 384-9635 (Would you like this Agenda Faxed to you? Yes No)

Email Address: lgary@torrancecountyfire.com

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

Brief explanation of business to be discussed:
Approval and adoption of Emergency Medical Services Protocols

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____

Torrance County

Fire Department

EMERGENCY MEDICAL SERVICES PROTOCOLS

Justin Hazen , MD

Torrance County Fire Department, Medical Director

Justin Hazen, MD

Justin Hazen, MD

08/25/2017

Date

Lester Gary

Lester Gary, Fire Chief

8/25/2017

Date

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APPLICATION FOR USE OF EFD PATIENT CARE GUIDELINES (PROTOCOLS)

The following Patient Care Guidelines (Protocols) are intended to be used by all personnel representing Torrance County Fire Department (TCFD).

These Guidelines in their entirety are for the providers to use in the course of their patient care.

TCFD Approved Medications

Medication	FR			
NAAK (Nerve Agent Antidote Kit	X			
Acetylsalicylic Acid (ASA, Aspirin)	X			
Oxygen	X			
Oral Glucose	X			
Albuterol	X			
Ipratropium	X			
Epinephrine 1:1,000 (Adrenaline)	X			
Acetaminophen				
Naloxone				
Dextrose (D50;D25;D10)				
Epinephrine 1:10,000				
Nitroglycerin				
Morphine Sulfate				
Fentanyl Citrate				
Diphenhydramine				
Glucagon				
Ondansetron				
0.9% Sodium Chloride				
Lidocaine (For IO Administration Only)				
Hydroxocobalamin				
Adenosine				
Atropine Sulfate				
Calcium Chloride				
Solumedrol				
Dopamine Hydrochloride				
Furosemide				
Lidocaine				
Magnesium Sulfate				
Oxytocin				
Phenylephrine nasal spray				
Sodium Bicarbonate				
Tetra Caine Ophthalmic Solution				
Diazepam				
Midazolam				
Cardarone (Amiodarone)				
Levophed (Norepinephrine)				
Adenocard (Adenosine)				

SYSTEM GUIDELINES

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INTENT

This EMS guideline manual was written to provide an opportunity for optimal patient care among multiple levels of EMS providers functioning within TCFD.

These guidelines were designed under the EMS Medical Direction of the Medical Director for:

- **Town of Estancia**
- **City of Moriarty**
- **Torrance County**

Personnel functioning for the above services may only function as EMS providers under the authority of the Medical Director. The Medical Director is Justin Hazen M.D.
Errors in pre-hospital care are generally errors of omission. The EMS provider will be pro-active in the implementation of these protocols, and should not withhold or delay any indicated intervention.
Providers should remember to "FIRST DO NO HARM".
Periodic revisions will be made in order to reflect the best possible care for our patients consistent with current acceptable medical practices. These revisions shall be made with the established EMS leadership of each service in conjunction with local medical community involvement.

DEDICATION

This document is dedicated to our most important concern, the patient. This document is further dedicated to the volunteer and paid EMS professionals at all levels who have committed their time and energy to helping others. Every patient will be afforded the best care available, in accordance with these guidelines and the EMS provider's best judgment, without regard to the patient's age, gender, lifestyle, mental status, national origin, religion, creed, color, race, diagnosis or prognosis, complaint, or ability to pay for services rendered. There is a zero tolerance policy for discrimination.

DISCLAIMER

Every attempt has been made to reflect the sound medical guidelines and protocols based on currently accepted standards of care for out-of-hospital emergency medicine. Any specific questions that arise from reading this material should be directed to the Fire Chief or the Medical Director. It is the reader's responsibility to stay informed of any new changes or recommendations made at the state or service level. Despite our best efforts, these guidelines may contain typographical errors or omissions.

Activities of EMS personnel must be in compliance with all applicable federal, state, county and local laws and regulations including as applicable: NM Department of Health 7.27.2 NMAC, Licensing of Emergency Medical Services Personnel, NM Department of Health 7.27.10 NMAC, Certification of Emergency Medical Services Agencies, PRC Regulation 18.3.14 NMAC, Ambulance Services and the Federal Controlled Substances Act.

This document was developed specifically for the Town of Estancia. These protocols may need to be modified if used in other EMS systems. Other EMS systems may obtain a disk copy of this protocol by written request from their service Medical Director. Contact Chief Lester Gary at (505) 384-4238 with any question. With protocols of a progressive nature comes increased responsibility for a comprehensive education and CQI program.

EMS SYSTEM

EMS System- All participating agencies have provided leadership and design for the prehospital care Emergency Medical Services system. The EMS Protocol Committee was created to oversee, direct, and provide information and feedback to the agencies providing Emergency Medical Services to citizens of the primary response area. Currently this includes Town of Estancia and City of Moriarty Fire Departments.

System EMS Medical Director- The EMS Medical Director for the services listed below is Justin Hazen, M.D.

Estancia Fire Department- Estancia Fire Department provides first response at the First Responder, Basic, Intermediate, and Paramedic level for the Town of Estancia and to mutual aid areas of Torrance County. The Town of Estancia is a certificated Ambulance Service carrier as recognized by the N.M. Public Regulatory Commission. The Chief of Estancia Fire Department is. The Medical Officer is

Moriarty Fire Department-The City of Moriarty provides first response at the Basic, Intermediate, and Paramedic level for the City of Moriarty and to mutual aid areas of Torrance County. The City of Moriarty is a certificated Ambulance Service recognized by the N.M. Public Regulatory Commission. The Chief of Moriarty Fire Department is. The Medical Officer is

Torrance County Fire Department- Torrance County Fire Department provides first response at the First Responder, Basic, Intermediate and Paramedic level for Torrance County and to mutual aid areas. Torrance County Has 3 Medical Rescues and is certified by the State of New Mexico EMS Bureau. The Chief of Torrance County Fire Department is Lester Gary. The Medical Officer is Augistina Sturchio.

GUIDELINES AND PROTOCOLS

Ems First Responders are considered a valuable part of the team, and my utilize skills and procedures commensurate with their training and certification/licensure. Non-certified First Responders **may not** function under these protocols. Only **state certified** EMS First Responders may perform semi-automatic defibrillation. This document reflects the changes to the New Mexico EMS Regulation Scopes of Practice as approved by the Statewide Medical Direction Committee in August of 2014.

It is the inherent responsibility of each EMS service to identify the appropriate level of EMS responders authorized to respond within each respective service area.

Volunteer or career, emergency medicine demands a strong commitment to the profession. It is the responsibility of each EMS provider to remain current in a lifelong process of EMS education. EMS providers are heavily encouraged to attend any available continuing education opportunities. We trust and hope this document to be both informative and helpful.

Emergency medicine continues to evolve at a rapid pace. Accordingly this document is subject to change as new information becomes available and accepted by the medical community.

CONTINUOUS QUALITY IMPROVEMENT (CQI)

To maximize the quality of care in EMS, it is necessary to continually review all EMS activity and identify areas of excellence and potential sources of risk. This method allows for recognition of excellent care, development of needs-based continuing education, and mitigation of potentially dangerous medical practice.

EFD QI does not exist to scrutinize every care decision, nor will an arbitrary approach be taken toward the staff at any time. The QI process exists to support the field crews and to educate as needed.

Department Guidelines:

- All EMS runs will be reviewed on a quarterly basis and an appropriate Run Review form will be completed as needed.
- Specific QA forms generated by field staff will be forwarded to the Fire Chief
- Any exceptional charts will be tagged and forwarded to the Medical Director as they are discovered.

- Any significant guideline deviations will be tagged and a Crucial Conversation will be scheduled with the provider.

Medical Director Guidelines:

- EMS runs will be reviewed in a timely manner and a record will be maintained of these runs. Records will be maintained.
- Department Case Reviews will be held a minimum of 2-3 times a year. During these sessions, interesting or problematic runs will be discussed and any potential teaching points will be made. These reviews may be combined with other in-service training.
- EMS Run Reports will not be falsified. Any changes can only be done when documented as an addendum.
- It is **MANDATORY** that all licensed EFD personnel attend all Medical Director case reviews annually.
- The Medical Director may make certain reviews or CE's mandatory in order for providers to continue to practice under their license, or in order to perform certain skills.

CONTROL OF PATIENT CARE

(Also see the interagency interaction guidelines)

The individual with the highest level of training is in control of patient care while awaiting a transport unit.

- In the event that caregivers have the same level of training, the person arriving first on the scene shall be in control of patient care until TCFD arrives on scene. At this point, the TCFD crew shall assume control of patient care and should receive a patient report from the most appropriate on scene caregiver.
- If another transport capable agency will be transporting a patient, they shall receive a patient report from the most appropriate on scene caregiver, and assume responsibility for the patient at the time the patient is placed onto their gurney.
- Providers from outside a given district will be subordinate to providers from the district in which a call originates UNLESS:
- The patient has been turned over to an outside transport service.
- A provider of higher training level arrives from a service or district with whom there is a mutual aid agreement.
- A provider of a higher training level who is known to be licensed in New Mexico arrives on a scene and has permission to treat from the local Medical Director.

The rank structure for medical care (ICS should still take place when necessary):

- Local Medical Direction
- EMT-P
- EMT-I
- EMT-B
- Family Nurse Practitioner, Nurse, Physician Assistant (these providers may function at a rank equal to EMT-B, EMT-I, or EMT-P as designated by their local medical director(s)*
- First Responder

- A person who is a recognized active EMS service member but not an EMT may assist in patient care up to and within that provider's scope of practice BUT only up to the level of the highest pre-hospital provider on scene, **subject to the direction, control and approval of the on-scene EMS provider.** The presence of other health care providers does not release an EMS service from the staffing requirements as outlined by the Public Regulatory Commission. Nurses and mid-level providers are valued members of the EMS team, and must commit to continuing education and refresher courses identical to licensed EMS providers. Nurses and mid-level providers are required to attend a formal EMS course and obtain an EMS license to become a functional provider in the EMS system. Current EMS, nursing, and mid-level provider regulations do not adequately address the issue of nurses and mid-level providers functioning in the field.

DOCUMENTATION OF PATIENT CARE

Designation of Condition: To clarify the need to do proper documentation on all patient encounters.

- An EMS run report will be generated for every patient encounter. The dCHARTe format will be used as a guideline for the narrative section of the report.
- The lead provider (the lead provider is defined as the provider attending to patient care) will be responsible for ensuring that a Department and Medical Director approved PCR or ePCR is generated.
- The names of all crewmembers or caregivers who participated in patient care should be included in the PCR/ePCR.
- When possible, the names of the providers (if known) from whom the transporting medic unit assumes care should also be noted.
- Any changes or additions to a report after it has been signed will be documented as an addendum.
    - This will include the term: "Addendum," followed by Time and Date. Then the specific items can be added, followed by the writer's initials.
- All non-patients and patients that are NOT transported will be documented on an EMS Liability Release Form as well as an EMS report form.
- All reports are confidential and all information will be treated as such and only released as applicable by local, state and federal law. All reports that contain patient information will be kept in a secure area to ensure confidentiality.
- As a general rule, a copy of the patient's field notes should be left at the receiving facility with the patient.
- Patient reports for data entry will be completed within 48 hours of patient encounter. All reporting shall be appropriately documented using approved PCR/ePCR software in accordance with State Law and Department guidelines.

DO NOT RESUSCITATE / ADVANCED DIRECTIVES

This guideline is designed to assist the medical personnel at the scene when a patient or patient's family states that a patient has a Living Will or is a hospice patient, but does not have the EMS – DNR.

- Initiate basic life support (CPR).
- Ask to review the documented Living Will or Physician Do Not Resuscitate (DNR) Order.
- If documents are present, proceed with basic life support measures only.
- Contact MCEP
- If written documentation is not available; treat to your appropriate level of care.
- Resuscitation should be done in cases of attempted suicide.
- Generally, a Living Will or other advance directive does not exclude palliative care / comfort measures.

EMS DNR

EMS providers may encounter EMS-DNR orders in the field setting. An EMS-DNR order is a legally recognized advance directive applicable to pre-hospital care providers (NMAC 7.27.6). Presence of an EMS-DNR order requires that EMS responders not perform certain resuscitation measures. Other advance directives such as hospital or nursing home DNR orders or personal living wills may be encountered in the pre-hospital setting, but should not be routinely followed without on-line Medical Control consultation. The following guidelines will help when an EMS-DNR situation is encountered:

- If the care provider believes an EMS-DNR order may be present, attempt to locate the order while continuing with appropriate care.
- Identify the patient. This may be done with standard picture identification or by confirmation of identification by family members or others associated with the patient.
- If an EMS-DNR order is located, or the patient wears an EMS-DNR bracelet, and the identity has been verified, then the care provider must proceed as follows:
- If the patient is in respiratory and/or cardiac arrest, do not perform:

External chest compressions
Artificial ventilation
Intubation or other advanced airway adjuncts
Defibrillation or pacing
Cardiac medications

- If a written EMS-DNR or Living Will is provided and honored, attempt to maintain possession or obtain copy of said document for inclusion into the patient's medical record.
- If the patient is not in arrest, EMS care providers may administer the following, as long as the patient or authorized decision-maker does not refuse.

Oxygen
Suctioning Basic
Airway Management, excluding LMA/Laryngeal or Extraglottic Airway Devices
Control of bleeding
Paramedics and Intermediates may administer analgesics, as appropriate.
Other comfort care to assist the patient

Note: The patient may revoke the EMS-DNR at any time verbally or by defacing the written order or bracelet. Should this occur, every action consistent with the standard of care should immediately be taken. EMS-DNR orders should not be followed in cases of suspected homicide or attempted suicide. If a written DNR is not available and it seems appropriate not to resuscitate the patient; the crew may contact MCEP for guidance.

NEW MEXICO MOST

Medical Orders for Scope of Treatment

The MOST is an advance directive that is written in the form of a physician order. It is designed to be a statewide mechanism for an individual to communicate his or her wishes about a range of life-sustaining and resuscitative measures. Moreover, the MOST represents a means of transferring the known wishes of an individual from one care setting to another, using a uniform document in each setting. It is a portable, authoritative and immediately actionable physician order that is consistent with the individual's wishes and medical condition and should be honored across all treatment settings.

The New Mexico MOST is an advance healthcare directive or healthcare decision and must be honored in accordance with state law (NMSA 2078§24-7A-1 et seq.) If there is a conflict between this directive and an earlier directive, the most current choices made by the patient or the Healthcare Decision Maker shall control.

DEAD AT SCENE

Upon arrival at a scene in which the patient is obviously dead and resuscitation efforts would be to no avail. Resuscitation efforts of any kind may be withheld on the decedent. The following criteria should be used:

- Presence of Rigor Mortis
- Livormortis
- Obvious external exsanguination
- Decapitation
- Decomposition
- Visible brain contents
- Blunt traumatic arrests (after consideration of potentially reversible causes)
- Penetrating traumatic arrests with a transport time of more than ten minutes
- Sustained time down prior to arrival without CPR in progress with presenting rhythm of Asystole in warm adults

Note: Hypothermic arrests, drowning events, and most medical pediatric arrests deserve full resuscitative attempts. CONTACT MEDICAL CONTROL for direction.

DIVERSION OF EMS UNITS

Designation of Condition: To promote optimal patient care through the coordinated efforts of the EMS and hospital systems. To allow for proper patient destination based on patient request and facility status during times when the facility staff feels it is temporarily incapable of providing optimal care to further patients.

- All hospital systems must work to keep their facilities on an open status, however hospitals may divert within their own hospital system. Current guidelines for patient destination should be maintained including patient request and closest hospital.
- Cardiac arrest or unstable airway patients will still go to the closest appropriate facility, unless they are on "totally closed". MCI guidelines may alter the patient destination decisions.
- If a circumstance arises when a field paramedic feels it is mandatory to override a divert because of risk to the patient or provider, they should advise the receiving hospital that they are overriding and give a med report and ETA. These cases will prompt mandatory QI reporting to the appropriate medical director.
- If a unit is on the property of a hospital (cross the driveway), you should not leave the facility. Advise the facility you are already on the hospital grounds.

EMTALA RISK

(The Emergency Medical Treatment and Labor Act (**EMTALA**) is a federal law that requires anyone coming to an emergency department to be stabilized and treated, regardless of their insurance status or ability to pay.)

Designation of Condition: To minimize EMTALA risk to hospitals by EMS transport units.

- When circumstances arise and an EMS transport unit is on a hospital's property, the EMS unit will not divert to another hospital.
- If you get a divert order from the facility and you are on their property, you will advise the facility that you are on their property and will not be diverting.
- Upon arrival, advise the staff of the EMTALA risk and tell them that an internal quality assurance will be generated and will be reviewed by the medical director.
- Radio reports will be done as early as possible during transport to minimize EMTALA risk.

EMERGENCY DEPARTMENT PATIENT TURNOVER

Designation of Condition: Expedite appropriate and timely of turnover of pre-hospital patients to the Emergency Department staff.

- Expeditious and complete patient turnover will be the goals of all personnel involved.
- It is assumed that the responsibility for patient care reverts to the E.D. staff when the patient enters the E.D. rather than after a formal turnover report. EMS personnel will strive to do what is right for the patient and keep continuity of care until report is given.
- It is expected that ED staff will receive pre-hospital personnel in a timely manner on arrival to ED and direct them to the appropriate bed or ED area.
- Pre-hospital personnel will assist in moving patient to a safe place within the hospital and give a complete pre-hospital report.
- EMS field notes should be left at the hospital when the patient is turned over to the hospital staff.
- It is expected that complete turnover will be completed within 15 minutes of ED arrival or when the relevant EMS run report is complete, whichever is longer.
- If the above criteria is not met and the patient remains on the pre-hospital gurney greater than 15 minutes, pre-hospital personnel will seek a safe place to unload the patient and give a completed field notes report to the first available ED staff RN or MD and then return to service.
- There is no obligation for EMS personnel or equipment to be utilized once in the E.D. area.
- Completed ePCR reports shall be uploaded into the ePCR (NMEMSTARS) within 48 hours following patient turn over so that the receiving facility can access the completed report.

HELICOPTER USAGE

Designation of Condition: To optimize air medical services in Torrance County.

- Critical or serious trauma or medical patients when ground transport will take longer than 30 - 45 minutes (excluding cardiac arrest patients from any cause-helicopter transport is not appropriate for these patients).
- Multiple trauma victims and inability of ground personnel to manage and transport adequately.
- Trauma patients in situations where ground transport is compromised (ex: mechanical failure, remote location or poor road conditions).
- Trauma victims with long extrication times.
- Disaster situations.
- Requests for helicopter transport should be made through Torrance County Communications Center.

HOSPITALS

Contact Albuquerque Base on Med Channel 2 for clearance on med channels.

HOSPITAL	MED RADIO CHANNEL	TRAUMA DESIGNATION	PHONE NUMBER	CATH CAPABLE
Presbyterian- Down Town	7	0	(505)841-1642	YES
Presbyterian-Kaseman	7	0	(505)291-2122	
Presbyterian-Rust Medical	7	0	(505)253-7878	
Lovelace- Down Town	6	0	(505)272-1002	
Lovelace-Westside	6	0	(505)	
Lovelace-Womens	6	0	(505)272-7713	
Lovelace- Heart Hospital	6	0	(505)724-2375	YES
University Hospital	1	1	(505)272-2411	YES
Sandoval Regional Medical Center	8	0	(505)994-7615	
Veterans Administration	3	0	(505)256-2793	YES
St. Vincent Hospital	5			YES
Los Alamos Medical Center	5	0		
San Juan Regional Medical Center	4			YES
Albuquerque SANE		0	(505) 883-8720	
Crownpoint IHS	6	0		
Presbyterian Espanola Hospital	5	0		

INVOLUNTARY RESTRAINT & TRANSPORT

Designation of Condition: The patient exhibits violent, combative and/or uncooperative behavior that results from a medical or psychiatric condition and such behavior places the patient or others in imminent danger. Indications for Use: The application of mechanical restraints is allowed only when all less restrictive measures of control have failed (e.g., verbal de-escalation), and the patient's behavior continues to pose a threat to him/herself or others. Involuntary restraint is also appropriate when an EMT makes a good faith judgment that a patient is incapable of making an informed decision about his own safety or need for medical attention and is reasonably likely to suffer disability or death in the absence of medical intervention. The application of restraints should always be done out of necessity, to ensure patient or provider safety and never as a matter of provider convenience.

Procedure:

- Establish Primary Management
- Request law enforcement at the earliest opportunity, and
- Ensure the presence of sufficient personnel to safely apply restraints.
- Explain to the patient and family why restraints are necessary.
- Apply restraints in a humane manner, affording the patient as much dignity as possible.
- Use the least restrictive method of restraint necessary to protect the patient and still insure provider safety during transport.
- Devices: Restraint devices that are appropriate for EMS utilization include: soft restraint, spine board, KED, vacuum splint, soft gauze, blankets and sheets. Prone or "hobble" restraints are not appropriate for EMS.
- Obtain vital signs at the earliest opportunity. Violent and combative behavior may be secondary to hypoxia, hypoglycemia, or CNS infection. Obtain O2 saturation and BGL as soon as it is feasible. Assess for fever. Treat trauma and seizure if applicable.
- All restrained patients require continuous monitoring of the airway, circulatory and respiratory status; as well as the need for continued restraint.

All cases of restraint will undergo EMS Chief quality assurance review. Appropriate cases will be forwarded to the Medical Director

Under State Law 24-10B1, EMS Systems ACT, Section 24-10B-13, any person may be transported to a health care facility by an EMT when the EMT makes a good-faith judgment that the person is incapable of making an informed decision about his own safety or need for medical attention and is reasonably likely to suffer disability or death in the absence of medical intervention available at such a facility.

- Contact MCEP on all involuntary restraint & transport cases. If MCEP contact is unavailable, the licensed caregiver on scene may make the decision to transport the patient against their will per the above guideline. If MCEP contact is made, explain your situation and the need to transport or restraint against patient's will. If the MCEP agrees, restrain the patient and transport with police assistance. It may be helpful to put the MCEP in communication with the police officers at the scene if they are hesitant to help. If handcuffs are used or patient is judged dangerous despite restraint, police will accompany the patient in the back of the transport unit. If a law officer refuses, this should be documented on the patient report. Consider a 2nd EMT in the back of the transport unit for added EMT protection and as a witness when the patient is physically or chemically restrained. Perform a brief mental status exam to include:
  - Level of consciousness, and orientation to person, place, time, situation
  - Intent to harm self or others
  - Take a brief history, including drug / alcohol use, medications and mental illness.

ALS PROVIDERS

- Use of medications in agitated patients – this option is only available to the EMT-P and should be used only when physical restraint is impossible or insufficient. Keep in mind that use of medications may alter subsequent examination at the hospital. Monitor oxygen saturation levels and End Tidal CO2, and support the patient's oxygenation and ventilation status as indicated.
- **If sedation is deemed necessary, refer to the Altered Mental Status: Agitation protocol (page 58) Contact Medical Control for higher doses if necessary. CAREFULLY DOCUMENT THE HISTORY, PHYSICAL EXAMINATION, AND REASON FOR RESTRAINT AND TREATMENT RENDERED. WHEN APPROPRIATE, OBTAIN NAMES OF OFFICERS, WITNESSES, AND THE MCEP.**

MENTAL HEALTH PICK-UP ORDERS

To provide for crew safety and in helping law enforcement carry out their duties in executing Court Ordered Pickup Orders the following guidelines will be followed:

The FOLLOWING PROCEDURE WILL APPLY WHEN LAW ENFORCEMENT RECEIVES A CERTIFICATE FOR EVALUATION (PICK UP ORDER):

Law Enforcement/T.C.S.O. supervisor will review the order and confirm the information on the order and the location of the subject to be transported to. If there is any missing information the Town of Estancia Police Department/T.C.S.O. supervisor will confirm before attempting to serve the order.

Once all the information is verified by the Law Enforcement/T.C.S.O. supervisor along with at least one other officer will attempt to locate the individual. Upon contact with the individual the Law Enforcement Department/T.C.S.O. supervisor will advise them of the order and advise them they will need to be transported to the location in the order. The individual will be handcuffed for their safety and the officers and placed in the back seat as per department procedures.

If Law Enforcement/T.C.S.O. supervisor observes any medical condition that would require EMS to respond Law Enforcement /T.C.S.O. supervisor will request EMS to respond and treat the individual prior to the officer transporting.

Law Enforcement /T.C.S.O. supervisor will determine based on the circumstances if a second officer needs to accompany the transport officer. The Officer transporting the individual will have dispatch notify the Hospital that they will be enroute.

Once at the hospital the officer will turn over the individual to the proper authorities along with a copy of the order and return to jurisdiction and prepare a report.

If the patient has a medical condition, EMS will treat and transport if necessary requesting that a Police/T.C.S.O. officer accompany in the patient compartment during the transport.

Under NO circumstances will EMS attempt to execute and/or respond to a Pick-Up order at the request of Dispatch only. Law Enforcement /T.C.S.O. units must be on scene and requesting EMS.

MEDICAL CONTROL

EMS providers in TCFD provide care under their own license. Their relationship with physicians may take the form of Direct or Indirect Medical Control. Indirect medical control is represented by these guidelines or the guidelines specific to the service in which the provider functions. A physician who is in direct communication with the prehospital provider at the time care is being given provides the direct Medical Control. This is ideally done by a Medical Control Emergency Physician (MCEP). For situations not covered by these guidelines, or when physician contact is required by these guidelines, Direct Medical Control must be established according to the following guidelines:

Guidelines for Direct Medical Control

- If pre-established physician-patient relationship exists and this physician is on scene, it shall take precedence over these guidelines, and said physician shall have direct medical control until he/she expressly relinquishes it to the MCEP. The EMS providers are not bound to follow the orders of this physician but instead are governed by these guidelines. Every reasonable effort should be made to assist in patient care.
- A physician physically present at the scene who offers to assist in the patient's care may be allowed to do so if the following conditions are met:
    - The physician identifies them self to the EMS provider in charge of patient care as a currently licensed physician in the State of New Mexico.
    - The physician agrees to accompany the patient to the hospital and to provide care until care can be appropriately transferred to an MCEP.
    - The physician agrees to sign the EMS Run Form in the "Medical Control" space.
    - If the on-scene medical intervention orders conflict with these guidelines, they shall be placed in contact with the MCEP. If a conflict remains, the EMS personnel shall be obligated to carry out the orders of the MCEP.
    - Emergent Direct Medical Control is available by contacting the MCEP at any one of the hospitals listed prior. It is preferable to make contact with the MCEP at the hospital to which the patient is being transported, but this is not always possible. Direct medical control is also available through the Service Medical Director or the County Medical Director although this is typically not appropriate in emergency situations.

MCEP CONSULT

EMS providers are encouraged to request a physician consult for patients that they feel might merit the immediate attention of the receiving Emergency Department Physician, or for on scene decisions such as patient refusals. When requested, a direct report from the EMS provider to the Physician should be accomplished soon after the patient arrival in the ED. This guideline is intended for both medical and trauma related events. Document all MCEP encounters on run form. Always document the MCEP's name.

INTERVENING PHYSICIAN ON SCENE

A physician physically pre3sent at a scene who offers to assist in the care of a patient may be allowed to do so if the following conditions are met;

- The physician identifies self to the EMS provider in charge of patient care as a currently licensed physician or otherwise authorized to practice in the state of New Mexico.
- The physician agrees to accompany the patient to the hospital and to provide care until care can be appropriately transferred to the receiving hospital physician.
- If the on-scene medical intervention orders conflict with these protocols, the physician should be placed in direct voice contact with the receiving physician. If a conflict remains, EMS personnel will follow normal protocols.

Card to be presented at scene, which reads:
Physician On Scene
"An Emergency Medical Services system with comprehensive written protocols has been established and is monitored by the appropriate agencies. By showing proff that you are a licensed medical physician, you may take responsibility for the patient's care *if you accept full responsibility for patient management and the issuing of orders conforming to the established protocols, attending the patient in the ambulance enroute to the hospital and signing the EMS patient report form.* If the EMS providers on scene believe there is an issue with patient care, they are instructed to CONTACT MEDICAL CONTROL at the appropriate receiving facility via radio or cellular phone. You may be asked to also speak to the receiving physician".
Note: Use of this card is for physicians who are intervening ONLY. Nothing in this protocol precludes appropriate assistance from recognized physicians in the community.

MINOR (UNDER 18 YEARS) TRANSPORT GUIDELINES

Designation of Condition: These guidelines are designed to help crews with the difficult job of handling minor patients and the situation when a minor patient has a child.

- For a minor to make a decision regarding healthcare, they must be emancipated. To be legally emancipated, they must be at least 16 years of age and...
  - Married
  - Divorced
  - Active military
  - Legally declared emancipated in a court of law
- Pregnancy in and of itself does not emancipate a minor
- An emancipated minor can make decisions for her minor child.
- When in doubt, use EMS Act, Section 24-10B. -9.1, to transport the patient against their will. Err on the side of transport versus refusal.
- When in doubt, contact an MCEP.
- In discussion with several attorneys, it is clear that an un-emancipated minor mother cannot make decisions for her minor child. No consensus was obtained as to who has legal control over the minor's child unless guardianship has been established. This would be an area to utilize the EMS Act noted above, an MCEP, or law enforcement if necessary.

Notes: When dealing with the emancipation issues, document statements made by the parties involved when the appropriate documentation (marriage certificate, court order, etc.) is not readily available. Remember to err on the side of patient care.

THE LAWS SURROUNDING EMANCIPATED MINORS RECENTLY CHANGED IN NEW MEXICO.

24-7A-6.2. Consent to health care for certain minors fourteen years of age or older.

A. An unemancipated minor fourteen years of age or older who has capacity to consent may give consent for medically necessary health care; provided that the minor is:

(1) living apart from the minor's parents or legal guardian; or

(2) the parent of a child.

B. For purposes of this section, "medically necessary health care" means clinical and rehabilitative, physical, mental or behavioral health services that are:

(1) essential to prevent, diagnose or treat medical conditions or that are essential to enable an unemancipated minor to attain, maintain or regain functional capacity;

(2) delivered in the amount and setting with the duration and scope that is clinically appropriate to the specific physical, mental and behavioral health-care needs of the minor;

(3) provided within professionally accepted standards of practice and national guidelines; and (4) required to meet the physical, mental and behavioral health needs of the minor, but not primarily required for convenience of the minor, health-care provider or payer.

C. The consent of the unemancipated minor to examination or treatment pursuant to this section shall not be disaffirmed because of minority.

D. The parent or legal guardian of an unemancipated minor who receives medically necessary health care is not liable for payment for those services unless the parent or legal guardian has consented to such medically necessary health care; provided that the provisions of this subsection do not relieve a parent or legal guardian of liability for payment for emergency health care provided to an unemancipated minor.

E. A health-care provider or a health-care institution shall not be liable for reasonably relying on statements made by an unemancipated minor that the minor is eligible to give consent pursuant to Subsection A of this section.

F. Nothing in this section shall otherwise limit the rights of an unemancipated minor to consent to treatment, nor shall this section be read to conflict with the rights of parents and children pursuant to the Children's Mental Health and Developmental Disabilities Act [32A-6A-1 NMSA 2078].

History: 2078 Comp., § 24-7A-6.2, as enacted by Laws 2009, ch. 220, § 3.

OFFICE OF THE MEDICAL INVESTIGATOR

The Unattended Home Death

- When a death occurs outside of a licensed nursing home or hospital facility and the private personal physician of the decedent does not attend the death, that death is considered an unattended death. By law, all unattended deaths fall under the jurisdiction of the OMI and it is necessary for the OMI to conduct a full investigation.
- In all cases of unattended death law enforcement must be contacted. EMS personnel will request law enforcement on all deaths. The scene will then be turned over to law enforcement and it will then be up to law enforcement to request OMI.
- All unattended deaths are to be considered a crime scene by EMS until told otherwise by law enforcement on scene. For this reason, extreme care must be exercised for preservation of the crime scene. Any medical equipment that is used on the patient should be left with the patient (example: IV lines, airway devices, etc.). If external blood loss is caused by EMS (example IV attempts) it should be noted in the EMS run report as well as verbalized to the first arriving law enforcement officer.
- The body of the deceased should not be moved until law enforcement is on scene. No one should be allowed to remain in the room of the deceased alone until law enforcement is on scene.
- An EMS field report/notes should be filled out on scene and a copy left with law enforcement for OMI.

Death of Potential Violent Origin

- In addition to all of the elements outlined in the Unattended Home Death guideline, extra awareness of crime scene preservation must be exercised.
- For motor vehicle accidents, this includes: skid marks, debris scattering patterns, clothing location, etc. EMS personnel should realize that on occasion simple placement of units (unmarked vehicles or private owned vehicles) might place them into the crime scene and subject to the control and authority of law enforcement on scene.
- Weapons or sources of injury should not be touched, moved or altered in any way. The only exception to this is when EMS personnel on scene feel that there is a legitimate threat of harm for themselves or additional personnel on scene. In most cases, this means that the scene was not secure and probably should not have ever been entered. If the scene is not safe and you do not have the resources to make it safe, leave the scene. EMS safety always takes precedence over patient safety.

Death on Native American Lands

- When a death occurs on Native American Land, assure that Tribal Officials, the police from the specific pueblo (if available), and/or BIA Police are notified and on the scene. The death will be handled by these officials in accordance to the laws and traditions of the specific pueblo, and may or may not involve the Office of the Medical Investigator. Please document the circumstances as appropriate, and leave a copy of the EMS field report/notes for the law enforcement officials present.

REFUSAL OF TREATMENT/LIABILITY RELEASE

- An EMS Liability Release must be completed on all refusals/non-transports.
    - All blanks in the top section should be completed on all patients; the top three fill-ins should be completed on all non-patients.
    - Appropriate initials and signatures, including witnesses, are necessary to make this a legal document.
- Documentation for refusal of treatment should include:
    - LOC: Patient is awake, oriented and able to comprehend the seriousness of his/her injury or illness.
    - Vital signs: Should be within normal limits if the patient allows you to take them. If they are not, DO NOT check the box. Advise the patient of the abnormality and document it in your narrative.
    - Careful explanation to the patient and/or family of the possible implications of the injury/illness including possibility of death if applicable. Ascertain understanding of these consequences by the patient/family, and document this
    - Ask the patient or legal guardian to sign a refusal of treatment form (the patient cannot be forced to do this).
    - Witness signature for refusal, even if patient did not sign. It is preferable to obtain this from a family member, law enforcement, or another department member, but EMS personnel are adequate if necessary.
    - Clear documentation that patient is not impaired by drugs or alcohol.
    - Advise that EMS can be called back to the scene if patient condition deteriorates or if patient reconsiders transport
- If the patient is awake, oriented and able to comprehend the seriousness of the injury or illness and refuses treatment of a potentially life-threatening process, an attempt should be made to put the patient and/or family in contact with an MCEP.
- If the patient is ill/injured but is not awake, not oriented, or not able to comprehend his/her illness (impaired from alcohol, drugs, head injury, chronic disease, etc.):
    - Law Enforcement should be summoned to assist and the patient should be transported based on the Involuntary Restraint and Transport guideline.
    - Consider contacting an appropriate MCEP to discuss the case with the Police and/or the patient.

- After MCEP/Police intervention, transport the patient if there is a reasonable possibility of danger to life or limb or the patient may not have access to care.
- Patients that have not sustained an injury, are awake, alert and oriented and do not feel a need for EMS treatment or transport, with no obvious signs of trauma or distress, and no significant mechanism of injury, may be allowed to sign the non-patient portion of release. All demographical information, signatures, and witnesses must still be completed.
- No person shall be refused treatment or transport because of inability to pay, race, color, creed, religion, or type of illness.

REPONSE IN PRIVATELY OWNED VEHICLES (POV)

Use of a privately owned vehicle (POV) is encouraged when it can:

- Shorten response times, and/or
- Permit EMT's of higher level training to arrive at a scene sooner. Providers should obey all traffic laws and not exceed the speed limit. There should be no use of emergency lights or sirens in personal vehicles. POVs shall not be used for patient transport. Recommended jump kit equipment at each level is as follows:

First Responder

- Gloves, goggles and other protective equipment are necessary
- Two-way radio communication
- Gauze
- Kerlix
- Tape
- Pocket Mask and Manual Suction
- Oral Airway
- Nasal Pharyngeal airway
- Stethoscope
- BP Cuff
- Bag-Valve Mask
- Suction
- ASA
- Oral glucose

EMT-B (all of the above plus)

- Extraglottic Airways
- Epinephrine 1:1000 and two 0.3 cc syringes
- Naloxone and appropriate delivery devices
- Albuterol/Atrovent

EMT-I (all of the above plus)

- One bag NS
- IV tubing
- D5OW
- Epinephrine 1:1,000
- Epinephrine 1:10,000
- Nitroglycerine
- Syringes
- Needles

EMT-P (all of the above plus)

- Laryngoscope
- Endotracheal tubes

Optional equipment for all levels of providers Oxygen cylinder with regulator
Oxygen tubing
Glucometer
Automatic or semi-automatic external defibrillator

All contents of jump kits shall be properly maintained to ensure that all equipment is in working order and that all drugs and fluids are not outdated and are kept within environmental norms. The pharmacy inspection process shall inspect all kits on its routine schedule. Any member requesting equipment for a POV jump kit must clear the request through their appropriate Chain of Command.

TRANSFER OF CARE RESPONSIBILITY & DELEGATION

- Generally, an EMS provider will remain with the patient and remain responsible for patient care until another licensed EMS provider of equal or higher training and capability receives an oral report and assumes responsibility for patient care.
- It will be the expectation that anytime a request for an ~~TCFD Medic Unit~~ intercept occurs, the TCFD unit will become the transporting unit and will release the requesting unit back into service upon transfer of patient care.
    - An exception to this guideline would be in the case of an MCI, even if a higher level of care is desirable, to ensure the greatest benefit for the greatest number of patients.
    - Inappropriate intercept requests will have a negative effect on the overall emergency system. If a Medic Unit is concerned regarding inappropriate requests for intercepts, a written QI request should be generated.
- EMT-Paramedics are not required to remain with a patient if ALS care has not been initiated, and is not warranted or required.
- An EMT-Paramedic may transfer care to an EMT-Intermediate level of care, if there is no reasonable expectation that the patient will require a higher level of care following a full patient assessment and examination. However, the EMT-Paramedic must realize they are ultimately responsible for overall patient care after their visual assessment.
- Transfer to a lower level of care is acceptable in a MCI, even if a higher level of care is desirable, to ensure the greatest benefit for the greatest number of patients.
- Law enforcement has NO AUTHORITY in transport decisions unless a law enforcement officer elects to take a patient into custody. The law enforcement officer is then responsible for ALL actions and decisions occurring as a result of their direct orders. Liability and system consequences should be clearly relayed to law enforcement officers and documented in the patient narrative. Whenever a conflict exists, contact Medical Control.
- EMS transport personnel will maintain in charge and control of the patient after arrival at the hospital until:
    - Proper unloading has occurred. EMS personnel are solely responsible for unloading. Hospital personnel should stay outside the ambulance unless assistance is required.
    - A full patient report is provided to the appropriate receiving personnel.

TRANSPORT GUIDELINES

- For most calls, scene times should be kept to a minimum. It is understood that extrication, weather conditions, safety factors or other on-scene problems may unavoidably delay transport. The best judgment of the senior EMS personnel present must be used to minimize delays without endangering any caregivers. Onscene law enforcement and fire suppression should be consulted if there is a concern for the safety of the caregivers.

Trauma Patients (see trauma designation guideline for definitions of Category 1, 2, and 3)

Category 1 – Transport as soon as possible via the most expeditious and safe method. If ground transport from time of initial patient contact will take more than 30 – 40 minutes, then contact Dispatch and request aeromedical support from one of the helicopter services.

- Attempt to limit the scene time to less than 10 minutes (exception is cases of prolonged extrication).
- Critical airway procedures should be performed at the scene if necessary.
- Spinal immobilization should not delay transport, unless there is no one to assist the primary caregiver once enroute.
- Less critical airway and IV procedures should be performed enroute unless awaiting transport.
- Early intercept for non-paramedic units.
- Transport to UNMH

Category 2 – Transport as soon as possible via the most expeditious and safe method. If ground transport from time of initial patient contact will take more than 30 – 40 minutes, then consider contacting Dispatch to request aeromedical support from one of the helicopter services.

- Critical airway procedures should be performed at the scene if necessary.
- Spinal immobilization should be performed enroute unless awaiting transport.
- Less critical airway and IV procedures should be performed enroute unless awaiting transport.
- Early intercept for non-paramedic units.
- Transport to UNMH

Category 3 – Generally transport by ground unless multiple casualties or ground transport unavailable.

- Spinal immobilization should be performed at the scene.
- Airway procedures and IV's should be initiated enroute when possible.
- Transport to UNMH

Medical Patients – Scene times should be kept to a minimum at all times.

- Procedures which are deemed critical should be initiated at the scene.
- Less critical procedures should be performed enroute when possible.
- Medical patients may be transported via a helicopter service if the patient is critical and ground transport may take more than 30 – 40 minutes.

Air Transport - If it appears that ground transport will take more than 30 – 40 minutes, then consider air transport of serious and critical patients. Air transport may be of benefit in MCI situations as well. Do consider the local weather conditions when contemplating using the air services.

Rescue Unit Transport – on occasion it is necessary that registered medical rescue units transport patients. This is permissible and encouraged if in the best interests of the patients. The transporting vehicle must be configured as an ambulance with an enclosed patient compartment. There must be a minimum of one EMT-B in the patient compartment. Request ALS intercept anytime if the patient's condition warrants.

ALS intercept – An Advanced Life Support intercept is necessary when a patient is transported by a rescue or ambulance needs care from a provider of a higher training level. The benefit should outweigh the risk of time delay and roadside danger.

- This should be arranged as far in advance as possible.
- A safe rendezvous location and time should be arranged over the radio directly or through dispatch.

Choice of Hospital

- Torrance County, being primarily a rural setting, lends itself to long transport times. The patient's choice of hospitals will often take the transport unit out of service for a longer period of time without adequate coverage for its district. All efforts should be made to reasonably shorten the time at the hospital and return to district.
- Trauma patients should be categorized according to the trauma guideline and transported to appropriate facility as outlined.
- In cases of medical cardiac arrest, the patient should be transported to the closest facility capable of caring for the patient.
- Patients without a preference should be transported to the closest facility capable of treating the patient.

TRAUMA DESIGNATION ALGORITHM-

Category 1 Trauma Transport to a Level 1 or 2 Trauma center

Assess physiologic status

- Hemodynamic compromise - SBP <90 mmHg (Hypotension, pallor, tachycardia, or diaphoresis)
- Respiratory compromise (1) - Resp. Rate of <10 or >29 breaths per minute (<20 in infant aged <1 year), or need for ventilator support.
- Unconscious or deteriorating mental status – GCS ⩽ 13

Category 2 Trauma Transport to a Level 1 or 2 Trauma center

Assess anatomical injury

- All penetrating injuries to head, neck, torso, or extremities proximal to elbow or knee(2)
- Chest wall instability or deformity (i.e. flail chest)
- Trauma with burns of 10% or > or inhalation injuries
- 2 or more proximal long-bone fractures
- Crushed, degloved, mangled, or pulseless extremity
- Paralysis
- Amputation proximal to wrist or ankle
- Open or depressed skull fractures
- Pelvic fractures
- Altered mental status(3)

Category 3 Trauma Transport to any level Trauma center if NONE of the above criteria are present

- Assess mechanism of injury and risk for occult injury
  - Falls: Adults: >20 feet (one story =10 feet) Children: >10 feet or two to three times the height of the child
- High-risk auto crash
  - Intrusion, including roof: >12 inches occupant site; >18 inches any site
  - Ejection (partial or complete) from automobile
  - Death in same passenger compartment
  - Vehicle telemetry data consistent with a high risk for injury;
- Automobile versus pedestrian/bicyclist thrown, run over, or with significant (>20 mph) impact;
- Motorcycle crash >20 mph
  - High-energy event of clinical significance

Special Considerations – Consider transport to appropriate Trauma center if ANY of the following are present:

- Older Adults
  - Risk for injury/death increases after age 54 years
  - SBP <110 might represent shock after age 65 years
  - Low impact mechanisms (e.g., ground-level falls) might result in severe injury
- Children
  - Should be triaged preferentially to pediatric capable trauma centers
- Anticoagulants and bleeding disorders
  - Patients with head injury are at high risk for rapid deterioration
- Burns
  - Without other trauma mechanism: triage to burn facility
  - With trauma mechanism: triage to trauma center
- Pregnancy >20 weeks
- EMS provider judgment

If the patient has none of the indicators listed for Category 1, 2, or 3, then the patient meets "noncategory" trauma criteria and may be transported to the requested or closest facility

Footnotes

1. Tachypnea (hyperventilation) alone will not necessarily initiate this level of response
2. Non-life threatening, minor injuries excluded
3. Altered mental status (secondary to sedative or hypnotic will not necessarily initiate this level of response)
4. High-energy event of clinical significance = large release of uncontrolled energy to patient. These events may include rollover crashes, motorcycle, ATV or bicycle crashes, auto versus pedestrian impacts, significant assaults or altercations, or extrication times > 20 minutes. Assume patient is injured until proven otherwise (multi-system injuries may be present) and exercise clinical judgment considering direction and velocity of impact, patient kinematics, physical size and vehicle damage. Age and co-morbid factors/conditions should be considered in triage level decisions.
5. IF a patient with evidence of a high energy event of clinical significance but without any clinical signs or symptoms of injury refuses transport to the trauma center and requests another facility, the paramedic will contact the MCEP at the requested facility and follow their guidance.

TRANSPORT-CAPABLE MEDICAL RESCUES

Designation of Condition: Emergency transport of a critically ill/injured patient to the nearest appropriate PRC certified ambulance service may be appropriate in the following conditions and only after all appropriate assessment and treatment modalities have been initiated.

- The nearest appropriate PRC certified ambulance provider must be greater than 15 minutes away in order to initiate transport. In no case should the ambulance be delayed for a rendezvous point.
- Indications for Use: The Medical Rescue vehicle must comply with the intent of Regulation 18.3.14 NMAC regarding minimum equipment requirements.

Designation of Condition: Life threatening patient presentation including but not limited to:

- Medical Cardiac Arrest*
- Respiratory Arrest
- Acute respiratory distress
- Overdoses resulting in unconsciousness
- Critical burns, as defined within the guidelines.
- Multi-Systems Trauma with hemodynamic instability.
- Penetrating Trauma to the head, neck, chest, abdomen

- A PRC certified ambulance service may elect to terminate resuscitation while the patient is still in the medical rescue. This could take the rescue out of service for the duration of any law enforcement/OMI investigation.
- Transporting a critical patient to a helicopter landing zone may be appropriate if the patient has one or more of the above conditions.(*exception)
- It is recognized that there may be an occasion during a high level MCI to have a medical rescue transport stable patients directly to a hospital.

TREATMENT GUIDELINES

ASSESSMENT GUIDELINES

A complete assessment up to the responder's capability includes the following, as appropriate:

- Level of consciousness
- Mental Status exam
- History of present injury or illness
- Pertinent past medical history
- Physical exam
- Lung sounds
- Cardiac monitor including 12 lead EKG (if available)
- Neurological exam, including pupillary reaction, coordination and general movement
- Vital Signs, including:
    - Respiratory effort, rate and depth
    - Pulse rate, strength, regularity, and site
    - Blood Pressure
    - Oxygen Saturation
    - BGL
    - CO
    - Temperature
    - Skin color / temperature
    - If available, capnometry/capnography
- Full documentation on appropriate EMS response form

PRIMARY MANAGEMENT

PERFORM COMPLETE ASSESSMENT TO LEVEL OF TRAINING

For all patients, ensure or establish AIRWAY PATENCY

ALL EMS PROVIDERS

- Positioning maneuvers
- Suction (oropharyngeal, nasopharyngeal, stoma)
- Nasopharyngeal airway
- Oropharyngeal airway
- Pertinent medical history

BLS AND ABOVE PROVIDERS

- Multi-Lumen Airway
- Extraglottic Airway Device insertion after appropriate training and sign-off

ALS PROVIDERS

- Suction (endotracheal)
- Laryngoscopic visualization
- Magill forceps manipulation
- Nasotracheal intubation (blind or visualized)
- Endotracheal intubation
- Stoma intubation
- Surgical Cricothyrotomy

For all patients, ensure and establish ADEQUATE VENTILATION & OXYGENATION

ALL EMS PROVIDERS

- Pulse Oximetry
- Administer Oxygen commensurate with level of respiratory distress
- Bag Valve Mask
- Time cycled Oxygen-powered ventilator
- Capnometry/Capnography

BLS AND ABOVE PROVIDERS

- CPAP

ALS PROVIDERS

- Needle chest decompression

For all patients, ensure and establish ADEQUATE CIRCULATION

ALL EMS PROVIDERS

- Supine positioning
- Trendelenburg positioning
- CPR
- SAED
- Perform glucometry

BLS AND ABOVE PROVIDERS

- Initiate cardiac monitoring

ILS AND ABOVE PROVIDERS

- Peripheral IV access, for fluid and/or medication administration
- Establishment of pediatric intraosseous (IO) vascular access as defined by State Regulations and current PALS
- Establishment of adult intraosseous (IO) vascular access ALS PROVIDERS
- Utilize pre-existing vascular access as primary site, as necessary: ACLS as per specific guidelines, defined herein or per current ACLS

ADMINISTERING A PATIENT'S OWN MEDICATIONS

BLS AND ABOVE PROVIDERS

Treatment indications: When it is deemed necessary that a patient is in need of their own specific medication. The medications allowed are: bronchodilators (such as albuterol inhalers) for acute bronchoconstriction, Epi-Pen for life threatening bronchoconstrictive conditions, and nitroglycerin for pain from suspected acute coronary syndrome. The only situation this guideline should be put to use is when (1) a caregiver arrives on scene and does not have these medications in their response pack, (2) the additional personnel who do have these medications are delayed, and (3) the delay is deemed detrimental to the patient.

Administering a patient's own medication may be performed only when the caregiver:

- Establishes that medications are the patient's, are not expired and that they are for the current appropriate complaint.
- Asks the patient if they have taken these or any other medication as of yet and if so, how much.
- Obtains a list of the medications that the patient is prescribed
- Obtains a complete set of vital signs
- CONTACT MEDICAL CONTROL. If the physician agrees, the EMTB may appropriately administer the medication.
    - If Medical Control contact is impossible, and the patient is suffering from a life threatening allergic or bronchial constriction process, and will benefit from the administration of the patient's Epi-Pen or bronchodilator, then the EMT may administer these drugs per the prescription instructions.
    - If the EMTB is considering the administration of nitroglycerin, the EMTB must have Medical Control contact. If this contact is impossible, nitroglycerin may not be administered.

EASY IO GUIDELINES

- Treatment Indications: Patients where rapid, regular IV access is unavailable in the following situations:
- Cardiac arrest
- Respiratory failure and/or arrest
- Multi-system trauma with severe hypovolemia
- Severe dehydration with vascular collapse and/or loss of consciousness

Contraindications for use include:

- Fracture proximal to the proposed insertion site
- History of Osteogenesis Imperfecta (brittle bone disease)
- Current or recent infection at proposed insertion site □ Previous joint replacement at proposed insertion site
- Previous IO insertion/attempt within past 24 hours at proposed insertion site
- Inability to locate landmarks or excessive tissue

ILS AND ABOVE PROVIDERS

- The Easy IO should be your IO of choice in most patients for the services that have them. The Jamshidi IO Needle will be the primary device for those services that do not carry the Easy IO as well as being the back-up needle for those who carry the Easy IO.
- Providers may provide an initial flush of 1cc (20 mg) of 2% Lidocaine to the adult patient, infuse over 1530 seconds, this is especially important in any conscious patient prior to infusing IV fluids; this will be followed by a 10 cc NS flush which may loosen up additional pain receptor sites; an additional 1 cc (20 mg) of 2% Lidocaine may be administered following the NS flush to help with any additional pain.
- Follow the treatment guidelines for when to use the IO's.

Adult patients – acceptable sites include:

- Humeral head
- Proximal Tibia
- Distal Tibia

Pediatric patients – acceptable sites include:

- Same as above for ALS Providers
- ILS providers may only use the proximal tibia in the pediatric patient as per current New Mexico Scope of Practice (2014 ver.)

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AIRWAY MANAGEMENT

AIRWAY MANAGEMENT - INTUBATION

Treatment Indications: Paramedics should intubate patients who are apneic or severely hypoxic, and unresponsive to oxygen and basic airway maneuvers (jaw thrust, foreign body removal, etc.), who may have impending airway problems (facial burns, severe asthma, impending respiratory arrest, etc), or who cannot protect their airway (profound obtundation).

ALS PROVIDERS

- If the patient is extremely agitated for any reason (hypoxia, head trauma, etc), please refer to the Altered Mental Status – Agitation guideline (Page 54).
- The use of a Bougie is encouraged for all intubation to assist with successful initial placement.
- Immediately following intubation, the ET tube must be confirmed by at least three indicators and appropriately documented.

  Indicators include, but are not limited to the following:
  - Visualize tube passing through the cords, misting in the tube, bilateral equal breath sounds, absence of breath sounds over the epigastrium, use of bulb-syringe and/or Toomey syringe, pulse oximetry, equal chest rise, improving/stabilizing vital signs and skin condition.
  - EMS providers may use a Toomey/suction tip syringe or bulb syringe to verify tracheal placement of an ET tube or a MLA. If free air is easily drawn into the syringe, the ET tube is almost certainly in the trachea. Since the majority of MLA placements are in the esophagus, the esophagus will collapse around the tube preventing drawing of free air.
  - Continuous end-tidal CO2 capnography must be initiated immediately following intubation (ET, MLA/LAD) of all patients. Numerical values and waveforms must be recorded on the EMS run report. Ventilation rate and depth should be adjusted to reflect optimal ETCO2 values for each specific patient complaint.
- Once intubated, the patient should be ventilated with the Transport Ventilators available in the Medic Units. Set initial ventilator tidal volume based on 6-8 ml x weight in kilograms and initial rate of ventilations based on patient age (10-16 per minute for adult,) or look for gentle chest rise.
- Prior to releasing an intubated patient to a receiving hospital physician or respiratory therapist, the EMT-P must confirm & document tube placement and patency with receiving personnel and obtain signatures verifying from the receiving personnel.

AIRWAY MANAGEMENT (TRAUMA PATIENT)

Treatment Indications: The patient is unable to adequately maintain an airway in the presence of trauma.

ALL EMS PROVIDERS

- Establish Primary Management
- In-line manual spinal stabilization as appropriate

BLS AND ABOVE PROVIDERS

- Basic airway maneuvers to include the use of suction, bag-valve-mask ventilation, and the use of oropharyngeal and nasopharyngeal airways as appropriate.
- If the patient is not breathing and endotracheal intubation capability is not soon available, the neck should be stabilized with axial motion (in-line) restriction, and an Extraglottic airway inserted.

ALS PROVIDERS

- If the patient is not breathing adequately or is in respiratory arrest, the neck should be stabilized with axial motion restriction (in-line) and the trachea orally intubated without extension or flexion of the head.
- If the patient is agitated, refer to the Altered Mental Status – Agitation guideline (Page54).
- In the unresponsive breathing patient, consider nasotracheal intubation if facial bones appear intact.
- If the attempt at an axially immobilized oral intubation is not successful, consider:
    - Nasotracheal Intubation (if breathing)
    - Extraglottic Airway
    - Surgical Cricothyrotomy

CRICOTHYROTOMY – VERTICAL APPROACH

Treatment Indications: Cricothyrotomy may be attempted on an unconscious adult patient with immediate life threatening airway compromise and when other modalities of airway management are ineffective or contraindicated. Cricothyrotomy may be the fastest, most efficient, and most effective way to secure the airway of a patient with severe burns to the airway or massive facial trauma. It is included in the Trauma – Airway Guideline as this procedure is most used in the presence of trauma. However, there are also medical situations where it may be appropriate.

ALS PROVIDERS

- Establish Primary Management
- Locate and identify cricothyroid membrane and prep with chlorascrub.
- Identify the thyroid cartilage and palpate the inferior border. The cricoid cartilage is the hard cartilaginous ring inferior to the thyroid cartilage. The cricothyroid membrane is situated between the two structures.
- Make a vertical incision through the skin over the cricothyroid membrane 2 - 3 cm in length with sufficient depth to expose the cricothyroid membrane.
- Horizontally puncture the membrane with the scalpel to facilitate access to the trachea. Insert and maintain airway with a cuffed Endotracheal tube (in most adults, a 6 mm tube will suffice). Advance cuff 2 cm past the opening. Check for chest excursion and auscultate lung fields. Inflate cuff. Reassess (visualize, palpate, auscultate, check compliance).

Consider utilizing a bougie to facilitate ETT placement. Confirm tube placement by required methods, including Capnography, and document. Verify correct placement of tube by visualizing oropharynx to ensure tube is not misdirected. Secure the tube and ventilate with high-flow Oxygen. The EMS Chief and Medical Director will review all cricothyrotomy cases as soon as possible.

CONTINUOUS POSITIVE AIRWAY PRESSURE USE

Definition: CPAP provides a non -invasive adjunct between the oxygen supply and the patient which helps to improve lung mechanics by improving pulmonary compliance and increasing pressure within the airway, assisting patient to reduce the work of breathing. CPAP also alleviates the need for intubation and the associated oropharyngeal trauma. CPAP associated with aggressive treatment has been shown to increase patient outcomes, decrease length of stay and decrease cost of care.

Indications:

- CHF with associated signs and symptoms of severe cardiogenic pulmonary edema with systolic blood pressures >90
- Drowning patients who are conscious and able to follow directions
- Severe dyspnea secondary to asthma, chronic obstructive pulmonary disease, and patients with severe pulmonary compromise who are awake and oriented, (GCS>10) and have the ability to maintain an open airway.

Contraindications:

- Severe Facial Trauma
- Respiratory or cardiac arrest
- Head trauma with SxS of increased intracranial pressure
- Profoundly diminished Level of Response
- Decreased Cardiac output and gastric distention
- Hypotension secondary to hypovolemia
- Vomiting or active G.I. bleed
- Penetrating chest trauma and Pneumothorax
- Explosive Barotrauma
- Suspected Pneumonia is a relative contraindication

Procedure:

- Follow the appropriate Respiratory Emergency guideline.
- Decrease work of breathing by placing patient in an upright & seated position.
- Continually assess vital signs, respirations and SPO2,
- Set up the CPAP and lay out essential equipment
- Connect the oxygen supply and check system for leaks.
- Explain procedure to patient and reassure them as much as possible
- Assess patient and obtain correctly sized facemask and attach mask to tubing.
- Turn unit on and place mask on face of patient and secure in place. Readjust as needed to maintain a tight seal without leaks.
    - Start with device at lowest setting and titrate upward.
    - 0-2 cm/H2O titrated up to 10cm/H2O MAX for CHF, or 5cm/H2O MAX for COPD, drowning, and respiratory failure from other causes.
- Continually assess patient for changes and needs for additional interventions, medications. Be prepared to intubate as required
- Patients with severe hypoxia and hypersensitivity to the mask may not tolerate CPAP procedure, and may require low dose sedation per the agitation guideline (Page 54).
- Monitor patient at all times. Do not leave patient unattended while CPAP is in place.

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MEDICAL EMERGENCIES

PAIN MANAGEMENT

Treatment Indications: The patient will present with severe pain/discomfort from any of the following and have a minimum GCS of 11:

- Extremity injury
- Multisystem Trauma
- Burn(s)
- Chest Pain
- Recurrent or pain indicative of renal colic (kidney stone)
- Abdominal / flank pain

The patient must be thoroughly re-assessed after all doses and display adequate vital signs prior to readministration. Generally speaking, Fentanyl and Morphine will not be given concurrently.

NOTE – All narcotic analgesic medications (morphine and fentanyl) shall be diluted with 0.9% Normal Saline in a 12cc syringe to make a 10cc solution prior to any administration to a patient IVP.

Field Treatment:

ILS PROVIDERS

- Fentanyl Hydrochloride for the following:
- Extremity fractures and other extremity injuries as indicated in the specific guidelines (amputation, penetrating injury, etc).
- Burns o Chest Pain o Recurrent or pain indicative of renal colic (kidney stone)
- Abdominal / flank pain
- Blunt, Penetrating, or Multi-system Trauma patients per the specific guidelines
- Pediatric for isolated extremity injuries and burns:

- Fentanyl Dosing –
  - Adult Dose: Titrate 0.5 – 1.0 mcg/kg increments slow IV push over 2 minutes, every 10 minutes to a maximum dose of 2.0 mcg/kg.
  - Pediatric dose: Children 2 years of age and older may receive Fentanyl. The dosing is the same as adults: Titrate 0.5 – 1.0 mcg/kg increments slow IV push over 2 minutes, every 10 minutes to a maximum of 2.0 mcg/kg.
  - Consider repeat dosing after 10 minutes at half the initial dose if needed to maintain therapeutic levels (MCEP approval is required if dosing beyond 2 mcg/kg).
- **Special Consideration:**
  - Fentanyl MA dosing – Fentanyl may be administered intranasally at a dose of 1-2 mcg/kg, without dilution, equally divided between each nare.
- Fentanyl dosing in excess of 300 mcg will necessitate the use of capnography on the patient.

Or,

If the patient has a documented hypersensitivity to Fentanyl, Morphine Sulfate may be administered per the following guidelines:

- Morphine Sulfate 2 – 20 mg in 2 – 4 mg increments every 3 – 5 minutes for the following:
  - Extremity fractures and other extremity injuries as indicated in the specific guidelines (amputation, penetrating injury, etc).
  - Burns
  - Chest Pain
  - Recurrent or pain indicative of renal colic (kidney stone)
  - Pediatric (less than 10 years of age) dosages for isolated extremity injuries and burns: 0.1 mg/kg, maximum incremental dosage of 2 - 4 mg to total maximum dose of 10 mg.

- Use caution with morphine in settings of potential hemodynamic instability as morphine will drop blood pressure. Always maintain vital signs and continually reassess.

- **If a TCFD paramedic is not on scene, the ILS caregiver must contact a MCEP for orders for Fentanyl or Morphine Sulfate, and administer as previously described.**

ALS PROVIDERS

- Fentanyl Dosing ;
- Adult Dose: Titrate 0.5 – 2.0 mcg/kg increments slow IV push over 2 minutes, every 10 minutes as needed.
- Pediatric dose: Children 2 years of age and older may receive Fentanyl. The dosing is the same as adults: Titrate 1.0 – 2.0 mcg/kg increments slow IV push over 2 minutes, every 10 minutes. Consider repeat dosing after 10 minutes at half the initial dose if needed to maintain therapeutic levels
- Special Consideration:
- Fentanyl MA dosing – Fentanyl may be administered intranasally at a dose of 1-2 mcg/kg, without dilution, equally divided between each nare.
- Fentanyl dosing in excess of 300 mcg will necessitate the use of capnography on the patient. Or, If the patient has a documented hypersensitivity to Fentanyl, Morphine Sulfate may be administered per the following guidelines:
- Morphine Sulfate: 2 – 20 mg in 2 – 4 mg increments every 3 – 5 minutes.

Special Consideration at the Paramedic level:

- Midazolam 1-2 mg, may be considered for patient comfort in the isolated trauma patient if you suspect muscle spasm is playing a role in the patients discomfort.
- Special Considerations for Midazolam administration:
  - Patient must be under age 65
  - Patient must be placed on capnography
  - 2 mg is the maximum dose without MCEP consult o Be prepared to provide ventilatory support to the patient.

ABDOMINAL / FLANK PAIN

Treatment indications: Sudden onset of pain, demanding immediate medical or surgical treatment. Causes can include appendicitis, food poisoning, abdominal aortic aneurysm, gastritis, gall bladder problems, kidney stone, intestinal obstruction, ectopic pregnancy, ulcers, and ovarian cyst.

ALL EMS PROVIDERS

- Primary Management
- Maintain airway, O2 via nasal cannula if practical, especially if nausea and vomiting is present. Suction as necessary. If higher O2 flow is indicated, use as needed, keeping airway clear and watch for vomiting. Nothing by mouth.
- Place patient in POC, transport, ILS/ALS if needed.
- Gather patient history carefully. If woman is of childbearing age, suspect ectopic pregnancy.
- Watch for shock, treat and transport expeditiously.

ILS PROVIDERS

- 1 to 2 large bore IV's NS, titrate to maintain LOC, HR & end organ perfusion.
- For pain control, see pain management guideline (Page 46).

ALS PROVIDERS

- For pain control, see pain management guideline (Page 46).

ACUTE MOUNTAIN SICKNESS (AMS)

Treatment Indication: A condition due to hypobaric hypoxia. Acute Mountain Sickness may appear at altitudes as low as 6500 ft, and is characterized by headache, fatigue, nausea, dyspnea, sleep disturbance, and rapid, forceful heartbeat. Exertion aggravates the symptoms. Unless dehydration is severe or hyperventilation is excessive, AMS will often subside within a few days without treatment, and will certainly respond to basic level EMS care and descent from the higher altitude. However, altitude illness is a continuum, and can include the following complications.

Complications of AMS include the following life threatening conditions:

- High Altitude Pulmonary Edema (HAPE) – Caused by extracellular fluid shifts within the lungs. Signs and symptoms include: SOB, hypoxia, cyanosis, wet cough (rales/rhonchi), and possibly blood tinged sputum.
- High Altitude Cerebral Edema (HACE) – Caused by fluid redistribution resulting in cerebral edema, thought to be vasogenic, may be multi-factoral. Signs and symptoms include headache, nausea/vomiting, altered LOC, and syncope.

ALL EMS PROVIDERS

- Establish Primary Management
- Descend to a lower altitude
- Position of comfort
- Pulse Oximetry
- Oxygenation

BLS AND ABOVE PROVIDERS

- CPAP if appropriate

ILS AND ABOVE PROVIDERS

- Advanced airway management as necessary, initiate IV NS, support vital signs as appropriate.

- CONTACT MEDICAL CONTROL. For patients with HAPE, Morphine may be effective, but is considered controversial due to the potential for respiratory depression.
- Consider transporting to a facility with a hyperbaric chamber. Hyperbaric chambers are located in both Albuquerque and Santa Fe. Hyperbaric chambers are available through Presbyterian DT and Christus St. Vincent's Hospital.

AIRWAY OBSTRUCTION

Treatment Indications: The patient is unable to maintain an airway due to a foreign body or other obstruction.

ALL EMS PROVIDERS

- Establish Primary Management
- Follow current CPR guidelines

ALS PROVIDERS

- If patient is unconscious, proceed to direct laryngoscope and remove the foreign body with Magill forceps.
- In adult patients, the provider may attempt to place an endotracheal tube in an attempt to push the object into a mainstem bronchus which may allow for some ventilation and oxygenation. In pediatric patients, only removal of the foreign body may be attempted on direct laryngoscopy.
- If unsuccessful and still unable to clear airway, Surgical Cricothyrotomy may be used as a last resort (Page 42).
- Medical control should be contacted as soon as possible but should not delay initiation of the procedure.
- In a patient with a tracheostomy whose tracheostomy tube has become dislodged, attempt to replace the tracheostomy tube immediately. If unsuccessful, place an appropriately-sized ETT through the tracheotomy.

ALLERGIC REACTIONS & ANAPHYLAXIS

Treatment Indication may include any or all of the following: Decreased blood pressure, weak rapid pulse accompanied by shortness of breath, upper airway swelling and/or wheezing triggered by an allergic reaction. Large (Urticarial) rash is usually present.

ALL EMS PROVIDERS

- Primary Management
- Initiate rapid transport
- Secure airway and administer oxygen per respiratory distress guideline (Page 69)
- Remove offending agent (e.g. – stinger) in appropriate manner (scrape, not tweezers)
- Do brief history and physical and check vital signs and lung sounds.

BLS AND ABOVE PROVIDERS

Remember that not all patients who are having an allergic reaction need Epinephrine therapy. Epinephrine should be administered only to those patients exhibiting the respiratory and/or cardiovascular effects of a severe allergic reaction and/or anaphylaxis.

- If the patient is in respiratory distress and/or cardiovascular compromise with SxS of shock:
- Adult Epinephrine dose 1:1000 – 0.3 mg using the below guidelines.
- Pedi (less than 30kg) Epinephrine dose 1:1000 – 0.15 mg using the below guidelines.

- Administration of Epinephrine, 1:1000, no single dose greater than 0.3 ml, subcutaneous or intramuscular injection with a pre-measured syringe or 0.3 ml TB syringe for anaphylaxis or status asthmatics refractory to other treatments under on-line medical control. When on-line medical control is unavailable, administration is allowed under off-line medical control if the licensed provider is working under medical direction using approved written medical guidelines.

- Repeat doses require online medical control.
- Albuterol 2.5 – 5.0 mg nebulizer if wheezing present
- CPAP as appropriate

Cardiac monitoring is required for all patients receiving >0.6 mg Epinephrine and all patients receiving at least 10 mg of Albuterol meeting the above criteria.

ILS PROVIDERS

Anaphylaxis/Severe Allergic Reaction with SxS of respiratory and/or cardiovascular compromise

- For significant respiratory distress or hypotension, administer Epinephrine 1:1000
- Adult: 0.3 mg 1:1000 SQ or IM □ Pediatric: 0.01 mg/kg SQ or IM (maximum 0.3mg).
- May repeat Epinephrine as needed q 3 - 5 minutes up to a maximum of three doses. Contact an MCEP if additional doses are needed.
- Establish an IV of NS and titrate to maintain systolic BP at least 90. This commonly requires 1 – 2 liters
- Diphenhydramine 25 – 50 mg IV or IM may be given
- Pediatric dosage – 1 - 2 mg/kg (maximum dose of 50 mg)
- Cardiac Monitor for rhythm documentation

If only wheezing is present with no complaint or evidence of upper airway involvement, go to Asthma Guideline (Page 69).

For patients with SxS of a mild to moderate allergic reaction (hives, itching), with NO indications of respiratory compromise and/or cardiovascular compromise:

- Establish an IV of NS and titrate to the patient's vital signs
- Administer diphenhydramine 25 – 50 mg IV, IO or IM to the adult, or 1-2 mg/kg (maximum of 50 mg) to the pediatric patient.

ALS PROVIDERS

- Secure airway per airway management guideline, as needed (Page 40).
- For patients refractory to the above treatments, consider dexamethasone.
- Dexamethasone:
- Adults 10mg IV, IM, or PO
- Peds 0.6 mg/kg IV, IM or PO
- Cardiac Monitor

If adult patient is perfusing too poorly to absorb the Epinephrine via SQ or IM, and/or continues to deteriorate with unresolved airway compromise or hypotension, administer Epinephrine 1:100,000 mg SIVP. To obtain Epi 1:100,000 discard 9 cc of Epinephrine 1:10,000 then replace this with 9 cc of NS. Titrate over 5 - 10 minutes SIVP, repeating once if necessary.

- For extended transports with a patient that is in severe respiratory distress refractory to above medications and who is approaching hypoxic respiratory failure, an Epinephrine infusion may be administered by mixing 1 mg of Epinephrine into 1L of Normal Saline (which creates a 1mcg/ml solution) and titrate at 5-30 ml/min to a systolic BP of 90. Dopamine (Intropin) can be administered concurrently with Epinephrine, as necessary for refractory hypotension, starting at 10 mcg/kg/min.
- If UNABLE to initiate isotonic IV, consider other appropriate routes of administration including Epinephrine IM or ET and/or Diphenhydramine (Benadryl) IM/IO.

ALTERED MENTAL STATUS – DEPRESSED LEVEL OF RESPONSE

Treatment indication: A depressed level of consciousness that may be due to head injury, drugs, hypoxia, stroke, or other metabolic problems.

ALL EMS PROVIDERS

- Establish Primary Management
- For inadequate respiration, proceed according to respiratory distress guideline (Page 69), initiating oxygen at the most appropriate rate and delivery method.
- Brief history and vital signs – May not be possible with patient who is actively seizing.
- DO NOT GIVE ANYTHING BY MOUTH UNLESS PATIENT IS CAPABLE OF SELF-ADMINISTRATION.
- Perform glucometry. If hypoglycemia is confirmed and patient is alert enough to self-administer, administer simple sugar – honey, orange juice with added sugar or oral glucose preparation.
- If the patient has altered mental status or is unstable in any way, maintain an airway, administer oxygen, begin transport and arrange ALS / ILS intercept.
- Restrain as necessary according to restraint guideline, and consider police involvement (Page 20).

BLS PROVIDERS

- Check blood glucose level.
- Administer Naloxone:
    - Adult:
    - IM / SQ: increments of 0.4 mg as needed to a total of 2 mg.
    - MA: 1 mg in each nare for a total of 2 mg. (A concentration of 2mg in 2cc of naloxone must be used for this route of administration)
- Pediatric: Initial dose of 0.01 mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
- Contact MCEP if a larger dose is required.
- Naloxone is titrated to adequate spontaneous respirations.

ILS/ALS PROVIDERS

- Initiate IV of NS; titrate to maintain LOC, HR and end organ perfusion.
- If hypoglycemia is confirmed, administer Dextrose;
    - Adult Dose (for patients over the age of 8 y/o): 25 grams of Dextrose 50% SIVP if the patient's BGL is <60 mg/dl and associated signs of hypoglycemia exist. Titrate to the patient's mental status.
    - Pediatric: 1 gram/kg of D25% solution SIVP or IO if BGL is <69 mg/dl and other SxS of hypoglycemia exist.
        - To make D25%: discard 25 cc of the preloaded ampule of D50%, and replace it with 25 cc of normal saline, giving you 12.5 grams in 50 cc, or D25%. This should be used on patients 2 months to 8 years of age.
- Neonate: 1 gram/kg of D10% SIVP or IO over twenty minutes.
    - To create D10%, discard 40 cc of the preloaded ampule of D50%, and replace with 40 cc of normal saline. This gives you 5 grams of dextrose in 50cc, or D10%.

Administer naloxone:

- Adult:
    - IM / SQ: increments of 0.4 mg as needed to a total of 2 mg.
    - MA: 1 mg in each nare for a total of 2 mg. (A concentration of 2mg in 2 cc of naloxone must be used for this route of administration)
    - Pediatric: Initial dose of 0.01 mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.

- An additional 2.0 mg may be given if no response and propoxyphene (Darvon) overdose is suspected. (high doses may be required for synthetic narcotics).
- In cases of suspected multi-substance abuse, consider administration of sufficient amount of medication to restore consciousness, following appropriate restraint/safety measures.
- Patient may awaken quickly and be combative. Consider law enforcement involvement; be prepared to restrain if needed.
- If still unresponsive, secure with a definitive airway (Extraglottic Airway).

ALS PROVIDERS

- Advanced airway management if needed (no gag reflex and not responding to medication).
- Monitor for cardiac changes.

NOTES:

- If the patient is known or suspected to have overdosed on narcotics, it is appropriate to try naloxone prior to ruling out hypoglycemia.
- The action of naloxone is shorter than most narcotics, so you may have to repeat naloxone enroute.
- Addicts may go into acute withdrawal when given naloxone, be prepared for nausea/vomiting and agitation.
- A dose (or two) of glucose will not harm diabetics in ketoacidosis.
- Patients in shock or diabetic ketoacidosis need volume support. Titrate fluids to the patient's vital signs

ALTERED MENTAL STATUS – AGITATION

Treatment indication: A confused, agitated, and potentially harmful state resulting from any reason, which may include hypoxia, head injury, alcohol and other drug use, delirium secondary to another illness, metabolic disturbances, etc.

ALL EMS PROVIDERS

- Establish Primary Management
- For inadequate respiratory effort, proceed according to respiratory distress guideline (Page 69); initiating oxygen at the most appropriate rate and delivery method.
- Brief history and vital signs – May not be possible with patient who is agitated.
- DO NOT GIVE ANYTHING BY MOUTH UNLESS PATIENT IS CAPABLE OF SELF-ADMINISTRATION.
- Perform glucometry. If hypoglycemia is confirmed and patient is alert enough to self-administer, administer simple sugar – honey, orange juice with added sugar or oral glucose preparation.
- Maintain an airway, administer oxygen, begin transport and arrange ALS / ILS intercept.
- Restrain as necessary according to restraint guideline (Page 20), and consider police involvement.

BLS PROVIDERS

- Check blood glucose level if not done earlier.
- If respiratory effort is depressed, consider naloxone administration per the Depressed Altered Mental Status guideline (Page 52).
- If the patient's agitation appears to be due to hypoxia or head trauma, attempt to ventilate the patient with a BVM and 100% oxygen.

ILS PROVIDERS

- Initiate IV of NS; titrate to maintain LOC, HR and end organ perfusion.
- If hypoglycemia is confirmed, administer Dextrose per the Depressed Altered Mental Status guideline (Page 52).
- If the patient's respiratory status is diminished, administer naloxone and per the Depressed Altered Mental Status guideline (Page 52).

ALS PROVIDERS

- If the patient's agitation appears to be due to hypoxia, acidosis, head trauma, etc. and the agitation is thwarting efforts to assist the patient (i.e.: patient has non-purposeful movements, fighting oxygenation and ventilation, is at risk for attempting or attempting to pull IV lines, is combative and violent), then:
- Midazolam may be used if the Paramedic determines that sedation is crucial to adequately care for the patient.
- Adult: SIVP or IM up to 10 mg.
- Children: 0.05 mg/kg SIVP up to 5 mg
- If IV access is unavailable, or for crew safety utilize a mucosal atomization device to administer 10 mg of midazolam intranasally (MA)
    - Adult patient – 5 mg in each nare
    - Pediatric patient – 0.2 mg/kg split between each nare
        - Prepare to manage the airway and ventilation status of the patient, to include BVM or intubation with an ET or Extraglottic airway as needed with the benzodiazepine administration In the event of a national shortage of Midazolam, EFD Medical Direction may approve the use of additional benzodiazepines for use in this Guideline.

- Any implementation of additional medication usage will be issued and approved in written format by Medical Direction
- Contact MCEP for higher doses if needed

MONITOR FOR CARDIAC CHANGES

APPARENT LIFE-THREATENING EVENTS (ALTE) IN INFANTS

Designation of Condition: An episode that is frightening to the parent or caregiver and that is characterized by some combination of the following observations:

- Apnea (absence of breathing for at least 3 breaths and not simple gasping).
- Skin color change (Cyanosis or recognized paleness).
- Marked change in muscle tone (Unexplained rigidity or flaccidity).
- Unexplained choking or gagging (i.e., Not choking or gagging episodes that commonly occur with feeding or rhinorrhea). In some cases the observer has feared the infant had died, and initiated CPR.

An apparent life-threatening event (ALTE) describes a set of symptoms and is associated with a wide variety of illnesses, including: gastroesophageal reflux, pertussis, RSV infection, UTI, metabolic disorders, cardiac dysrhythmias, seizures, sepsis and child abuse.

The Majority of Infants with an ALTE will appear to be in no acute distress when evaluated by EMS personnel. Therefore the signs and symptoms noted by the caregiver should be considered credible, even when they do not match the observations of EMS providers.

ALL EMS PROVIDERS

- Field Assessment & Treatment:
    - Airway: Ensure it is clear and patent
    - Breathing: Evaluate Lung sounds. Record the respiratory rate. Evaluate work of breathing (Use of accessory muscles, Nasal flaring, Grunting). Obtain O2 sat. Apply O2 as indicated.
    - Circulation: Note skin color and capillary refill. Record pulse quality and rate. Initiate IV crystalloid if necessary. Apply monitor as indicated.
    - Neurological Status: Is the infant alert and appropriately interactive? If not check, blood glucose. Check pupils. Note abnormal muscle tone or movements.
    - Expose: Expose the infant. Look carefully for signs of trauma or rash.
    - Carefully record the signs and symptoms observed by caregivers
    - Parents / Guardians shall be strongly encouraged to allow EMS to transport the patient to an appropriate facility due to the high risk of other underlying factors
    - If parent / guardian refuses EMS transport, MCEP consult is required

CARBON MONOXIDE INHALATION POISONING

Treatment Indications: Exposure to CO, headache, nausea, vomiting, cherry red skin (late sign), and flu like symptoms, may appear intoxicated. Pulse oximetry will not provide accurate readings for true oxygen saturation.

ALL EMS PROVIDERS

- Ensure scene safety (SCBA for responders if necessary), ventilate scene.
- Request a gas monitor and/or notify the appropriate utility company.
- Establish Primary Management, after patient removal.
- Monitor patient CO level with CO-oximetry and treat per algorithm below:
- Administer oxygen 15 lpm by non-rebreather mask or assist ventilations with 100% Oxygen via bag valve mask if any level of respiratory distress.
- Assure the safety of asymptomatic people at the scene prior to transport.
- All patients should be evaluated in the emergency department.
- Transport patient to facility with Hyperbaric Chamber.

ILS AND ABOVE PROVIDERS

- Initiate an IV NS, and titrate to the patient's hemodynamic and perfusion status.
- If wheezing is detected, consider:
- Albuterol (Proventil) nebulizer for adults and children >8 yrs., 5.0-10.0 mg as needed, and 2.5 mg for children who appear to be <8 yrs. Some patients may need continuous nebulizer treatment during entire transport.
- Cardiac monitor Consider transporting to a facility with a hyperbaric chamber. Hyperbaric chambers are available in both Albuquerque and Santa Fe.
- Patients known or who suspect to be pregnant shall be transported to a facility with Hyperbaric Chamber facilities as there is a much lower threshold to initiate treatment at that level
- Hyperbaric Chambers are available through Presbyterian DT and Christus St. Vincent's Hospital.

CROUP

Condition Information & Treatment Indications: Croup is a viral infection of the upper airway, most commonly occurring in pediatric patients 6 months to 4 years of age and is more prevalent in the fall and winter. Often, the child will have a mild cold or other infection, and do well until evening. Then the child will often develop the classic harsh, barking cough. Another form of croup called spasmodic croup occurs mostly in the middle of the night without any prior upper respiratory infection. Aside from the seal-like barking cough, the patient will often exhibit a low-grade (usually not more than 100 – 101°F or 37.8 – 38.3°C) fever, inspiratory stridor, nasal flaring, tracheal tugging, and retractions. If the croup is severe and progressive, the child may develop restlessness, tachycardia, and cyanosis. It is sometimes difficult to differentiate between croup and epiglottitis, so an exam of the oropharynx is prohibited. While croup can result in complete airway obstruction and respiratory arrest, this is extremely rare.

ALL EMS PROVIDERS

- Establish Primary Management
- Keep the child as comfortable as possible, which generally means in the arms of a parent.
- No invasive procedures unless lifesaving intervention is required.
- Humidify oxygen using a nebulizer set-up and a few milliliters of normal saline, and administer "blow-by" oxygen at about 6 lpm. If at all possible, the parents should assist.
- Allow child to assume position of comfort.
- Notify receiving facility ASAP.

BLS/ILS PROVIDERS

- If the attack is moderate to severe and there is wheezing present, initiate a "blow-by" 2.5 mg albuterol nebulizer.
- Wheezing can be distinguished from referred upper airway noise by placing stethoscope in front of the child's mouth and assessing whether or not the sound heard when doing this is the same sound heard when auscultating the chest

ALS PROVIDERS

- If the nebulized NS and/or albuterol are not effective and patient is in significant respiratory distress, mix 1 mg (1cc) of Epinephrine 1:1000 in 3 cc of normal saline, and administer via nebulizer. The caregiver may repeat this once after twenty minutes if the patient is severe and did not significantly improve after the first administration.
- If ventilating the patient becomes necessary, a gentle two-person ventilation technique may be effective.

EPIGLOTTITIS

Condition Information and Treatment Indications: Epiglottitis is an acute infection and inflammation of the epiglottis and surrounding tissue & structures. It is usually caused by a bacterial infection, predominantly H. Influenza type B. Because of the availability of a vaccination for this bacterium, incidence in children has become rather unusual in the United States. In fact, epiglottitis is now seen more in adults than children, by a margin of over 2:1. Patients with epiglottitis will generally present with an extremely sore throat, difficulty swallowing, and drooling. Fever often accompanies these symptoms, and in children, there is usually no history of a previous upper respiratory infection. When severe, the patient will be stridulous and in respiratory distress. Particularly with children, consider foreign body aspiration in your differential diagnosis.

ALL EMS PROVIDERS

- Establish Primary Management
- If the patient is a child, make all attempts to keep the child with a parent.
- Perform NO invasive procedures unless lifesaving intervention is required.
- Administer humidified oxygen, using a nebulizer and 3 – 5 cc's of normal saline; for children, do this only if it does not upset the child.
- Allow the patient to assume their position of comfort.
- Notify receiving facility ASAP.
- Bronchodilators are not indicated, unless wheezes (not stridor) are auscultated.

ALS PROVIDERS

- If the patient is deteriorating, administer Epinephrine 1:1000 1 cc in 3 cc of normal saline via nebulizer for pediatrics and adults up to age 35. CONTACT MEDICAL CONTROL for adults >35 years old.
- This treatment, while effective for croup, has not proven to be as effective for epiglottitis. Do not expect dramatic improvement, and if the patient is deteriorating, prepare to provide airway and ventilatory support.
- If ventilating the patient becomes necessary, a gentle two-person ventilation technique has proven to be effective.
- If complete occlusion occurs, it may be necessary to proceed to surgical cricothyrotomy for patients who are at least 13 years of age.

DIABETIC EMERGENCIES

Treatment indication: Patient with signs & symptoms or history of hypoglycemia or hyperglycemia, which may include diabetics on insulin and/or oral agents, and patients with a history of chronic alcohol use. A complete assessment including past medical history, history of present illness, a primary and secondary physical exam, and particularly blood glucometry with documentation of hypoglycemia should be completed prior to administration of Dextrose. If a glucometer is not available and there is a strong suspicion of a hypoglycemic episode, proceed with the Hypoglycemia guideline. All attempts should be made to transport any patient that requires EMS intervention.

ALL EMS PROVIDERS

- Establish Primary Management
- History and physical assessment, to include blood glucometry.
- DO NOT GIVE ANYTHING BY MOUTH UNLESS PATIENT IS CAPABLE OF SELF-ADMINISTRATION.
- If hypoglycemic, administer simple sugar – honey, orange juice with added sugar or 15 gram oral glucose preparation.
- If the patient has altered mental status or is unstable in any way, maintain an airway, administer oxygen, begin transport and arrange for ALS/ILS intercept.

BLS AND ABOVE PROVIDERS

- Assess blood glucose level if not done by previous providers.

ILS/ALS PROVIDERS

- Initiate IV/IO of NS, titrate to maintain LOC, HR & end organ perfusion.
- **IF HYPOGLYCEMIC**, Administer Dextrose:
- It is highly important for the provider to ensure the IV is patent so as to not cause necrosis of the tissues with administration of dextrose.
- Adult Dose (for patients over the age of 8 y/o): 25 grams of Dextrose 50% SIVP if the patient's BGL is <60 mg/dl and associated signs of hypoglycemia exist. Titrate to the patient's mental status.
- Pediatric: 1 gram/kg of D25% solution SIVP or IO if BGL is <69 mg/dl and other SxS of hypoglycemia exist.
    - To make D25%: discard 25 cc of the preloaded syringe of D50%, and replace it with 25 cc of normal saline, giving you 12.5 grams in 50 cc, or D25%. This should be used on patients 2 months to 8 years of age.
- Neonate: 1 gram/kg of D10% SIVP or IO of over twenty minutes.
    - To create D10%, discard 40 cc of the preloaded syringe of D50%, and replace with 40 cc of normal saline. This gives you 5 grams of dextrose in 50cc, or D10%.
- If the patient regains consciousness and can maintain their airway, give oral carbohydrates.
- Continue with IV or IO attempts if patient does not regain consciousness.
- Watch for nausea, vomiting, hypotension and/or anaphylaxis.
- Follow dextrose administration with oral carbohydrates as soon as the patient is capable
- **IF HYPERGLYCEMIC**
- If glucometry reading is greater than 300 mg/dl, lung fields are clear and patient does not have a history of pulmonary edema or congestive heart failure:

ALL EMS PROVIDERS

- Establish Primary Management ILS PROVIDERS
- IV bolus as necessary to support vital signs. Bolus in 250 cc increments, for adults and 20cc/kg increments for pediatric patients, re-evaluate LOC, VS, and lung sounds between boluses.

ALS PROVIDERS

- Airway Advanced management as needed.

NOTE: Contact MCEP when dextrose is given and patient refuses transport. All efforts must be made to transport when EMS interventions have been initiated.

EXTRA-PYRAMIDAL REACTIONS

Treatment Indication: A response to a particular medication, typically a phenothiazine (Phenergan, Thorazine) or a butyrophenone (Haldol, droperidol) marked by acute dystonia (muscle spasms) or akathisia (motor restlessness).

ALL EMS PROVIDERS

- Establish Primary Management

ILS AND ABOVE PROVIDERS

- Enroute, initiate an isotonic IV. Titrate to maintain LOC, HR, and end organ perfusion.
- If altered LOC, assess Blood Glucose Level

ALS PROVIDERS

- Administer Diphenhydramine 25 – 50 mg IVP or IM
    - Pediatric dose is 1 - 2 mg/kg IVP or IM

FAINTING / SYNCOPE

Treatment Indications: Patient experiences a sudden loss of consciousness. A thorough history is vital as it may lead the EMS care provider to the source of the problem. Syncope is almost always a result of another medical emergency, and should be considered a cardiac event until ruled out through thorough assessment. Look for the underlying complaint or signs.

ALL EMS PROVIDERS

- Establish Primary Management
- Detailed past medical history and history of present illness is required.
- Obtain base line vital signs, including orthostatics, if possible.
    - The American Autonomic Society (AAS) and the American Academy of Neurology (AAN) define orthostatic hypotension as a systolic blood pressure decrease of at least 20 mm Hg or a diastolic blood pressure decrease of at least 10 mm Hg within three minutes of standing up. Clinical decisions should be guided more by symptoms of decreased cerebral perfusion than by absolute blood pressure or heart rate measurements.
- Consider cardiac monitoring.

BLS AND ABOVE PROVIDERS

- Assess blood glucose level

ILS/ALS PROVIDERS

- Initiate isotonic IV, titrate to maintain LOC, HR & end organ perfusion.
- Complete all appropriate ALS level assessments (12 Lead, etc).

FEVER

Treatment Indication: Fever is a natural body response primarily to infection, but should last a relatively short period of time. Rapid temperature elevation in children may cause febrile seizures. It is important to distinguish fever from an infection versus hyperthermia from environmental exposure, or even malignant hyperthermia from certain medications or illicit drugs. In fever caused by infection, the hypothalamus is telling the body to produce heat, a defense mechanism used to defeat the infectious agent. Acetaminophen resets the body's thermostat, thus lowering the fever. In environmental or malignant hyperthermia, or in extreme fever associated with infection (>105 degrees Fahrenheit), proceed with aggressive cooling measures.

ALL EMS PROVIDERS

- Establish Primary Management
- If temperature > 101.5 degrees Fahrenheit (38.6 Celsius) or if patient feels extremely hot, responders may apply cool moist towels to the body to slowly lower the temperature. Do not make the patient shiver.
- If conscious and alert, patient may drink fluids.

BLS PROVIDERS AND ABOVE PROVIDERS

- ALS intercept required only if decreased LOC or history of seizure.
- For pediatric patients with fever due to a suspected infectious cause, acetaminophen (Tylenol and other commercial preparations) in liquid form may be administered per the label's instructions, especially for transport times over 20 minutes. Patient must be alert, have a gag reflex and not be allergic to acetaminophen.
- Acetaminophen dose: 15 mg/kg.

ILS AND ABOVE PROVDERS

- If signs of dehydration or shock potential are present: enroute, initiate IV of NS, titrate to maintain LOC, HR and end organ perfusion.
- If febrile seizures occur, follow seizure guideline (page 72) and gently cool patient by whatever reasonable means possible, but do not use cold IV fluid.

ALS PROVIDERS

- Treat recurrent seizures per the seizure guideline (page 72).

HYPERVENTILATION SYNDROME

Treatment Indications: Patient with rapid, deep respiration, anxiety, dyspnea and sometimes numbness or cramping of hands and around mouth. Although this may result from severe anxiety, other life-threatening conditions cannot be excluded.

ALL EMS PROVIDERS

- Establish Primary Management
- DO NOT use rebreathing therapy (e.g. breathing into a paper bag).
- Maintain high index of suspicion for true hypoxia and do a thorough history and physical exam. Apply a pulse oximeter.
- Administer at least 2 – 4 lpm of oxygen by nasal cannula initially, and then increase to a partial or nonrebreather mask at 10 - 15 lpm if necessary.
- Reassure patient and attempt to coach patient to breathe slower.
- A decision to not transport should be made only after consultation with MCEP.
- Consider ALS intercept.

ALS PROVIDERS

- Consider applying the nasal cannula ETCO2.
- Upon thorough ALS provider assessment and evaluation, a refusal by a conscious, alert and appropriately responding patient may be accepted without MCEP consultation. All parameters of the standard refusal process must be followed (patient understands consequences after having the refusal statement read to them, etc).

NARCOTIC OVERDOSE (KNOWN OR SUSPECTED)

ALL EMS PROVIDERS

- Establish Primary Management
- Consider scene safety/law enforcement
- This patient requires, as a minimum, ILS Provider level of care
- Take samples of suspected agent to hospital if available

BLS AND ABOVE PROVIDERS

- Assess blood glucose level
- Naloxone (Narcan)
- Adult:
    - IM / SQ: increments of 0.4 mg as needed to a total of 2 mg.
    - MA: 1 mg in each nare for a total of 2 mg.
    - Pediatric: Initial dose of 0.01 mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
- Contact MCEP if a larger dose is required.
- Naloxone is titrated to adequate spontaneous respirations, not necessarily to the patient's level of response
- If patient's respiratory rate and volume do not improve despite naloxone administration, secure the airway with the most appropriate definitive airway (Extraglottic Airway).

ILS AND ALS PROVIDERS

- Initiate IV of NS & titrate to maintain LOC, HR and end organ perfusion.
- Naloxone
    - Adult:
        - IV/IM/IO/SQ: increments of 0.4 mg as needed to a total of 2 mg. or
        - IM: 2 mg may be given as an initial loading dose.
        - An additional 2.0 mg may be given if no response and propoxyphene (Darvon) or other synthetic opiate overdose is suspected.
        - MA: 1 mg in each nare for a total of 2 mg.
    - Pediatric:
        - Initial dose of 0.01 mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
    - Contact MCEP if a larger dose is required.
    - Patients receiving Naloxone must be transported, even if they would otherwise meet the mental status criteria for refusal once they have regained consciousness.
- In cases of suspected multi-substance abuse, consider administration of sufficient amount of medication to restore consciousness, following appropriate restraint/safety measures.
- Patient may awaken quickly and be combative. Consider law enforcement involvement; be prepared to restrain if needed (Page 20).
- If still unresponsive, secure with a definitive airway, Extraglottic or for ALS providers, ETT.
- If prompt improvement does not occur, see guideline for Unconscious/Unresponsive (Page 78).
- Cardiac monitoring, treat as appropriate.

NAUSEA

Treatment Indications: The patient will complain of significant nausea and/or vomiting due to a number of different potential causes.

- Establish Primary Management

ILS AND ABOVE PROVIDERS

Initiate isotonic IV and titrate to maintain LOC, HR, and end organ perfusion.

- Administer:
  - Phenegran (Promethazine)
  - Adult Dose- 25 mg IM or IVP
  - Pediatric Dose (age > 2)-0.25 to 0.5 mg/kg IM or IVP to a max of 12.5 mg.
  - **Phenergan is contraindicated in patients with known pregnancy. If patient is known to be pregnant, the administer Zofran per guidelines below.**

    OR;

  - Zofran (Ondansetron HCl)
  - Adult dose - 8 mg oral tablet(s) or 4mg IVP may repeat in 30 minutes
  - IV Ondansetron may be used if the vomiting patient is unable to accept the tablet
  - Pediatric dose (Age 4-11): 4 mg
  - Avoid administration if patient on apomorphine

Any administration outside of this guideline, including administration for pediatric patients, requires on-line medical direction (MCEP).

ORGANOPHOSPHATE EXPOSURE

Treatment Indication: Evidence of ingestion, inhalation or injection of an organophosphate substance.

- S = Excessive Salivation
- L = Excessive Lacrimation (tearing)
- U = Urination
- D = Defecation
- G = Gastric irritability
- E = Emesis
- M = Miosis

ALL EMS PROVIDERS

- Use caution not to expose self to substance
- If decon is needed, ensure appropriately trained personnel are performing
  - Some instances only require the patient to remove clothing or brush materials from the body
- Ensure early notification of receiving facility
- Establish Primary Management

ILS AND ABOVE PROVIDERS

- Initiate isotonic IV; titrate to maintain LOC, HR and end organ perfusion.

ALS PROVIDERS

- If patient presents with signs and symptoms indicative of an organophosphate ingestion/overdose (SLUDGEM), administer Atropine Sulfate 1 mg q 1 - 3 minutes up to 6 mg; Titrate to drying of secretions.
- Consider scene safety. Assess for the possibility of bioterrorism
- Consider contacting additional EMS units for potential additional doses of Atropine.
- CONTACT MCEP for additional Atropine Sulfate orders.

POISONING / OVERDOSE / TOXIC INGESTION

Treatment Indication: Patient presents with signs, symptoms and history suggesting exposure to poisons or overdose. Take any drugs (Prescription and OTC) or containers to hospital with the patient.

ALL EMS PROVIDERS

- Identify substance and estimate amount and time ingested, inhaled or injected
- Identify if the patient has vomited
- Identify when the patient last ate (if able)
- If altered LOC, assess Blood Glucose Level
- Cardiac monitoring, if available
- See Narcotic Overdose if suspected, (Page 64).
- If Tricyclic Antidepressants are suspected, ALS intercept is required

Note: New Mexico Poison Control is NOT recognized as ON-LINE Medical Control. Poison Control does have a value in identifying certain medications/substances and providing treatment guidelines to the receiving facility.

ILS AND ABOVE PROVIDERS

- Initiate isotonic IV; titrate to maintain LOC, HR and end organ perfusion.
- See TCA guideline if suspected (Page 77).

ALS PROVIDERS

- Additionally, in symptomatic Calcium Channel Blocker overdose exhibiting hypotension (unresponsive to fluid bolus) and/or dysrhythmias may benefit from an administration of Calcium Chloride 10% 10 ml SIVP over 10 minutes (if transport time still exceeds 15 minutes). (Not for patients on Digoxin)
- **Treat vital sign abnormalities symptomatically. Consider transcutaneous pacing for severe bradycardia, or the initiation of vasopressor therapy for profound hypotension if unresponsive to fluid boluses.**

PSYCHIATRIC EMERGENCIES

Treatment Indication: The patient will be alert, but may have other mental status alterations, such as: disorders of perception and thought, inappropriate situational behavior, appearance and attitude, abnormal affect or mood, poor insight and poor judgment, and disordered speech or speech content. Signs and symptoms may include: depression and suicidal behavior/ideation, hallucinations, pressured speech, loose associations, racing thoughts, grandiose or paranoid ideation, delusions, hysteria, extreme anxiety, or any other aggressive actions that could cause harm to the patient or others.
Field Treatment:

- Establish Primary Management
- Make sure the scene is safe
- Approach the patient in a calm, slow, reassuring and honest manner. Multiple people attempting to intervene may increase the patient's confusion and agitation.
- Protect the patient from injury. Involuntary restraint should be considered if indicated by patient behavior and if necessary to render care and protect rescuers. Refer to "Involuntary Emergency Transport" (Page 20) & the "Agitation" guidelines (Page 54).
- Remove patient from stressful environment if possible. Remember psychiatric episodes can be extremely difficult for the patient and their families.
- Be sure to consider and treat all possible trauma/medical causes for aberrant behavior per guidelines. Be aware that medical illnesses including hypoglycemia, hypoxia, stroke, head injury, CNS infection, etc. may mimic psychiatric illness. Do not assume the patient's condition is purely psychiatric.
- All patients will be assessed and evaluated by EMS regardless of transport status.
- Patient Exam: ABC's, Vital signs, and a thorough medical and psychiatric history. (Including all current medications), O2, IV and monitor as necessary. Do not agitate or irritate the patient with a prolonged exam.

Consider transporting directly to a mental health facility if the following conditions apply:

- Patient has no signs or symptoms of a concomitant acute or chronic medical illness or injury, and has a history of a psychiatric illness which is consistent with current presentation, and/or:
- Prior acceptance of patient has been arranged by a mental health facility.
- After consultation with MCEP of the receiving facility a joint decision is made that the patient does not require an ED evaluation and that the patient is appropriate for transport to a mental health facility.
- Law Enforcement officers may transport directly to a mental health facility if vital signs fall within stated parameters and the paramedic does not suspect any other underlying traumatic or medical causes.

Vital signs parameters

- HR of 60-90
- RR of 12-25
- O2 SAT. >90%
- Systolic BP 90-150
- BGL 69-200
- In all other situations, providers will transport psychiatric/mental patients directly to the emergency department for evaluation.

RESPIRATORY DISTRESS – ASTHMA

Treatment Indication: Constriction of the small airways of the lungs, increased mucus secretions, dehydration and wheezing. The patient almost always has a history of asthma and is suffering some degree of dyspnea. Physical exam reveals respiratory distress, decreased air movement and wheezing. Wheezing may not be present. Lack of wheezing with decreased breath sounds is often a sign of impending respiratory arrest.

ALL EMS PROVIDERS

- Establish Primary Management
- If the patient does not appear to be improving after simple treatment or condition appears severe enough to warrant a more advanced procedure, initiate Continuous Positive Airway Pressure at a target pressure of about 5 cmH2O for adult patients. This may be combined with an in-line nebulizer of Albuterol.

BLS PROVIDERS

- For the patient with wheezes and SOB:
    - Adult - Albuterol 2.5 – 5.0 mg; Pediatric (< 40 kg), 2.5 mg. Repeat doses require MCEP approval, o Or Adult – (>12 y.o.) Ipratropium (Atrovent) 0.5 mg with prediluted Albuterol 2.5 mg – 5.0 mg. Repeat doses require MCEP approval.
    - Providers are encouraged to deliver nebulized Albuterol via assisted ventilation for patients who are unable to provide effective respiratory exchange.
    - Do not delay on-scene care waiting for the medication to take effect.

If asthma attack is severe and life threatening (e.g. cyanosis, inability to speak, impending respiratory arrest, unresponsive to Albuterol, silent chest, poor SaO2):

Administer Epinephrine 1:1000 per the following:

- Adult Epinephrine dose 1:1000 – 0.3 mg using the below guidelines.
- Pedi (less than 30kg) Epinephrine dose 1:1000 – 0.15 mg using the below guidelines.
    - Administration of Epinephrine, 1:1000, no single dose greater than 0.3 ml, subcutaneous or intramuscular injection with a pre-measured syringe or 0.3 ml TB syringe for anaphylaxis or status asthmaticus refractory to other treatments under on-line medical control. When on-line medical control is unavailable, administration is allowed under off-line medical control if the licensed provider is working under medical direction using approved written medical guidelines.
- Repeat doses require online medical control.
-

Cardiac monitoring is required for all patients receiving >0.6 mg Epinephrine and all patients receiving at least 10 mg of Albuterol meeting the above criteria.

ILS AND ABOVE PROVIDERS

- Consider initiating isotonic IV at a rate of 250 – 500 cc per hour; titrate to maintain LOC, HR and end organ perfusion. Dehydration is often a component of asthma, contributing to the mucus plugging that occurs, and fluid administration may be helpful.
- Albuterol nebulizer:
    - Children who appear to be < 8 years, 5.0 mg
    - Adults and children > 8 years, 5.0 - 10.0 mg, as needed. Repeat 5.0 mg per nebulizer treatment as necessary, with cardiac and vital sign monitoring for toxicity. Some patients may need continuous nebulizer treatment during entire transport.
    - Or
    - Adult – (>12 y.o.) Ipratropium (Atrovent) 0.5 mg with prediluted Albuterol 2.5 mg – 5.0 mg. Repeat doses require MCEP approval.
- If not done before, and the patient is in extreme distress/status asthmaticus, administer 0.3 mg Epinephrine 1:1000 IM to the adult patient, and 0.01 mg/kg Epinephrine 1:1000 IM to the pediatric patient (less than 40 kg). This may be repeated as needed q 3 - 5 minutes up to a maximum of three doses. Contact an MCEP if additional doses are needed.

ALS PROVIDERS

- Mix prediluted 0.5 mg Ipratropium with prediluted Albuterol 5.0mg for first ALS administered nebulizer.
- Follow Epinephrine 1:1000 IM administration as above.
- ETCO2 monitoring should be initiated.
- For patients refractory to the above treatments, consider dexamethasone and magnesium sulfate.
    - Solumedrol:
        - Adults 10mg IV, IM, or PO
        - Peds 0.6 mg/kg IV, IM or PO
- and
    - Magnesium Sulfate:
    - Administer 2 Gm MgSO4 diluted in 50 – 100 cc slow IV push over several minutes.
- For extended transports with a patient that is in severe respiratory distress refractory to above medications and who is approaching hypoxic respiratory failure, an Epinephrine infusion may be administered by mixing 1 mg of Epinephrine into 1L of Normal Saline (which creates a 1mcg/ml solution) and titrate at 5-30 ml/min to a systolic BP of 90.
-
- If patient agitation is interfering with treatments, refer to the Altered Mental Status-agitation guideline (Page 54).
- Additionally, if patient is intubated, asthmatics should not be hyperventilated, and SaO2 should be maintained at 92% or greater with controlled ventilation.

RESPIRATORY DISTRESS – COPD/PNEUMONIA

Treatment Indications:

- COPD – shortness of breath, often accompanied by wheezing, rales, and rhonchi. This patient usually has a long history of smoking and may be on home oxygen.
- Pneumonia, CHF, pulmonary contusion, and partial airway obstruction are other causes of respiratory distress. It may be difficult to distinguish between these in the field but their treatment is similar.

ALL EMS PROVIDERS

- Establish Primary Management
- Position of Comfort
- Apply Oxygen at 2 – 4 LPM and apply a pulse oximeter. The level of oxygen should be increased to 10 – 15 LPM as necessary using partial rebreather mask.
- Brief history and physical with emphasis on breath sounds.
- Oxygen should not be withheld in the severely ill patient out of fear of respiratory arrest if high oxygen requirements are necessary. Be prepared to assist ventilations with a bag valve mask if respirations are >30 or <10 or if the patient is in moderate to severe distress. Administer supplemental oxygen to a goal spO2 of >90%
- Initiate rapid transport and ILS/ALS intercept.

BLS PROVIDERS AND ABOVE

- For the patient with wheezes and SOB:
    - Adult - Albuterol 2.5 mg – 5 mg; Pediatric (< 40 kg), 2.5 mg. Repeat doses require MCEP approval,

Or

    - Ipratropium 0.5 mg with prediluted Albuterol 2.5 mg. Repeat doses require MCEP approval.
    - Providers are encouraged to deliver nebulized Albuterol via assisted ventilation for patients who are unable to provide effective respiratory exchange.
    - Do not delay on-scene care waiting for the medication to take effect. Consider initiating Continuous Positive Airway Pressure at a target pressure of 5 – 10cmH2O for adult patients. This may be combined with an in-line nebulizer of Albuterol.

Consider contacting MCEP in suspected Pneumonia as this is considered a relative contraindication.

ILS PROVIDERS AND ABOVE

- Enroute, start an IV of NS. Titrate to maintain LOC, HR and end organ perfusion, and consider bolus if dehydrated, especially with pneumonia patients.
- Cardiac monitoring is required for all patients receiving > 10 mg of Albuterol.

ALS PROVIDERS

- If the patient is suspected to be septic from pneumonia, consider treating per the Hypotension Guideline (Page 127), including fluid administration and Levophed administration if appropriate.
- ETCO2 monitoring should be initiated.
- If COPD exacerbation is suspected:
    - Solumedrol 125 mg IV or IM

SEIZURES / CONVULSIONS

Treatment Indications: Uncontrolled, disorganized impulses in the CNS resulting in uncontrolled contraction of skeletal musculature. Most seizures spontaneously end within 5 minutes with a postictal state of varying length with unconsciousness or altered LOC. Seizures do not usually require a paramedic level response and intervention if there is a history of seizures, and the patient has a normal, single seizure. Status Epilepticus exists when witnessed seizure activity continues for > 10 minutes or multiple seizures recur without a return to full mental capacity. These require paramedic level intervention.

ALL EMS PROVIDERS

- Establish Primary Management
- Protect patient and provider from injury. Maintain airway and place nothing in the mouth.
- Oxygen at 10-15 lpm via Partial rebreather mask
- Have suction available
- Obtain history of seizure activity including onset, duration, type, medication taken and prior seizure history BLS AND ABOVE PROVIDERS
- Assess blood glucose level, treat if < 60 mg/dl.

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion

ALS PROVIDERS

- If seizure is prolonged (greater than 5 minutes) or if more than two seizures reoccur without an intervening lucid period, administer Midazolam:
    - Adult: 2.5 to 5 mg SIVP/IO/IM. Up to 10mg
    - MA dose – 10mg split between each nare
    - Children: 0.2 mg/kg SIVP, MA up to 5 mg
    - IN dose 0.2 mg/kg split between each nare

As with any benzodiazepine administration, prepare to support the patient's ventilations.

For seizures unresponsive to the above, notify Medical Control early of an incoming Status Epilepticus patient, and consult for any additional medications.

See Eclampsia guideline for treatment of pregnancy or recently pregnant related seizures (Page 113). Note: Eclamptic seizures can occur up to two months post-partum.

Sepsis / Septic Shock

Designation of Condition: Facilitate rapid identification and management in patients with suspected or confirmed sepsis in patients 18 years of age or older. The patient may be hypotensive (with a widened pulse pressure), tachycardic, and tachypneic. Mental status changes may be present, ranging from mild disorientation to coma. Fever is typical, but hypothermia is possible. Refer to the "Infection Control" protocol when treating patients with suspected or confirmed sepsis.

Modified SIRS Criteria

Suspicion of Infection plus 2 of the following…

- Temperature > 38.3°C or < 36°C (>100.1°F or <96.8°F)
- Heart Rate > 90
- Respiratory Rate >20

Other considerations

- History or suspicion of fever
- Altered mental status
- Hypoxia (Saturation < 90%)
- EtCO2 < 20 mmHg or > 60 mmHg (if available)
- Hypotension with SBP < 90 mmHg or 40 mmHg known drop in patients with hypertensive history
- Evidence of abnormal bleeding
- Decreased urine output
- Hypergylcemia > 140 mg/dL without history of diabetes
- Peripheral edema (end organ failure)
- Absent bowel sounds (Ileus)
- Jaundice (Hyperbilirubinemia)
- Capillary refill > 2 seconds
- Documented serum lactate > 4 mmol/L (if available)

ALL EMS PROVIDERS

- ABC's, high flow oxygen
- BGL
- Serum Lactate if available
- Rapid transport
- Early notification of receiving ED ("Sepsis Alert") if patient meets modified SIRS criteria, and has one of the following: hypotension, is in respiratory distress, has a serum lactate > 4 mmol/L (if available) or there is a high index of suspicion

ILS AND ABOVE PROVIDERS

- IV/IO NS
- Adults: One to two liter bolus (unless contraindicated)
- If no response, bolus one more liter and then run initial fluid therapy at 250cc/hr. Consider repeat lactate if available
- Titrate fluids to obtain stabilization of patient's mentation, blood pressure, respiration, heart rate, and skin perfusion.

ALS PROVIDERS

- Consider vasopressor agents if the patient's SBP is < 80 with altered mental status or their MAP is <60 and after 1 - 2 liters of NS, or if pulmonary edema is present:
  - Norepinephrine (Levophed) with MCEP order. Maintain fluids at 500cc/hr unless contraindicated and mix 4 mg Levophed in 500 cc NS. Start dosing at 4 mcg/ min. May increase dose 2 mcg/ min every 5 minutes as needed, to a maximum rate of 10 mcg/min.

- Or
  - Epinephrine drip therapy with MCEP order. Maintain fluids at 500 cc/hr unless contraindicated and mix 1 mg Epinephrine in 500 cc NS. Start dosing 2-10 mcg/min.
- Or
  - Epinephrine mini-bolus therapy with MCEP order. Maintain fluids at 500cc/hr unless contraindicated and empty 9 cc from 10 cc ampule of 1:10,000 Epinephrine and replace with saline (leaves 0.1 mg). Administer 0.5 to 1 cc of 1; 100,000 IV/IO every minute as needed.

STROKE – CEREBROVASCULAR ACCIDENT

Designation of Condition: Patient presentation with signs, symptoms and history consistent with a cerebrovascular insult/accident.

ALL EMS PROVIDERS

- Establish Primary Management
- Perform pre-hospital stroke assessment (Los Angeles) or (Cincinnati)
- A detailed history and time of onset is critical, however, you may be able to obtain this information enroute. Do not delay transport.
- Initiate rapid transport to a facility with a CT Scanner
- Notify the E.D. of stroke patient early. **(STROKE ALERT)**
- Administer high flow oxygen at 10 – 15 lpm via non-rebreather, and closely monitor and maintain the patient's airway if necessary.
- If BVM ventilation is needed, most patients will be ventilated at a rate of about 12 ventilations per minute. If the patient exhibits signs of significantly increasing intracranial pressure and impending herniation (e.g. development of unilateral/asymmetrical pupil dilation, nonreactive pupils, or extensor posturing), then ventilate at a rate of 16 – 20 ventilations per minute.

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion, including a BP of at least 90 mmHg.
- Assess the blood glucose level. If <60, administer D50% 12.5 Grams; recheck the BGL, and if still <60, administer another 12.5 grams

ALS PROVIDERS

- If patient is being ventilated, and there is concern of herniation, ensure that ETC02 is maintained at 30 – 35 mmHg.
    - Clinical Signs of imminent herniation include bradycardia, hypertension, irregular respirations (Cheyne Stoke pattern), posturing, depressed GCS, and potentially one to two fixed and dilated pupils
- Follow airway management guidelines (Page 40) as appropriate and Altered Mental Status – Agitation guideline if necessary (Page 54).

If a patient appears to be having an obvious stroke, it should be strongly recommended to the patient/family that the patient be transported to a certified stroke center; when a stroke is suspected but may not be as easily detected or symptoms may have another intrinsic cause, patient should be informed of the location of the stroke center and then choose a destination based on their best judgment.

Los Angeles Prehospital Stroke Screen (LAPSS)

Screening Criteria	Yes	No
1. Age over 45 years	___	___
2. No prior history of seizure disorder	___	___
3. New onset of neurologic symptoms in last 24 hours	___	___
4. Patient was ambulatory at baseline (prior to event)	___	___
5. Blood glucose between 60 and 400	___	___

Exam: look for obvious assymetry	**Normal**	**Right**	**Left**
Facial smile / grimace:	___	__Droop	__Droop
Grip:	___	__Weak Grip __Weak Grip	__No Grip __No Grip
Arm weakness:		__Drifts Down __Falls Rapidly	__Drifts Down __Falls Rapidly

	Yes	**No**
6. Based on exam, patient has only unilateral weakness:	___	___

If Yes (or unknown) to all items above LAPSS screening criteria met:
If LAPSS criteria for stroke met, call receiving hospital with "code stroke", if not then return to the appropriate treatment guideline. (Note: the patient may still be experiencing a stroke if even if LAPSS criteria are not met).

The Cincinnati Prehospital Stroke Scale

Facial Droop (Have patient show teeth or smile);
Normal – both sides of face move equally
Abnormal – one side of face does not move as well as the other side
Arm Drift (patient closes eyes and holds both arms straight out for 10 seconds);
Normal – Both arms move the same or both arms do not move at all (other findings, such as pronator grip, may be helpful)
Abnormal – one arm does not move or one arm drifts down compared with the other.
Speech (Have the patient say "you can't teach an old dog new tricks");
Normal – Patient uses correct words with no slurring
Abnormal – Patient slurs words, uses the wrong words, or is unable to speak

Notify the recieving E.D. of stroke patient early. **(STROKE ALERT)**

TRICYLIC ANTIDEPRESSANT OVERDOSE

Treatment Indication: Patient will have ingested a known or suspected tricyclic substance (Elavil, Thorazine, Mellaril, Prolixin, Navane, Amitriptyline, Flexeril and many more).

ALL EMS PROVIDERS

- Establish Primary Management

ILS AND ABOVE PROVIDERS

- Initiate at least one IV of NS, and titrate the IV to the patient's blood pressure if hypotensive, otherwise administer 500 cc bolus, then TKO. Multiple IV lines are encouraged.

ALS PROVIDERS

- If the patient has any one of the following,
- Heart rate > 110
- QRS widening > 1.2 mm
- Decreased LOC or unresponsive
- Ventricular arrhythmias
- Seizures
- Hypotension

- Then administer:
  - Sodium Bicarbonate 1 mEq/kg IVP, followed by:
  - Sodium Bicarbonate infusion mixed 1 mEq/kg in 500 cc (1.5 amps of Sodium Bicarbonate in 500cc of NS) and running at 300 – 400 cc/hr.
- A Terminal R wave in lead AVR on the 12 lead may be an early sign of TCA use & abuse.
- CONTACT MEDICAL CONTROL EARLY

UNCONSCIOUS / UNRESPONSIVE

Designation of Condition: The patient will have a pulse, but will be unconscious from an undetermined cause.

ALL EMS PROVIDERS

- Establish Primary Management
- Consider the possibility of trauma
- Assess and ensure a patent airway, rate and depth of respirations, and circulation. Extraglottic Airway insertion should not be considered until hypoglycemia and/or the possibility of a narcotic overdose has been ruled out.
- If you believe the patient was traumatically injured, consider spinal motion restriction.
- Assess Blood Glucose Level
- Cardiac monitoring

BLS AND ABOVE PROVIDERS

- If narcotic overdose is suspected and hypoglycemia has been ruled out as a cause of the unresponsiveness, administer naloxone per Narcotic Overdose Guideline (Page 64).

ILS AND ABOVE PROVIDERS

- Initiate isotonic IV, titrate to maintain LOC, HR and end organ perfusion
- If Blood Glucose Level is < 60 mg/dl with signs and symptoms consistent with hypoglycemia, administer Dextrose per Diabetic Emergencies guideline (page 59).
- Dextrose should not be administered to an unconscious patient who has a normal glucose level, and no history of present illness (HPI) or past medical history (PMH) consistent with hypoglycemia.
- Never withhold Dextrose from any hypoglycemic patient.
- Aggressive Airway management required:
    - If the patient fails to respond to any of the above treatments and the patient is in a deep state of unconsciousness (no gag reflex), an Extraglottic Airway should be considered.
- Consider ALS intercept

ALS PROVIDERS

- Consider intubation as appropriate
- Perform all appropriate ALS assessments and care.

VACCINATIONS

- Treatment Condition: To optimize the ability for County EMS personnel to administer immunologic agents within their own or surrounding departments based on New Mexico State Scope of Practice.
- Administration of Immunizations, Vaccines, Biologicals, and TB skin testing is authorized under the following circumstances:
  (a) To the general public as part of a Department of Health initiative or emergency response, utilizing Department of Health guidelines. The administration of immunizations is to be under the supervision of a public health physician, nurse, or other authorized public health provider.
  (b) Administer vaccines to EMS and public safety personnel
  (c) TB skin tests may be applied and interpreted if the licensed provider has successfully completed required Department of Health training.
  (d) In the event of a disaster or emergency, the State EMS Medical Director or Chief Medical Officer of the Department of Health may temporarily authorize the administration of other immunizations, vaccines, biologicals, or tests not listed above.
- Administration of Hepatitis B vaccine will follow all appropriate manufacture guidelines and the County SOG's.
- Any question regarding the administration of the vaccine should be referred to the EMS Chief or Medical Director.

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CARDIAC EMERGENCIES

GENERAL GUIDELINES

The cardiac patient must be assessed and reassessed frequently, especially prior to each therapeutic intervention. All cardiac patients will be given Oxygen at a flow rate sufficient to treat any component of shortness of breath. If the patient is not short of breath, a flow rate of 2 - 4 liters per minute via nasal cannula is recommended. Cardiac patients should be allowed to seek a position of comfort, unless they are in shock, in which case supine positioning is preferred. Cardiac emergencies in pediatric patients are very unusual, and necessitate some modifications, but the goal should remain to assure the patients oxygenation, ventilation, and circulatory status.

- EMT Basics and EMT Intermediates should obtain cardiac monitoring of any patient with a complaint chest pain if available. A ten-second EKG tracing strip should be recorded on all cardiac patients if possible. This strip should be turned over to the receiving facility or paramedic intercept, as appropriate. Bizarre rhythm changes should be recorded via EKG tracing strip.
- Paramedic level response / intercept is highly recommended for all patients in cardiac arrest or with active or recent history of pain/discomfort suggestive of an AMI (dependent on location and ALS availability). For patients with recent vague chest pain complaint that may be indicative of cardiac chest pain it is also highly recommended to request ALS intercept. A thorough assessment and detailed history as well as a differential diagnosis technique should be accomplished on every cardiac patient. Team assessments and team decision are encouraged when attempting to define the cause of the complaint.
- In the case of a cardiac arrest when resuscitation attempts appears to be futile, EMT – B's and EMT- I's, must CONTACT MEDICAL CONTROL to solicit orders for field termination of resuscitation. Generally, these are patients presenting in Asystole, and for whom paramedic level care is greater than 20 minutes away. While a specific downtime is not required, patients who have been in cardiac arrest greater than thirty minutes and are in asystole generally do not survive.

ALS PROVIDERS

- CODE SUMMARY documentation is mandatory for all unstable cardiac patients. Code Summary strips should be obtained for the receiving facility (if applicable) and one shall also be attached to the internal copy of the EMS Run Report for Quality Assurance purposes (downloaded to ePCR). When defibrillation is indicated, it should be performed as quickly as possible. Patients should be reassessed after any rhythm change or intervention.
- All patients in cardiac arrest for whom resuscitation is initiated require immediate advanced airway, intravenous / intraosseous line, rhythm appropriate medications and cardiac monitoring, although defibrillation may take precedence. Patients in cardiac arrest may be managed in the field, as appropriate. All other cardiac patients require transport at the earliest reasonable opportunity.
- **Termination of unsuccessful resuscitation via standing orders may be made by TCFD Paramedic's or Superior Paramedics only**. These Paramedics are encouraged to involve Medical Control as appropriate. Consider field termination of resuscitation efforts on all adult cardiac arrest patients who are unresponsive to appropriate defibrillation, successful airway control, ventilation and rhythm appropriate medications*.

*Excluding hypothermic and/or pediatric patients. MCEP contact should be contacted on hypothermic and / or pediatric patients prior to termination of resuscitation.

CHEST PAIN /SUSPECTED MYOCARDIAL INFARCTION

Treatment Indications: Signs and symptoms may include all, some or none of the following: severe substernal chest pain/discomfort that may radiate to the neck, jaw, or down arm; shortness of breath, sweats (diaphoresis), apprehension, nausea, and vomiting. When in doubt, treat as AMI.

ALL EMS PROVIDERS

- Primary Management
- Start oxygen, a minimum of 4 LPM via nasal cannula, increasing for increased distress.
- Give four (4) chewable aspirin (324 mg) if not allergic, no history of current bleeding disorders and suspect the chest pain is cardiac related.
- Transport as soon as feasible.
- Allow patient to assume most comfortable position. In most cases, no exertion should be permitted, with the caregivers assisting the patient as much as possible.
- Arrange early ALS intercept for all chest pain patients.

BLS PROVIDERS

- Begin cardiac monitoring for intercept unit, enroute (if available).
- Without delaying transport, consider obtaining 12-lead EKG (if available).
- If patient has their own prescription nitroglycerin with a systolic BP greater than 100 mmHg and a HR greater than 60 bpm, contact MCEP for potential administration at 0.4mg increments as directed by MCEP

ILS PROVIDERS

- Enroute, initiate IV NS at keep open rate with 18 - 20 gauge catheter. Place IV proximal to the forearm (antecubital or proximal) Titrate to LOC, HR and end organ perfusion.
- If SBP >100/HR>60 give NTG 0.4 mg SL every 5 minutes to a maximum of 3 doses. You must have an IV started prior to giving NTG. (NTG contraindicated if patient has taken Viagra, Cialis, Levitra, or any other medication for erectile dysfunction in prior 48 hours.)
- If SBP >100/HR>60 is maintained and 3 NTG have been given, and a SCFD paramedic is on scene and agrees with the decision, ILS caregivers may administer pain medications as outlined in the Pain Control Guideline (Page 46).
- If time permits, a second IV NS should be started at a keep open rate.

ALS PROVIDERS

- Obtain 12 Lead ECG.
- If S – T changes are noted in Leads II, III, and aVF, suspect an inferior MI. Approximately 40% of inferior MI's are a right ventricular infarction (RVI). If there are indications of an inferior MI, accompanied by hypotension, distended neck veins, and generally clear lung sounds, you must have a high index of suspicion of RVI. RVI makes the administration of nitroglycerin potentially detrimental to the patient by reducing the preload and cardiac output.
- If RVI is suspected, obtain a standard 12 lead, then obtain an additional 12 lead utilizing V4R, and ideally V5R & V6R. If there are S-T elevations, the RVI is basically confirmed, and nitroglycerin therapy should ideally not be utilized for these patients. Proceed to Fentanyl therapy for pain relief for patients with RVI.
- If chest pain is unrelieved after 2 or 3 NTG doses and the patient is hemodynamically stable, administer appropriate pain medications as outline in the Pain Management Guideline (Page 46).

ATRIAL FIBRILLATION/FLUTTER, SYMPTOMATIC

Treatment Indications: The patient appears unstable with a heart rate > 150 bpm with Atrial Flutter or Atrial Fibrillation on the rhythm strip with the patient complaining of SOB, chest pain or hypotension and has decreased mental status. Patients with chronic A-fib or A-flutter manifest A-fib or A-flutter with RVR when they have a reason to be tachycardic (infection, fever, sepsis, agitation, dehydration, etc.) In these patients, the cause of their tachycardia should be treated preferentially over treating their atrial tachydysrhythmia.

ALL EMS PROVIDERS

- Establish Primary Management

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion with frequent assessing of the patient's breath sounds

ALS PROVIDERS

Field cardioversion is associated with a risk of embolic complications, especially in patients with atrial fibrillation that is longer in duration than 48 hours. It should be reserved for the severely symptomatic patients with any combination of chest pain, SOB, hypotension, or an altered mental status. Additionally, adenosine should NOT be used for patients in atrial fibrillation or atrial flutter, especially if a history of pre-excitation syndrome exists (ie, a delta wave, characteristic of Wolf Parkinson White syndrome). Adenosine can cause a paradoxical increase in the ventricular response to the rapid atrial impulses of atrial fibrillation.

- Contact MCEP if feasible for consultation and orders for treatment. However, if this will delay appropriate treatment for a critical patient, proceed with the following treatment guidelines.
- Sedate with Midazolam 1 – 5 mg SIVP as appropriate
- Cardioversion
- Atrial Fibrillation requires higher joule settings for successful cardioversion; initial settings shall be 200 Joules followed by 300 and 360 joules.
- Atrial Flutter normally requires a significantly lower setting; initial setting shall be 50 joules followed by 100, and 200 Joules.
- Transport
- Contact MCEP as needed

BRADYCARDIA, SYMPTOMATIC

Treatment Indications: The patient will present with a hemodynamically unstable Bradycardia (blood pressure < 90 mmHg systolic, decreased LOC, and a heart rate of < 60 bpm with associated signs and symptoms including: chest pain, shortness of breath, etc.)

ALL EMS PROVIDERS

- Establish Primary Management
- High flow oxygen via non-rebreather mask
- ALS intercept required

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion

ALS PROVIDERS

- Atropine:
    - 0.5 mg IVP every 3-5 minutes to a maximum dose of 3mg.

Per AHA Guidelines: "The initial treatment of bradycardia is atropine. If bradycardia is unresponsive to atropine, IV infusion of beta-adrenergic agonists with rate-accelerateing effects (dopamine, epinepherine) or TCP can be effective while the patient is being prepared for emergent transcutaneous pacing if required". ACLS provider manual p. 109.

- Atropine may be considered first line for patients with no SxS of myocardial ischemia or high degree block (2nd Degree Type II or 3rd Degree AV blocks). Additionally, Atropine is preferred over pacing for vagal induced bradycardias.
- If Atropine therapy is administered, give Atropine Sulfate IV or ET 0.5 mg every 3 – 5 minutes or up to a maximum of 3 mg. The goal is a heart rate of at least 60 bpm and a blood pressure >90mm/Hg systolic.
- In the setting of an acute MI or with a third degree heart block or Mobitz type II second degree heart block, TCP is the treatment of choice in the prehospital setting. AHA has shown that atropine rarely works in these settings and providers should not withhold TCP to administer Atropine in an unstable patient. However, atropine may be considered if there is a delay in TCP initiation or if TCP is ineffective.
- If above treatment is not effective or no pacer available:
- Epinephrine drip, 2-10 mcg/min titrated to patient response.

- For patients with signs of poor perfusion and unresponsive to atropine begin transcutaneous pacing at a rate of 60 bpm. Begin increasing by 20 mA increments until electrical capture obtained, then increase by 5 mA increments until mechanical capture is obtained.
- If pacing, is required: consider sedation/analgesia with Midazolam 1 – 5 mg and/or 0.5 – 2 mcg/kg of Fentanyl Citrate. However, noninvasive pacing should not be delayed in order to initiate a peripheral IV. Ideally, both procedures should be performed simultaneously. Titrate slowly secondary to additional decreased blood pressure, and diligently monitor the airway.
- Vital signs, especially blood pressure and LOC, should be reevaluated after each intervention
- If initial pacing attempts fail to improve vital signs, administer 250cc fluid bolus while increasing the pacing rate to 69 bpm – Reassess, advance as outlined below, do not increase rate above 69 bpm.

Or

- Dopamine Drip at 2-10 mcg/kg/min., titrate to heart rate and BP.
- If rate improves but BP does not, refer to Cardiogenic Shock guideline (Page 87).

NOTE: Never treat third degree heart block or ventricular escape beats with Lidocaine.

SUPRAVENTRICULAR TACHYCARDIA

Treatment Indications: The patient will have a heart rate >150 beats per minute with a Supraventricular focus by history or a QRS complex < 0.12 seconds and EKG consistent with SVT (QRS may be greater than 0.12 seconds in the case of known aberrancy or a bundle branch block). EKG tracings are to be made during any of the following ALS procedures. Patients often have a history of recent episodes. Exclude other causes (i.e.: increased HR secondary to GI bleed, fever, sepsis, etc). Consider compensation Tachycardia and global clinical picture before treating rhythm.

ALL EMS PROVIDERS

- Establish Primary Management
- ALS intercept required

ILS AND ABOVE PROVIDERS

- Initiate IV of NS (in the AC if possible), titrate to maintain LOC, HR and end organ perfusion, with frequent assessment of the patient's breath sounds.

ALS PROVIDERS

- Stable;
  - Obtain 12 Lead ECG
  - Initiate continuous cardiac monitoring and recording prior to conversion efforts.
  - Use the Valsalva Maneuver and/or the Valsalva Maneuver in combination with Trendelenberg position □ Adenosine 6 mg rapid IVP (1-2 seconds) followed by 20 cc NS flush
  - If unchanged, repeat Adenosine at 12 mg rapid followed by 20 cc NS flush
  - DO NOT give adenosine for irregular tachycardias.
- Unstable;
  If the patient is unstable with a diagnosed SVT, you may administer adenosine while preparations are being made for cardioversion. However, if this necessitates the initiation of an IV or other significant delays, and the patient appears critically unstable, proceed directly to cardioversion. Critically unstable patients will demonstrate severe chest pain, severe SOB, profound hypotension, or a significantly altered mental status.
  - Consider Sedation with Midazolam 2.5 – 5 mg (Max 10mg) while preparing to cardiovert
  - Synchronized Biphasic cardioversion at 50 Joules, if ineffective;
  - Synchronized Biphasic cardioversion at 100 Joules, if ineffective;
  - Synchronized Biphasic cardioversion at 200 Joules, if ineffective;
  - Consider additional attempts at higher joule settings in a stepwise fashion while consulting with MCEP.

CARDIOGENIC SHOCK

Treatment Indications: Cardiogenic shock can be due to failure of heart muscle, valvular insufficiency or heart rhythm disturbances (too fast or too slow). The most common cause is an acute myocardial infarction with subsequent loss of ventricular output. The SxS associated with any of the causes will usually be similar, with the patient usually presenting with a decreased level of response, hypotension, pale, cool, diaphoretic skin and other general SxS of shock. Additionally, the classic cardiogenic shock patient will develop pulmonary edema, with accompanying shortness of breath, wet, noisy respirations (rales/crackles/rhonchi), possibly pink frothy sputum and cyanosis. These patients require expeditious transport.

ALL EMS PROVIDERS

- Establish Primary Management
- High Flow oxygen via non-breather
- If necessary, assist the patient's ventilations with a BVM
- ALS intercept required

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR and end organ perfusion. If BP < 80 mmHg and lungs are clear, administer a fluid challenge of 250 ml and reassess the patient's status, especially lung sounds.

ALS PROVIDERS

- If rate related, correction of the rate problem is a priority
    - For bradycardia, treat according to the Bradycardia Guideline (Page 85).
    - For tachycardia, treat according to the Tachycardia Guideline (Page 86).
- If the cardiogenic shock is not rate related, initiate an Epinephrine drip at 0.1-0.5 mcg/kg/min. The goal is increased perfusion (increasing systolic BP to >90 mm Hg and improved mental status) without significantly increasing the heart rate.
    - Epinephrine drip – mix 4 mg Epinephrine into 1 L NS, yielding a 4 mcg/ml concentration and infuse at 0.10.5 mcg/kg/min using a 10 drop set.
    - If the the Epinephrine drip is ineffective, intiate a norepinephirine (Levophed) drip at 0.1-0.5 mcg/kg/min to achieve a systolic BP of a least 90 mm Hg. Levophed drip – mix 4 mg Levophed into 1 L NS, yielding a 4 mcg/ml concentration and infuse at 0.1-0.5 mcg/kg/min using a 10 drop set.

- For continued respiratory distress or respiratory failure, treat with the most appropriate of the following:
    - If the patient's perfusion status/blood pressure adequately improves, treat the pulmonary edema according to Pulmonary Edema Guideline (Page 88), including Airway Management (Page 41).

PULMONARY EDEMA & CONGESTIVE HEART FAILURE

Treatment Indications: Patient presenting with signs, symptoms and history of moderate / severe SOB and /or hypotension. The patient will usually present with shortness of breath (wet noisy respirations/crackles) and possibly pink frothy sputum (pulmonary edema). It should be noted that a fever suggests an infectious cause (i.e. pneumonia) rather than cardiac origin.

ALL EMS PROVIDERS

- Establish Primary Management, and position the patient in an upright sitting position.
- High Flow oxygen via non-rebreather
- If necessary, assist the patient's ventilations with a BVM
- ALS intercept required

ILS PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR and end organ perfusion

ALS PROVIDERS

- Initiate Continuous Positive Airway Pressure at a pressure of 10cmH2O.
- If the systolic blood pressure is > 100 mmHg, assure that a patent IV is in place, then administer:
  - Nitroglycerin 0.4 mg sublingual q 3 – 5 minutes, until the shortness of breath is relieved or the systolic blood pressure drops below 90 mmHg.
  - Nitroglycerin is contraindicated if patient has taken Viagra, Cialis, or Levitra in prior 48 hours.
- Morphine Sulfate 2-20 mg titrated to effect
  - Morphine Sulfate dosages above 20 mg require Medical Control consult
  - Morphine is typically most helpful in low dosages of 2 mg increments
- If transport times, >60 minutes give Lasix 40-80 IVP
  - Consider higher dose (double the patient's normal oral dosage) for the patient already prescribed Lasix
  - Contact Medical Control if the patient does not have any history of CHF, and/or is not already on oral diuretics
- If the patient becomes obtunded and/or is in danger of complete respiratory arrest, perform Airway Management (Page 41).

VENTRICULAR TACHYCARDIA, STABLE

Treatment Indications: The patient will have demonstrated Sustained Ventricular Tachycardia (QRS > 0.12 second) on the monitor and must be conscious and alert, have a blood pressure > 90 mm Hg, and will be free of significant SOB, chest pain and diaphoresis.

ALL EMS PROVIDERS

- Establish Primary Management
- ALS intercept required

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR and end organ perfusion

ALS PROVIDERS

- Obtain 12 lead ECG
- If rhythm is REGULAR AND MONOMORPHIC:
    - Consider Adenosine (See SVT Protocol page 86.)
- Consider Lidocaine 1.5 mg/kg IVP.
- Repeat Lidocaine 0.75 mg/kg every 5 minutes until a total dose of 3 mg/kg has been given
    - Lidocaine maintenance drip and dose should be reduced by one-half for patients over 69 years old, and in those with liver failure or congestive heart failure
- After suppression of the dysrhythmia, or when the full loading dose has been given, initiate IVPB Lidocaine drip at 2 – 4 mg/min.
- If rhythm is thought to be torsades de pointes (polymorphic ventricular tachycardia), draw up 2 grams Magnesium Sulfate 50% with a 12 cc syringe, then add enough normal saline to have a total of 10 cc of volume, and administer this over 5-20 minutes.
    - In the event of a national shortage of Lidocaine or change in recommendations, EFD Medical Direction may approve the use of additional anti-dysrhythmics for use in this Guideline.
        - Any implementation of additional medication usage will be issued and approved in written format by Medical Direction

VENTRICULAR TACHYCARDIA, UNSTABLE

Treatment Indications: Sustained ventricular tachycardia (wide QRS Tachycardia) will be present on the monitor. The patient will have a pulse, but the rate will generally be >150 bpm and the patient will be hypotensive with decreased mental status, significant SOB, severe chest pain or diaphoresis.

ALL EMS PROVIDERS

- Establish Primary Management
- ALS intercept

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion

ALS PROVIDERS

- Sedate with Midazolam 2.5 – 5 mg (Max 10 mg) SIVP if time and patient condition allows, but if critical, do not delay electrical therapy
- If monomorphic:
- Synchronized Cardioversion at 100 Joules; if ineffective then:
- Synchronized Cardioversion at 200 Joules; if ineffective then:
- If after the 2 synchronized cardioversions the patient remains in V-Tach and unstable, administer Lidocaine 1.5 mg/kg IVP or ET
- Synchronized Cardioversion at 300 Joules
- Repeat Lidocaine (with intervening cardioversion at 360 joules) 0.75 mg/kg x 2 (up to 3 mg/kg max dose)
- Synchronized Cardioversion * at 360 Joules after each bolus of Lidocaine
- After suppression of the dysrhythmia, or when the full loading dose has been given, initiate IVPB Lidocaine drip at 2 – 4 mg/min.
- If polymorphic:
- If rhythm is thought to be torsades de pointes (polymorphic ventricular tachycardia), draw up 2 grams Magnesium Sulfate 50% with a 12 cc syringe, then add enough normal saline to have a total of 10cc of volume, and administer this over 5-20 minutes.
- Obtain a 12 Lead ECG as early as is safely possible
- DO NOT delay immediate cardioversion if the patient is unstable.
    - In the event of a national shortage of Lidocaine or change in recommendations, EFD Medical Direction may approve the use of additional anti-dysrhythmics for use in this Guideline.
        - Any implementation of additional medication usage will be issued and approved in written format by Medical Direction

CARDIAC ARREST (NON TRAUMATIC) – ADULT & PEDIATRIC

Treatment Indication: Unconscious and unresponsive patient with agonal or absent respiratory effort and no palpable pulses.

ALL EMS PROVIDERS

- A paramedic level of response may be dispatched simultaneously to all cardiac arrest responses (refer to dispatch guidelines). If there is any doubt, the EMS response team should insure that an ALS unit is enroute at the first opportunity. EMS personnel should never wait for paramedic assistance before utilizing semi-automatic defibrillation. Early access to EMS and early defibrillation are critical to successful cardiac resuscitation.

Does patient meet Dead at Scene criteria? If not, proceed:

- Determine cardiopulmonary arrest and time last seen conscious.
- Consider moving the patient to where safe and effective resuscitation can occur, and establish Primary Management
- Start CPR at the current AHA recommended compression-to-ventilation ratio until defibrillator attached.
    - If no BVM available, perform hands only CPR at a rate of at least 100 compressions per minute.
- Attach defibrillation pads; Utilize pediatric pads for children 1 – 8 years old, if available. Analyze rhythm; if defibrillation is indicated, call out "CLEAR!" and then defibrillate.
    - Deliver one shock and initiate chest compressions, assuring adequate quality of the compressions. AHA recommends not checking a pulse until 2 minutes of compressions have been performed after a defibrillation attempt. The rescuer performing chest compressions should be relieved every two minutes by another rescuer.
    - Perform two minutes of CPR at the current AHA recommended compression-to-ventilation ratio. At the end of the two minute period, check a pulse, re-analyze the cardiac rhythm, and defibrillate again if the AED advises. Continue this "shock –2 minutes of CPR – shock" sequence as needed.
        - Never take longer than 10 seconds to feel for a pulse, if unsure about status at the 10 second mark, assume patient is pulseless and continue as outlined
- If two rescuers are available during a pediatric resuscitation, a compression to ventilation ratio of 15:2 may be used. There are no changes for two rescuer CPR in the adult.
- If the AED advises that no shock is needed, initiate CPR at the current AHA recommended ratio. Defibrillate at any time the AED advises to do so, following the above guideline.
- Place a nasopharyngeal and/or an oropharyngeal airway as soon as feasible. Nasopharyngeal airways are not appropriate for small children. Utilize a BVM or ATV with mask and high flow oxygen for the two ventilations at the appropriate time during the chest compressions. Deliver enough tidal volume to observe chest rise on the patient (if using an ATV, this will usually be about 600 - 800 cc for adults, or approx. 10cc/kg).
- Secure the airway with the appropriate Extraglottic airway device, or other approved device as soon as possible. Once the airway is placed, initiate ventilations at a rate of 10 ventilations per minute for both adult and pediatric patients. There is no pause in chest compressions for ventilations after this type of airway is placed.
    - Once the airway is secured, placement/use of the Color-metric Tube, should occur and ventilations delivered accordingly.
    - If pulses return, but breathing is inadequate or absent, the adult patient should be ventilated at a rate of about 12 ventilations per minute, and the pediatric patient should be ventilated at a rate of 12 – 20.
- Consider placing the patient onto a long spine board and transport when feasible if ILS/ALS not on scene. Hostile scenes, emotional bystanders, hypothermic victims and pediatric cardiac arrest victims are unique situations that may merit early transportation of the patient while continuing resuscitation.

ILS PROVIDERS

- Initiate isotonic IV or possibly an IO for pediatric patients; if the patient was defibrillated and remains pulseless, venous access will ideally be initiated during the two minutes of chest compressions following the

first shock. If arrest may be due to hypovolemia, initiate a second large bore IV at the first opportunity, and run them wide-open, frequently checking breath sounds.

- Administer Epinephrine 1:10,000; if the patient was defibrillated, administer the Epi 1:10,000 as soon as possible after the 2 minutes of compressions following the first shock; if the patient was not defibrillated, but is pulseless, administer the Epi 1:10,000 as soon as possible.
    - Adult:
        - 1 mg Epi.1:10,000 followed by a 20 cc saline flush every 3 minutes IVP up to 6 milligrams. If there has been no change in the patient's status after 6 milligrams and ALS is not on scene, contact an MCEP for advice and possible termination of resuscitation orders.
    - Pediatric:
        - Obtain IV/IO, and administer 0.01 mg/kg of Epi 1:10,000. Repeat this dosage every 3 minutes, until pulses return, the resuscitation efforts cease, or the patient is handed off to ALS providers or a hospital.
- Initiate transport in most situations involving pediatric codes. If transport has not been initiated, and the resuscitation has progressed for 30 minutes, contact an MCEP for possible termination of resuscitation.
- For all cardiac arrests, consider other reversible causes, i.e. hypoglycemia (BGL), drug overdose, etc.

ALS PROVIDERS

EFD Paramedics will generally adhere to accepted ACLS & PALS Guidelines, with some exceptions. The treatments for specific rhythms and conditions can be found by finding the specific dysrhythmia in this document.

VENTRICULAR FIBRILLATION & PULSELESS VENTRICULAR TACHYCARDIA

Treatment Indications: The patient is unconscious, unresponsive, apneic, pulseless and shows ventricular fibrillation on the monitor. This guideline assumes that the patient is remaining in V-Fib/Pulseless V-Tach

ALL EMS PROVIDERS

- Establish Primary Management, and continue per the Cardiac Arrest Guideline (Page 91).

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion
- Epinephrine and other treatment modalities per the Cardiac Arrest Guideline (Page 91).

ALS PROVIDERS

- If the onset of V-Fib was personally witnessed and monitored, a precordial thump may be administered though AHA is continuing to deemphasize this procedure.
- Defibrillate once at 200 Joules
- Immediately initiate CPR at current AHA recommended compression to ventilation ratio, continuing for 2 minutes (AHA guidelines advise to perform 2 minutes of CPR following a defibrillation without performing a rhythm or pulse check until this 2 minute period of CPR is completed).
    - During this 2 minutes of CPR, assure IV access and intubation of patient if possible
    - Once patient is intubated, compressions and ventilations are no longer synchronized. Ventilate the patient at a rate of 8 – 10 breaths with enough volume to cause gentle chest rise (about 600 – 800 cc of tidal volume for most patients) and perform chest compressions at a rate of 100 per minute.
- Defibrillate at 300 joules if indicated, and immediately initiate compressions for two minutes.
- Administer Epinephrine 1:10,000 x 1.0 mg IVP followed by a 10 – 20 cc flush, and repeat this every 3 – 5 minutes as long as the patient remains pulseless during the resuscitation. Venous access is preferable to the ET route. If ET is your only option, give 2 milligrams of Epi 1:1000 diluted in 5 cc's via the ET route, repeating this at the same dosage every 3 – 5 minutes until venous access is achieved.
    - AHA standards indicate that the Epinephrine may be given before or after the second and subsequent defibrillations (i.e: while the defibrillator is charging). However, it should not be given until the rhythm is determined and a pulse is checked, as it is a possibility that Epi will not be indicated.
    - High dose (3 – 5 mg) Epinephrine should be utilized only for calcium channel or beta blocker overdose
- After two minutes of compressions, check for a pulse and determine the patient's rhythm.
- Defibrillate at 360 Joules if indicated, and immediately initiate compressions for two minutes
- Administer Lidocaine 2% 1.5 mg/kg IVP (or ET if necessary). Repeat doses of 0.75 mg/kg may be given every 5 minutes to a maximum of 3 mg/kg.
- After two minutes of compressions, check the rhythm and pulse, and defibrillate at 360 Joules if indicated. Continue this "2 minutes of Compressions – Rhythm Check – Defibrillation", administering the appropriate medications at the appropriate times for the duration of the resuscitation.
- In cases of known or suspected hyperkalemia, renal failure, or hypocalcemia, administer 10 cc of Calcium Chloride 10% SIVP, flush the line, then administer Sodium Bicarbonate 1mEq/kg SIVP. If the patient history merits, this may be done early on in the resuscitation, i.e. after the first or second defibrillation. Additionally, Calcium Chloride may be administered for an arrest preceded by a Calcium Channel Blocker (verapramil, nifedipine, etc) overdose, and Sodium Bicarbonate may be administered in an arrest preceded by a tricyclic antidepressant overdose. If an opiate OD preceded the arrest, administer 0.4 – 2.0 mg naloxone. If hypoglycemia is found, administer D50%.
- If rhythm is thought to be torsades de pointes (polymorphic ventricular tachycardia), draw up 2 grams Magnesium Sulfate 50% with a 12 cc syringe, then add enough normal saline to have a total of 10cc of volume, and administer this over 5-20 minutes.
- For persistent Ventricular Fibrillation or Pulseless Ventricular Tachycardia after medications and without conversion at any point after 30 minutes, resuscitation may be terminated per the General Guidelines for Cardiac Emergencies after MCEP consult.

- In the event of a national shortage of Lidocaine or change in recommendations, EFD Medical Direction may approve the use of additional anti-dysrhythmics for use in this Guideline.
- Any implementation of additional medication usage will be issued and approved in written format by Medical Direction

ASYSTOLE

Treatment Indications: The patient will be unconscious, unresponsive, pulseless and apneic and show asystole on the monitor (confirmed with ten second strips in at least two leads).

ALL EMS PROVIDERS

- Establish Primary Management
- If the adult patient presents in asystole and the down time was unclear or unknown, look for other signs of obvious death and consider not initiating resuscitation per the Dead at Scene Guideline (Page 16).
- If the adult patient was a witnessed deterioration into asystole, or was defibrillated into asystole, continue with the asystole treatment guideline.

ILS AND ABOVE PROVIDERS

- Initiate IV of NS, titrate to maintain LOC, HR & end organ perfusion
- Epinephrine 1:10,000 per Cardiac Arrest Guideline (Page 91).

ALS PROVIDERS

- Confirmation of condition, in multiple leads, initiate or continue CPR, and assure at least one patent IV and proceed with securing an advanced airway, preferably an ET tube.
- Administer Epinephrine 1:10,000 x 1.0 mg IVP, and repeat this every 3 – 5 minutes as long as the patient remains pulseless during the resuscitation. Venous access is preferable to the ET route. If ET is your only option, give 2 milligrams of Epi 1:1000 diluted in 5 cc's via the ET route, repeating this at the same dosage every 3 – 5 minutes until venous access is achieved.
    - High dose (3 – 5 mg) IVP Epinephrine should be utilized only in the event of a calcium channel or beta blocker overdose
- In cases of known or suspected hyperkalemia, renal failure, or hypocalcemia, administer 10 cc of Calcium Chloride 10% SIVP, flush the line, then administer Sodium Bicarbonate 1mEq/kg SIVP. If the patient history merits, this may be done early on in the resuscitation, i.e. after the Epinephrine. Additionally, Calcium Chloride may be administered for an arrest preceded by a Calcium Channel Blocker (verapramil, nifedipine, etc) overdose, and Sodium Bicarbonate may be administered in an arrest preceded by a tricyclic antidepressant overdose. If an opiate OD preceded the arrest, administer 0.4 – 2.0 mg naloxone. If hypoglycemia is found, administer D50%.
- Consider field termination of resuscitation efforts after MCEP consult on all adult cardiac arrest patients who are unresponsive to appropriate defibrillation, successful airway control, ventilation and rhythm appropriate medications * or at any point after CPR has been in progress for 30 minutes.

PULSELESS ELECTRICAL ACTIVITY

Treatment Indications: The patient will be unconscious, unresponsive, pulseless, apneic and shows organized electrical activity on the monitor. In addition to severe cardiac disease, potentially treatable causes of PEA include hypovolemia, tension pneumothorax, hypoxemia, acidosis, pulmonary embolism, pericardial tamponade, vagotonia, drug overdoses, hypothermia and cardiac perfusion problems. If a Bradycardia exists concurrently, attempts to increase the heart rate are appropriate.

ALL EMS PROVIDERS

- Establish Primary Management
- Treat underlying cause

ILS AND ABOVE PROVIDERS

- Establish at least one large bore IV line of NS and begin fluid bolus of 20 ml/kg.
- Assure proper ventilation and oxygenation.
- Administer Epinephrine 1:10,000 per the Cardiac Arrest Guideline (Page 91).

ALS PROVIDERS

- Continue or initiate CPR
- Administer Epinephrine 1:10,000 x 1.0 mg IVP, and repeat this every 3 – 5 minutes as long as the patient remains pulseless during the resuscitation. Venous access is preferable to the ET route. If ET is your only option, give 2 milligrams of Epi 1:1000 diluted in 5 cc's via the ET route, repeating this at the same dosage every 3 – 5 minutes until venous access is achieved.
    - High dose (3 – 5 mg) IVP Epinephrine should be utilized only in the event of a calcium channel or beta blocker overdose
- In cases of known or suspected hyperkalemia, renal failure, or hypocalcemia, administer 10 cc of Calcium Chloride 10% SIVP, flush the line, then administer Sodium Bicarbonate 1mEq/kg SIVP. If the patient history merits, this may be done early on in the resuscitation, i.e. after the first Epinephrine. Additionally, Calcium Chloride may be administered for an arrest preceded by a Calcium Channel Blocker (verapramil, nifedipine, etc) overdose, and Sodium Bicarbonate may be administered in an arrest preceded by a tricyclic antidepressant overdose. If an opiate OD preceded the arrest, administer 0.4 – 2.0 mg naloxone. If hypoglycemia is found, administer D50%.
- Consider field termination of resuscitation efforts after MCEP consult on all adult cardiac arrest patients who are unresponsive to appropriate defibrillation, successful airway control, ventilation and rhythm appropriate medications * or at any point after CPR has been in progress for 30 minutes.

*Excluding hypothermic cardiac arrests.

CARDIAC ARREST – HYPOTHERMIA

Treatment Indications: Cardiac arrest with the presence of a suspected or confirmed depressed core temperature <95 degrees Fahrenheit.

ALL EMS PROVIDERS

- Establish Primary Management. Ventilate with warm humidified oxygen, if available, at a maximum rate of 10 per minute.
- Check pulse for 30 - 45 seconds. If ANY pulse is detected, DO NOT perform chest compressions.
- If the patient is in cardiac arrest, begin CPR. Defibrillate if indicated.
- If the patient's core temperature is below 86°F, additional defibrillation should be deferred until the temperature is above 86°F. If core temperature is not obtainable, then proceed per the Cardiac Arrest Guideline, with modifications as noted below.

BLS PROVIDERS AND ABOVE

- Secure airway with an Extraglottic Airway

ILS AND ABOVE PROVIDERS

- Initiate IV of warmed NS, titrate to maintain LOC, HR & end organ perfusion
- Administer 1 mg of Epinephrine 1:10,000.
- If the patient's core temperature is below 86°F, additional Epinephrine should be deferred until the temperature is above 86°F. If core temperature is not obtainable, then proceed per the Cardiac Arrest Guideline, except doubling the time interval between repeated Epinephrine administrations to 6 – 10 minutes instead of 3 – 5 minutes.

ALS PROVIDERS

- Assure the securing of the airway, placing an ETT if necessary, and assure venous access.
- Defibrillate once if indicated and administer the first round of Epinephrine, Lidocaine, and Atropine as indicated,
- If the patient's core temperature is below 86°F, additional medications should be deferred until the temperature is above 86°F. If core temperature is not obtainable, then proceed per the appropriate Guideline depending on the patient's ECG rhythm, except doubling the recommended time interval between repeated medication administrations.
- Attempt rewarming by any means possible (removal of patient's wet clothes, significantly heat the patient care compartment, warm blankets, warmed IV solution, etc)
- If pulse is obtained, but is ventricular tachycardia with a pulse, treat per the Ventricular Tachycardia Guideline if the patient's temperature is 86°F or above. If the temperature is not obtainable, treat per the Ventricular Tachycardia Guideline.
- If pulse is obtained, but bradycardic, do not treat bradycardia or atrial fibrillation unless you are certain the patient's temperature is above 86°F.
- CONTACT MEDICAL CONTROL

PEDIATRIC ASYSTOLE

Treatment Indications: The patient will be at least 3 months of age and up to approx. 16 y.o., unconscious, unresponsive, pulseless, apneic and demonstrate asystole on the monitor (confirmed in at least 2 leads).

ALL EMS PROVIDERS

- Establish Primary Management, being particularly vigilant in oxygenation and ventilation.
- Follow the Cardiac Arrest Guidelines found in this document.

ILS PROVIDERS

Establish IV of NS

- IO access should be considered after 2-3 failed IV attempts
- Epinephrine 1:10,000, IVP or IO, 0.01 mg/kg, repeating every 3 - 5 minutes as long as the patient remains pulseless during the resuscitation.

ALS PROVIDERS

- Epinephrine, IVP or IO (1:10,000) 0.01 mg/kg (0.1 cc/kg) to a maximum of 1 mg. Repeat at same dose every 3 – 5 minutes for remainder of resuscitation.
- Pacing is not recommended for asystolic arrest.
- As with an adult cardiac arrest, treat appropriately with the following medications if there are specific conditions or potential causes that warrant their administration:
    - Known or suspected hyperkalemia, renal failure, or hypocalcemia:
        - Calcium Chloride 10% - 20 mg/kg IV/IO Slow IVP
    - Calcium channel blocker overdose:
        - High Dose Epinephrine (0.1 mg/kg 1:1000) every 5 minutes IV/IO
        - Calcium Chloride 10% - 20 mg/kg IV/IO Slow IVP
    - Opiate OD
        - Naloxone Initial dose of 0.01mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
    - Tricyclic Overdose:
        - 1 mEq/kg Sodium Bicarbonate followed by an infusion of 1 mEq/kg in 1 liter of NS at 500 cc/hr
    - Hypoglycemia
        - Dextrose 25%, 1 Gm/kg
- Generally, pediatric cardiac arrest patients should be transported. However, in cases of obvious death, contact an MCEP for consultation regarding cessation of the resuscitation.

PEDIATRIC BRADYCARDIA

Treatment Indications: The patient will be at least 3 months of age and up to approx. 16 y.o., and will present with a hemodynamically unstable Bradycardia and decreased LOC.

ALL EMS PROVIDERS

- Establish Primary Management
- If HR <60 with signs of poor perfusion (decreased LOC, etc) despite oxygenation & ventilation, begin compressions at 30 compressions to 2 ventilation, or if two rescuers are providing CPR, 15 compressions to 2 ventilations.
- If patient's HR is >60, but the respiratory effort is inadequate, initiate ventilations with a BVM at 12 – 20 ventilations per minute. Ventilate gently, with enough volume to cause gentle chest rise.

ILS PROVIDERS

- Establish IV/IO of NS
- Secure airway, utilizing an advanced airway if needed (Extraglottic Airway)

ALS PROVIDERS

- Assess for symptoms of hypotension or poor perfusion
- Secure airway, utilizing an advanced airway if needed.
    - Ventilate at 12 – 20
    - If CPR is in progress, ventilate at 10 times per minute
- Epinephrine, IVP or IO (1:10,000) 0.01 mg/kg (0.1 cc/kg) to a maximum of 1 mg. Repeat at same dose every 3 – 5 minutes for remainder of resuscitation.
- Rapid transport
- If Epinephrine is administered three times without improvement, or increased vagal tone or AV block is suspected, administer Atropine Sulfate 0.02 mg/kg IV/IO. Repeat this once if needed after 3 – 5 minutes.
    - Minimum single dose for each administration: 0.1 mg; Maximum single dose for each administration 0.5 mg (1.0 mg for an adolescent).
- If the Epinephrine is transiently effective, but bradycardia recurs, consider the initiation of an Epinephrine infusion if time allows.
    - Mix 1.5 mg in 250 cc of NS on a microdrip infuser (Buretrol, Volutrol, etc). Initiate at 5 microdrops per kilogram per minute (equivalent to 0.5 micrograms per kilogram per minute). Titrate to a HR of 100. □ Consider pacing at 100 beats per minute if pacer and pediatric pads available
- As with an adult cardiac arrest, treat appropriately with the following medications if there are specific conditions or potential causes that warrant their administration:
    - Known or suspected hyperkalemia, renal failure, or hypocalcemia: Calcium Chloride - 20 mg/kg IV/IO SIVP
    - Calcium channel blocker overdose: High Dose Epinephrine (3 mg 1:1000) every 5 minutes IV/IO and Calcium Chloride 10% - 20 mg/kg IV/IO Slow IVP
        - Opiate OD: Naloxone Initial dose of 0.01mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
- Tricyclic Overdose: 1 mEq/kg Sodium Bicarbonate followed by an infusion of 1 mEq/kg in 1 liter of NS at 500 cc/hr
- Hypoglycemia: Dextrose 25%, 1 Gm/kg

PEDIATRIC PULSELESS ELECTRICAL ACTIVITY

Treatment Indications: The patient will be at least 3 months of age and up to approx. 16 y.o., pulseless and apneic with an organized rhythm on the ECG monitor. Consider, and expeditiously treat, underlying causes such as hypovolemia, hypoxemia, acidosis, tension pneumothorax, cardiac tamponade, drug overdose, etc.

ALL EMS PROVIDERS

- Establish Primary Management, being particularly vigilant in oxygenation and ventilation.
- Follow the Cardiac Arrest Guidelines found under Pediatric Asystole (Page 98).

PEDIATRIC SUPRAVENTRICULAR TACHYCARDIA

Treatment Indications: The patient will usually have a heart rate >220. The monitor will show a rhythm with a Supraventricular origin and a QRS of <0.08 seconds.

ALL EMS PROVIDERS

- Establish Primary Management
- Expeditious transport ILS PROVIDERS
- IV of NS, as needed, enroute.

ALS PROVIDERS

- Assure oxygenation, ventilation and venous access.
- Obtain 12 Lead ECG
- Diagnostic Clues
    - Sinus Tachycardia: Compatible history with known cause; p waves present/normal; R-R interval may be variable, but P – R interval is constant; Infant HR usually < 220, child HR usually < 180
    - SVT – History is vague, non-specific, and non-explanatory of reason for tachycardia; Patient may have hx of abrupt rate changes; P waves absent or abnormal; HR is not variable; Infant HR usually > 220, child usually > 180
- STABLE
- Assure treatment of possible causes: hypovolemia, hypoxia, acidosis, hypoglycemia, etc.
- Transport
- UNSTABLE – Patient showing signs and symptoms of hypoperfusion (diminished LOC, etc)
- If venous access is in place:
    - Adenosine 0.1 mg/kg, maximum dose of 6 mg, follow with a rapid NS 5 - 10 ml bolus
    - Adenosine can be doubled and repeated once if SVT persists. Max dose is 12 mg, followed by a rapid NS 5-10ml bolus.
    - If no response, sedate if needed and/or if time allows with 0.2 mg/kg midazolam (max dose of 5mg) and proceed with synchronized cardioversion at 1 joule/kg; repeat at 2 joules/kg
- If venous access is unavailable or delayed go directly to synchronized cardioversion
- Rapid Transport

PEDIATRIC VENTRICULAR FIBRILLATION & PULSELESS VENTRICULAR TACHYCARDIA

Treatment Indications: The patient will be unconscious, unresponsive, pulseless, and apneic. The monitor will show ventricular fibrillation.

ALL EMS PROVIDERS

- Establish Primary Management with particular vigilance in securing and maintaining oxygenation and ventilation
- Follow the Cardiac Arrest Guideline for Defibrillation and CPR guidelines.

ILS PROVIDERS

- Establish IV of NS
  - IO access should be considered after 1-2 failed IV attempts
- Administer Epinephrine 1:10,000 IVP or IO, 0.01 mg/kg (0.1 cc/kg), repeating that dose every 3 – 5 minutes as long as the patient remains pulseless.

ALS PROVIDERS

- If defibrillation has not been performed, defibrillate once at 2 Joules/kg, followed by 2 minutes of CPR.
  - During the 2 minutes of CPR, assure the airway is secured with the most appropriate advanced airway (Extraglottic Airway), and assure venous access (IV/IO).
- After 2 minutes of CPR, check a pulse and determine the patient's rhythm. If indicated, defibrillate at 4 Joules/kg, and initiate CPR for 2 minutes.
- Administer Epinephrine 1:10,000 0.01 mg/kg (0.1cc/kg), and repeat this dose every 3 – 5 minutes if indicated.
- After 2 minutes of CPR, check a pulse and determine the patient's rhythm. If indicated, defibrillate at 4 Joules/kg, and initiate CPR for 2 minutes. Continue this pattern of "Defib - 2 minutes of CPR – Pulse/Rhythm Check – Defib" as indicated for the duration of the resuscitation.
- Administer Lidocaine 1 mg/kg IVP/IO, repeating every 5 minutes to a maximum total dose of 100 mg.
- If rhythm is thought to be torsades de pointes (polymorphic ventricular tachycardia), draw up 50 mg/kg grams Magnesium Sulfate 50% with a 12 cc syringe, then add enough normal saline to have a total of 10cc of volume, and administer this over 5-20 minutes.
- As with an adult cardiac arrest, treat appropriately with the following medications if there are specific conditions or potential causes that warrant their administration:
  - Known or suspected hyperkalemia, renal failure, or hypocalcemia:
    - Calcium Chloride - 20 mg/kg IV/IO Slow IVP
  - Calcium channel blocker overdose:
    - High Dose Epinephrine (0.1 mg/kg 1:1000) every 5 minutes IV/IO
    - Calcium Chloride - 20 mg/kg IV/IO Slow IVP
- Opiate OD
  - Naloxone - Initial dose of 0.01 mg/kg, if ineffective then subsequent dosing at 0.1 mg/kg slow IV/IM/SQ/IO/MA (one half dose administered in each nare for MA) up to 2 mg.
- Tricyclic Overdose:
- 1 mEq/kg Sodium Bicarbonate followed by an infusion of 1mEq/kg in 1 liter of NS at 500 cc/hr
- Hypoglycemia
  - Dextrose 25%, 1 Gm/kg
- Generally, pediatric cardiac arrest patients should be transported. However, in cases of obvious death, contact an MCEP for consultation regarding cessation of the resuscitation.

PEDIATRIC VENTRICULAR TACHYCARDIA

Treatment Indications: The patient will have a pulse and show sustained ventricular Tachycardia (wide complex QRS greater than 0.08 seconds) on the ECG monitor

ALL EMS PROVIDERS

- Establish Primary Management
- Explore treatment of possible causes: hypovolemia, hypoxia, acidosis, hypoglycemia, etc.
- Expeditious Transport

ILS PROVIDERS

- IV of NS, as needed for unstable patient, enroute

ALS PROVIDERS

- STABLE
  - Lidocaine: 1.0 mg/kg IVP
  - If no response, rebolus Lidocaine 0.5 mg/kg every 5 minutes to a maximum total dose of 100 mg.
  - It rhythm converts, initiate a Lidocaine drip at 1 mg/min.
  - Assess efficacy of ventilation/perfusion at regular intervals
  - If rhythm is not responsive to Lidocaine, CONTACT MEDICAL CONTROL for potential orders to proceed with administration of Adenosine
    - Adenosine 0.1 mg/kg, maximum dose of 6 mg, follow with a rapid NS 5 - 10 ml bolus
    - Adenosine can be doubled and repeated once if SVT persists. Max dose is 12 mgs, follow with a rapid NS 5 -10 ml bolus.
  - If no response, consider proceeding to the Unstable V-Tach Guideline. (See below)
- UNSTABLE – Patient showing signs and symptoms of hypoperfusion (diminished LOC, etc)
  - If venous access is in place, sedate if needed and/or if time allows with midazolam 0.2 mg/kg (max dose of 5 mg) IVP/IO
  - Perform synchronized cardioversion at 1.0 Joule/kg; if unsuccessful, repeat synchronized cardioversion at 2.0 joules/kg
  - If unsuccessful, administer 1mg/kg Lidocaine if venous access is available; wait approximately 1 minute, then perform the third synchronized cardioversion at 2 joules/kg.
    - If venous access is not yet available, proceed with the third synchronized cardioversion. After this third synchronized cardioversion, secure venous access, and initiate Lidocaine therapy.
  - If the third cardioversion is unsuccessful, wait 5 minutes and repeat the Lidocaine at 1 mg/kg (max total dose of 100mg), wait approximately 1 minute, and perform synchronized cardioversion at 2 joules/kg.
    - If rhythm converts after any defibrillation, administer a Lidocaine drip at 0.5 mg per minute (about 8 microdrops per minute).
  - If after four synchronized cardioversions, the patient is still in an unstable V-Tach, CONTACT AN MCEP for consultation and orders to continue electrical therapy.

NEONATAL RESUSCITATION

Treatment Indications: The patient is a newborn who requires resuscitative intervention. Extent and level of intervention is patient condition dependent.

ALL EMS PROVIDERS

- Establish Primary Management
- DO NOT delay delivery if birth appears imminent.
- After delivery of head:
    - If meconium is present and the baby is vigorous after delivery (APGAR = >8), quickly suction meconium and any other secretions only by mouth as completely and quickly as possible Warm and dry the baby.
    - If the baby is not vigorous (APGAR <7), place in supine position in slight Trendelenburg position, and open/maintain airway. Consider finger sweep and/or bulb suction attempt. Warm and dry the baby.
    - Initiate blow-by high flow oxygen if the baby has adequate respiratory effort, but do not chill the baby.
    - If respiratory rate is less than 30 breaths per minute, or the baby is apneic, gasping, or has persistent central cyanosis despite high flow blow-by oxygen AND/OR the baby's HR< 100, begin ventilations with the appropriate bag valve mask and 100% oxygen at a rate of 40 to 60 ventilations per minute, and provide tactile stimulation.
    - Palpate the brachial or femoral pulse, the umbilical cord, or if necessary, use a stethoscope to auscultate at the apical area of the heart. If the heart rate is less than 60 or absent, begin compressions.
        - Encircle the newborn's chest and place both thumbs on the lower one-third of the sternum. Compress at a rate of 120 times per minute. A compression to ventilation ratio of 3:1 at 120 events/min rate is preferred; otherwise a compression to ventilation ratio of 15:2 is acceptable.
    - If the heart rate increases to above 60 bpm, discontinue compressions, but do not hesitate to begin compressions if the HR drops below 60 at any time. Continue ventilations at a rate of 40 – 60 per minute.
    - Rapid Transport / Request ALS.

ILS AND ABOVE PROVIDERS

- Establish IV (IO after 2 failed attempts) of NS
- Perform glucometry utilizing heel stick blood or venous blood & if BGL is < 60 mg/dl, administer 1 gram per kilogram SIVP of D10% over twenty minutes
- If non-addict mother has used narcotics within the past four hours, consider naloxone initial dose of 0.01 mg/kg IV or IO for the infant with respiratory depression unresponsive to conventional resuscitation, subsequent doses at 0.1 mg/kg (max 0.4 mg/dose) to a maximum of 2 mg.
- DO NOT administer naloxone to infants of addicted mothers.

ALS PROVIDERS

- If meconium is present and the baby's APGAR is < 7 after delivery, quickly cut the cord, and without overstimulating the baby consider finger sweep and/or bulb suction attempt. Once the airway is clear, ventilate with a bag valve mask and 100% oxygen.
- If IV or IO access has been obtained, and there is reason to suspect hypovolemia due to dehydration, hemorrhage, or third-spacing, bolus the neonate with 10cc per kg of NS over 5 – 10 minutes. Repeat if necessary.
- Administer medications ONLY if compressions and positive pressure ventilation with 100% oxygen do not raise the HR >60.
- If all of the above treatments have not increased the baby's HR to >60, then administer Epinephrine 1:10,000 IVP, 0.01-0.03 mg/kg (0.1-0.3 ml/kg). Repeat every 3-5 minutes.

OBSTETRIC / GYNECOLOGICAL EMERGENCIES

CHILDBIRTH – ASSISTING WITH A FIELD DELIVERY

Treatment Indications: An imminent delivery indicated by one or more of the following: the mom reporting that the baby is coming; reported rectal pressure (urge for bowel movement) from the mother; crowning of the baby's head; a strong urge to push with contractions; etc. Obtaining the mother's history of previous pregnancies and the length of labor during those pregnancies may provide additional insight. If a decision is made to assist with a delivery at a residence or anywhere other than the back of a transporting unit, there should be no factors that indicate the need for immediate transport, such as a prolonged rupture of membranes (> 24 hours), abnormal presentation, prolapsed cord, known multiple fetuses, a known maternal drug abuse history, or other known potential fetal or maternal complications. ALS should be considered for all imminent delivery calls as the risk for resuscitation and airway compromise with the baby as well as excessive hemorrhage of the mother is always of potential concern.

ALL EMS PROVIDERS

- Position the mother appropriately. While the supine position might seem the best for the caregivers assisting the mother, it often contributes to decreased maternal cardiac output, an increase in the mother's back pain, and less effective contractions. Consider a semi-sitting or left lateral recumbent maternal position. Don't be surprised if the mother would rather attempt to deliver the baby in a squatting or "hands and knees" position.
- Prepare yourself for assisting the delivery. Open the OB kit before you need its contents. Don the appropriate personal protective equipment.
- Create a clean field for delivery, with a towel or drape under the mother's buttocks, another below the vaginal opening, and one across her lower abdomen.
- Place oxygen on the mother at an appropriate flow rate
- As the baby's head emerges, if the amniotic sac has ruptured, look for signs of meconium staining and prepare to treat appropriately. If the sac has not ruptured, tear the sac to release the fluid. Assure the sac is removed from the baby's face prior to a first breath.
- Apply gentle counter – pressure to the baby's head with the palm of a hand to prevent an unexpected precipitous delivery. As soon as possible during delivery of the head, check for a nuchal umbilical cord (wrapped around the baby's neck), and if present, slip it over the head. If it is too tight to do this, quickly but carefully place two umbilical clamps about 2 inches apart and, ideally with bandage or umbilical scissors (rather than a scalpel), cut the cord between the clamps.
  If the rather drastic action of cutting a nuchal cord is taken, the baby's only supply of oxygen is cut off. The remainder of the delivery should take place as quickly as possible to facilitate stimulation of the baby's respiratory effort.
- After delivery of the head, past recommendations were that in the presence of meconium, the baby's mouth and nose were suctioned before the shoulders delivered. This has shown no benefit, and is no longer recommended.
- If meconium is present and the baby is vigorous after delivery (APGAR = >8), consider finger sweep and/or bulb suction attempt if necessary. Warm and dry the baby.
- The head should turn towards the mother's left or right; with the mother's next contraction, gently guide the baby's head downward (toward the mother's buttocks) to allow delivery of the upper shoulder, and then guide the baby's body upward (toward the mother's abdomen) to deliver the lower shoulder. At this point, the rest of the baby will deliver quickly. The caregiver must be prepared to support the infant's body as it emerges.
- Once fully delivered, note the time of birth, and initiate drying, warming, positioning, appropriate suctioning and, if necessary, stimulation of the infant. Place the baby on the mother's abdomen, with the head below the body to facilitate drainage of fluid from the airway. Administer oxygen blow-by (without cooling the baby) as needed. Clean, dry and wrap baby in clean sheet, towel, or blanket. Cover the baby's head, and put the baby to the mother's breast, if she intends to breast feed. Perform the APGAR assessment on the baby (detailed on the next page).
- If the baby's respirations and movement are depressed or abnormal despite above, refer to the Neonatal Resuscitation guideline (Page 104).
- Cutting the cord is not necessarily a priority, and in fact, delaying the cord cutting until at least it stops pulsating is beneficial to the baby. Transport should not be delayed to cut the cord. If cutting the cord during transport is indicated, then once the cord stops pulsating (about 4 – 7 minutes after delivery) clamp

- (the umbilical cord about 6 - 7 inches from the baby, and again about 9 - 10 inches from the baby, and cut the cord between the clamps.
- The placenta may take up to 30 minutes to deliver. After it delivers, gently massage the uterine fundus to help decrease maternal hemorrhage.

ILS AND ABOVE PROVIDERS

- Initiate large bore IV of NS to mother, titrate to maintain LOC, HR & end organ perfusion.
- Evaluation at Birth: The APGAR scoring system:
- Obtain APGAR assessment score at earliest reasonable opportunity (1 & 5 minutes)

Evaluation Factor	0	1	2
Appearance (Skin Color)	Body and Extremities blue, pale	Body pink, extremities blue	Completely pink
Pulse rate	Absent	Below 100 per minute	100 per minute or above
Grimace (Irritability)	No Response	Grimace	Cough, sneeze, or cry
Activity (Muscle Tone)	Limp	Some flexion of extremities	Active motion
Respiratory effort	Absent	Slow and irregular	Strong Cry

CHILDBIRTH, ABNORMAL

Treatment Indications: Breech birth, Limb presentation or Prolapsed cord.

- ALS response is required for all the following abnormal or critical situations. Consider a helicopter response if available.
- Initiate emergent transport at the earliest opportunity, and meet the ALS transport unit enroute.
- Ensure maternal primary management including high flow oxygenation 12 – 15 lpm via NRB (regardless of respiratory distress).
- Contact the receiving hospital ASAP in order for obstetrical care to be available immediately upon arrival of the patient.
- Specific care for particular abnormal presentations is found in the following guidelines.

CHILDBIRTH, FULL BREECH DELIVERY

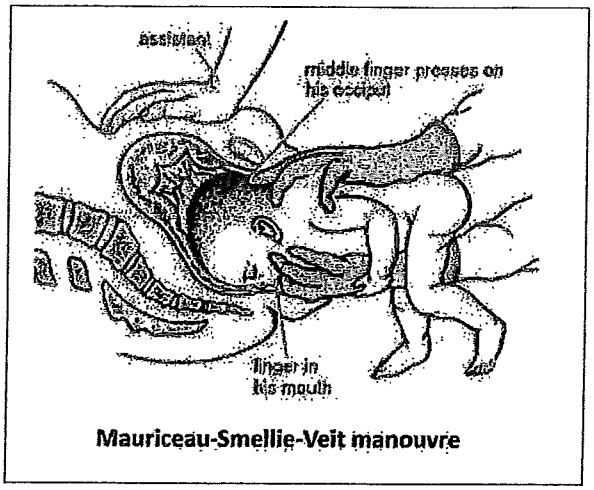
Condition Information: Breech presentations are most commonly associated with preterm birth, placenta previa, multiple births, and uterine and fetal anomalies. Approximately 4 percent of all live births are breech births.

ALL EMS PROVIDERS

- Prepare for delivery as described for a normal delivery (draping, etc)
- Breech deliveries are better dealt with in a hospital. Positioning the mother on her left side, and asking her if she can avoid pushing and breathe through contractions, may delay birth until she can be transported to an appropriate facility. But with the long transports in Sandoval County, delivery may be imminent and unavoidable.
- Since some breech births are preterm, the infant may deliver without significant difficulties, and in fact, could deliver rather rapidly, depending on gestational age.
- Once the breech delivery begins, the lower extremities will often quickly deliver. Support the infant's body, and if the baby's head delivers spontaneously, proceed with suctioning airway (mouth and nose), then dry and wrap baby as you would with a normal delivery.
- If the gestational age and size is more advanced, some assistance may be required for the delivery of the hips. The breech baby is often facing the mother's right or left side. Usually, the baby's anterior (closest to mother's abdomen) hip will deliver first, and as you support the baby's body gently upward, the posterior (closest to mom's back) hip will deliver. If the legs have not delivered by now, they will usually come free at this point, and the baby will emerge up to the umbilicus.
- Once the umbilical cord is visualized, if it is pulled taut, it should be pulled gently down and out of the vagina to create slack for the remainder of the delivery. To reduce the risk of asphyxia, the head should be born within 5 minutes of this point. Encourage the mom to push HARD with contractions. □ The shoulders are usually not a problem to deliver, but if there is any difficulty, they are usually delivered by depression of the buttocks and extracting the anterior shoulder with a gloved finger. The baby's body is then raised gently, and the posterior shoulder should deliver.
- The baby will now usually rotate into a face down/bottom up position. Support the body as necessary.
- Do NOT pull on the baby, despite the temptation. Lift the body slightly, just to where the body is parallel to the floor, but NOT extending the baby's neck.
- Have a caregiver apply gentle pressure directly above the pubic bone (below the fundus), to flex the baby's head down. When the mother pushes, the head will usually deliver. (This is NOT the Mauriceau maneuver).
- If the head does not deliver, continue rapid transport and assure ALS intercept. Create an airspace for which the baby to breath by inserting two gloved fingers in a "V" shape into the vagina. Keep the baby's body warm by draping with towels, etc, and keep the umbilical cord warm and moist if it is still pulsating.

BLS PROVIDERS

- If the head does not deliver within 4 – 6 minutes, perform the MAURICEAU Maneuver as defined below:
- Having a caregiver support the body, insert your gloved hand with two gloved fingers in a "V" shape, much as described previous for creating an airway for the baby.
- Place your fingers on the fetal maxilla, applying enough pressure to tuck and flex the child's head. The maneuver is to tuck, NOT PULL, the head.
- Place your other hand gently over the occiput to aid in flexion.
- During the mother's next contraction, have her push hard, during which another caregiver should apply suprapubic pressure to assist with the flexion of the head and assist with the delivery.



Mauriceau-Smellie-Veit manouvre

- Be prepared for maternal hemorrhage, with or without successful delivery of the baby. Establish IV access and treat appropriately'

CHILDBIRTH - LIMB PRESENTATION

Condition Information: Limb presentations occur when the fetus is in a transverse lie in the uterus, and the arm or leg protrudes from the vagina. This is seen in less than 1% of deliveries, and is most often associated with preterm birth and multiple gestation situations. This is a life-threatening situation for the fetus.

ALL EMS PROVIDERS

- Place mother in knee-chest position (prone, resting on her knees and upper chest), and secure her as well as possible for transport. Deliver high flow oxygen to the mother and discourage pushing.
- Transport immediately to a hospital with caesarian section capability (Women's Hospital, Presbyterian Medical Center, and UNMH). Air support is certainly a consideration if your transport time will be more than 30 – 40 minutes. Advise the receiving hospital of the situation as soon as possible.

ILS/ALS PROVIDERS

- Initiate an IV of NS, titrating to the mother's blood pressure.

CHILDBIRTH - PROLAPSED CORD

Condition Information: Umbilical cord prolapse occurs when the umbilical cord precedes the fetal presenting part, causing the cord to be compressed between the fetus and the bony pelvis. This shuts off fetal circulation, potentially a fatal event for the fetus. This occurs once in every 250 deliveries. Cord prolapse is associated with premature rupture of the amniotic membranes, prematurity, multiple gestation, and abnormal fetal presentation (breech, transverse, etc).

ALL EMS PROVIDERS

- Place mother in knee-chest position (prone, resting on her knees and upper chest), and secure her as well as possible for transport. Administer high flow oxygen to the mother.
- Insert a gloved hand into the vagina and gently but effectively push the presenting part that is compressing the cord.
- Uterine contractions will be forcing the baby down toward you at regular intervals.
- Once your hand is in the vagina, the caregiver will often remain in that situation until the baby is delivered by caesarian section at the hospital.
- Once this maneuver is completed, a pulsating cord is reassuring if the caregiver feels it against their hand. However, do NOT compress on the cord to see if it is pulsating, as it could cause a vasospasm of the cord vessels.
- If the cord protrudes outside of the vagina, keep it moist and warm as possible with saline and dressings.
- The fetus' best hope for survival is rapid transport and early caesarian section, so transport expeditiously but safely to a facility capable of providing the necessary care (Women's Hospital, Presbyterian Medical Center, and UNMH). Air support is certainly a consideration if your transport time will be more than 30 – 40 minutes. Advise the receiving hospital of the situation as soon as possible.

CHILDBIRTH - WRAPPED (NUCHAL) CORD

Condition Information: This occurs when the umbilical cord wraps around the fetal neck. When found during an otherwise normal delivery, intervention is required. This is a fairly common condition.

ALL EMS PROVIDERS

- As soon as possible during delivery of the head, check for a nuchal umbilical cord. If present, slip it over the head.
- If it is too tight to do this, quickly but carefully place two umbilical clamps about 2 inches apart and, ideally with bandage or umbilical scissors (rather than a scalpel), cut the cord between the clamps.
    - If the rather drastic action of cutting a nuchal cord is taken, the baby's only supply of oxygen is cut off. The remainder of the delivery should take place as quickly as possible to facilitate stimulation of the baby's respiratory effort.

CHILDBIRTH – SHOULDER DYSTOCIA

Condition Information: Shoulder dystocia is one of the most frequently occurring complications of labor and delivery. Shoulder dystocia occurs after delivery of the head, when the width of the fetal shoulders is wider than the maternal pelvic inlet, and the anterior fetal shoulder becomes impacted against the maternal symphysis pubis. While it makes sense that this would occur with a very large fetus, about half of all cases occur with average sized fetuses. Risk factors include gestational diabetes, prior shoulder dystocia, post-term pregnancy, a short maternal stature, and abnormal pelvic structure.

Condition Description: Labor may appear to be progressing normally, although slowly. The head may emerge after a long & slow crowning process. Once emerged, the head will either rotate very slowly, or not at all. The fetal head then appears to pull back against the perineum. At this point, if you check for a nuchal cord, you will find the head tightly applied to the perineum and it will be difficult to actually reach the neck. The fetal head will begin to change color – purple to black, and if you try to assist in the delivery of the shoulder, you will feel resistance and be unable to do so. True shoulder dystocia is a bone – on – bone impaction, and is a true threat to the fetus' life.

ALL EMS PROVIDERS

- If the mother is on the gurney (or the floor), create space beneath her bottom by placing pillows or a bedpan under her buttocks. This will allow for more room for the head later in the delivery.
- Assure ALS response, initiate transport, and utilize air transport if appropriate.
- Do NOT pull on the baby's head.
- Initiate high flow oxygen for the mother.

ILS/ALS PROVIDERS

- McRobert's Maneuver
    - Have the mother grasp her knees and pull her thighs back onto or alongside her abdomen, as if she was trying to put her knees into her armpits. Her shoulders should be flat on the surface of which she is lying.
    - While the mother is in the McRobert's position, have another caregiver stand on the mom's side that the baby is facing away from, and apply deep pressure straight down just above the mother's pubic bone (NOT pressure on the fundus). This will hopefully adduct the anterior shoulder, reducing the diameter of the shoulder girdle, and allow the anterior shoulder to deliver. The caregiver should use a steady pressure initially, but if unsuccessful, should apply the pressure in a rocking motion.
    - With both of these maneuvers applied, have the mother push with a focused effort. Guide the head downward with a gentle pressure, but DO NOT STRESS THE NECK.
    - If the shoulder is released, be prepared for a quick delivery of a slippery infant.

The McRobert's maneuver will resolve most cases of shoulder dystocia. However, if they do not, proceed to the:

- Gaskin Maneuver
    - Have the mother flip herself over to her hands and knees.
    - Grasp the fetal head, and gently guide it downward attempting to deliver the posterior shoulder (which is now uppermost).
    - The turning from the mother's back to her hands and knees changes the angle of the pelvis, enlarges the pelvic diameter, and often shifts the fetal position to allow for delivery.
    - Again, if the shoulder releases, the baby will deliver quickly
- If none of these are successful, rapidly transport the mother, repeating the above maneuvers enroute.
- If delivery is accomplished, the baby will often need aggressive resuscitation.
- Prepare for significant postpartum bleeding, and treat appropriately.

CHILDBIRTH – HEAVY VAGINAL BLEEDING (POSTPARTUM HEMORRHAGE) FOLLOWING DELIVERY

Condition Information: Postpartum hemorrhage is the loss of more than 500 cc of blood immediately following delivery, occurring in about 5% of deliveries. The most common cause is uterine atony, or lack of uterine muscle tone. There can be many other causes, including placenta previa, abruptio placentae, retained placental parts, clotting disorders, and vaginal or cervical tears.

ALL EMS PROVIDERS

- Place the patient in Trendelenburg position.
- Firmly massage the fundus after the delivery of the placenta.
    - This will be uncomfortable for the mother, but is important in stimulating the uterus to contract.
- Place dressings against the vaginal area. DO NOT place anything inside the vagina.
- Cold packs may help in the stopping of bleeding, if the mother can tolerate it.
- Put baby to breast as suckling may assist in stopping bleeding.
- Initiate high flow oxygen, and treat her for shock.

ILS AND ABOVE PROVIDERS

- Enroute, initiate 1-2 large bore IVs of NS, titrate to maintain LOC, HR & end organ perfusion. Aggressive fluid resuscitation is encouraged.

ALS PROVIDERS

- If bleeding cannot be controlled, mix 10 units of pitocin/oxytocin in 500 cc's of NS and administer this at 125cc/hr, titrating to bleeding cessation (using 60 drip tubing the drip rate is 125 mgtts/min).

PREECLAMPSIA – MILD AND SEVERE

Condition Information: Preeclampsia is a hypertensive disorder of pregnancy, and is a complication seen in approximately 6% of pregnancies. Hypertensive emergencies of pregnancy account for 15% of all maternal deaths during pregnancy, so early recognition is imperative. Preeclampsia is categorized as either mild preeclampsia or severe preeclampsia. These designations are further explained below. When preeclampsia progresses to seizures or coma, the condition is termed eclampsia. The eclampsia treatment guideline can be found immediately after this preeclampsia treatment guideline. Note: Preeclampsia can occur up to six weeks after delivery.

MILD PREECLAMPSIA: Treatment Indications: Mild preeclampsia is defined as a sustained blood pressure of 140/90 or above. Edema is often listed as a signature sign of preeclampsia, but edema is fairly commonplace in pregnancy, and about a third of mild preeclampsia patients present with no edema at all, so it is a rather unreliable sign for mild preeclampsia. Patients with mild preeclampsia are often managed at home on bed rest, but it is conceivable to be called to assist and transport a patient with this condition.

ALL EMS PROVIDERS

- Establish and maintain an airway and appropriate oxygenation.
- Position the patient on her left side in the left lateral recumbent position to avoid supine hypotension syndrome.
- Maintain low stimulus environment with low level lighting and minimizing extraneous noise.

ILS AND ABOVE PROVIDERS

- Establish venous access with an isotonic solution at a TKO rate.
- Perform field glucose determination. If < 60 mg/dl, administer Dextrose 50% per the hypoglycemia guideline.
- ECG Monitoring

SEVERE PREECLAMPSIA: Treatment Indications: Severe preeclampsia may develop suddenly and present with any of the following: a systolic pressure of 160mm Hg or greater and/or a diastolic pressure of 110mm Hg or greater; generalized edema apparent in the face, hands, sacral area, lower extremities, and the abdominal wall; headache, blurred vision and other visual disturbances (visual disturbances can indicate an impending seizure); nausea, vomiting, and anxiety; Abdominal pain (especially RUQ) and epigastric pain caused by liver edema and swelling (another sign of impending seizure); hyperactive reflexes and clonus.

ALL EMS PROVIDERS

- Same as for Mild Eclampsia

ILS AND ABOVE PROVIDERS

- Same as for Mild Eclampsia

ALS PROVIDERS

- Consider administration of Magnesium Sulfate per the following:
- Patient's systolic BP > 160 and/or diastolic BP > 110, contact MCEP for an order of 2 Gm MgSO4 IV diluted in 50 – 100 cc and administer slow IVP/IO, over several minutes.
- Patient's systolic BP > 150 and/or diastolic BP > 100 and the patient exhibits at least 2 signs and symptoms of severe pre-eclampsia (severe headache, blurred vision, or abdominal pain) contact MCEP for an order of 2 Gm MgSO4 diluted in 50 – 100 cc and administer slow IVP/IO, over several minutes.

ECLAMPSIA

Condition Information: When preeclampsia progresses to seizures or coma, the condition is termed eclampsia. The usual presentation is tonic-clonic seizures lasting less than a minute following signs of severe preeclampsia. Partial seizures (various SxS of focal type seizure with consciousness maintained) or complex partial seizures (various SxS of focal type seizure with alteration of level of response) also can occur. Some patients will progress directly into coma without an observed seizure. Most patients who develop eclampsia show marked edema, increased BP and other SxS of severe preeclampsia (see previous guideline), but up to 30% of eclamptic patients do not have these classic SxS. Note: Preeclampsia can occur up to six weeks after delivery.

ALL EMS PROVIDERS

- Establish and maintain an airway with suction, and administer high flow oxygen.
- Protect the patient from injury, as with any seizure.
- Ventilate the patient as necessary.
- Rapid Transport / ALS intercept

ILS AND ABOVE PROVIDERS

- Establish venous access with an isotonic solution at a TKO rate.
- Perform field glucose determination. If < 60 mg/dl, administer Dextrose 50% per the hypoglycemia guideline.
- ECG Monitoring

ALS PROVIDERS

- Consider Magnesium Sulfate and/or Midazolam per the following:
- Dilute 4 Gm $MgSO_4$ in 50 – 100 cc and administer slow IV push, over 5 – 10 minutes.
- Initiate a $MgSO_4$ drip at 30 mg/min (Mix 4 Gm of $MgSO_4$ in 250 cc NS, and run it at 120 cc/hr with minidrip tubing).
    - Magnesium is contraindicated in patients with renal failure.
    - If magnesium is administered too rapidly (i.e., faster than parameters listed above) or the patient receives an overdose, severe hypotension, arrhythmia, respiratory and/or cardiac arrest may occur. In this event, and if your transport time is greater than 15 minutes, contact MCEP for possible order of:
        - 10 ml Calcium Chloride 10% over 10 minutes.
- If seizure continues after $MgSO_4$ administration, proceed to midazolam administration, preparing as well to actively manage the patient's airway due to respiratory depression. (See Seizure guideline Page 72)
- Transport ASAP

ECTOPIC PREGNANCY

Condition Information and Treatment Indications: This condition should be suspected in any woman of childbearing age complaining of abdominal pain, mild or severe. Additionally, the patient may have signs and symptoms of shock, syncope, and possibly vaginal bleeding, (30% of patients have no external bleeding). Ectopic pregnancy occurs in nearly 1 of every 45 reported pregnancies, and accounts for 10% of all maternal deaths. Field diagnosis is difficult, with a high index of suspicion appropriate treatment and transport being the most critical actions for the patient. Final diagnosis will be made in the E.D.

ALL EMS PROVIDERS

- Establish primary management
- Rapid transport

ILS AND ABOVE

- Initiate 2 large bore IV of NS; titrate to maintain LOC, HR and end organ perfusion. Consider Pain Management (Page 46).

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TRAUMA EMERGENCIES

TOURNIQUET

Designation of Condition: Tourniquets can be an effective means of mitigating uncontrolled exsanguination from a limb or extremity caused by a traumatic injury. This tool should be considered in the event of a life threatening extremity hemorrhage that cannot be controlled by other means.

ALL PROVIDERS CONTRAINDICATIONS:

- Non-extremity hemorrhage
- Proximal extremity location where tourniquet application is not practical Procedure:
- Place tourniquet proximal to wound, the best points of application are high on the upper arm under the armpits for brachial arteries and high on the upper thigh within the groin area for femoral arteries.
- Tighten per manufacturer instructions until hemorrhage stops and/or distal pulses in affected extremity disappear.
- Secure tourniquet per manufacturer instructions
- Note time of tourniquet application and communicate this to receiving care providers
- Dress wounds per standard wound care protocols
- If one tourniquet is not sufficient or not functional to control hemorrhage, consider the application of a second tourniquet more proximal to the first.
- Consider pain control
- Application of tourniquets will mandate the Quality Assurance review process

ASSAULT / RAPE (CRIMINAL SEXUAL PENETRATION AND/OR ASSAULT)

Documentation is essential. Assure that Law enforcement activation and response has occurred or is at least in progress. Protect and preserve evidence and the scene. Comfort and reassure the victim. Advise the patient against, eating, drinking, bathing, smoking and urinating if possible. Encourage the patient to wear or at least bring the clothing he or she was wearing at the time of the assault, if possible. Any victim of sexual assault should be encouraged to receive a Sexual Assault Exam at an Emergency Department or at the Sexual Assault Nurse Examiner (SANE) Facility. NM State law mandates reporting of all suspected child abuse cases, and Child Protective Services should be contacted if appropriate.

ALL EMS PROVIDERS

- Establish Primary Management
- Treat injuries as appropriate.
- Transport any patient to the appropriate Emergency Department presenting with any of the following conditions:
    - Any history of loss of consciousness or other sign of head injury; incoherent or combative behavior; an altered mental status, or suspected intoxication/overdose
    - An oxygen saturation <90%, or a pulse >110, or a systolic BP <90 mmHg or >180 mmHg, or any dysrhythmia
    - Any history of compromised airway, or the potential for such based on a history of attempted strangulation or ligature restraint
    - Significant trauma and/or uncontrolled bleeding
    - Any indication of suicidal behavior or ideation
- Unless the patient's injuries warrant transport to a trauma center, the patient should be transported to their hospital of choice, hospital of insurance or the closest hospital. This patient will be transported later to SANE for evaluation when cleared by the emergency department.
- Minimize the number of caregivers having contact with the patient.
- Unless significant uncontrolled bleeding is suspected, vaginal and perianal exposure and examination is not appropriate.
- If the patient is otherwise uninjured and does not want or need transport to an Emergency Department, but wants the Sexual Assault Exam and further counseling and information, you may contact the SANE (Sexual Assault Nurse Examiner) Facility at 883-8720. You will speak with a SANE nurse, and will inform them that you have an individual that is appropriate for transport to meet with the SANE personnel at the Family Advocacy Center, 625 Silver, SW. It is preferable that the patient be transported via privately owned vehicle or law enforcement. However, if EFD is the only alternative, the patient should be offered transport. It is prudent to advise the patient that this is a billable transport, but that it might be paid for by the Facility.
- In the instance that EFD transports a patient to SANE, the EFDcaregiver should give a report to the SANE nurse via phone or through Regional Dispatch. There is no Med Radio communication possible.
- Verify that Facility staff will be there to receive the patient. If Facility staff is not there to receive the patient, then transport the patient to the E.D. per guideline.

BITES: ANIMAL/INSECT/SNAKE/HUMAN

ANIMAL/INSECT: Animal bites, except in rare instances, are not life or limb threatening. More limbs are endangered because of inappropriate treatment than from the bite itself.

ALL EMS PROVIDERS

- Establish Primary Management
- Remove constrictive clothing and jewelry.
- Gently irrigate wound with sterile saline and dress.
- Notify Animal Control / Law Enforcement in the event of an animal bite.

ILS AND ABOVE PROVIDERS

- If fluid replacement is needed while enroute to the hospital, initiate an IV of NS and titrate to maintain LOC, HR & end organ perfusion.
- In the event of isolated extremity involvement, pain relief may be appropriate according to the pain management guideline (Page 46). If in doubt, contact a MCEP for advice.

ALS PROVIDERS

- If the patient was bitten by a Black Widow and severe signs and symptoms are present, consider pain management guideline (Page 46).

HUMAN: All human bites should be evaluated in an emergency department because of the high risk for infection. Primary field care as above is indicated.

SNAKE BITE: More limbs are lost because of inappropriate treatment with ice, tourniquets and "cut and suck" than from the bites. Try to determine type of snake. Bring the dead snake to the hospital if possible. Do not delay transport. If the snake is alive and in the vicinity, do not attempt to secure or kill snake.

ALL EMS PROVIDERS

- Establish Primary Management
- Remove constricting clothing or jewelry.
- Flush with sterile saline. Immobilize affected area below heart level. Keep patient calm.
- Mark inflammation boundaries, if present.
- Notify the hospital to assure anti-venom resources.
- Maintain extremity in neutral position.
- If patient has anaphylactic type response, treat appropriately per anaphylaxis/allergic reaction guideline.
- If the snake is an elapid (coral snake) or of an exotic variety (cobra, mamba, adder, etc. found at pet stores, or private owners), obtain what type of snake it is if it does not delay transport. Additionally, for coral and exotic bites only, apply an ace type or kerlix type wrap, starting above the bite and extending below the bite. It should be done similarly to how you would wrap a sprained ankle (approximately 50 mmHg of pressure), which is enough to occlude lymphatic flow, but not venous or arterial flow. Do NOT use this technique with the more common Pit Vipers (rattlesnakes, etc).

ILS AND ABOVE PROVIDERS

- Enroute, initiate IV of NS and titrated to maintain LOC, HR and & end organ perfusion.
- For pain control, see pain management guideline (Page 46).
- If a TCFD paramedic is not on scene, the ILS caregiver must contact a MCEP for orders for Fentanyl or Morphine Sulfate, and administer as previously described in the Pain Management guideline (Page 46).

ALS PROVIDERS

- For pain control, see pain management guideline (Page 46).

BURNS

Superficial – red skin (like sunburn) Superficial Partial Thickness – red skin, often with blisters Deep Partial Thickness – blistering (very painful) often difficult to distinguish from full thickness. Full Thickness – all skin layers & possibly deeper structures involved (may be pain free), often lacks blanching and tenderness, dry leathery, often charred appearance. Rules of Nines: (Table represents anterior & posterior)

	ADULT	CHILD
HEAD	9%	18%
CHEST-BACK	18%	18%
ARM	9%	9%
LEG	18%	13.5%
PUBIC-PERINUEM	1%	1%

- The palm of a patient's hand represents 1% body surface area.
- Be alert for patients with respiratory problems from smoke or chemical inhalation, respiratory tract burns or burns involving the face, head or chest.
- Major burns should be transported to the Regional Burn Center (University Hospital) as soon as possible.
- Local stabilization may be required before transport to University Hospital.
- Major burns are categorized as:
- Partial thickness burns > 10% in adults and > 5% in children.
- Full Thickness injuries > 5% body surface area
- All severe full-thickness burns involving hands, face, eyes, ears, feet and perineum. □ Circumferential burns.
- All burns that compromise circulation.
- All burns with evidence of respiratory involvement or inhalation.
- All high voltage electrical injuries.
- Burns with associated multi-system trauma.
- All high-risk patients (underlying medical problems, especially respiratory).
- Moderate Burns should be transported to a facility that is capable of treating them.
- Moderate burns include:
- All Partial thickness burns of <10% in adults and <10% in children
- Full thickness injuries of <5% body surface area.
-

ALL EMS PROVIDERS

- Establish Primary Management
- Chemical Burns – identify contaminant, flush with water for a minimum of 10 minutes.
- Brush off dry chemicals before irrigation.
- Gently wash with water for a minimum of 10 minutes if burning process has started.
- Estimate depth and percent of area injured.
- Partial Thickness burns <10% of adult and <5% of child, may be cooled with water for 10 – 15 minutes and covered.
- Cover with sterile burn sheets and keep warm.
- When burns are associated with severe trauma, trauma guidelines will supersede burn guidelines.
- Burns with suspected airway involvement (facial burn, singed nasal hair, carbonaceous sputum, change in voice or wheezing), and burns >20% body surface area require paramedic intervention. (All major and moderate burns deserve paramedic assessment and intervention.
- Immediate stabilization should take place at closest hospital facility with early activation of aeromedical transport.
- In the absence of available aeromedical support, ground transport should consider transportation of any serious burns directly to University Hospital in Albuquerque.

- CONTACT MEDICAL CONTROL to discuss patient destination decisions, as appropriate.

ILS AND ABOVE PROVIDERS

- Enroute initiate IV, and titrate to maintain LOC, HR & end organ perfusion. If burned surface area >20% bolus patient with 20cc/kg. □ Consider repeating bolus of 20cc/kg as necessary.
- DO NOT place IV in burned skin region unless absolutely necessary.
- 2" catheters are preferred.
- For pain control, see pain management guideline (Page 46).

ALS PROVIDERS

- For pain control and anxiety, depending on hemodynamic and airway stability, see pain management guideline (Page 46).
- For airway control in the presence of a respiratory burn with signs of airway compromise, refer to ALS Provider Airway Guideline (Page 40).

BURNS with DELAYED RESPONSE AND OR TRANSPORT

Designation of condition: For patients who have sustained burns more than one hour prior to first contact by EMS.

ILS AND ABOVE PROVIDERS

- Fluid resuscitation at 4 cc/kg/%Total Body Surface Area (TBSA), the first half of that amount in the first eight hours since the burn, the remainder of that amount in the following 16 hours. If the patient is already > one hour from the time of the burn, modify accordingly.

Example: 4 cc x 69 kg x 30 percent TBSA = 8400 cc with 4200 cc in the first 8 hours, the remaining 4200 cc over the next 16 hours. If the patient is 3 hours post-burn, the first 4200 cc would be administered over 5 hours.

- Ensure the airway is secured appropriately prior to transfer. Contact an MCEP for advice if needed.
- Monitor all vital signs q 15 min or more frequently in severe burns, especially lung sounds & SPO2
- Ensure that the patient is dry and kept warm.

FRACTURES – EXTREMITY

Designation of Condition: Treat significant dislocations, strains and sprains as a fracture until proven otherwise.

ALL EMS PROVIDERS

- Establish Primary Management
- If a distracting injury exists, consider providing spinal motion restriction (if appropriate) and transport.
- If patient is stable or if isolated injury exists, check distal pulses and sensation before and after splinting, and reassess frequently.
- Splint injuries in position found. If limb must be moved for extrication or transport, gently straighten and splint. Immobilize the joints proximal and distal to the injury.
- If extremity or joint is severely angulated with absent pulses, or loss of sensation or strength distally, gently straighten to anatomically correct positioning. Reassess circulation.
- Most isolated hip, acetabular and high femur fractures are best managed WITHOUT the use of a rigid device such as a backboard and/or vacuum splint. Carefully placing the patient on a soft gurney will dramatically increase comfort and minimize pain during transport.
- PELVIC BINDERS for patients with major trauma and unexplained hypotension

ILS AND ABOVE PROVIDERS

- Enroute, initiate isotonic IV, on unaffected side, to maintain LOC, HR, and end organ perfusion.
- For patients exhibiting significant pain, with only isolated extremity trauma and hemodynamic stability, See pain management guideline on (Page 46).
- If an EFD paramedic is not on scene, the ILS caregiver must contact a MCEP for orders for Fentanyl or Morphine Sulfate, and administer as previously described (Page 46).

ALS PROVIDERS

- For pain control, see pain management guideline (Page 46).

FROSTBITE

Treatment Indications: Localized cold injury may be superficial or deep.

ALL EMS PROVIDERS

- Establish Primary Management
- Remove victim from cold environment, & protect areas from further injury.
- Remove any wet/cold clothing.
- Cover with dry sterile dressings.
- Superficial frostbite can be warmed with ambient heat.
- Deep frozen areas must be protected from further injury – do not attempt field re-warming.
- Do not massage, apply ointments, break blisters or engage in aggressive warming of injured area.

ILS AND ABOVE PROVIDERS

- Consider IV initiation, titrating to the patient's condition.
    - If the frostbite is localized to fingers and/or toes, and the patient is complaining of severe pain, see Pain management guideline (Page 46).

EYE INJURIES

Designation of Condition: The patient will present with signs and symptoms of eye pain due to superficial corneal abrasions, mace or pepper spray exposure or welders burns (UV keratitis).

All EMS PROVIDERS

- Establish Primary Management For Chemicals or Foreign Objects
- Assess for obvious trauma to globe or cornea. If found, do not irrigate, cover both eyes with a loose dry dressing.
- Where there is no obvious trauma to the globe, gently flush eyes with NS for at least 15 minutes, or until 1 L of NS has been used. Do not be concerned with removal of contact lenses in the field unless broken. Treat by irrigation, like any foreign body.
- In the case of exposure to law enforcement type chemical agents such as Pepper Spray, transport may not be required following eye flushing if symptoms of eye irritation are resolved.
- Consider covering both eyes to help decrease eye movement.
- Do not patch any penetrating or open eye injury. May cover without any pressure on the globe (e.g., with a cup).

ALS PROVIDERS

- Instill two drops of anesthetic solution Tetracaine Hydrochloride before irrigation. Tetracaine is contraindicated in the presence of penetrating eye injuries. When in doubt, CONTACT MEDICAL CONTROL.

HEAD INJURY – INCREASING INTRACRANIAL PRESSURE

Designation of Condition: The patient will be suspected of having increased intracranial pressure due to traumatic injury. A history of trauma associated with any or all of the following: slowing pulse rate, increasing blood pressure, increasingly irregular respiratory pattern, altered level of consciousness, unequal pupils, repetitive speech patterns, seizures, or presence of Cerebral Spinal Fluid (CSF) leak.

ALL EMS PROVIDERS:

- Establish Primary Management
- Monitor serial GCS and document q 5 minutes for patients who present with GCS < 8
- Ensure adequate oxygenation - SaO2 > 90%
- Ensure adequate perfusion - Systolic BP > 90 - 100 mmHg
- If BVM ventilation is needed, most patients will be ventilated at a rate of about 12 ventilations per minute. If the patient exhibits signs of significantly increasing intracranial pressure and impending herniation (e.g. development of unilateral/asymmetrical pupil dilation, unreactive pupils, or extensor posturing), then ventilate at a rate of 16 – 20 ventilations per minute. For pediatric patients, the ventilation rate should be about 20 ventilations per minute, unless there are SxS of herniation, at which time ventilate up to 30 times per minute. Continue to monitor and document serial GCS every 5 minutes and if pupils improve (become symmetric), return to normal ventilation.
- Request ALS intercept for patients with GCS < 8 and prolonged transport if not already enroute.
- BGL, if altered mentation

ILS AND ABOVE PROVIDERS:

- If BGL < 60 mg/dl, administer 12.5 Gm D50W, recheck blood glucose, if < 60, administer additional 12.5 Gm D50W and recheck.
- Titrate IV NS to keep systolic BP > 90 mmHg
- **Do not administer nitroglycerine or otherwise attempt to lower the blood pressure for ANY patient with hypertension from head injury.**

ALS PROVIDERS:

- If patient is being ventilated, ensure that ETC02 is maintained at 30 – 35 mmHg.
- Follow airway management guidelines (Page 41) as appropriate and Altered Mental Status – Agitation guideline (Page 54) if necessary.

HYPOTENSION AND SHOCK

Treatment Indications: SBP <90mmHG. May be accompanied by elevated HR, sweating and shortness of breath. May be due to blood loss, anaphylaxis, sepsis, central nervous system trauma, or fluid loss.

ALL EMS PROVIDERS

- Establish Primary Management
- Rapid Transport
- Oxygen at 10-15 lpm by non-rebreather mask
- Modified Trendelenburg, keep patient warm and give nothing by mouth (NPO).
- If possible, treat the specific cause of the hypotension, i.e.: anaphylaxis

ILS PROVIDERS

- Initiate 2 large bore IVs of NS, titrate to maintain LOC, HR & end organ perfusion.
- Cardiac Monitor

ALS PROVIDERS

- Advanced airway as needed.
- After appropriate fluid resuscitation, and if the source of the hypotension is non-hemorrhagic in nature, consider:
- See the specific clinical guideline

HYPERTHERMIA

Treatment Indications: A group of disorders brought on by exposures to excessive heat where body temperatures may be normal or elevated. These disorders are usually associated with some degree of dehydration.

Definitions:

- Febrile Seizures – Sudden increase in body temperatures may cause seizures particularly in infants and children.
- Heat Cramps - Large muscle group cramping, usually after prolonged or heavy exertion. There should be no changes in the patient's level of response.
- Heat Exhaustion – Often a progression from Heat Cramps. Symptoms include: moist, pale and clammy skin, dilated pupils, normal temperature, weakness, dizziness, headache, or nausea. There should be no changes in the patient's level of response.
- Heat Stroke – A progression from Heat Exhaustion. This condition is defined by mental status changes, ie: confusion, coma, etc. The patient may have reddened, flushed skin, which may or may not be sweaty. Often, there are constricted pupils, high temperature, a strong and rapid pulse, deep and rapid respirations, decreased blood pressure, dry mouth, and/or possible seizures.

ALL EMS PROVIDERS

- Establish Primary Management
- Remove patient from warm environment
- Rapidly cool patient by whatever reasonable means possible (minimize shivering).
- If patient is alert without nausea, encourage oral hydration, using an electrolyte solution when available.
- If LOC deteriorates further, place cold packs under patient's arms, and at neck, ankles and head. Consider cooling with cold, wet dressings.

ILS PROVIDERS

Heat Cramps:

- IV of NS as necessary to support LOC, HR and end organ perfusion. Bolus in 250 - 500 cc increments, reevaluate LOC, VS, and lung sounds between boluses.

Heat Exhaustion:

- IV of NS as necessary to support LOC, HR and end organ perfusion. Bolus in 250 - 500 cc increments, reevaluate LOC, VS, and lung sounds between boluses.

Heat Stroke:

- IV of NS as necessary to support LOC, HR and end organ perfusion. Bolus in 250 - 500 cc increments, reevaluate LOC, VS, and lung sounds between boluses.
- If there is a question about the source of the patient's diminished level of response, refer to altered mental status guideline as needed (Page 52).

ALS PROVIDERS

- Consider ALS airway guidelines (Page 41) if the patient's level of response deteriorates significantly. Should intubation be necessary, treat as a patient with increasing intracranial pressure.

HYPOTHERMIA EMERGIENCIES

Treatment Indications: Depressed core temperature < 95 degrees Fahrenheit. Handle the hypothermic patient gently. Rough handling may cause Ventricular Fibrillation. Conditions, medications and substances that may predispose a patient to develop hypothermia include: exhaustion, diabetes, hypothyroidism, iron deficiency, anorexia, renal failure, tricyclic antidepressants, anti-psychotics, narcotics, benzodiazepines, steroids, caffeine, alcohol and nicotine.

ALL EMS PROVIDERS

- Establish Primary Management
- Remove victim from cold environment
- Remove any wet/cold clothing
- Monitor vital signs for one full minute at the carotid or by auscultation of heart sounds.
- If any pulse is detected, do not perform CPR
- If no pulse is detected, refer to the Hypothermia Cardiac Arrest guideline
- Assist respirations with warm humidified Oxygen, if available, at a rate of 8 – 10 per minute.
- Cover torso with warm blankets
- Consider wrapping heat packs and placing them under the patient's arms, groin, and posterior neck.

ILS AND ABOVE PROVIDERS

- Cardiac Monitor
- Enroute, initiate warm IV of NS

HYPOTENSION AND SHOCK

Treatment Indications: SBP <90mmHG. May be accompanied by elevated HR, sweating and shortness of breath. May be due to blood loss, anaphylaxis, sepsis, central nervous system trauma, or fluid loss.

ALL EMS PROVIDERS

- Establish Primary Management
- Rapid Transport
- Oxygen at 10-15 lpm by non-rebreather mask
- Modified Trendelenburg, keep patient warm and give nothing by mouth (NPO).
- If possible, treat the specific cause of the hypotension, i.e.: anaphylaxis

ILS PROVIDERS

- Initiate 2 large bore IVs of NS, titrate to maintain LOC, HR & end organ perfusion.
- Cardiac Monitor

ALS PROVIDERS

- Advanced airway as needed.
- After appropriate fluid resuscitation, and if the source of the hypotension is non-hemorrhagic in nature, consider:
    - Treatment per specific clinical guideline

SPINAL MOTION RESTRICTION

Designation of Condition: Spinal Motion Restriction (SMR) is indicated for trauma patients when there is a suspicion of spinal injury based on mechanism of injury or patient complaining of pain in the area of the spinal cord.

ALL EMS PROVIDERS

- EMS First Responders should consider SMR based on training.
- When in doubt, limit patient movement and provide in-line stabilization until arrival of higher trained personnel.

BLS AND ABOVE PROVIDERS

IF MECHANISM EXISTS FOR SPINAL INJURY;

- Perform Spinal Assessment
- Declare positive spinal assessment if any of the following exist:
  - Pain, tenderness, or deformity in posterior midline over any vertebra
  - Unexplained focal neurologic deficit
  - Unreliable spinal exam:
    - Altered mental status
    - Alcohol/drug intoxication
    - Painful distracting injury
    - Age < 3

POSITIVE SPINAL ASSESSMENT:

- Place C-Collar
- If patient is ambulatory on scene or if they can safely self-extricate:
- Assist to cot o If patient is not ambulatory, or if extrication is required:
- Use rigid extrication device as needed to move patient to cot o Remove rigid extrication device once patient on cot if possible
- Head may be supported with headblock or similar device to prevent rotation
- Secure patient with seatbelts in supine position (or in position of comfort if supine position not tolerated)

IF NEGATIVE SPINAL ASSESSMENT:

- Transport in position of comfort
- Place C-Collar if patient age > 65
- Consider IV/IO access
- Consider Pain Control (Page 46).

NOTE:

- No patient shall be transported on a backboard or other rigid extrication device unless removing patient from the device interferes with critical treatments or interventions
  Exception: patient may be transported with vacuum splint in place
- C-Collar may be removed if interfering with airway or airway placement, or if causing extreme distress

TRAUMA – AMPUTATIONS

Designation of Condition: The patient presents with an extremity (e.g., hand, foot, leg, toe, finger) that has been completely or partially amputated. Extremity parts are potentially salvageable. Optimal results occur when reimplantation occurs within a few hours (less than six hours post injury).

ALL EMS PROVIDERS

- Establish Primary Management
- Enroute, consider rinsing the amputated parts with NS to remove loose debris. DO NOT scrub.
- Apply a tourniquet to the remaining limb portion if significant bleeding
- Wrap loosely in dry gauze.
- Place into plastic bag.
- DO NOT pour water into bag and do not cool directly with ice. Place sealed bag in ice water bath, when possible.
- Notify Medical Control of possible surgical candidate, and seek direction to appropriate Medical Facility.

ILS AND ABOVE PROVIDERS

- Enroute, Initiate 1 - 2 large bore isotonic IVs. Titrate to maintain LOC, HR, and end organ perfusion.
    - For patients exhibiting significant pain, with only isolated extremity trauma and hemodynamic stability, consider:
    - See pain management guideline (Page 46).
    - If aN EFD paramedic is not on scene, the ILS caregiver must contact a MCEP for orders for Fentanyl or Morphine Sulfate, and administer as previously described.

ALS PROVIDERS

- For pain control, see pain management guideline (Page 46).
- **Morphine is not appropriate for potential multi-systems trauma patients, or patients who present with unstable vitals.**
- **CONTACT MCEP** for additional orders, if necessary

TRAUMA – BLUNT & MULTI-SYSTEMS

Transport should be initiated AS SOON AS POSSIBLE. Longer scene times should occur only in rare situations, (e.g. the scene is unsafe, the patient is not accessible, and the patient has a precarious airway requiring prompt invasive intervention, multiple patients, or a belligerent and combative patient who requires arrival of extra personnel).

- Prolongation of scene time is **unacceptable** for the following:
  - To await the arrival of a helicopter - may rendezvous enroute when necessary if ground transport is going to take longer than 30 – 40 minutes.
  - To begin IVs at the scene, when ground transport is available

ALL EMS PROVIDERS

- Establish Primary Management, See Spinal Motion Restrictions
- Begin immediate transport to appropriate facility

ILS AND ABOVE PROVIDERS

- Initiate large bore isotonic IVs. Titrate to maintain LOC, HR, and end organ perfusion.
- If hypotensive, bolus 20 cc/kg as needed and reassess.
- Critically unstable presentation - rapid transport and ALS required
- For pain control, see pain management guideline (Page 46).

ALS PROVIDERS

- Advanced Airway procedures as necessary
- If patient is verbalizing pain, is exhibiting other SxS consistent with pain (grimace on palpation, etc) and:
- Patient has palpable radial pulses
- For pain control, see pain management guideline (Page 46).

TRAUMA – PENETRATING

Designation of Condition: All penetrating trauma to the chest, abdomen, back or groin, penetrating neck wounds, proximal penetrating extremity injuries, penetrating head trauma with unconsciousness or deteriorating neurological signs. Transport should be initiated AS SOON AS POSSIBLE. Longer scene times should occur only in rare situations, (e.g. the scene is unsafe, the patient is not accessible, the patient has a precarious airway requiring prompt invasive intervention, multiple patients, or a belligerent and combative patient who requires arrival of extra personnel).

- Prolongation of scene time is **unacceptable** for the following:
  - To await the arrival of a helicopter - may rendezvous enroute when necessary if ground transport is going to take longer than 30 – 40 minutes.
  - To begin IVs at the scene when ground transport is available

ALL EMS PROVIDERS

- Establish Primary Management, including the appropriate dressing of wounds if time allows.
- Begin immediate transport to appropriate facility, which in most cases will be the University of New Mexico Hospital
- Occasionally, in the northern portion of our county, St. Vincent Hospital in Santa Fe may be a destination. If so, advise them you have a "Trauma Stat", which is their in-house code for a serious trauma, if indeed your patient is serious or critical.
- Spinal motion restriction (backboarding) is very seldom necessary for patients with penetrating trauma. Refer to the Spinal Motion Restriction Guideline (Page 129).

ILS AND ABOVE PROVIDERS

- Initiate large bore isotonic IVs. Titrate to maintain LOC, HR, and end organ perfusion.
- Bolus 20 cc/kg as needed and reassess. Generally, if a systolic blood pressure of about 90 mmHg is obtained, the IV can be set at a rate of about 500/hr.
- Critically unstable presentation - rapid transport and ALS required
- For pain control, see pain management guideline (Page 46).

ALS PROVIDERS

- Advanced Airway procedures as necessary
- If the wound is an isolated extremity injury, consider pain management (Page 46).

APPENDIX

SPECIAL SITUATIONS

The "No Guideline" Guideline

It is understood that no set of guidelines could ever be "all inclusive." With that understanding, occasionally EMS providers will be faced with situations that do not fit a certain guideline, or no guideline exists addressing the situation. In these circumstances the paramedic on scene may consider all allowable treatment options within the Torrance County Fire Department Treatment Guidelines and the New Mexico Scope of Practice and discuss appropriate management options with an MCEP, if he or she believes that such interventions are necessary and in the best interests of the patient.

The paramedic must inform that MCEP that no guideline exists to cover this particular situation, and the MCEP will then advise the paramedic as to how to proceed with the treatment of that patient.

There are also times when communications with an MCEP is not possible due to remote locations throughout the County and where access through radio or cell phones is not available. In these circumstances the paramedic on scene may consider all allowable treatment options within the Estancia Fire Department Treatment Guidelines and the New Mexico Scope of Practice, if he or she believes that interventions are necessary and in the best interest of the patient he or she may perform those interventions without the actual contact of the MCEP as may be required by the Treatment Guidelines or New Mexico Scope of Practice.

If the "No Guideline" Guideline is used in delivering patient care, it will be the responsibility of that Paramedic to notify the receiving MCEP of the care that was done under this Guideline as soon as communications can be established, and to also immediately notify both the Fire Chief and Service Medical Director of the situation that had occurred as soon as the call is complete. A Run QA/QI form will be generated by the Paramedic upon completion of the call so that the circumstances of the call can be reviewed as soon as practical.

EMERGENCY INCIDENT REHABILITATION

Designation of Condition: Firefighters die of stress and overexertion illnesses more often than burns/injuries from structural events. Key principles of Emergency Incident Rehabilitation (EIR) include the following:

- Adequate hydration and rest should be maintained at all times while on shift
- Provide continuous medical monitoring to allow early identification of stress and heat related illness
- Immediately ID and treat any potentially serious medical condition detected during an emergency incident
- Treat traumatic injuries

Baseline VS should be recorded for all FF prior to their involvement in an incident. Keep resting and post-aerobic VS for each member confidential but accessible to the rehab sector. Pay special attention to members on betablockers, calcium channel blockers, or diuretics as those drugs alter one's response to heat and cardiovascular stress.

In Coordination with Individual Department SOGs:

EMS personnel shall

- Gather vital signs, HR, BP, Pulse Oximetry, CO-oximetry. If HR > 120, obtain temperature and record it.
- Question personnel and evaluate for medical history and current symptoms.
- Based on the assessments and re-assessments of the personnel, there can be several dispositions as follows:

Triaged to Rest and Rehabilitation:

- Reassess VS after 20 minutes, if within normal limits, may return to duty
- If cannot take or keep down oral re-hydration, reassign to treatment area.

Triaged to Medical Evaluation and Treatment Area:

- If FF has injuries, HR > 120 at entry, BP > 200 systolic or between 100 - 120 diastolic, or < 90 systolic, reassess VS after 10 - 20 minutes and log VS. If after 20 minutes with oral re-hydration and rest, VS have not returned to normal, remove from duty.
- If HR > 140 after approximately 20 minutes, or cannot take or keep down oral fluids. Initiate IV, LR 1 L bolus, and re-assess. May repeat twice prior to MCEP consultation. If HR, BP, temp return to normal and FF is able to take oral fluids and keep them down, may return to duty.

Immediate Transport to Hospital Required:

- If temperature is > 101, HR is > 140 after 20 minutes, or any of the following signs or symptoms of heat exhaustion/stroke or other serious illness are present:
- Headache
- Vomiting
- Chest Pain
- SOB
- Altered Mental Status
- Irregular pulse
- Pulse > 150 at any time, pulse > 140 after cool down
- Systolic BP > 200 after cool-down, and diastolic > 130 at any time
- Follow above IV fluid administration guidelines and transport to hospital. Ensure adequate cooling. Follow appropriate guidelines for Chest Pain, SOB, Heat Exhaustion, etc.
    - General Guidelines for Rehab:
    - Unusual symptoms such as excessive salivation, runny nose, and diarrhea may indicate organophosphate exposure/poisoning. Burning eyes could indicate exposure to chemicals or metal gases. These and any other unusual symptoms should be reported to IC immediately.
    - Adequate water, electrolyte containing fluid and energy containing carbohydrates should be available. Do not provide products that contain caffeine. Cool fluids and shade in warm weather should be a goal, as should warm fluids, warm rehab area in cold weather.
    - Notify IC of disposition of personnel, per Department SOG.

TASER PROBE REMOVAL

Designation of Condition: When the Taser is deployed on a person, EMS personnel may be requested to remove Air Taser probes lodged in a subject's skin. Be aware that secondary injuries may result from falls sustained after the device has been deployed. They may be dazed/confused for several minutes post device deployment. The patient may require additional restraint as defined in guidelines.

PROCEDURE

- Confirm that the Taser has been shut off and is no longer connected to the TASER.
- Obtain vital signs at the earliest opportunity. Violent and combative behavior may be secondary to hypoxia, hypoglycemia, or CNS abnormalities. Obtain O2 sat and BGL as soon as it is feasible. Treat trauma and seizure if applicable. Run a cardiac rhythm strip and ensure that the patient is in normal sinus rhythm with a normal QRS morphology. Document this and attach strip to chart.
- If patient is not alert, oriented to person, place, time, situation, with normal vital signs, including 02 sat and BGL(if appropriate) and a normal rhythm strip, **transport to hospital will be required.**
- Evaluate the anatomical location of the probe (s) puncture zones. High-risk/sensitive zones will require transport to a medical facility for removal. They include:
    - Head region including eyes and ears (If eyes, stabilize probe to minimize movement/pressure on probe during transport)
    - Neck region
    - Breast Groin region
    - Hands or Feet
    - Joints
- Make sure that the EMS Provider (utilizing PPE) stabilizes the hand against the body of the subject during probe removal is at least eight inches away from the probe in order to avoid "raking" the barbed tip across the hand.
- Prior to probe removal (utilize PPE) inform all caregivers that you are about to remove the contaminated sharp.
- When removing a probe, it is important to make sure that the probe remains intact and that the barbed tip did not pull out and remain in the body of the subject. The barbed tip of the probe can break off during probe removal, leaving part of the barb in the subject.
- Examine the probe and the patient closely in an effort to make sure the probe tips did not break off during removal. Accordingly, it is important that the person removing the barb visually inspect it to make sure that the tip is fully intact.
- Thoroughly clean the puncture site. If the barb remains in the subject, the patient will transported to a medical facility for removal.
- Be careful to avoid accidental needle sticks when removing probes. There have been several reported cases where a caregiver removing a probe has sustained an accidental puncture with the contaminated probe.
- Promptly release the probe to Law Enforcement personnel for storage as evidence.
- Provide wound care by cleansing the affected area with sterile saline.
- Inform patient of basic wound care and the need to seek additional care in event that signs of infection (redness-fever-drainage-swelling-etc.) occur.
- Clear and thorough documentation is required in the body of the report narrative whether or not EMS transports the patient.
- MCEP may be contacted to discuss any of the above.

CRITERIA FOR TRAUMA TEAM ACTIVATION

TRAUMA ALERT PROTOCOL

PURPOSE: To provide an immediate trauma system response for the trauma patient meeting the following criteria:

AIRWAY
LIFE THREATENING COMPROMISE

1. Field intubations/Surgical Airway
2. REQUIRES IMMEDIATE INTUBATIONS
3. REQUIRES SURGICAL AIRWAY

BREATHING

1. Respiratory rate >30 or <10
   Pediatric >40 or <15
2. Blunt chest trauma affecting oxygenation/ventilation

CIRCULATION

1. BP <90 systolic
   Pediatric for age 2 or less, <80 systolic
2. Tachycardia ≥ 130
   Pediatric for age 2 or less >50
3. Pt. requiring blood transfusion en-route

DISBILITY
HEMODYNAMIC INSTABILITY

1. Unconsciousness, posturing, paralysis, seizure
   paresthesias
2. GCS ≤ 11
   Pediatric GCS ≤ 12 (altered responsiveness)

EXPOSURE

1. Penetrating Injuries to neck, trunk or head
2. Major amputations
3. Crush to torso or upper thighs
4. > 20% burns or any burn involving airway

PHYSIOLOGIC

1. Any viable pregnancy with significant MOI
   (e.g; ejection, rollover, fatality, etc)
2. Extremes of age <5 or >65 with significant MOI
   (Ejection, rollover, fatality, intrusion) and/or
   co-morbid conditions (e.g: coagul)

- Lifeguard Dispatch activates Trauma Alert per Criteria
- Emergency Dept. MD/RN can activate upon presentation if not done PTA
- **272-3115=TAP**

University Hospitals * UNM Health Sciences Center
TRAUMA CENTER PROTOCOL Cev. 7/15/95, Rev 4/1/97, 1/5/98, 2/13/04, 8/15/2007

TRAUMA STAT ACTIVATION FOR CHRISTUS ST. VINCENT HOSPITAL SANTA FE

Trauma-Stat is the term used to request the activation of the Trauma Team at Christus St. Vincent Hospital (SVH). This activation allows for the highest state of readiness and preparation prior to the trauma patient's arrival at SVH. Trauma-Stat provides a mechanism for EMS to request the activation of the Trauma Team when indicated by the appropriate triage criteria of the trauma patient at the scene.

Trauma-Stat Activation Criteria

- Systolic Blood Pressure < 90 mmHg and clearly indicating hemodynamic instability
- Decreased Level of Consciousness with GCS < 9 secondary to trauma
- Obvious penetrating injury to head, neck, torso or extremity proximal to elbow or knee
- Failed airway
- Obvious flail chest
- Obvious pelvic fracture resulting from a significant mechanism of injury
- Any partial or full thickness burn involving face or airway
- Any partial or full thickness burns > 20% of body surface in an adult
- Any partial or full thickness burns > 10% of body surface in a child
- Two or more obvious proximal long bone fractures
- Also consider activating Trauma-Stat for a trauma patient < 5 or > 54 years old or obviously pregnant, and/or significant pre-existing illness with a significant mechanism of injury.

MULTICASUALTY INCIDENT – MCI

This guideline provides organization and structure for managing emergencies that result in multiple patient injuries, illnesses, or deaths, regardless of the cause. Implementation of the procedures detailed here are directed toward the goal of producing the largest number of survivors while providing for responder and community safety, accountability, welfare and environmental concerns.
This document provides specific guidance for an MCI and uses the NIMS Incident Command System (ICS) as required by the State of New Mexico.

Definitions:

System Level MCI:
An incident that taxes the immediate area EMS system.
Low Level MCI:
An incident with 5 patients of which 2 or more are Red Tag (critical) patients.
High Level MCI:
An incident with more than 5 patients, or more than 2 Red Tag (critical) patients.

Procedures:

Scene Size Up:

- The first unit on scene will commit to the following actions (DO NOT BEGIN TREATMENT): Confirm that an MCI exists Have Dispatch notify and dispatch the EFD EMS Chief (or other Command Staff if the EMS Chief is unavailable). Rapidly assess the incident Estimate the number of patients Determine the need for additional EMS resources Determine the need for additional outside agencies, resources or specialized equipment (e.g., law enforcement, HazMat, heavy equipment)
-

Notification of Hospitals:

The appropriate notification to area hospitals concerning the existence of a MCI should occur as soon as possible by the Incident Commander or designated officer. Specific information (e.g., unit, patient numbers, criticality, etc.) should be conveyed directly to these hospitals as the incident progresses.

- Contact Torrance County Communications Center, and advise them of the incident (County Command page for MCI). They can then utilize the EM Resource to notify the hospitals of the situation. If Christus St. Vincent Hospital will be getting patients, have Torrance County Communications Center contact and advise them of the situation.
- Coordinate transport destination(s) with AAS Dispatch (If no TCFD Command staff on scene for transportation officer) based onTCFD MCI SOG #____. Advise them of tag color and number of patients on board.
- Transporting units should not be making individual radio reports in a large scale MCI unless there is a significant change in patient condition.

Assignment of Officers:

The Incident Commander (IC) may assign the following positions as needed:
Triage Officer
Staging Officer
Public Information Officer (PIO)
Treatment Officer
Transportation Officer (if required)
Extrication Officer (if required)
Rehabilitation Officer (if required)

Role of EMS Medical Director:
The EMS Medical Director shall be notified of all High Level MCIs at the earliest opportunity. If the EMS Medical Director arrives on scene, s/he shall be briefed upon arrival by the IC, and then sent to the EMS Sector for assignment and further briefing.

- Medical Control when the Medical Director is not present will take place via the written guidelines. See also Medical Control Guidelines (Page 22)
- Personnel are NOT required to CONTACT MEDICAL CONTROL, even to perform life threatening procedures if they are deemed appropriate by field personnel in these situations.

START TRIAGE

Each EFD Unit is equipped with the commercially available START Triage Kit, and each member of the crew should be familiar with the START Triage system.

RED (IMMEDIATE/CRITICAL): These are the patients of the highest priority, which, in most circumstances, are removed and treated first. This category EXCLUDES patients that are in cardiopulmonary arrest, or are near death and have, in the judgment of the Triage Officer, fatal injuries.

YELLOW (DELAYED/SERIOUS): Patients whose injury/illness is serious and needs attention. However, treatment and transport may be delayed until viable RED patients have been treated and transported.

GREEN (MINOR/STABLE): Patients who may have treatment and/or transport delayed. BLACK (DECEASED): Patients who are already dead or so severely injured that death is certain within a short timeframe, regardless of treatment given.

CONTAMINATED: These patients may be from any triage category but need to be grossly decontaminated prior to transport. Colors should be used with Triage Tags, tape, ribbons, tarps, flags, etc.

MCI DISTRIBUTON MATRIX

(Modified from the Bernalillo County/Region 1 distribution plan)

Activity	Hospital	Trauma	Medical
Immediate	University Hospital	Up to 3 red Or 3 yellow Or 3 green (or any combination, not to exceed 3 per wave)	2 patients/wave
Delayed	Presbyterian Lovelace DT Sandoval Regional Rust Medical	1 red Or 2 yellow Or 3 green (or any combination, not to exceed 3 per wave)	2 patients/wave
	Lovelace WS	1 red Or 2 yellow Or 3 green (or any combination, not to exceed 3 per wave)	2 patients/wave
	Kaseman Heart Hospital Lovelace-Women's VA	Up to 2 green	2 patients/wave

Some hospitals may choose to increase their patient allotment, or accept patients with a higher level of acuity. During a "declared" MCI any closed facility will automatically be put on open status (unless on black closure), no facilities will be allowed to close, and no facilities will divert patients brought to them based on the guidelines.

NOTE: For incidents occurring west of Rio Grande River, the use of the West side hospitals in the early stages should be utilized.
For incidents occurring east of the Rio Grande Fiver, the above distribution plan may be utilized as needed.

TORRANCE COUNTY FIRE DEPARTMENT - INTERAGENCY INTERACTION GUIDELINES

Introduction: Emergency Medical Services in Torrance County is provided by a combination of dedicated Career and Volunteer EMS Providers from the six County Fire Districts, EMS Providers from the incorporated entities of the City of Moriarty Fire Department, the Town of Estancia Fire Department, the Town of Mountainair Fire Department, the Encino Fire Department, and the Vaughn Fire Department. Superior EMS provides non-contracted EMS transport for Torrance County and said Municipalities. There will be times that PHI Medical Helicopter, CareFlight Medical Helicopter and Lifeguard Helicopter, Santa Fe County Fire, Bernalillo County Fire, and Albuquerque Area Transport Units will be involved in EMS incidents in Torrance County. In order to achieve the goal of Quality Patient Care, it is critical that interactions between the services be predictable and consistently professional. These guidelines were developed with the intent of facilitating optimal patient care, transfer, and scene flow, and so that all field providers can approach scenes with the same expectations and cooperation.

1. Responders and Caregivers (First Responder, EMT-B, EMT-I, EMT-P) from the County or Municipal Fire District from where the request for service originated are responsible for initially assuming command of the scene and directing patient care and assessment. If the response is in the Town of Estancia town limits, EFD personnel can assume patient care and transport the patient if the patient is appropriate for the highest level EFD provider.

This may include:

- Obtaining patient consent for further treatment and transport if necessary.
- Requesting a transport unit if not already dispatched, or requesting additional personnel, specific fire and/or rescue equipment, and ground and/or air transport units.
- Upgrading, downgrading, or canceling incoming personnel. When downgrading incoming transport units, the incoming unit should generally heed the downgrade. However, there may be times and situations where the transport unit may elect to remain in an emergency response mode despite the on scene personnel's request.
- Obtaining a fully documented and signed liability release on any patient who is refusing treatment and or transport and meets the refusal criteria explained in the EFD EMS Guidelines.

2. The first arriving unit will relay any necessary information regarding the scene and incident (scene safety, scene access, equipment needs, staging, etc) to subsequent arriving units utilizing the county radio system.

3. The first arriving caregiver with the highest level of EMS training will assume charge of and direct patient care while awaiting the transport unit.

4. Upon arrival of the transporting unit, they shall receive at least an oral report from the most appropriate on scene caregiver. The transporting unit shall assume patient care responsibility after the patient report from the on scene caregiver.

5. First arriving and primary care providers will continue to assist in patient care under the direction of the transporting caregivers.

6. All agencies will assist each other in every possible way (i.e. moving/gathering of equipment and stretcher); however, due to risk management considerations, any time there is a patient on a stretcher, members from that agency will facilitate/supervise proper loading and unloading operations of the stretcher providing for patient safety at all times. Other personnel on scene will be utilized to help lift in the interest of patient safety and comfort.

7. If a patient has been loaded into the transport unit prior to the appropriate providers' arrival, it is appropriate for the arriving personnel to inquire if they can be of any assistance. If the transport provider deems assistance unnecessary, the personnel may cancel. Transport will generally not be delayed in order for information gathering and/or report writing if the patient is loaded and ready for transport.

8. If in the judgment of the transport provider that the transport situation will require additional caregivers, Torrance County Fire Department and/or other personnel may be asked to accompany the patient to the hospital in the transporting unit, and should comply for optimal patient care.

9. The Torrance County Fire Department EMS system follows the Incident Command System structure. Be familiar with the ICS and be able to execute it when called for. In these situations, the Incident Commander is in command of all personnel, and will ensure that only properly protected and/or trained responders will be in the "hot" zones. The Incident Commander will direct all incoming personnel to an appropriate staging area for duty assignments.

CRUSH INJURY / CRUSH SYNDROME

ALL EMS PROVIDERS

- If patient is actively trapped and extrication is going to be prolonged, consider activating EMS Medical Director for scene response.
- Basic Airway management
- Spinal Motion Restriction as needed
- Control Bleeding as needed
- Cardiac monitor (if available)
- Oxygen

ILS AND ABOVE PROVIDERS

- IV/IO access
- **Fluid resuscitate, hydrate prior to release of compressive force to minimize hypovolemia and to dilute cellular toxins**
- Adults and Peds-
- 20 ml/kg bolus

Adult maintenance fluid:

- 500 ml/hr maintenance fluid

Pediatric maintenance fluid:

- Pediatric maintenance fluid:
  - Weight up to 10 kg – 4 ml/kg/hr
  - Weight 1-20 kg – 40 ml/hr plus2 ml/kg/hr for each kg between 10 and 20 kg
  - Weight greater than 20 kg – 60 ml/hr plus 1 ml/kg/hr for each kg above 20 kg
- Consider Pain Management
- Consider advanced airway

ALS PROVIDERS

- Pain Management

Release compression and extricate patient

- If unable to release compression and the situation progresses to CRUSH SYNDROME (entrapment lasting longer than 4 hrs) or suspicion of hyperkalemia (peaked T-waves, absent P-waves and/or widened QRS complex) administer:
- Albuterol
  - Adult 5mg via continuous mask nebulization
  - Pediatric 1 yr or older – 5 mg
  - Pediatric less than 1 yr – 2.5 mg
- Calcium Chloride
  - Adult 1 Gm SIVP over 60 sec
  - Pediatrics follow Broselow tape 20 mg/kg SIVP over 60 sec, Max single dose 500 mg

Flush IV tubing with NS prior to administering sodium bicarbonate to prevent precipitation

- Sodium Bicarbonate
  - Adult 1mEq/kg added to 1L NS, run IV wide open just prior to extrication
  - Pediatric 1mEq/kg added to 1L of NS, administer 20 ml/kg IV
- Release compression and extricate

Special Considerations:

Treatment may be compromised by confined space or MCI situation. Ideally start treatment prior to release of compression. Evaluate for early notification of EMS Consortium Physician for utilization in situations where lifesaving procedure such as an amputation, is required due to the inability to extricate the patient.

CYANIDE POISIONING GUIDELINE

Designation of Condition: Inhalation of cyanide gas or ingestion of cyanide crystals prevents the cells of the body from utilizing oxygen. A bitter almond smell may be present. Symptoms are non-specific and rapid in onset. They include: Headache, weakness, nausea, vomiting and confusion. Signs of significant toxicity include: Tachypnea, tachycardia, hypotension, cyanosis, agitation, seizure, and coma. These may progress to cardio-pulmonary arrest if not treated.

NOTE: Multiple patients with similar signs and symptoms should increase your index of suspicion for a chemical event.
NOTE: If suspected exposure has occurred in an enclosed space, do not enter until HAZMAT team determines the scene is safe.

HISTORY: Cyanides are present in the products of combustion of many natural and synthetic materials. Cyanide toxicity should be suspected in victims of smoke inhalation exhibiting concerning signs and symptoms. There are also many industrial uses of cyanide from which exposure may occur, including removal of gold from ore, photography development, electroplating, and cleaning of various industrial metals. In addition, cyanide is a potential agent of chemical terrorism.

ALL PROVIDERS

- Decontaminate patient.
- ABC's. Ensure airway patency.
- Provide suction as needed.
- Provide supplemental oxygen.
- Perform a thorough assessment.
- Rapid transport to Core Facility.

ALS PROVIDERS

- IV/IO NS. Treat hypotension with saline boluses. Frequently re-assess blood pressure and lung sounds. • Hydroxocobalamin (Cyanokit) The decision to administer hydroxycobalamine is empirical and must be based on clinical characteristics. These include hypotension and altered mental status in the context of a known or suspected cyanide exposure. In cases where exposure is suspected, but no significant signs or symptoms are present, contact MCEP prior to treatment.
- Adult: Administer 5 grams IV/IO over 15 minutes (If available). Re-assess blood pressure during and after infusion.
- Child: 69 mg/kg IV/IO over 15 minutes (If available). Re-assess blood pressure during and after infusion.

Each 2.5 gm vial must be reconstituted with 100 mL of normal saline using the supplied sterile transfer spike. The line on each vial represents 100 mL volume. Following reconstitution the vial should be repeatedly inverted or rocked for at least 30 seconds prior to infusion. DO NOT SHAKE. If reconstituted solution is not dark red or if particulate matter is seen after the solution has been appropriately mixed, the solution should be discarded. If seizures occur, treat appropriately (Page 72) If there are associated thermal burns, treat appropriately (Page 121)

NOTE: The extent of cyanide toxicity is dependent on the amount of exposure, route of exposure and length of time exposed. Inhalation of cyanide gas is most rapidly harmful, but ingestion can be severely toxic. Cyanide gas disperses quickly in open spaces and is most dangerous in enclosed areas. It is less dense than air, so it will rise.

DOPAMINE DRIP RATES

Dopamine drip at 5-10 mcg/kg/min (Mix 400 mg dopamine in 250 cc NS solution to make 1600mcg/cc). If need to titrate >10 mcg/kg/min, contact MCEP.
May titrate to 20 mcg/kg/min with MCEP order to keep systolic BP >80 mmHg.

Dopamine Drip Rates: Based on concentration of 1600mcg/cc using 60gtts tubing.

	5mcg	10mcg	15mcg	20mcg
Weight/Kg	**gtts/min**	**gtts/min**	**gtts/min**	**gtts/min**
40	8	16	24	36
50	10	20	30	40
60	12	24	36	48
69	14	28	42	56
80	16	32	48	64
90	18	36	54	72
100	20	40	60	80
110	22	44	66	88
120	24	48	72	96
130	26	52	78	104
140	28	56	84	112
150	30	60	90	120
160	32	64	96	127
169	34	68	102	136
180	36	72	108	144
200	38	76	113	152
200	40	80	120	160

TCFD DRUG FORMULARY

0.9% NORMAL SALINE
ACETAMINOPHEN
ACETYLSALICYLIC ACID (ASA, ASPIRIN)
ACTIVATED CHARCOAL
ADENOSINE
ALBUTEROL
AMIODARONE (CORDARONE)
ANTI-EMETIC AGENTS (ONDANSETRON)
ATROPINE SULFATE
BENZODIAZEPINES (DIAZEPAM, MIDAZOLAM)
DEXAMETHASONE
DEXTROSE
DIPHENHYDRAMINE
DOPAMINE HYDROCHLORIDE
EPINEPHRINE (ADRENALINE)
FUROSEMIDE
HYDROXOCOBALAMIN
IPRATROPRIUM
LIDOCAINE HYDROCHLORIDE
MAGNESIUM SULFATE
NALOXONE (NARCAN)
NARCOTIC ANALGESICS (FENTANYL, MORPHINE SULFATE)
NITROGLYCERIN
NOREPINEPHRINE (LEVOPHED)
OXYGEN
OXYTOCIN
PHENYLEPHRINE
PRALIDOXIME (2PAM)
SODIUM BICARBONATE
TOPICAL OPHTHALMIC ANESTHETIC

7.27.11 NMAC – Effective 8/15/2014

EMS first responders (EMSFR)

(1) The following allowed drugs may be administered and skills and procedures may be performed without medical direction:

(a) basic airway management;
(b) use of basic adjunctive airway equipment;
(c) suctioning;
(d) cardiopulmonary resuscitation, according to current ECC guidelines;
(e) obstructed airway management;
(f) bleeding control via direct pressure and appropriate tourniquet use;
(g) spine immobilization;
(h) splinting (does not include femoral traction splinting);
(i) scene assessment, triage, scene safety;
(j) use of statewide EMS communications system;
(k) emergency childbirth;
(l) glucometry;
(m) oxygen;
(n) other non-invasive procedures as taught in first responder courses adhering to DOT curricula.

(2) The following require service medical director approval:

(a) allowable skills:

(i) mechanical positive pressure ventilation utilizing a device that may have controls for rate, tidal volume, FiO2, and pressure relief/alarm and does not have multiple automatic ventilation modes;
(ii) application and use of semi-automatic defibrillators, including cardiac rhythm acquisition for ALS caregiver interpretation or transmission to a care facility; this includes multi-lead documentation;
(iii) hemostatic dressings for control of bleeding;
(iv) insertion of laryngeal and supraglottic airway devices (examples: king airway, LMA), excluding multi-lumen airways);

(b) administration of approved medications via the following routes:

(i) nebulized inhalation;
(ii) nasal mucosal atomization (MA);
(iii) intramuscular;
(iv) oral (PO);

c) allowable drugs:

(i) oral glucose preparations;
(ii) aspirin PO for adults with suspected cardiac chest pain;
(iii) atropine and pralidoxime via IM auto-injection for treatment of chemical or nerve agent exposure; (iv) albuterol (including isomers) via inhaled administration;
(v) naloxone via nasal mucosal atomizer;

(vi) epinephrine via auto-injection device;

(d) patient's own medication that may be administered:

(i) bronchodilators using pre-measured or metered dose inhalation device;

(ii) naloxone, if provided with a nasal MA or IM delivery system.

EMT-BASIC (EMT-B)

(1) The following allowed drugs may be administered and skills and procedures may be performed without medical direction:

(a) basic airway management;

(b) use of basic adjunctive airway equipment;

(c) suctioning;

(d) cardiopulmonary resuscitation, according to current ECC guidelines;

(e) obstructed airway management;

(f) bleeding control to include appropriate tourniquet usage;

(g) spine immobilization;

(h) splinting;

(i) scene assessment, triage, scene safety;

(j) use of statewide EMS communications system;

(k) childbirth (imminent delivery);

(l) glucometry;

(m) oxygen;

(n) other non-invasive procedures as taught in EMT-B courses adhering to DOT curricula;

(o) wound management.

(2) The following require service medical director approval:

(a) allowable skills:

(i) mechanical positive pressure ventilation utilizing a device that may have controls for rate, tidal volume, FiO2, and pressure relief/alarm and does not have multiple automatic ventilation modes; this skill includes devices that provide non-invasive positive pressure ventilation via continuous positive airway pressure (CPAP);

(ii) use of multi-lumen, supraglottic, and laryngeal airway devices (examples: PTLA, combi-tube, king airway, LMA) to include gastric suctioning;

(iii) application and use of semi-automatic defibrillators, including cardiac rhythm acquisition for ALS caregiver interpretation or transmission to a care facility; this includes multi-lead documentation;

(iv) acupressure;

(v) transport of patients with nasogastric tubes, urinary catheters, heparin/saline locks, PEG tubes, or vascular access devices intended for outpatient use;

(vi) performing point of care testing; examples include serum lactate values, cardiac enzymes, electrolytes, and other diagnostic values;

(vii) hemostatic dressings for control of bleeding;

(b) administration of approved medications via the following routes:

(i) nebulized inhalation;

(ii) subcutaneous;
(iii) intramuscular;
(iv) nasal mucosal atomization (MA);
(v) oral (PO);
(vi) intradermal;

(c) allowable drugs:

(i) oral glucose preparations;
(ii) aspirin PO for adults with suspected cardiac chest pain;
(iii) activated charcoal PO;
(iv) acetaminophen PO in pediatric patients with fever;
(v) atropine and pralidoxime via IM autoinjection for treatment of chemical and/or nerve agent exposure; (vi) albuterol (including isomers), via inhaled administration;
(vii) ipratropium, via inhaled administration, in combination with or after albuterol administration;
(viii) naloxone by SQ, IM, or IN route; (ix) epinephrine, 1:1000, no single dose greater than 0.3 ml, subcutaneous or intramuscular injection with a pre-measured syringe (including autoinjector) or 0.3 ml TB syringe for anaphylaxis or status asthmaticus refractory to other treatments;

(d) patient's own medication that may be administered:

(i) bronchodilators using pre-measured or metered dose inhalation device;
(ii) sublingual nitroglycerin for unrelieved chest pain, with on line medical control only;
(iii) situations may arise involving patients with uncommon conditions requiring specific out of hospital administered medications or procedures; family members or the designated caregiver trained and knowledgeable of the special needs of the patient should be recognized as the expert regarding the care of the patient; EMS can offer assistance in airway management appropriate to their level of licensure, and administer the patient's prescribed medications where appropriate only if the medication is in the EMS provider's scope of practice; EMS services are not expected to provide the prescribed medications for these special needs patients;

(3) Immunizations and biologicals: Administration of immunizations, vaccines, biologicals, and TB skin testing is authorized under the following circumstances:

(a) to the general public as part of a department of health initiative or emergency response, utilizing department of health protocols; the administration of immunizations is to be under the supervision of a physician, nurse, or other authorized health provider;
(b) TB skin tests may be applied and interpreted if the licensed provider has successfully completed required department of health training; (c) in the event of a disaster or emergency, the state EMS medical director or chief medical officer of the department of health may temporarily authorize the administration of pharmaceuticals or tests not listed above.

EMT-INTERMEDIATE (EMT-I)

(1) The following allowed drugs may be administered and skills and procedures may be performed without medical direction:

(a) basic airway management;
(b) use of basic adjunctive airway equipment;
(c) suctioning;
(d) cardiopulmonary resuscitation, according to ECC guidelines;
(e) obstructed airway management;
(f) bleeding control including appropriate use of tourniquet;
(g) spine immobilization;
(h) splinting;
(i) scene assessment, triage, scene safety;
(j) use of statewide EMS communications system;
(k) childbirth (imminent delivery);
(l) glucometry;
(m) oxygen;
(n) wound management.

(2) The following require service medical director approval:

(a) allowable skills:

(i) mechanical positive pressure ventilation utilizing a device that may have controls for rate, tidal volume, FiO2, and pressure relief/alarm and does not have multiple automatic ventilation modes; this skill includes devices that provide non-invasive positive pressure ventilation via continuous positive airway pressure (CPAP);
(ii) use of multi-lumen, supraglottic, and laryngeal airway devices (examples: PTLA, combi-tube, king airway, LMA) to include gastric suctioning;
(iii) application and use of semi-automatic defibrillators, including cardiac rhythm acquisition for ALS caregiver interpretation or transmission to a care facility; this includes multi-lead documentation;
(iv) acupressure;
(v) transport of patients with nasogastric tubes, urinary catheters, heparin/saline locks, PEG tubes, or vascular access devices intended for outpatient use;
(vi) peripheral venous puncture/access;
(vii) blood drawing;
(viii) pediatric intraosseous tibial access;
(ix) adult intraosseous access;
(x) point of care testing; examples include serum lactate values, cardiac enzymes, electrolytes, and other diagnostic values;
(xi) hemostatic dressings for control of bleeding;

(b) administration of approved medications via the following routes:

(i) intravenous;
(ii) nasal mucosal atomization (MA);
(iii) nebulized inhalation;
(iv) sublingual;
(v) intradermal;

(vi) intraosseous;
(vii) endotracheal (for administration of epinephrine only, under the direct supervision of an EMTparamedic, or if the EMS service has an approved special skill for endotracheal intubation);
(viii) oral (PO)
(ix) intramuscular;
(x) subcutaneous;

(c) allowable drugs:
(i) oral glucose preparations;
(ii) aspirin PO for adults with suspected cardiac chest pain;
(iii) activated charcoal PO;
(iv) acetaminophen PO in pediatric patients with fever;
(v) IM autoinjection of the following agents for treatment of chemical or nerve agent exposure: atropine, pralidoxime;
(vi) albuterol (including isomers) via inhaled administration;
(vii) ipratropium, via inhaled administration in combination with or after albuterol administration;
(viii) naloxone;
(ix) I.V. fluid therapy (except blood or blood products);
(x) dextrose; (xi) epinephrine (1:1000), SQ or IM (including autoinjector) for anaphylaxis and known asthmatics in severe respiratory distress (no single dose greater than 0.3 cc);
(xii) epinephrine (1:10,000) in pulseless cardiac arrest for both adult and pediatric patients; epinephrine may be administered via the endotracheal tube in accordance with most current ACLS and PALS guidelines;
(xiii) nitroglycerin (sublingual) for chest pain associated with suspected acute coronary syndromes; must have intravenous access established prior to administration or approval of online medical control if IV access is unavailable;
(xiv) morphine, fentanyl, or dilaudid for use in pain control with approval of on-line medical control; (xv) diphenhydramine for allergic reactions or dystonic reactions;
(xvi) glucagon, to treat hypoglycemia in diabetic patients when intravenous access is not obtainable; (xvii) anti-emetic agents, for use as an anti-emetic only;
(xviii) methylprednisolone for reactive airway disease/acute asthma exacerbation; (xix) Hydroxycobalamine;
(xx) lidocaine (2%, preservative and epinephrine free for IV use) for administration into the intraosseous space on pain responsive adult patients while receiving intraosseous fluids or medications; (d) patient's own medication that may be administered:
(i) bronchodilators using pre-measured or metered dose inhalation device;
(ii) sublingual nitroglycerin for unrelieved chest pain; must have intravenous access established prior to administration or approval of online medical control if IV access is unavailable;
(iii) glucagon;
(iv) situations may arise involving patients with uncommon conditions requiring specific out of hospital administered medications or procedures; family members or the designated caregiver trained and knowledgeable of the special needs of the patient should be recognized as the expert regarding the care of the patient; EMS can offer assistance in airway management appropriate to their level of licensure,

IV access, and the administration of the patient's prescribed medications where appropriate only if the medication is in the EMS provider's scope of practice; online (direct contact) medical control communication must be established with the medical control physician approving the intervention; EMS services are not expected to provide the prescribed medications for these special needs patients;

(e) drugs allowed for monitoring during interfacility transport:

(i) potassium; intermediate EMT's may monitor IV solutions that contain potassium during transport (not to exceed 20 mEq/1000cc or more than 10 mEq/hour);

(ii) antibiotics and other anti-infectives utilizing an infusion pump; intermediate EMT's may monitor antibiotic or other anti-infective agents, provided a hospital initiated infusion has been running for a minimum of 30 minutes prior to the intermediate initiating the transfer, and the intermediate EMT is aware of reactions for which to monitor and the appropriate action to take before assuming responsibility for patient care;

(f) immunizations and biologicals: administration of immunizations, vaccines, biologicals, and TB

skin testing is authorized under the following circumstances:

(i) to the general public as part of a department of health initiative or emergency response, utilizing department of health protocols; the administration of immunizations is to be under the supervision of a physician, nurse, or other authorized health provider;

(ii) administer vaccines to EMS and public safety personnel;

(iii) TB skin tests may be applied and interpreted if the licensed provider has successfully completed required department of health training;

(iv) in the event of a disaster or emergency, the state EMS medical director or chief medical officer of the department of health may temporarily authorize the administration of pharmaceuticals or tests not listed above.

EMT-PARAMEDIC (EMT-P)

(1) The following allowed drugs may be administered and skills and procedures may be performed without medical direction:

(a) basic airway management;
(b) use of basic adjunctive airway equipment;
(c) suctioning;
(d) cardiopulmonary resuscitation, according to current ECC guidelines;
(e) obstructed airway management;
(f) bleeding control including the appropriate use of tourniquet;
(g) spine immobilization;
(h) splinting;
(i) scene assessment, triage, scene safety;
(j) use of statewide EMS communications system;
(k) childbirth (imminent delivery);
(l) glucometry;
(m) oxygen;
(n) wound management.

(2) The following require service medical director approval:

(a) allowable skills:

(i) mechanical positive pressure ventilation utilizing a device that may have controls for rate, tidal volume, FiO2, and pressure relief/alarm and has multiple automatic ventilation modes; this skill includes devices that provide non-invasive positive pressure ventilation (including continuous positive airway pressure (CPAP) and bi-level positive airway pressure (BPAP);
(ii) use of multi-lumen, supraglottic, and laryngeal airway devices (examples: PTLA, combi-tube, king airway, LMA) to include gastric suctioning;
(iii) transport of patients with nasogastric tubes, urinary catheters, heparin/saline locks, PEG tubes, or vascular access devices intended for outpatient use;
(iv) application and use of semi-automatic defibrillators;
(v) acupressure; (vi) peripheral venous puncture/access;
(vii) blood drawing;
(viii) I.V. fluid therapy;
(ix) direct laryngoscopy for endotracheal intubation and removal of foreign body in patients 13 and older; for patients 12 and under, for removal of foreign body only;
(x) endotracheal intubation for patients over the age of 12;
(xi) thoracic decompression (needle thoracostomy);
(xii) surgical cricothyroidotomy;
(xiii) insertion of nasogastric tubes;
(xiv) cardioversion and manual defibrillation;
(xv) external cardiac pacing;
(xvi) cardiac monitoring;
(xvii) use of infusion pumps;
(xviii) initiation of blood and blood products with on-line medical control;
(xix) intraosseous access;

(xx) performing point of care testing; examples include serum lactate values, cardiac enzymes, electrolytes, and other diagnostic values;
(xxi) hemostatic dressings for control of bleeding;
(xxii) vagal maneuvers.

(b) administration of approved medications via the following routes:
(i) intravenous;
(ii) nasal mucosal atomization (MA);
(iii) nebulized inhalation;
(iv) sublingual;
(v) intradermal;
(vi) intraosseous;
(vii) endotracheal;
(viii) oral (PO);
(ix) intramuscular;
(x) topical;
(xi) rectal;
(xii) IV drip;
(xiii) subcutaneous;

(c) allowable drugs:
(i) acetaminophen;
(ii) activated charcoal;
(iii) adenosine;
(iv) albuterol (including isomers);
(v) amiodarone;
(vi) aspirin;
(vii) atropine sulfate;
(viii) benzodiazepines;
(ix) calcium preparations;
(x) corticosteroids;
(xi) dextrose;
(xiii) diphenhydramine;
(xiv) epinephrine;
(xv) furosemide;
(xvi) glucagon;
(xvii) hydroxycobalamine;
(xviii) ipratropium;
(xix) lidocaine;
(xx) magnesium sulfate;
(xxi) naloxone;
(xxii) narcotic analgesics;
(xxiii) nitroglycerin;
(xxiv) oral glucose preparations;
(xxv) oxytocin;
(xxvi) phenylephrine nasal spray;
(xxvii) pralidoxime, IM auto-injection for treatment of chemical and nerve agent exposure;

(xxviii) anti-emetic agents, for use as an anti-emetic only;
(xxix) sodium bicarbonate;
(xxx) thiamine;
(xxxi) topical anesthetic ophthalmic solutions;
(xxxii) vasopressor agents;
(xxxiii) intravenous fluids

(3) Drugs allowed for monitoring during inter-facility transports (initiated and administered by the sending facility with defined dosing parameters and requiring an infusion pump when given by continuous infusion unless otherwise specified); the infusion may be terminated by the paramedic if appropriate, but if further adjustments are anticipated, appropriate hospital personnel should accompany the patient, or a critical care transport unit should be utilized:

(a) potassium (no infusion pump needed if concentration not greater than 20mEq/1000cc;
(b) anticoagulation type blood modifying agents (such as fibrolytic drugs, heparin, glycoprotein IIb-IIIa inhibitors/antagonists);
(c) procainamide;
(d) mannitol;
(e) blood and blood products (no pump required);
(f) aminophylline;
(g) antibiotics and other anti-infective agents;
(h) dobutamine;
(i) sodium nitroprusside;
(j) insulin;
(k) terbutaline;
(l) norepinephrine;
(m) octreotide;
(n) nutritional supplements;
(o) beta blockers;
(p) calcium channel blockers;
(q) nesiritide;
(r) propofol in patients that are intubated prior to transport;
(s) proton pump inhibitors and H2 antagonists;
(t) crotalidae polyvalent immune fab (ovine) ("crofab") crofab may be monitored during inter-facility transport provided the physician initiated crofab infusion has been running for a minimum of 30 minutes prior to the paramedic initiating the transfer and assuming responsibility for patient care.

(4) Immunizations and biologicals: administration of immunizations, vaccines, biologicals, and TB skin testing is authorized under the following circumstances:

(a) to the general public as part of a department of health initiative or emergency response, utilizing department of health protocols; the administration of immunizations is to be under the supervision of a physician, nurse, or other authorized health provider;
(b) administer vaccines to EMS and public safety personnel;
(c) TB skin tests may be applied and interpreted if the licensed provider has successfully completed required department of health training; (d) in the event of a disaster or emergency, the state EMS medical director or chief medical officer of the department of health may temporarily authorize the administration of other pharmaceuticals or tests not listed above.

(5) Skills approved for monitoring in transport:

(a) internal cardiac pacing;

(b) chest tubes.

(6) Medications for administration during patient transfer:

(a) retavase (second dose only);

(b) protamine sulfate;

(c) non-depolarizing neuromuscular blocking agents in patients that are intubated prior to transport;

(d) acetylcysteine;

(7) Patient's own medication that may be administered:

(a) epoprostenol sodium, treprostinil sodium, or other medications utilized for certain types of pulmonary hypertension;

(b) bronchodilators using pre-measured or metered dose inhalation device;

(c) sublingual nitroglycerin for unrelieved chest pain; must have intravenous access established prior to administration;

(d) glucagon;

(e) situations may arise involving patients with uncommon conditions requiring specific out of hospital administered medications or procedures; family members or the designated caregiver trained and knowledgeable of the special needs of the patient should be recognized as the expert regarding the care of the patient; EMS can offer assistance in airway management appropriate to their level of licensure, IV access, and the administration of the patient's prescribed medications where appropriate only if the medication is in the EMS provider's scope of practice; online (direct contact) medical control communication must be established with the medical control physician approving the intervention; EMS services are not expected to provide the prescribed medications for these special needs patients.

PASSED, APPROVED AND ADOPTED this 13th day of September, 2017.

TORRANCE COUNTY COMMISSION

James "Jim" Frost, District 1

Julia DuCharme, District 2

Attest:

Javier Sanchez, District 3

County Clerk

Belinda Garland, County Manager

Agenda Item
No. 5

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

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: Lester (First) Gary (Last) — Fire (Department / Company / Organization Name)

Today's Date: 9.6.17 **Mailing Address:** Po Box 449 McIntosh NM 87032
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 384.1067 **Fax Number:** 384-9635
Would you like this Agenda Faxed to you? Yes No

Email Address: lgary@torrancecountyfire.com

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

Brief explanation of business to be discussed:
Approval of Service Agreement with Waste Management of NM for service at 39 Indian Hills Road, Moriarty NM 87035. (District 2 Main)

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

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

Has this been reviewed by the County Attorney? (YES) NO

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

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

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

Other: _____

Waste Management of New Mexico, Inc.
222 S Mill Ave
Tempe, AZ, 85281-6472
(800) 796-9696

WM Agreement #	S0009122566
Customer Acct #	
Acct. Name	TORRANCE CNTY
Salesperson	Antoinette Capocy
Effective Date	8/23/2017
Last API Date	

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	TORRANCE CNTY	Contact	Hanna Sanchez
Address	39 INDIAN HILLS RD	Telephone #	(505) 384-6025
City State Zip	MORIARTY, NM 87035-5386	Fax #	
County/Parish	TORRANCE	Email	

Customer Comments:

Billing Information

Name	TORRANCE CNTY	Contact	Hanna Sanchez
Address	PO BOX 449	Telephone #	(505) 384-6025
City State Zip	MCINTOSH, NM 87032-0449	Fax #	
County/Parish	TORRANCE	Email	
PO#			

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency		
1	8 Yard FEL	MSW Commercial	1x Per Odd Week	Base Rate	$ 193.29
				Fuel & Environmental/RCR	$ 60.99 *

Current rate for Extra Pickup (per Lift): $ 200.00

TOTAL :	$ 254.28*
Administrative Charge	$ 5.00*
GRAND TOTAL	$ 259.28*

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

Initial Delivery	$	150.00
Setup Charge	$	35.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date

Company Waste Management of New Mexico, Inc.	Printed Name	Waste Management Sales Rep. Title	Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges") . Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company.**EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

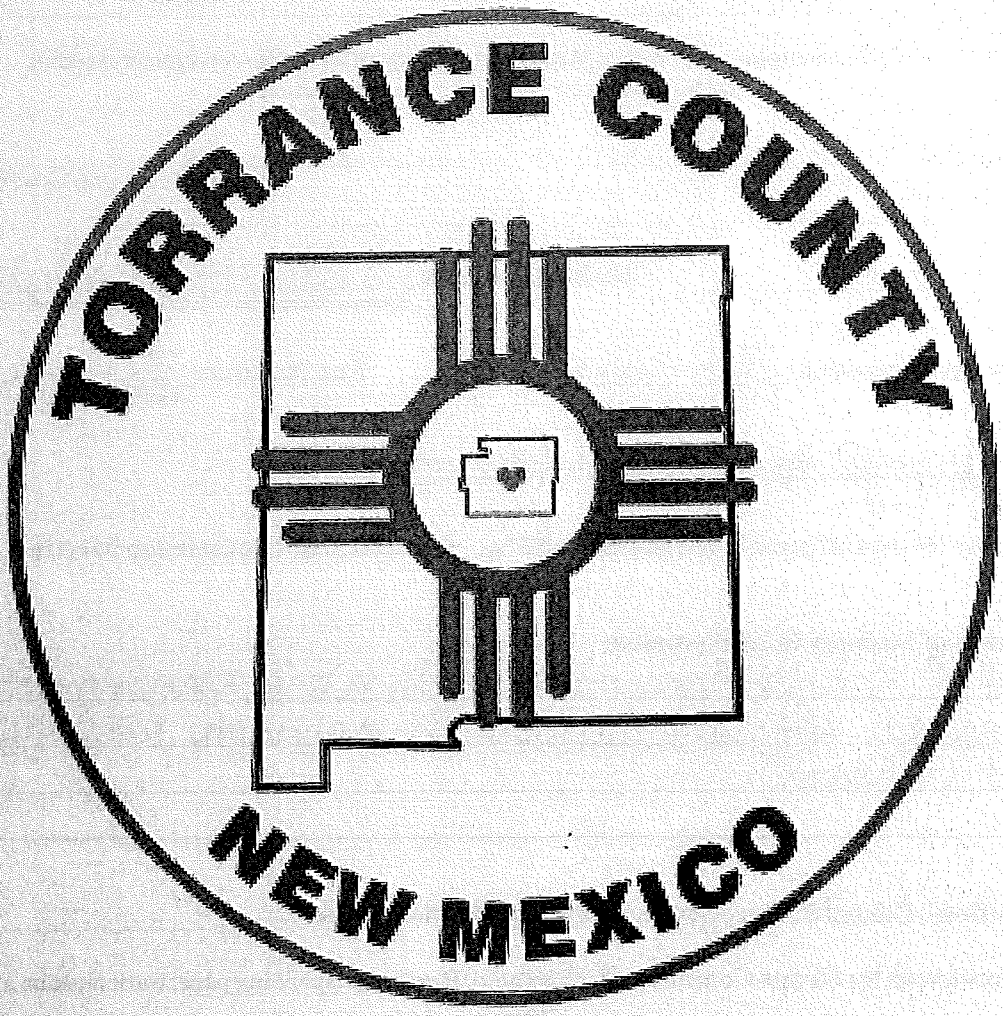
a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.

b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.

c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.

d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.

e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.



Agenda Item No. 6

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

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: Lester (First) Gary (Last) — Fire (Department / Company / Organization Name)

Today's Date: 9.12.17 **Mailing Address:** PO Box 449 McIntosh NM 87032
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 384-1067 **Fax Number:** 384.9635
Would you like this Agenda Faxed to you? Yes No

Email Address: lgary@torrancecountyfire.com

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

Brief explanation of business to be discussed:
Approval of Service Agreement with Waste Management of NM for service at 44 Carl Cannon Rd, Monarty NM 87035 (District 5 Main)

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

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

Has this been reviewed by the County Attorney? (YES) NO

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

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

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

Other: _____

Waste Management of New Mexico, Inc.
222 S Mill Ave
Tempe, AZ, 85281-6472
(800) 796-9696

WM Agreement #	S0009122619
Customer Acct #	
Acct. Name	TORRANCE CNTY
Salesperson	Antoinette Capocy
Effective Date	8/23/2017
Last API Date	

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	TORRANCE CNTY	Contact	Hanna Sanchez
Address	44 CARL CANNON ROAD	Telephone #	(505) 384-6025
City State Zip	MORIARTY, NM 87035	Fax #	
County/Parish		Email	

Customer Comments:

Billing Information

Name	TORRANCE CNTY	Contact	Hanna Sanchez
Address	PO BOX 449	Telephone #	(505) 384-6025
City State Zip	MCINTOSH, NM 87032-0449	Fax #	
County/Parish	TORRANCE	Email	

PO#

Service Description & Recurring Rates

Quantity	Equipment	Material Stream	Frequency		
1	8 Yard FEL	MSW Commercial	1x Per Odd Week	Base Rate	$ 193.29
				Fuel & Environmental/RCR	$ 60.99 *

Current rate for Extra Pickup (per Lift): $ 200.00

TOTAL : **$ 254.28***

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Administrative Charge **$ 5.00***
GRAND TOTAL **$ 259.28***

Initial One Time Service Charges*

Initial Delivery	$	150.00
Setup Charge	$	35.00

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date

Company Waste Management of New Mexico, Inc.	Printed Name	Waste Management Sales Rep. Title	Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company an additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges") . Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.
Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.
Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.
Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (EXCLUDED CLAIMS), Customer and Company agree that ANY and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company.**EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and (B) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:
a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.
b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.
d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/AF&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

Agenda Item
No. 7

TORRANCE COUNTY

RESOLUTION # 2017-44

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, September 13th 2017 did propose to authorize cash transfers and line item transfers between funds in the FY 2017-18 Budget, and

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

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

CASH TRANSFERS:

From: 641 (Wind Pilt)	*To: 420 (Jail)*
641 (Wind Pilt)	401 (General)

LINE ITEM TRANSFER:

From:	*To:*	*Amount:*

NOW THEREFORE, it is respectfully requested that these cash transfers and line item transfers between funds in the 2017-18 FY budget be approved by the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 13th day of September 2017.

TORRANCE COUNTY COMMISSION

_____

James W. Frost, District 1

Attest:

_____

Julia DuCharme, District 2

_____ _____

County Clerk **Javier E. Sanchez, District 3**

DFA Approval

Mr. Wallin states that the hiring of the two new deputies could reduce the amount of overtime that they are currently paying to other deputies. This is a good thing because with the reduction of the overtime they could possibly have enough money in which to hire another full time employee.

Commissioner Frost states that if he was wanting to hire someone he would want to know if we have the funds. So Ms. Garland do we have the funds. Ms. Garlands replies, yes, we do have the funds for 1½ but after that we are going to have to start looking harder for the money. At this time Ms. Tenorio can support Ms. Garland on this and had her look at the budget so that we would be prepared for this today. Ms. Tenorio states that we do have the money and we can utilize the wind PILT or the infrastructure tax. That can handle the $262,000.00 I will just have to do budget adjustments throughout the year.

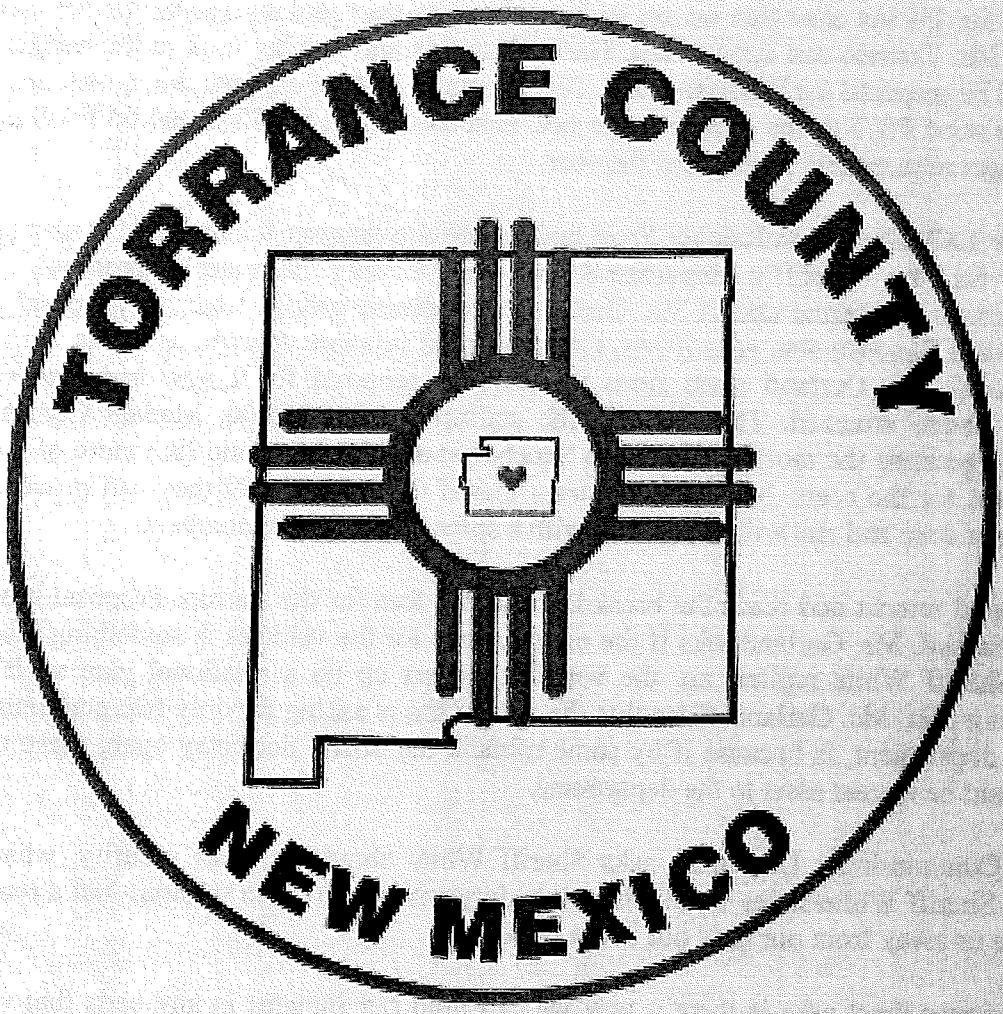
ACTION TAKEN: Commissioner Frost make a motion approve the hiring of 2 new transport deputies for the Sheriff's department per the County Manager's proposal. Madam Commissioner Ducharme asks if Ms. Garland could please specify what her proposal consists of. Chairman Sanchez also asks if Ms. Garland could be more specific as to the numbers for her proposal. Ms. Garland reads from the start up proposal for 2 new transport deputies. Proposal hereto attached. The total for the startup is $255,295.00. Madam Commissioner Ducharme seconds the motion. Chairman Sanchez states that he would like more of a detailed spreadsheet for the costs. Ms. Garland states that if they would like they can proceed to the next agenda item and she will come back with a spreadsheet for the numbers.

Ms. Garland returns and reads the breakdown of the fees for the startup. Proposal breakdown hereto attached. Ms. Garland asks if the maintenance for the vehicles is something that occurs yearly. Sheriff White replies, no, the vehicles are set up on a rotational plan so it's not a reoccurring cost. Ms. Garland states that the reason she is asking for only two positions for the sheriff's department, is because if by some miracle the prison does stay open, these two new hires would be a great asset to the department.

Madam Commissioner Ducharme asks Sheriff White about the court security, what is that exactly? Sheriff White states we all share this duty while court is in session. Just a reminder it does take us away from our duty out in the field.

Commissioner Frost asks is there a way we can hold our inmates in any cells that we have. Sheriff White states that we are only allowed to hold them for a certain period of time. They can become a liability to the county if we hold them for too long. We don't know the mental stability of these inmates so we have to take them to the facility as quickly as we can.

Madam Commissioner Ducharme states that she knows that Core Civic uses a contracted entity in which to transport their inmates to and from other facilities. Has the county looked at that and if so would it be cheaper for us to contract someone to do out transport. Sheriff White replies that it is not cheaper. Here recently we had an inmate in Oregon and the transport company was going to charge me $1,800.00 to bring that inmate back to New Mexico. Sheriff White sent two deputies and spent a little under $600.00 to go get that inmate and bring him back here. So if we were to go that route with a private company, one they would need to have an established route with us in Torrance County and second the companies do not provide the



Agenda Item No. 8

TORRANCE COUNTY

RESOLUTION # 2017-45

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, July 12th 2017 did propose to authorize a budget increase in the FY 2017-18 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 2017-18 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 13th day of September 2017.

TORRANCE COUNTY COMMISSION

_____

James W. Frost, District 1

Attest:

_____

Julia DuCharme, District 2

_____

County Clerk
DFA Approval

_____

Javier E. Sanchez, District 3

Torrance County

Resolution 2017-

Budget Increase

Schedule A

September 13th 2017

Funding Source:		Revenue			Expenditure		
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount
Road	Road fund	402 0 1370	Miscellaneous	$ 7,072.00	402 60 2 240	road supplies	$ 7,072.00
TOTAL				$ 7,072.00			$ 7,072.00

TORRANCE COUNTY
Budget Increase Request Form

Requesting Department: Road

My department hereby requests that the following budget increase be made to the budget:

Revenue Increase:		Expenditure Increase:		$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Increase
402-00-1370	miscellaneous	402-60-2240	road supplies	$ 7,072.00

NMFA sent a bond payment to the wrong vendor, NMFA was not able to stop payment because the check was cashed.
A refund check was sent to Torrance County so we can pay the correct vendor.

Signature

Date

Rev. 11/12

REQUISITION
(PAYMENT OF PURCHASE PRICE)

RE: $2,400,000 Torrance County, New Mexico, General Obligation Bonds, Series 2016 – New Mexico Finance Authority Purchase Transaction

TO: BOKF, NA
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attention: Accounting

LOAN NO.: 3461-PP CLOSING DATE: December 16, 2016

You are hereby authorized to disburse from the Program Account – Torrance County, New Mexico General Obligation Bonds, Series 2016, with regard to the above-referenced Bond Purchase Transaction, the following:

REQUISITION NUMBER:	14
NAME AND ADDRESS OF PAYEE:	Moriarty Concrete Products PO Box 250 Moriarty, NM 87035
AMOUNT OF REQUISITION:	$7,072.01
PURPOSE OF REQUISITION:	Road Projects; 5/8 stone

The requisition of funds is for the purpose stated above and is a proper charge against the Program Account – Torrance County, New Mexico.

All representations contained in the Bond Purchase Agreement and the related closing documents remain true and correct and Torrance County is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Torrance County understands its obligation to complete the acquisition of the Project from other legally available funds.

TORRANCE COUNTY, NEW MEXICO

DATED: 7-27-2017

By: Amanda Tenorio
Finance Director
Print Name and Title

Vendor # 609

TORRANCE COUNTY

Receiving & Accounts Payable Report

Receiving Department: Road

Company Received From: Mountain Concrete Products

Remittance Address: po box 350 Moriarty NM 87035

Line Items:

Purchase Order # 2016-006

Invoice # GO Bond (project fees)

Account # 100227

Quantity	Description	Unit Cost	Total Cost
299.87	5/8 chips for Texco	18.00	5397.66
299.87	hauling charge	3.90	1169.50
	TAX	7.6875%	504.85
	IFB 2017-05 STA Chips		
	GRAND TOTAL COST		$7072.01

Shipment Status: ☐ Complete Shipment ☐ Partial Shipment

Shipment Condition: ☐ Good ☐ Damaged (Explain) _____

Special Instructions: Copy of check please

Certification:

I certify that the above items were checked and received by my department. This purchase is complete and ready to be paid.

Department Approval [signature] Date 7/20/17

Reviewed And Approved For Payment

Date:

By:

HOLLY CORP
2828 N. HARWOOD
SUITE 1300
DALLAS, TX 75201

RETURN SERVICE REQUESTED

Check No.	1000351563
Check Date	08/24/2017
Check Amount	$7,072.00
Vendor No.	1100427

US-000862 0001 0001 000902
TORRANCE COUNTY
PO BOX 48
ESTANCIA NM 87016-0048

Invoice Date	Invoice Number	Description	Gross Amount	Discount	Net Amount
08/01/2017	ATTN:AMANDA T		$7,072.00		$7,072.00
		TOTAL			$7,072.00

↓ PLEASE FOLD ON PERFORATION AND DETACH HERE ↓

Agenda Item
No. 9

TORRANCE COUNTY

RESOLUTION # 2017-46

Line Item Transfers

WHEREAS, County Departments are requesting line item transfers within their budgeted funds in the FY 2017-18 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 13th day of September 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
Department	Source	Line Item	Description	Line Item	Description	Amount
Fire Admin	fire allotment	413 91 2 248	safety equip	413 91 2 269	membership dues	$ 250.00
Dist. 4 VFD	fire allotment	409 91 2 248	safety equip	409 91 2 215	building maint./repair	$ 500.00
Home visiting	grant funds	629 49 2 266	training	629 49 2 269	membership dues	$ 2,150.00
Home visiting	grant funds	629 49 2 103	part time salaries	629 49 2 272	professional services	$ 3,720.00
Home visiting	grant funds	629 49 2 103	part time salaries	629 49 2 266	training	$ 1,100.00
Home visiting	grant funds	629 49 2 103	part time salaries	629 49 2 205	mileage/per diem	$ 14.00
Home visiting	grant funds	629 49 2 64	FICA Matching	629 49 2 205	mileage/per diem	$ 341.00
Home visiting	grant funds	629 49 2 219	office supplies	629 49 2 205	mileage/per diem	$ 395.00
Road	road fund	402 60 2 607	grader/equip./lease	402 60 2 102	full time salary	$ 26,000.00
Road	road fund	402 60 2 607	grader/equip./lease	402 60 2 256	road materials	$ 23,354.00
Safety	risk management	600 6 2 266	training	600 6 2 202	fuel	$ 200.00
Fair Board	County Fair	412 53 2 215	building maint/repair	412 53 2 299	event services	$ 4,500.00
Fair Board	County Fair	412 53 2 219	office supplies	412 53 2 299	event services	$ 4,000.00
Treasurer	County Treasurer	609 30 2 219	office supplies	609 30 2 221	printing/publishing	$ 1,000.00
TOTAL						$ 67,524.00

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: Fire Admin

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**
413-91-2248	Safety Equipment	413-91-2269	Membership Dues	$ 250.00

Reason for Transfer:
Need funds in Membership Dues/Subscriptions

Hanna Sanchez
Signature

9.05.2017
Date

Hester Gary 9-5-2017

Rev. 06/12

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: District 4 VFD

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**
409-91-2248	Safety Equipment	409-91-2215	Building Maint/Repair	$ 500.00

Reason for Transfer:
Need additional funds in Building Maintenance/Repair

Hanna Sanchez — Signature
Hester Gary
8.03.2017 — Date

Rev. 06/12

Line Item Transfer Form

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

	Line Item to Transfer From	Line Item to Transfer To	Amount of $ Transfer
1.	629-49-2266	629-49-2269	2,150.00
2.	629-49-2103	629-49-2272	3,720.00
3.	629-49-2103	629-49-2266	1,100.00
4.	629-49-2103	629-49-2205	14.00
5.	629-49-2064	629-49-2205	341.00
6.	629-49-2219	629-49-2205	395.00

Reason for Transfer:

1. Funds for PAT Affiliation were place in wrong line item.
2. thru 6.: CYFD required that we allocate funds for professional services. One home visitor resigned in Aug. 2017, and we will needs funds for new employee to attend PAT training and per diem.

Bertha Espinosa-Moore 9-5-2017

Signature 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
40260 2607	grader/equipment lease	40260 2102	full time salary	$ 26000.00
		40260 2256	Road Materials	$ 23354.00

Reason for Transfer: for another full time position (equipment operator) for materials (base, salt, cinders, patch)

Signature

8-22-17
Date

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: Safety

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
600-06-2266	Training	600-06-2202	Fuel	$ 200.00

Reason for Transfer:

Transferring money to cover operational costs.

Tracy Sedillo
Signature

8.23.17
Date

Rev. 06/12

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: Torrance County Fair Board

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
4125322115	Building Maintenance/Repair	412532299	Event Services	4500.00

Reason for Transfer:
To increase balance in event service account to cover county fair

Marcie Walker
Signature

8.24.17
Date

Rev. 06/12

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: Torrance County Fair Board

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
41253 2219	OFFICE SUPPLIES	41253 2299	Event Service	4,000.00

Reason for Transfer:
To increase balance in event service account to cover fair.

Marcy Walker
Signature

8/24/17
Date

Rev. 06/12

TORRANCE COUNTY
Line Item Transfer Form

Requesting Department: Treasurer

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

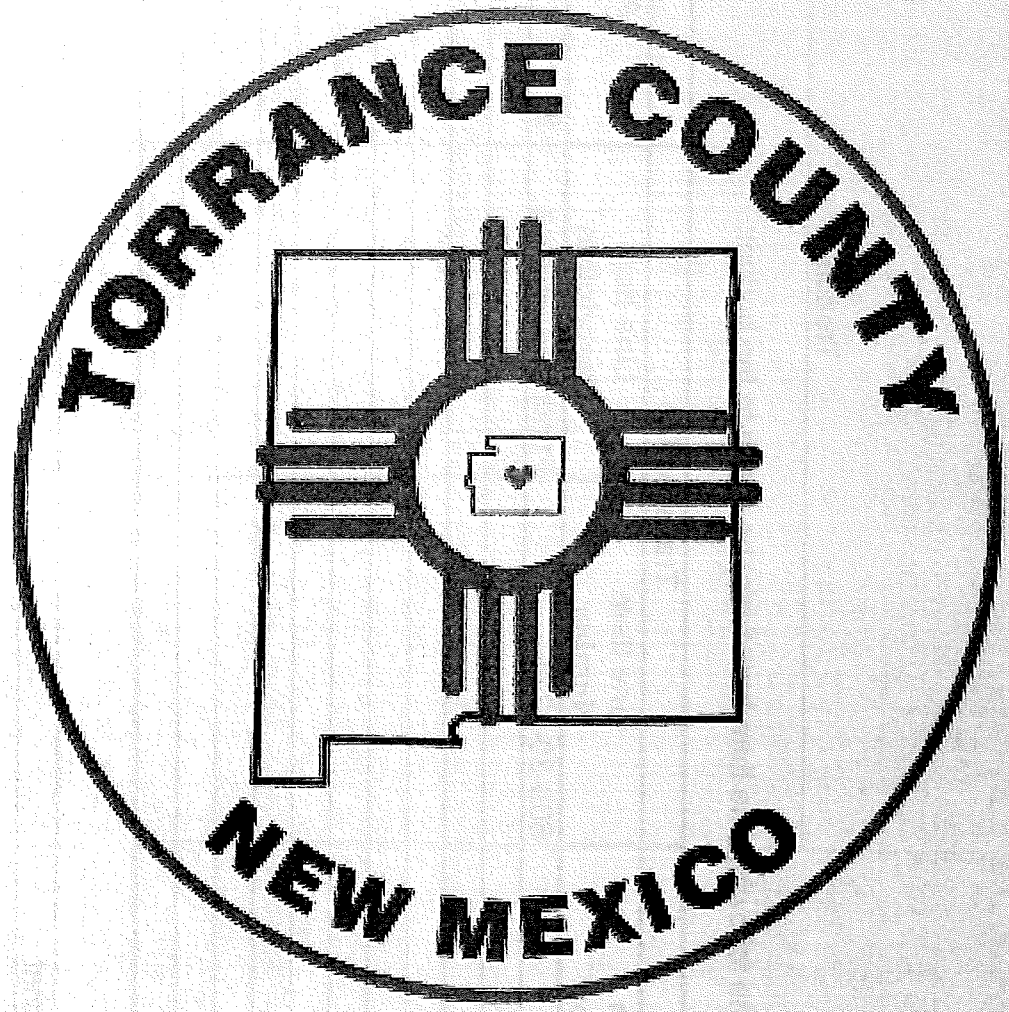
Transfer From:		Transfer To:		$
Line Item Number	**Line Item Description**	**Line Item Number**	**Line Item Description**	**Amount of Transfer**
609-30-2219	Office Supplies	609-30-2221	Printing/Publishing	$ 1,000.00

Reason for Transfer:

Transferring money to cover printing cost.

Signature Tracy Sedillo 8-14-17 Date

Rev. 06/12



Agenda Item No. 10

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Torrance County (the "County") and LAKIP-H, Strategic Solutions Consultants (the "Contractor"). The date of this Agreement shall be the date when it is executed by the County and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the County as described in the attached Exhibit "A".

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The County shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine thousand six-hundred and fifty-five dollars and seventy-three cents ($9,655.73), inclusive of gross receipts taxes and which is also described in Exhibit "B" attached hereto.

B. The Contractor shall be responsible for payment of gross receipts

taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the County of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the County.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Agreement. If sufficient appropriations and authorization are not made by the County, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the County and the Contractor, whichever occurs last, and shall terminate on August 30, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the County upon 30 days written notice to the Contractor. If so terminated:

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the County original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services

rendered, the County shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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 County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. 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.

9. CONFLICT OF INTEREST

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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the County. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the County from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

13. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the County of Torrance in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

14. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the County and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These 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 the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

16. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the County of Torrance. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit

arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the Seventh Judicial District Court.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity~~County~~, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. REPORTING REQUIREMENTS

The Contractor shall provide the County with a written quarterly report and supporting documents at the end of each calendar quarter with reporting on the goals met as set forth in Exhibit "C" attached hereto and incorporated herein. Failure to meet these goals and/or noncompliance with this provision may result in termination pursuant to Article 6 of this Agreement.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County of Torrance:
Belinda Garland County Manager
P.O. Box 48
Estancia, NM 87016

Contractor:
LAKIP-H, Independent Contractor
3921 Mountain Trail Loop
Rio Rancho, NM 87144

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

COUNTY OF TORRANCE:

_____
(Insert Name)
COUNTY MANAGER

DATE:_____

CONTRACTOR:

_____
LAKIP-H, Independent Contractor

DATE:_____

EIN#_____
Business License #_____

ATTEST:

_____
(Insert Name),
COUNTY CLERK

APPROVED AS TO FORM:

_____
(Insert Name), COUNTY ATTORNEY

APPROVED:

_____
(Insert Name), FINANCE DIRECTOR

EXHIBIT "A" 2017-18

LAKIP-H

SCOPE OF SERVICES:

1. Provide technical assistance to the Continuum Coordinator to include:
    a. Board design, development and on-going support
    b. Strategic Planning Framework
    c. Data base development
    d. Development of Collaborations/Partnerships with stakeholders, funders, policy makers and/or community
    e. Developmental framework for programs and services
2. Comprehensive strategic plan Development in partnership with Board:
    a. Roles and responsibilities of the Board members
    b. Target audience based on local, state and national data
    c. Targeted partnerships
    d. Program design, development and implementation
3. Accountability:
    a. Development of monthly progress review system
    b. Design on on-site evaluation tool
    c. Board progress
    d. Development of systems of accountability to the CYFD contract

EXHIBIT "B"
LAKIP-H

Total Contract Amount Amount for Fiscal Year 2017-18	**$9,655.73**	

1.0 Personnel Expenditures

LAKIP-H Consultants		$8,925.00
	SUB-TOTAL	**$8,925.00**
	GRT (8.3125%)	**$ 730.73**
	GRAND-TOTAL	**$9,655.73**

Project Schedule

-	
Provide technical assistance to the Continuum Coordinator to include (projected 20 hours)/Target Benchmarking Dates Bi-weekly beginning two weeks following contract execution- December 2017 with anticipated delivery date of January 2018: a. Board design, development and on-going support b. Strategic Planning Framework c. Data base development d. Development of Collaborations/Partnerships with stakeholders, funders, policy makers and/or community e. Developmental framework for programs and services	$3,000
Comprehensive strategic plan Development in partnership with Board (projected 8 hours)/Target Benchmarking Dates Bi-weekly beginning two weeks following contract execution-December 2017 with anticipated delivery Date of February 2018: a. Roles and responsibilities of the Board members b. Target audience based on local, state and national data c. Targeted partnerships d. Program design, development and implementation	$1,200
Accountability (projected 10 hours)/Target Benchmarking date Bi-Weekly October 2017-May 2018 with Delivery Date of May 2018:	$1,500

a. Development of monthly progress review system b. Design on on-site evaluation tool c. Board progress d. Development of systems of accountability to the CYFD contract **Travel (projected 10 hours)/Target Delivery Date: Ongoing throughout duration of the project Sept. 2017-May 2018:** -Anticipated travel to various locations within Torrance County, NM from Rio Rancho, NM. Any additional hours will be billed per hour @ $150/hour. Current federal mileage reimbursement rates will be used in addition to hourly rate with begin and end mileage provided upon each invoice. Hourly Rate $150/project hour	$1,500
Prior to working hours exceeding those listed within this project schedule, we will obtain written (which includes electronic mail) approval from Ms. Jenea Ortiz. The above approved hours and those additional hours as approved in written form by Jenea will be billed by invoice submitted via e-mail to Ms. Ortiz on the last Wednesday of each month . All invoices are due net 15 days.	
Total # of Projected Project Hours:	48
Project Hourly Rate:	$150
Total Projected Project Cost (not to include work approved that exceeds projected project hours stated and federal mileage reimbursement costs)	$7,200
Gross Receipts Taxes (8.1875%):	$589.50
Projected total including taxes:	$7,789.50

Agenda Item
No. 11

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

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: Stephanie Dunlap (First Last) Sheriff (Department / Company / Organization Name)

Today's Date: 8/17/2016 **Mailing Address:** _____ (Departments/employees of Torrance County need not include their address)

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

Email Address: sdunlap@tcnm.us

Is this request for the next Commission meeting? ~~YES~~ (NO) **If no, date of Commission Meeting:** 9/13/2017

Brief explanation of business to be discussed:
Ratification for purchase of tires on Sheriff White's Dodge and Deputy Sprunk's Charger.

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

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

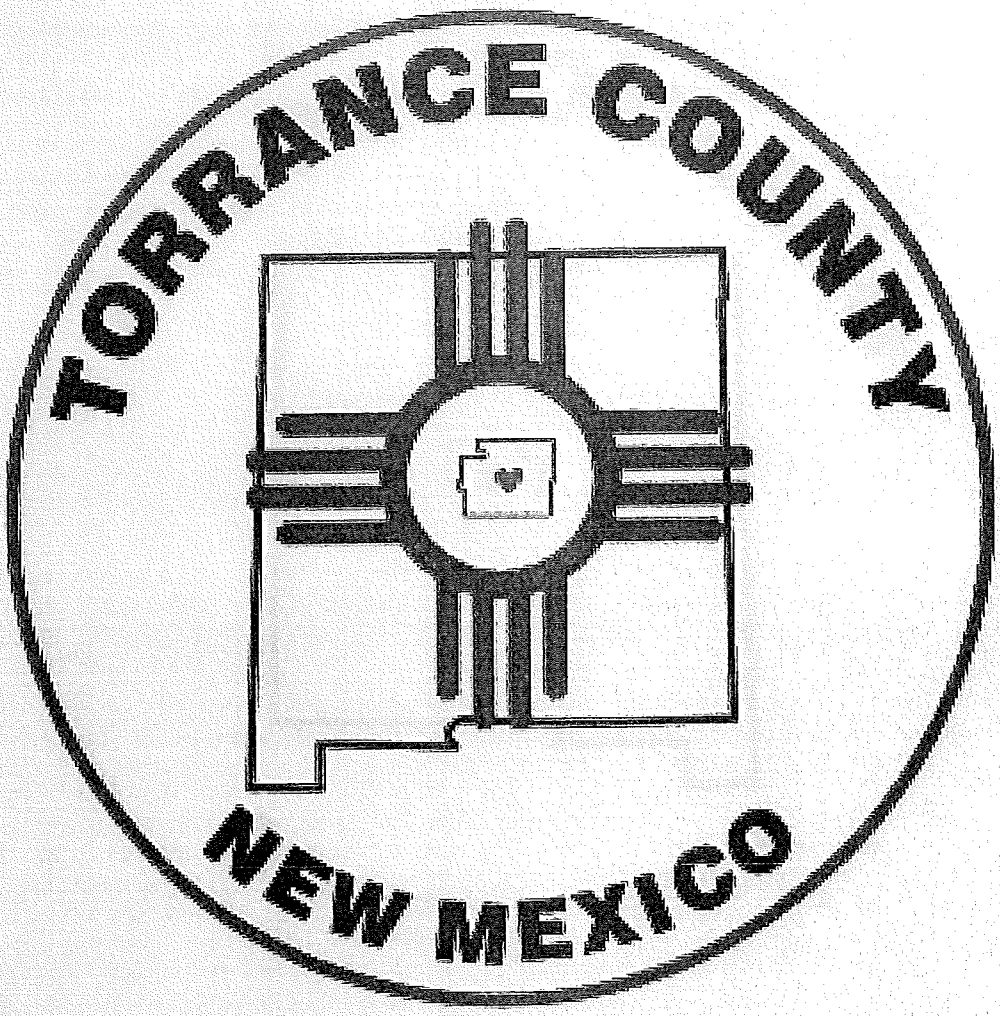
Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



Agenda Item
No. 12

Agenda Item
No. 13

PO Box 48 ~ 205 Ninth Street
Estancia, NM 87016
(505) 544-4700 (505) 384-5294 Fax
www.torrancecountynm.org

Proposed revision of Ordinance 94-12, Solid Waste Ordinance Section 13.E and Resolution 2016-18-A.

Section 13.E reads:
"Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this ordinance, and is subject to penalties set forth in Section 16.A."

Proposed revision: Remove fee reduction for vacant residence and revise the ordinance with the discounts described in Resolution 2016-18-A.
"Any responsible party owning or possessing a parcel developed for human habitation may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission for the following reasons verified at the point of application with appropriate documentation:

1. Senior discount for persons over age 65 who qualify for public assistance with a valid form of identification showing their date of birth and proof of ownership of the subject property. [Res.2016-18-A]
2. Low income discount for persons who qualify for public assistance according to the standard of need as set forth in Sections 27-2-3 and 27-2-4 NMSA 1978 with a copy of their most recent income statement and proof of ownership of the subject property. [Res. 2016-18-A]
3. Private hauler discount for persons contracting with a private hauler franchised to collect and transport solid waste within the county with proof of contract with the private hauler submitted biannually. [Res. 2016-18-A]

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(505) 544-4700 (505) 384-5294 Fax
www.torrancecountynm.org

Alternate Proposed revision of Ordinance 94-12, Solid Waste Ordinance Section 13.E and Resolution 2016-18-A.

Section 13.E reads:
"Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this ordinance, and is subject to penalties set forth in Section 16.A."

Proposed revision: List all discounts described in Resolution 2016-18-A define "Vacant" in the definitions section.
"Any responsible party owning or possessing a parcel developed for human habitation may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission for the following reasons verified at the point of application with appropriate documentation:

1. Senior discount for any responsible party over age 65 who qualify for public assistance with a valid form of identification showing their date of birth and proof of ownership of the subject property. [Res.2016-18-A]
2. Low income discount for any responsible party who qualify for public assistance according to the standard of need as set forth in Sections 27-2-3 and 27-2-4 NMSA 1978 with a copy of their most recent income statement and proof of ownership of the subject property. [Res. 2016-18-A]
3. Private hauler discount for any responsible party contracting with a private hauler franchised to collect and transport solid waste within the county with proof of contract with the private hauler submitted biannually. [Res. 2016-18-A]
4. Vacant residence discount for any responsible party owning or possessing a vacant residence with submittal of an affidavit and Code Enforcement verification that the residence is indeed vacant. The affidavit and verification shall be submitted to the Solid Waste Authority biannually.

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Estancia, NM 87016
(505) 544-4700 (505) 384-5294 Fax
www.torrancecountynm.org

Proposed Definition of "Vacant" for Ordinance 94-12, Solid Waste Ordinance Section 13.E.

Vacant Residence means a residence that is not occupied on a full time or part time basis, is devoid of furnishings, and is not connected to any utility source. The Code Enforcement Officer will verify the vacant status of the residence through legal means with permission from the home owner or an inspection order issued by the Court. Home owners or the party responsible for the property may appeal the Code Enforcement Officer's determination to the County Commission by submitting in writing on prescribed forms obtainable from the Zoning Director upon payment of the applicable fee. Appeals not submitted within 30 days after the determination shall not be considered by the County Commission.

RESOLUTION 2016-18

Establishing the Solid Waste Management Fee as provided in Ordinance 94-12

WHEREAS, the County of Torrance has entered into a contract for collection and billing of solid waste services for the residents of unincorporated Torrance County, with the Estancia Valley Solid Waste Authority; and,

WHEREAS, said contract with Estancia Valley Solid Waste Authority identifies costs associated with providing collection and billing of solid waste services to residents of unincorporated Torrance County; and,

WHEREAS, the Torrance County Board of Commissioners does levy the Solid Waste Management Fee enacted in Ordinance 94-12, to offset the costs of solid waste services for the citizens of unincorporated Torrance County; and,

WHEREAS, the Torrance County Board of Commissioners, upon revising solid waste ordinance 94-12, does wish to grant certain discounts of the solid waste management fee to residents of unincorporated Torrance County, by resolution;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Torrance County that the Solid Waste Management Fee will hereby be established at the base rate of $19.21 plus tax per month per billable account, and so instructs the Estancia Valley Solid Waste Authority to proceed as contracted; and,

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Board of County Commissioners instructs the Estancia Valley Solid Waste Authority to offer the following discounts to County residents who qualify:

1. Any responsible party, as herein defined, may make application to the Solid Waste Authority, on forms approved by said Authority, for a reduced monthly fee as set out above, and by furnishing to the Authority with said application proof that the responsible party is (1) over the age of 65 years and qualifies for public assistance; (2) or an individual that qualifies for public assistance according to the standard of need as set forth in Sections 27-2-3 and 27-2-4 NMSA 1978, as they currently exist or may hereafter be amended. Upon approval of the application, the solid waste management fee for any such responsible person shall be 50% (Fifty Per Cent) of the established solid waste management fee.

2. Any responsible party contracting with a private hauler franchised to collect and transport solid waste within the county shall be entitled to a reduction of the established county solid waste management fee. The reduced rate is hereby set at $6.40 per month, plus tax. Proof of contract with a private hauler shall be the responsibility of the property owner, and shall be submitted biannually. If it is determined that the contract with the private hauler has been terminated, the Estancia Valley Solid Waste Authority will change the billing for that property owner to the full amount.

NOW THEREFORE, BE IT STILL FURTHER RESOLVED that the Board of County Commissioners further instructs the Estancia Valley Solid Waste Authority to waive the solid waste management fee to any responsible party owning or possessing a vacant residence, upon affidavit and verification that the residence is indeed vacant. Affidavit and verification submittal to the Estancia Valley Solid Waste Authority shall be the responsibility of the property owner, and shall be submitted biannually. Any property owner falsely certifying that a residence is vacant is in violation of the Solid Waste Ordinance, and is subject to penalties set forth in Section 16.A.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016.

TORRANCE COUNTY COMMISSION

LeRoy Candelaria, Chair

Jim Frost, Member

Julia DuCharme, Member

TORRANCE COUNTY SEAL CLERK STATE OF NEW MEXICO

Attest:

Linda Jaramillo, Clerk of the Board

TC ZONING ORDINANCE
SECTION 19.F.1.b.6

1) Submit a recorded deed or real estate contract that the applicant is the owner in fee simple or equitable title owner of the property or, proof that owner has authorized the application, through lease or other written authority.

2) Submit a suitable Building Permit or appropriate documentation establishing the applicant's right to construct a building or residence.

3) Submit the appropriate septic permit by the State Environment Department.

4) Submit the appropriate well permit issued by the State Engineer's Office or letter of intent from a centralized water system which states the proper legal description for the subject property and confirms there is a sufficient amount of water to provide for potable, sanitary, and fire suppression service to the dwelling or accessory structure. Applications which rely upon water harvesting or hauling water from a source off-premise must have on-premise storage capacity sufficient to provide the services listed above designed by a New Mexico licensed engineer or architect.

5) Submit a copy of the (1) New Mexico Registration and Title, or (2) Manufacture Certificate of Origin for a mobile or modular home.

6) **Submit a statement from the Solid Waste Authority that you will be receiving their services for developments of human occupation.**

7) Submit a statement from the Torrance County Treasurer showing taxes are paid to date.

8) Submit the applicable permit fee to the Planning and Zoning Director.

9) Where the property to be developed lies within a special flood hazard area, submit additional information and documentation as provided in the Flood Damage Prevention Ordinance, 92-4, or the Federal Emergency Management Agency (FEMA) National Flood Insurance Program.
[REV: Ord. No. 2008-003, 4/23/08]

Upon the review and approval of the Planning and Zoning Director, a Development Review Permit will be issued, a property address can be assigned, and a site inspection will be performed.
[REV: Ord. No. 2008-003, 4/23/08]

TORRANCE COUNTY ORDINANCE NO. 94-12
(Amended April 13, 2016)

AN ORDINANCE PROVIDING FOR THE EFFICIENT AND SANITARY DISPOSAL AND COLLECTION OF SOLID WASTE IN TORRANCE COUNTY; REGULATING SOLID WASTE, LITTER AND CONSTRUCTION &DEMOLITION DEBRIS; ESTABLISHING A SOLID WASTE MANAGEMENT FEE AND PROVIDING A PENALTY, SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide for the efficient and sanitary collection, recycling, transportation and disposal of solid waste and construction and demolition debris and control of litter in Torrance County, to provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county and its citizens; and

WHEREAS, the Torrance County Board of Commissioners participated in establishing the Torrance County Solid Waste Authority, which is now known as the Estancia Valley Solid Waste Authority, for the purpose of providing a coordinated county-wide program for the collection of solid waste in cooperation with the incorporated municipalities of Moriarty, Estancia, Mountainair, Encino, and Willard; and,

WHEREAS, the Torrance County Board of Commissioners has determined that it is necessary to adopt the powers enumerated in Section 11-1-1 et seq. NMSA 1978 (Repl Pamp. 1983) for the storage, recycling, collection and disposal of solid waste; and,

WHEREAS, the Torrance County Board of Commissioners finds that it is necessary to provide a coordinated county-wide program of management of solid waste and construction and demolition debris in cooperation with Federal and State Agencies, and that it is necessary that a solid waste management program be implemented in order to protect the environment; provide for the safety; preserve the health; promote the prosperity and improve the morals, order, comfort and convenience of the county its citizens; and,

WHEREAS, the Torrance County Board of Commissioners finds that a system of solid waste collection is necessary in order to protect the environs of Torrance County from illegal dumping occasioned by the lack of a countywide system of refuse collection containers, and to protect the environment and promote the preservation of the natural beauty of Torrance County lands; and,

WHEREAS, the Torrance County Board of Commissioners finds it necessary to assess a fee, (hereinafter the Solid Waste Management Fee), to pay for the solid waste collection and disposal system described herein and to provide for a mechanism for collection of said fee,

NOW, THEREFORE BE IT ORDAINED by the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "SOLID WASTE MANAGEMENT ORDINANCE," and shall be referred to herein as "this Ordinance."

SECTION 2: AUTHORITY

This ordinance is enacted pursuant to the authority granted to counties to provide for the safety and preserve the health of the residents of the county as set forth in Section 4-37-1 NMSA 1978; the authority provided in Sections 4-56-1 through 4-56-3 NMSA 1978 which authorizes the county to establish and maintain, manage and supervise a system of storage, collection and disposal of all refuse; and the authority provided in Sections 3-36-1 through 3-36-7 NMSA 1978 which enables the county to attach liens for unpaid charges established by ordinance.

SECTION 3: INTERPRETATION AND CONFLICT

The regulations provided herein are held to include the minimum standards necessary to carry out the purposes of this Ordinance. This Ordinance is not intended to interfere with, abrogate or annul any other valid ordinances. Where the provisions of this Ordinance conflict with other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling. Where this Ordinance imposes greater restrictions than those imposed by other rules, regulations, agreements or other County ordinances or resolutions, the provisions of this Ordinance shall be controlling.

SECTION 4: DEFINITIONS:

A. Word Construction – Words used in the present tense include the future; words in the masculine include the feminine; and words in the singular include the plural.

B. Definitions – the following definitions apply to this Ordinance

1. "Clean Fill is broken concrete, brick, rock, stone, glass, reclaimed asphalt pavement, or uncontaminated soil generated from construction and demolition activities. Reinforcement materials which are an integral part, such as rebar, are included. Clean fill must be free of other solid waste or hazardous waste.

2. **"Code Enforcement Officer" is the person appointed by the County Commission upon recommendation of the Sheriff's office to enforce portions of this Ordinance.**

3. "Composting" is the process by which biological decomposition of organic solid waste is carried out under controlled conditions. The process stabilizes the organic fraction into a material which can be easily and safely stored, handled and used in an environmentally acceptable manner.

4. "Construction and Demolition (C&D) Debris" is material generally considered to be water insoluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing materials, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure project and includes rocks, soil, tree remains, trees and other vegetative matter that normally results from land clearing. If construction and demolition debris is mixed with any other types of solid waste, it loses its classification as construction and demolition debris. Construction and demolition debris does not include asbestos or liquids including, but not limited to, waste paints, solvents, sealers, adhesives or potentially hazardous materials.

5. "County Commission" is the Torrance County Board of Commissioners, the duly constituted governing body of Torrance County.

6. "County Manager" is the chief administrative assistant to the Torrance County Board of Commissioners.

7. "Greenwaste" means landscape trimmings, including limbs and branches of 1 inch in diameter or greater. Does not include brush or tree stumps.

8. "Hazardous waste" includes material listed in 40 CFR 261 classified as Toxic, Reactive, Ignitable, or Corrosive.

9. "Hauler" is any person transporting solid waste by whatever means for the purpose of disposing of the solid waste in a solid waste facility, except that the term does not include an individual transporting solid waste generated on or from his residential premises for the purpose of disposing of it in a solid waste facility;

10. "Litter" is solid waste or debris found in public areas or generated while traveling in a motor vehicle.

11. "Owner" is the property owner, whether residing on said property or not, the property being located within Torrance County and outside the corporate boundaries of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.

12. "Person" is any individual, partnership, company, corporation, firm, association, trust, estate, state and federal agency, institution, county, city, town, village, or municipality or other legal entity, however organized.

13. "Premises" is defined as a structure, whether designed for residential or commercial use, located on any property within Torrance County and outside the corporate limits of the municipalities of Moriarty, Estancia, Mountainair, Encino and Willard.

14. "Residence" is any habitable dwelling or each single unit of multi-unit habitable dwellings.

15. "Responsible party" is defined as the owner of any premises.

16. "Solid Waste" is any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant or air pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. "Solid Waste" does not include:

    a) waste from the extraction, beneficiation and processing of ores and waste materials, including phosphate rock and overburden from the mining of uranium ore, coal, copper, molybdenum and other ores and minerals;

    b) agricultural waste, including, but not limited to, manures and other crop residues returned to the soil as fertilizer or soil conditioner;

    c) sand and gravel;

    d) solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1342 or source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 et seq.;

    e) any material regulated by Subtitle C of the federal Resource Conservation and Recovery Act, or substances regulated by the federal Toxic Substance Control Act.

17. "Solid Waste Facility means any public or private system, facility, location, improvements on the land, structures or other appurtenances or methods used for processing, transformation, recycling, or disposal of solid waste, including landfill disposal facilities, transfer stations, convenience centers, resource recovery facilities, and incinerators, or any facility that processes, recycles, transforms, transfers, or otherwise handles low level or high level radioactive waste or transuranic wastes, and other facilities not specified. A "Solid Waste Facility" does not include a residential "backyard" composting pile that composts organic solid waste generated on-site or any facility or person accepting, stockpiling, or using clean fill material as long as:

a) the clean fill material does not create a public nuisance or adversely affect the environment;

b) the material is not placed in a watercourse or in any other manner inconsistent with the Water Quality Control Commission regulation 2-201 "Disposal of Refuse."

SECTION 5: ACCUMULATION OF SOLID WASTE, LITTER, AND C&D DEBRIS; REMOVAL; PENALTY

A. No person shall permit to accumulate any solid waste on property owned, leased or occupied by that person within two hundred (200) feet of another occupied premises, except in covered water-tight containers made of metal or plastic.

B. No person shall throw, place, dump, or dispose of any solid waste, litter, or C&D debris on any road, street, gutter, sidewalk or alley, or on any public property or another's private property.

C. No person (whether owner, tenant, lessee, manager or other person) shall permit any solid waste, litter, or C&D debris or any composition or residue thereof which is in an unsanitary condition or hazardous to public health to remain upon the property.

D. No person shall cast, place, sweep or deposit any solid waste, litter, or C&D debris in such a manner that it may be carried or deposited by the elements upon any road, street, sidewalk, alley, sewer, parkway or other public place or private property within the County.

E. Any accumulation of solid waste, litter, or C&D debris in violation of the terms of this Ordinance is hereby declared to be a nuisance and is unlawful.

F. Subject to any limitations or otherwise provided by law, the Sheriff or his designated Code Enforcement Officer is authorized, upon issuance of a warrant, to inspect and enter any property where he has reasonable cause to suspect that unlawful accumulations of solid waste, refuse, litter, or C&D debris may exist.

1) If, upon the basis of such inspection, the Sheriff finds that a violation of Subsections A-E of this Section exists, he shall notify in writing the owner or any other person with an interest in or control of the property (whether, tenant, lessee, manager or other person) to correct such violation within a designated period of time, from ten (10) days up to thirty (30) days.

2) Upon the failure, neglect or refusal of any person, owner, tenant, lessee, manager or occupant to properly correct any such violations within the time prescribed (or within five [5] days of the return of such prescribed notice as undeliverable if the notice is served by mail), the County Commission may contract for the correction of the unlawful accumulation, or order its correction by the County, at the expense of the person, owner, tenant, lessee, manager or occupant in charge of the property.

G. If the Sheriff finds that the unlawful accumulation of solid waste, litter, or C&D debris presents a clear and present danger to the public health, safety and welfare, and immediate measures are required to alleviate this clear and present danger, the County Manager may waive the ten (10) day notification period.

H. Costs for correction of an unlawful accumulation of solid waste, litter, or C&D debris shall be determined on the basis of man-hours worked, equipment utilized in the clean-up at a customary rental rate per day, plus any direct costs paid by the County to correct the violation. The cost of correction shall be a lien upon the property and shall remain in full force and effect for the amount due plus other costs and attorney fees.

I. The County Manager or her designee shall maintain files of the inspections, notices and actions taken pursuant to this Section. Costs incurred by the County in undertaking corrective actions shall be documented. The files shall be considered public records.

SECTION 6: SOLID WASTE, LITTER AND C&D DEBRIS PRE-COLLECTION PRACTICES

A. Solid waste and recyclables are to be properly stored on the premises where they are generated, or shall be placed and maintained in County containers at a Torrance County Collection Station or other refuse and solid waste disposal facility(ies) franchised, licensed and/or permitted in conformance with applicable state law, state regulations, and this Ordinance.

B. Solid waste transported for disposal at a Torrance County Collection Station shall be secured in garbage bags, with tarps, or straps as necessary to prevent fugitive waste.

C. Hazardous waste may, at the sole discretion of the solid waste authority, be accepted for disposal at Torrance County collection stations only in household quantities, and only in secure containers.

D. Wood ash which has not cooled or which may otherwise be capable of rekindling or igniting a fire if brought in contact with combustible materials may not be disposed at Torrance County collection stations.

E. No garbage, solid waste, or debris shall be burned within the county.

SECTION 7: SOLID WASTE CONTAINERS

A. Haulers are expressly prohibited from using County solid waste containers for the disposal of solid waste and C&D debris.

B. The owner of every mobile home park shall provide for the collection of not less than .5 cubic yards of solid waste weekly per mobile home space. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent the accumulation of solid waste or litter.

C. The owner of every multi-family residential development consisting of five (5) or more units shall provide for the collection of not less than .5 cubic yards of solid waste weekly per residential unit. If the County Manager or her designee determines that additional containers are necessary, she may order such additional containers as may be required to prevent accumulation of solid waste or litter.

D. Any person using a County solid waste container shall comply with the rules and regulations established from time to time by the County Commission for the use, care and location of such containers and shall keep the lids and covers furnished for such containers closed at all times except when they are being filled or emptied.

E. Any solid waste, litter or C&D debris deposited in the County solid waste containers shall be reduced in size to no more than four (4') feet in length.

F. In the event that the County solid waste container is full, solid waste shall not be placed on the ground or in proximity to the containers so as to constitute a litter or health hazard or become blown and scattered.

G. No person shall impede access to a County solid waste container other than when necessary to remove and deposit solid waste.

SECTION 8: DAMAGE TO SOLID WASTE CONTAINERS

A. No person, including children, shall be on top of or inside the County solid waste containers.

B. No person shall intentionally damage any County solid waste container.

C. Any person who damages a County solid waste container shall be liable to the County for the cost, repair, or replacement of such container, in addition to the penalties provided in Section 16 of this Ordinance.

SECTION 9: HAZARDOUS WASTE AND GREENWASTE

A. Hazardous wastes in greater than household quantities shall not be disposed at Torrance County collection stations. Such waste shall be disposed of in accordance with any applicable county, state and federal laws or regulations, at the expense of the person accumulating such waste.

B. Greenwaste shall only be disposed at designated Torrance County collection stations.

SECTION 10: CONSTRUCTION SITES AND TRANSPORATION OF MATERIALS

A. Any person who has secured a state building permit shall, prior to commencement of any construction activity in the County, furnish or place on that property a container or fenced area of suitable size and design to contain all solid waste, litter, or C&D debris which may be disturbed or removed from the premises or property by the wind or elements.

B. No person generating solid waste or C&D debris shall allow solid waste or litter of any kind to be blown or be carried by the elements from the premises or property for which the building permit was secured.

C. Any person engaged in construction or demolition shall remove the solid waste, litter, and C&D debris, including structural parts, from the construction site and contain their elements from scattering in the same manner as set out above. C&D debris or solid waste shall be removed and disposed on within five (5) days of completion to an approved solid waste or C&D debris facility.

SECTION 11: SCAVENGING PROHIBITED

A. No person shall remove, collect, or disturb solid waste or C&D debris stored in or disposed in a solid waste facility or solid waste container unless authorized by the County.

B. No person shall remove any solid waste or C&D debris from a solid waste container and scatter the same upon any public or private property.

SECTION 12: REGULATIONS ADOPTED

The laws of the State of New Mexico dealing with solid waste management and all regulations promulgated and published pursuant to those laws for the New Mexico Environment Department or any division thereof, (or any successor department, agency or division), along with any subsequent revisions or amendments to such laws or regulations, are hereby adopted and incorporated herein by reference and made a part of this Ordinance; provided, however, the penalty provisions herein shall apply to violations prosecuted under this Ordinance.

SECTION 13: SOLID WASTE MANAGEMENT FEE

A. Payment of the solid waste management fee shall be the obligation of the responsible party for each residence located in the unincorporated area of Torrance County.

B. The County Commission shall set fees for solid waste management based on the actual or projected cost to collect, transport and recycle or dispose of such solid waste. Unmet actual costs resulting from unpaid fees or certain discounts defined and approved by the County Commission shall be the responsibility of the County Commission.

C. If there are multiple residences on a property, the solid waste management fee shall be assessed on each such residence.

D. The solid waste management fee, and any subsequent modification thereof, shall be established and adopted through resolution by the County Commission.

E. Any responsible party owning or possessing a vacant residence may be entitled to a reduction of the solid waste management fee, according to administrative guidelines established and adopted through resolution by the County Commission. Any property owner falsely certifying that a residence is vacant is in violation of this Ordinance, and is subject to penalties set forth in Section 16.A.

SECTION 14: LIENS

A. All fees arising under this Ordinance shall be payable by the responsible party of the residence being served at the time the rate or charge accrues and becomes due. The County of Torrance shall be entitled to a lien upon the residence and upon the tract or parcel of land being served for failure to pay such fees pursuant to the authority granted under Section 3-36-1 et seq. NMSA 1978, which lien shall be a first and prior lien on the property coequal with municipal liens pursuant to Section 3-36-2 NMSA 1978, but subject only to the lien of general state and county taxes.

B. The lien provided for in this section shall be enforced in the manner prescribed in Sections 3-36-7 NMSA 1978. For purposes of this section, such action shall be taken by the Torrance County Clerk. In any proceedings where pleadings are required, it shall be sufficient to declare that the general purpose of said lien is for the service supplied for the collection, transportation and disposal of solid waste.

C. The charges and fees imposed herein are the obligation of the responsible party of the premises, regardless of whether occupied by an owner, tenants or others, and the County may file a lien against the property for such charges, penalties, costs of enforcement, including attorney's fees incurred in filing the lien.

SECTION 15: POWERS OF THE COUNTY

In connection with the operation of a solid waste collection system, the Torrance County Board of Commissioners may:

A. Execute contracts on behalf of the County, with any municipality, county, or other unit of government, including the Estancia Valley Solid Waste Authority, or any private entity for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County.

B. Regulate the collection, transportation and recycling or disposal of solid waste and C&D debris by any person within the unincorporated areas of Torrance County.

C. Establish, assess and collect fees directly or through its authorized agent from responsible parties in amounts designated herein;

D. Coordinate the collection, transportation and recycling or disposal of solid waste and C&D debris in consultation with the New Mexico Department of Environment.

E. Develop, or authorize any contractor, including the Estancia Valley Solid Waste Authority, for the collection, transportation and recycling or disposal of solid waste generated in the unincorporated areas of Torrance County, to develop, operating policies and procedures for the implementation of the provisions of this Ordinance.

SECTION 16: PENALTIES

A. **Persons violating the Ordinance shall, upon conviction, be subject to a fine not to exceed THREE HUNDRED ($300.00) DOLLARS and/or NINETY (90) days in jail for each separate offense, except as set forth in Paragraphs B and C below.**

B. Persons violating this Ordinance by discarding or disposing of solid waste or litter on public or private property in any manner other than by disposing of it in an authorized container, convenience center, or landfill shall, upon conviction, be subject to a fine not to exceed ONE THOUSAND ($1,000.00) DOLLARS.

C. Each violation shall constitute a separate offense. Each day an offense continues shall also constitute a separate offense.

SECTION 17: SEVERABILITY

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portions shall not be affected since it is the express intention of the Torrance County Board of Commissioners to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

SECTION 18: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty days after the Ordinance has been recorded.

PASSED, APPROVED AND ADOPTED this 13th day April of 2016, by the Board of County Commissioners of Torrance County, New Mexico.

Leroy Candelaria
Chairman

Jim Frost
Member

Julia DuCharme
Member

TORRANCE COUNTY SEAL STATE OF NEW MEXICO

ATTEST:

Linda Jaramillo
County Clerk

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
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BY LINDARK

Torrance County
PO Box 48
205 9th Street
Estancia, NM 87016
(505) 544-4390 Main Line (505) 384-5294 Fax
www.torrancecountynm.org

9/6/17

Planning & Zoning recommendations for amending the Solid Waste Ordinance 94-12 section 13 (exemptions)

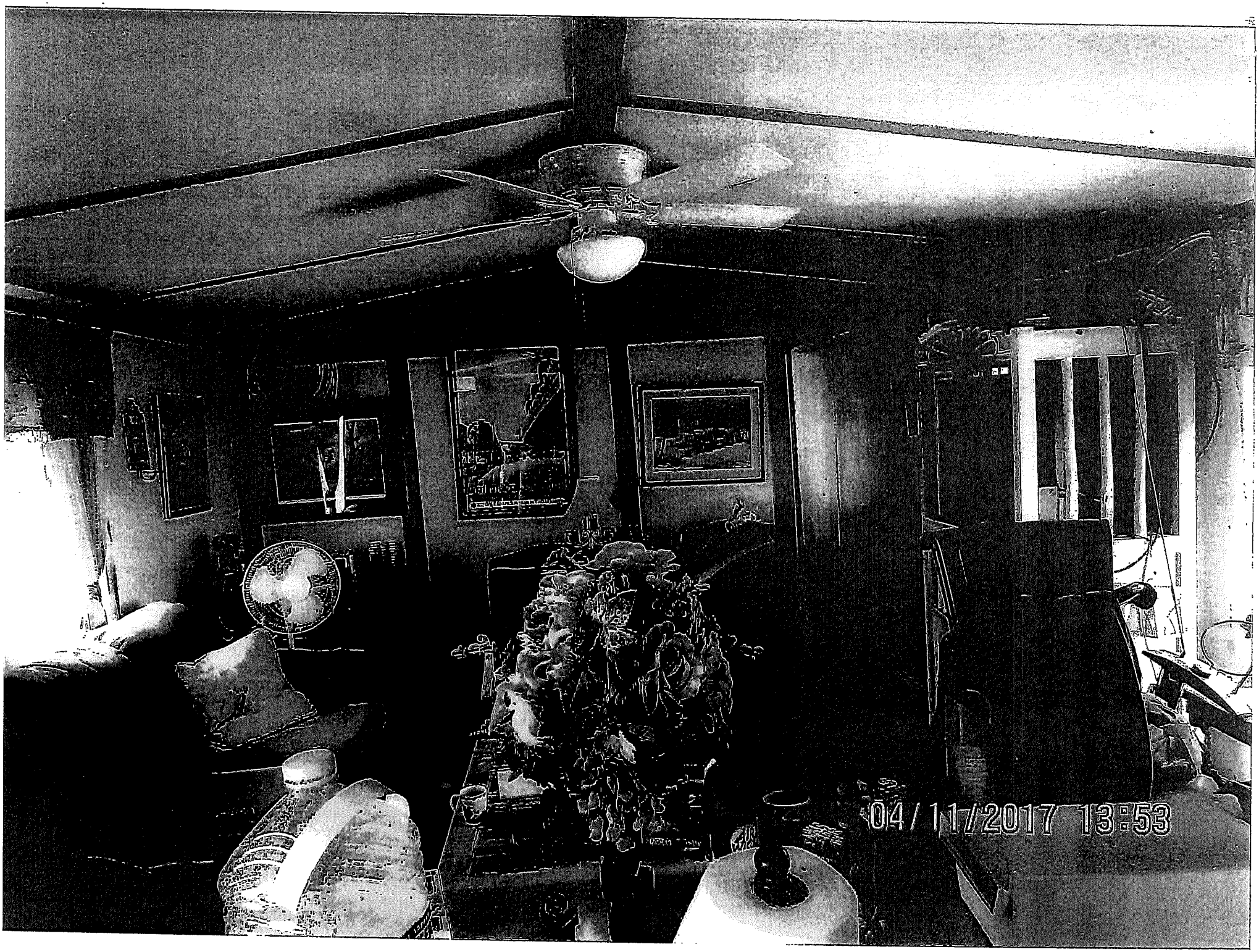
Only give discounts that can be verified at point of application such as senior discount, applicant would be required to show an ID which show their age and verify they own property;

Disability or indigent discount, applicant would be required to show there disability determination or there income statement.

The pictures included are a sample of 3 properties and mostly what I was finding doing vacant exempt inspections. These were weekend getaways for the owners who lived elsewhere. Many exempts that were denied where similar to this. Although other vacant exempts had folks outright living at properties. I found one land lord that had numerous properties rented with tenants living in them with vacant exemptions.

Dan DeCosta

Code Enforcement Officer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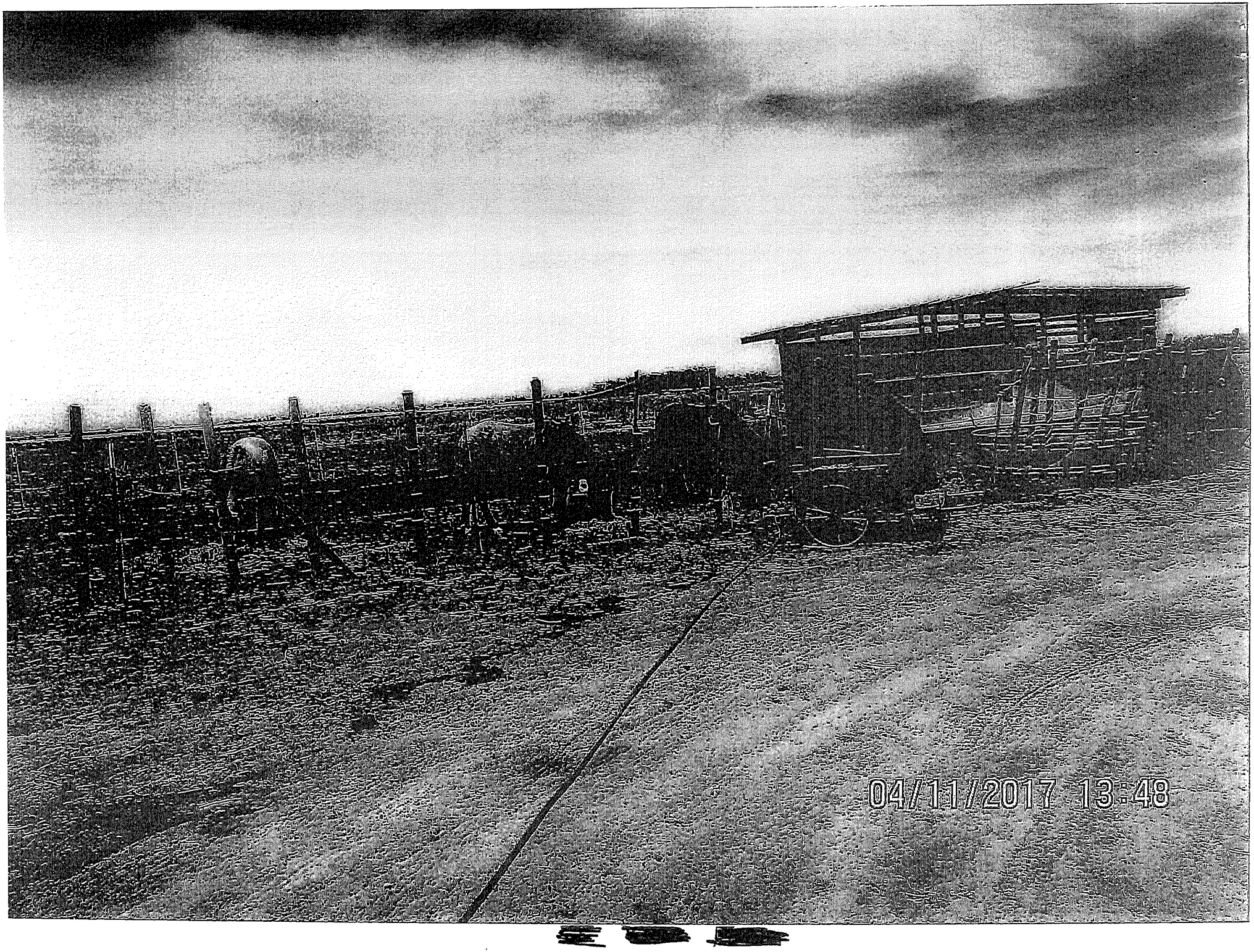
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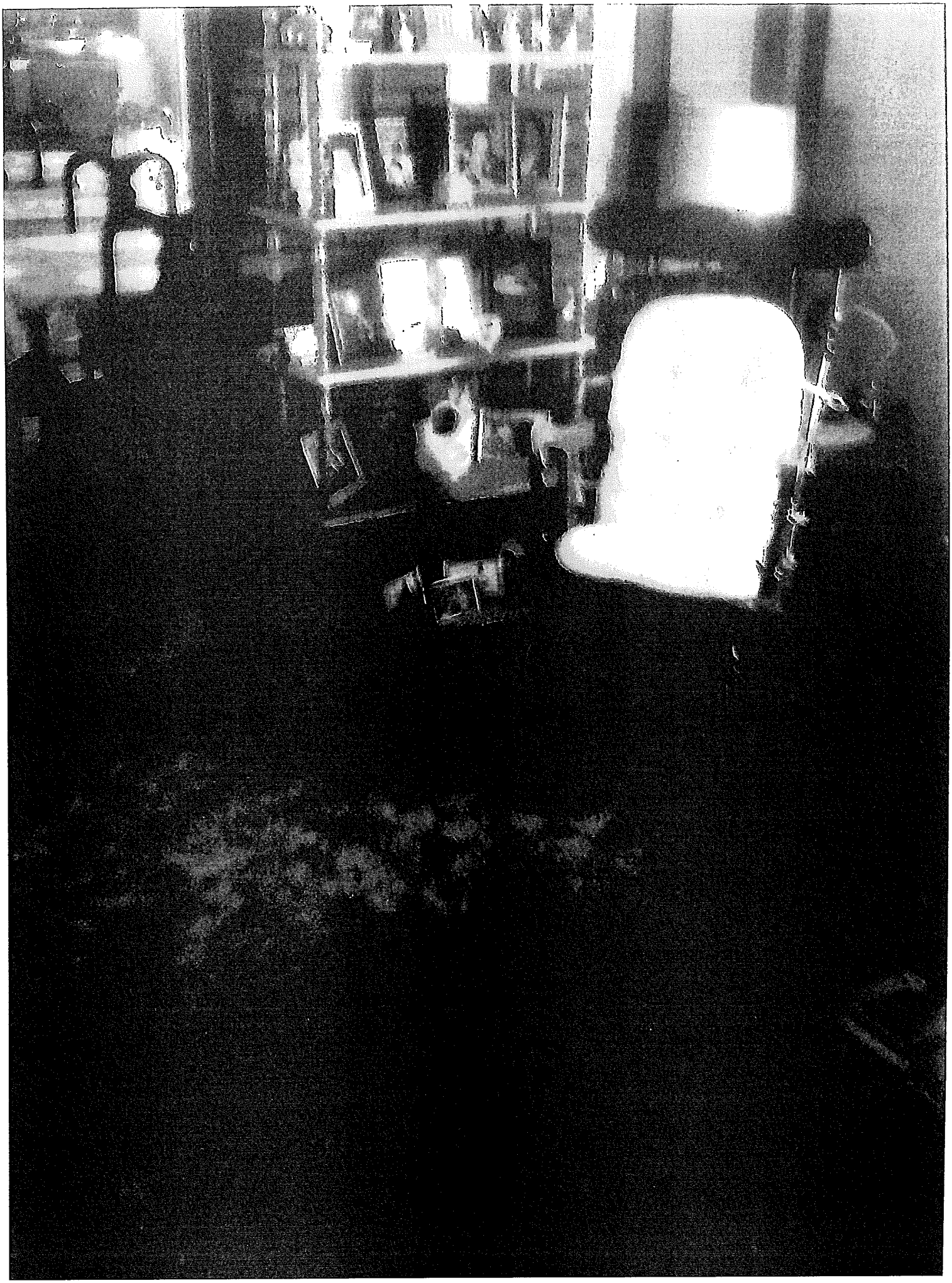


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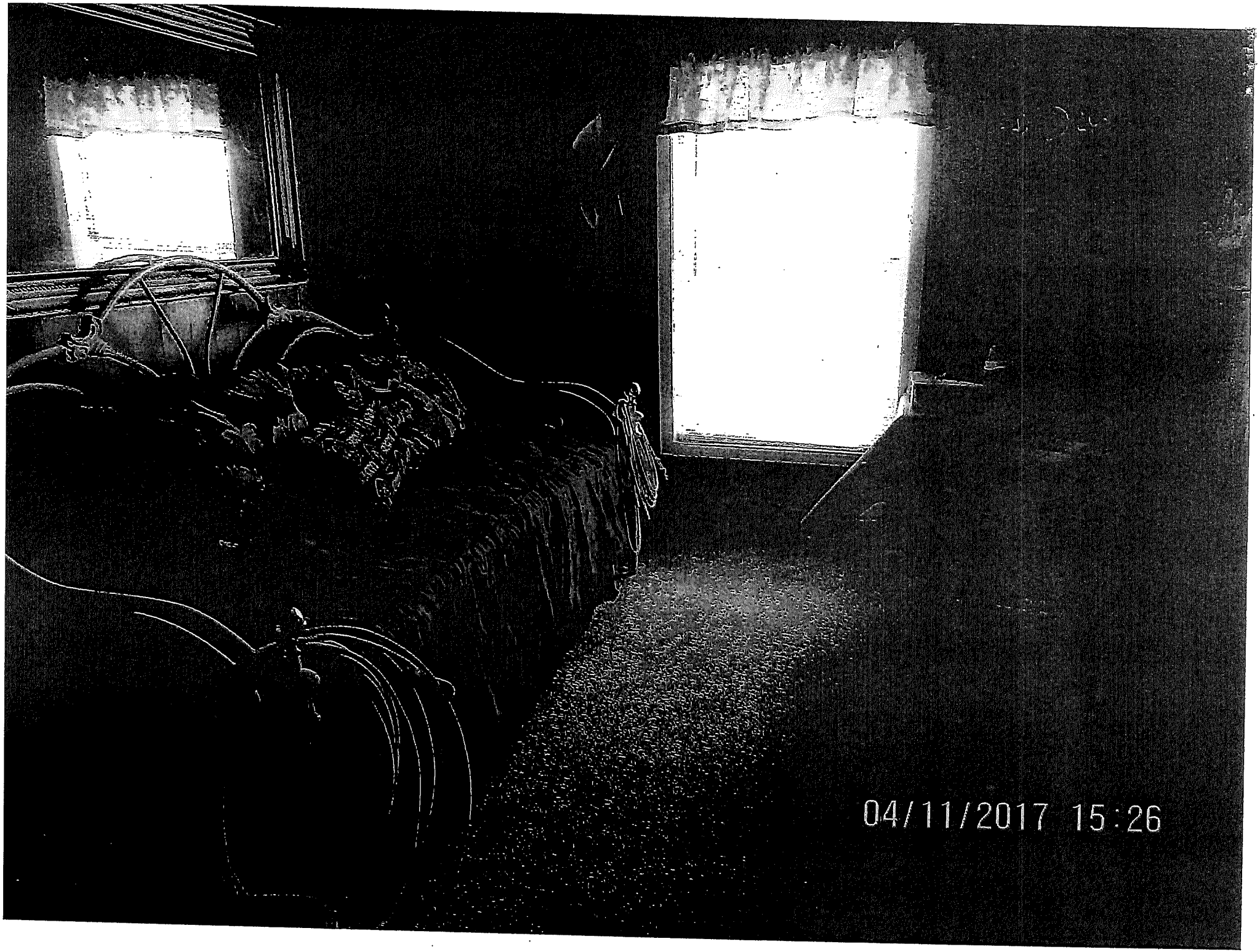
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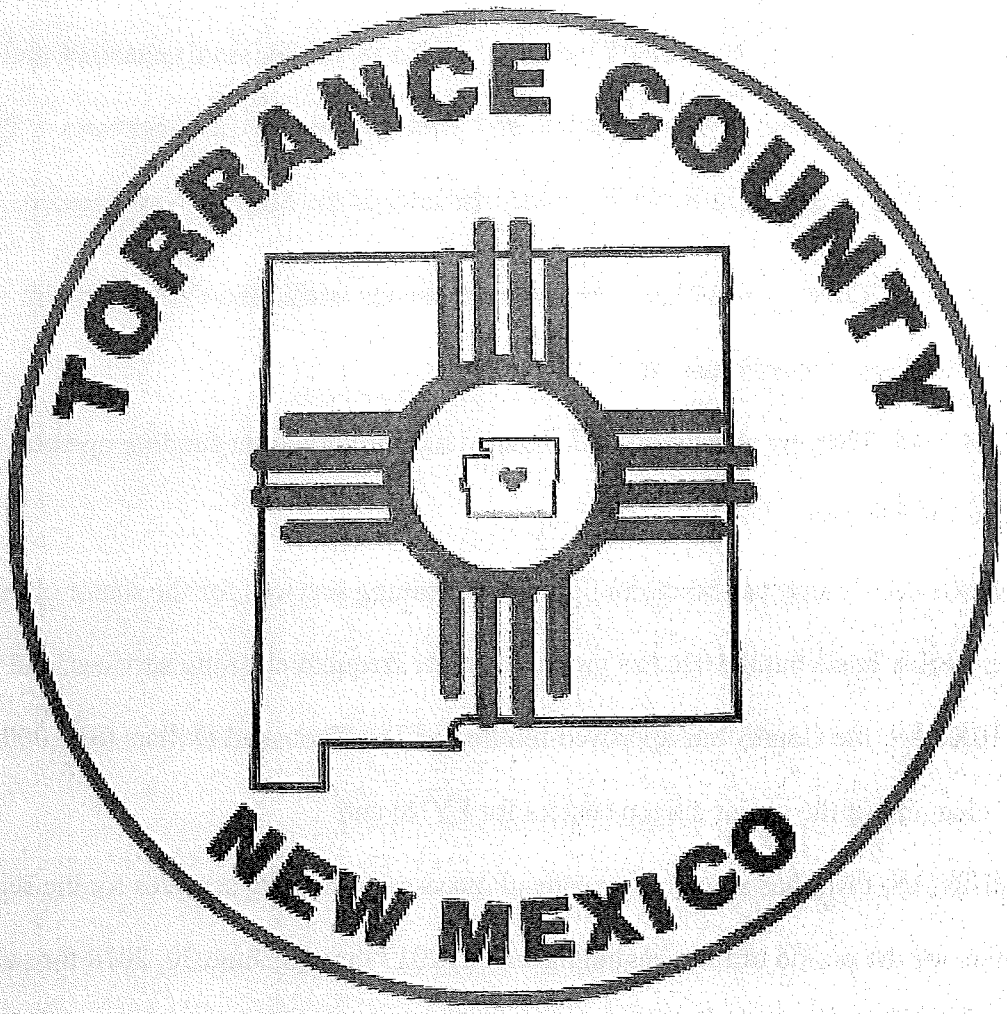


Agenda Item
No. 14

MEMORANDUM OF AGREEMENT

Between Presbyterian Medical Services and Torrance County Concerning the Allocation of Funds to Offset the Cleaning Expenses for County Senior Citizen Centers

This Memorandum of Agreement ("MOA") is hereby entered into this ____ day of August, 2017, between the County of Torrance ("County"), a political subdivision, organized and existing under the laws of the State of New Mexico and Presbyterian Medical Services ("PMS"), a governmental entity, organized and existing under the laws of the State of New Mexico.

WHEREAS, County owns three senior citizen centers within the County, to wit: Moriarty, Estancia and Mountainair; and

WHEREAS, PMS by agreement with County and through grant funding operates the senior citizen centers; and

WHEREAS, County has heretofore provided cleaning services for the senior citizen centers on a weekly basis but the need as grown for more frequent cleaning services; and

WHEREAS, the County has approved funding of Ten Thousand Dollars ($10,000.00) to provide for cleaning of the senior citizen centers for FY18; and

WHEREAS, PMS has agreed to provide all necessary cleaning services for the senior citizen centers for the period of time beginning July 1, 2017 through June 30, 2018 for said amount of $10,000.00.

IT IS THEREFORE AGREED AND UNDERSTOOD as follows:

1. PMS will provide for all necessary cleaning of the senior citizen centers in Moriarty, Mountainair, and Estancia for FY18 for the sole consideration of Ten Thousand Dollars ($10,000.00).

2. Any amount expended for cleaning of said senior citizen centers in excess of the compensation set out herein shall be the responsibility of PMS.
3. PMS shall submit a monthly invoice to County in the amount of Eight Hundred Thirty Three Dollars and Thirty Three Cents ($833.33) on or before the 25th day of each month and County shall remit payment for said amount within two weeks of receipt.
4. Either party may terminate this agreement upon thirty (30) days written notice to the other.
5. The funding provided by County for this agreement is appropriated only for FY18 and future years funding, if any, must be approved by the Board of County Commissioners of Torrance County.
6. This MOA and further agreements shall be governed by the law of the State of New Mexico.
7. This MOA supersedes any prior written or oral agreements or understandings between the parties hereto, regarding the subject matter hereof. This MOA shall not be amended or modified except by writing executed by each of the parties hereto.
8. If required by law, this MOA is not effective until approved by the State Department of Finance Administration or any other necessary State agency.

Witness our hands and seals on the date first above written.

Belinda Garland
Torrance County Manager

Presbyterian Medical Services

ATTEST:

Torrance County Clerk

TORRANCE COUNTY SEAL CLERK STATE OF NEW MEXICO

Agenda Item
No. 15

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

DWI GRANT AGREEMENT
Project No. 18-D-G-31

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

WITNESSETH:

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

WHEREAS, on May 2, 2017, the DWI Grant Council awarded the Grantee **$60,000.00** to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.

B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from **July 1, 2017** through **June 30, 2018.**

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.

2. The Grantee agrees to prepare an evaluation of the Prevention, Treatment and/or Compliance Monitoring Components using the Local DWI evaluation plan template.

3. The Grantee agrees to attend meetings with Division staff and the statewide evaluator as necessary.

4. The Grantee agrees to submit to the Division quarterly status reports from the Evaluator that include general updates, process and outcome evaluation developments which occurred during the preceding quarter.

5. The Grantee agrees to submit a preliminary evaluation report to the Division no later than August 31st in a format to be determined by the Department of Health.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2017**.

2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2017, January 31, 2018,** and **April 30, 2018** for review and comment.

4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than **July 11, 2018.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.

2. The Annual Report shall be submitted no later than **July 25, 2018.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Sixty Thousand Dollars and No Cents ($60,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.

B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.

D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.

C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.

D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
   a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
   b. Incurred on or before the termination date in the notice of early termination;
   c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
   d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

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

A. It has the legal authority to receive and expend the funds as described in the Project Description.

B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.

C. It shall finance all costs of the Project, including all Project overruns.

D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

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

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over $60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.

G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.

H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.

I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in

connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

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

Name: Tracey Master
Title: DWI Prevention Program Coordinator
Address: PO Box 48
Estancia, NM 87016

Phone: 505-705-0332
Fax: 505-384-5294
Email: tmaster@tcnm.us

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

Name: Luci Kelly
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4958
Fax: (505) 827-4340
Email: Luci.Kelly@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty Three Thousand Eight Hundred Eight Dollars and No Cents ($23,808.00) (40%)** as its matching funds commitment.

B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.

C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarter Progress Report,** for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.

D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarter Progress Report,** for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarter Progress Report,** for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

F. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**

G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program website. Data shall be entered and maintained in a current up-to-date status.**

H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.**

I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations

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

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

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

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

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF TORRANCE

By: Belinda Garland 8-29-17
Authorized Signatory Date

Belinda Garland
(Type or Print Name)

OFFICIAL SEAL
Linda Jaramillo
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 6/7/21

STATE OF NEW MEXICO)
) ss.
COUNTY OF TORRANCE)

The foregoing instrument was acknowledged before me this 29th day of August, 2017 by Belinda Garland.

Linda Jaramillo
Notary Public

My Commission Expires: 6/7/21

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By:_____ _____
Rick Lopez, Director Date

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Torrance County

Grant No.: 18-D-J-G-31
Grant Amount: $60,000.00

Grantee will provide DWI program activities in the following areas:

1) **Prevention:**
Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) **Screening:**
The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3 **Treatment: Outpatient/Jail based**
Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

4) **Compliance Monitoring/Tracking:**
The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) **Coordination, Planning, and Evaluation:**
The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

6) **Alternative Sentencing:**
Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Drug Courts, and community service.

LDWI funding may be used to support alternative adjudication programs such as DWI court and teen court. Teen court funding is limited to $30,000 for the operation of teen courts. All DWI courts must follow AOC specialty court guidelines. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

Often teen court programs implement prevention activities in addition to their alternative sentencing services. Prevention activities, services and programs implemented by a teen court must be budgeted through the prevention component and meet prevention program requirements.

Torrance County Grants Committee

Grant Review Summary

Department & Project Manager: DWI - Tracey Master Date: 8/31/2017

Type of Grant: (Reimbursable) (Match) Other: in kind

Name of Grant:	Grant/Agreement Number:
Local DWI Grant	18-D-G-31
Grantor:	**Grant Term:**
NM Dept. of Finance and Administration	7/1/2017 thru 6/30/2018
Grant Funding:	**Administration Fee:**
60,000	n/a

Report Requirements:
4 quarterly reports, annual report

Matching:
in kind

Project Description:
Prevention, enforcement, compliance, and teen court for driving while intoxicated., treatment

Legal Requirements:
NM + Federal law compliance

Committee Concerns:
none

Recommend: X Approve
___ Approve with conditions: _____
___ Do Not Approve

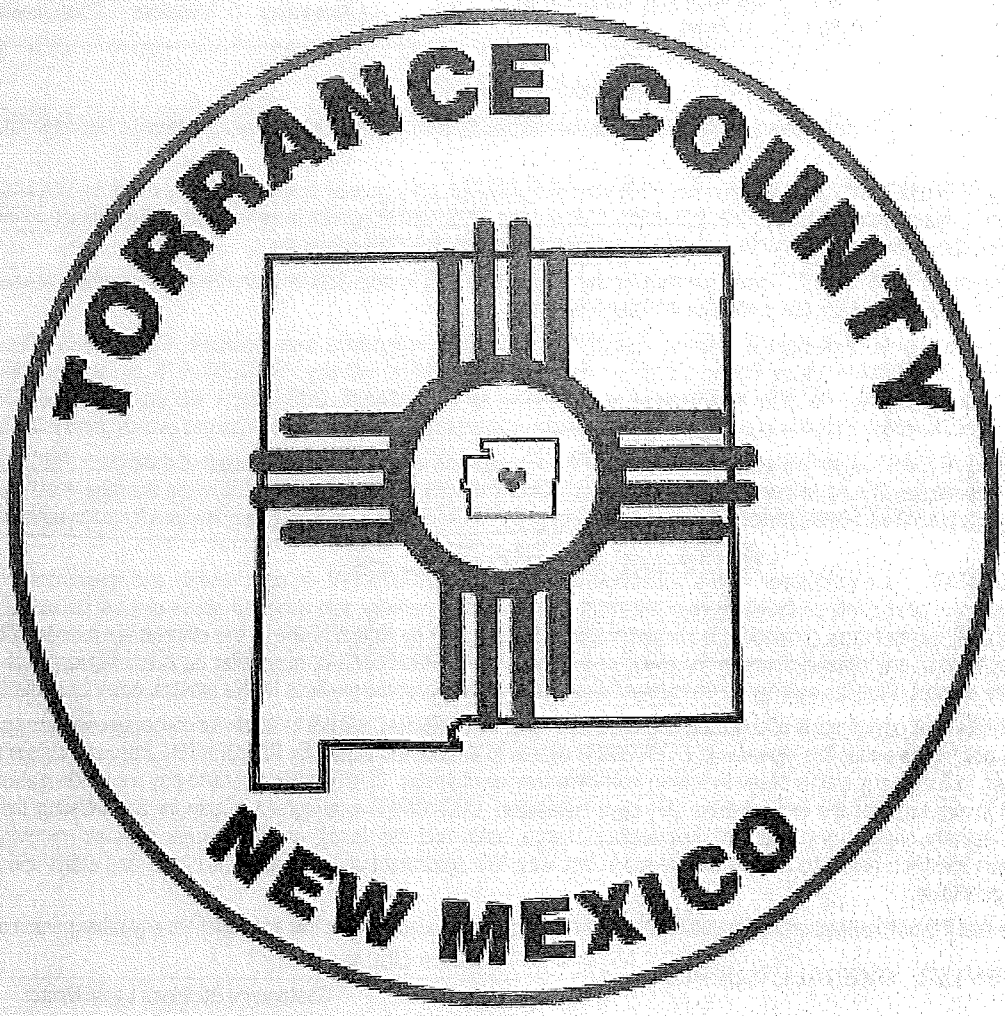
Grants Committee:

Belinda Stoddard
County Manager

Leslie Olivas
Purchasing Director

County Treasurer

Amanda Tenorio
Finance Director



Agenda Item
No. 16

Prudential Overall Supply®

SERVICE RENTAL AGREEMENT

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel					Other Merchandise				
Item	Rental Rate	Inventory Per Wearer	Total Wearers or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
See Addendum A&B									

FIRST DELIVERY DATE: Service Rental Agreement is effective the date signed by both parties. The term of Agreement is based on the installation date of each served location.

1. GENERAL PURPOSE MERCHANDISE: Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish Safety Data Sheets (SDS) to comply with all applicable laws. Merchandise rented by Prudential is also not considered ANSI/ISEA 107-1999 compliant.

2. TERMS: Upon approval of CUSTOMER'S credit, payment is due net 30 days from invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.

3. REPLACEMENT: In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value unless CUSTOMER elects Budget Protection Program. CUSTOMER will pay PRUDENTIAL'S current replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S current replacement value. Budget Protection Program is a per piece insurance rate that covers all damage related charges except gross misuse.

~~**4. RIGHT OF CANCELLATION:** Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL 50% of the average weekly dollar volume for the un-expired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.~~

5. TERM OF AGREEMENT: In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER, this agreement shall continue for ~~eighty-four (84) months~~ Thirty Six (36) Months Min from the first delivery date specified above and will be automatically renewed for successive eighty-four (84) month terms, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index – all areas for the previous twelve months, or six and nine-tenths percent.

GENERAL: CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, sales and use taxes, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern.

PRUDENTIAL OVERALL SUPPLY

By: _____

Title: CoSR

Date: _____

Torrance County

Customer's Business Legal Name:

By (Signature): _____

Print Name: _____

Its Duly Authorized: _____

(title)

Address: 205 South 9th St.

City/State/Zip: Estancia NM 87016

Phone: (505)544-4730

For office use only:

General Manager Approval

FORM 10032A-84-SLX REV 4/21/2016

Prudential Overall Supply®

Addendum "B"
Service Guarantee
For
Torrance County

If at any time the standard of quality for either service or merchandise does not meet industrial standards, Torrance County will give PRUDENTIAL OVERALL SUPPLY written notice to correct said deficiencies. If, after sixty (60) days from the date of written notice PRUDENTIAL OVERALL SUPPLY has not corrected said deficiencies to meet industry standards, Torrance County has the option to cancel the Service Rental Agreement, after paying all charges for services rendered and any lost and/or damage charges.

Prudential Overall Supply		**Torrance County**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

CLEAN GREEN
TRSA CERTIFIED

Prudential Overall Supply®

Estimated Rental Cost Worksheet For Torrance County

GARMENTS

ITEM	POS CODE	# OF EMPLOYEES	INVENTORY	WEEKLY UNIT RATE	WEEKLY COST PER EMPLOYEE	TOTAL WEEKLY RENTAL

FACILITY SERVICES\TOWELING\FLATGOODS

ITEM	POS CODE	INVENTORY	WEEKLY UNIT RATE	REPLACEMENT RATE	TOTAL WEEKLY RENTAL
Wet Mop	9378	2	$2.00	$14.64	$4.00
Wet Mop Handle	9392	2	$0.00	$21.96	$0.00
36" Dust Mop	9314	4	$1.75	$21.96	$7.00
50" Dust Mop	9315	4	$2.50	$25.62	$10.00
Dust Mop Handle	9391	2	$0.00	$18.30	$0.00
3 x 5 Scraper Mat	9238	4	$2.00	$64.46	$8.00
3 x 5 Appearance Mat - Black	9034	10	$3.50	$54.10	$35.00

Total Weekly Rental		$64.00
Delivery Fee		$13.10
Estimated Weekly Total		**$77.10 ***

* Plus sales tax if applicable

This proposal is based on acceptance within 30 days of August 21, 2017.

Prudential Overall Supply

Signature: _____

Name: _____

Title: _____

Date: _____

Torrance County

Signature: _____

Name: _____

Title: _____

Date: _____

CLEAN GREEN
TRSA CERTIFIED

Prudential Overall Supply®

Estimated Rental Cost Worksheet For Torrance County

GARMENTS

ITEM	POS CODE	# OF EMPLOYEES	INVENTORY	WEEKLY UNIT RATE	WEEKLY COST PER EMPLOYEE	TOTAL WEEKLY RENTAL
Wrangler Classic Fit Jean	75-83-13-5Z	2	11	$0.40	$4.40	$8.80
Industrial Shirt - Professionally Pressed	78-42-51	2	11	$0.25	$2.75	$5.50
Budget Protection Program	BPP-CL1	2	22	$0.15	$3.30	$6.60
Weekly Total Per Wearer					$10.45	

FACILITY SERVICES\TOWELING\FLATGOODS

ITEM	POS CODE	INVENTORY	WEEKLY UNIT RATE	REPLACEMENT RATE	TOTAL WEEKLY RENTAL
3 x 5 Appearance Mat - Gray	9035	5	$3.50	$54.10	$17.50
3 x 5 Message Mat	9030	2	$3.90	$63.31	$7.80
38" Dust Mop	9314	8	$1.75	$21.96	$14.00
Dust Mop Handle	9391	2	$0.00	$18.30	$0.00
Wet Mop	9378	4	$2.00	$14.64	$8.00
Wet Mop Handle	9392	2	$0.00	$21.96	$0.00

Total Weekly Rental	$68.20
Delivery Fee	$13.10
Estimated Weekly Total	**$81.30 ***

* Plus sales tax if applicable

This proposal is based on acceptance within 30 days of August 21, 2017.

Prudential Overall Supply

Signature: _____

Name: _____

Title: _____

Date: _____

Torrance County

Signature: _____

Name: _____

Title: _____

Date: _____

CLEAN GREEN
TRSA CERTIFIED

Prudential Overall Supply®

Addendum "B"
Service Guarantee
For
Torrance County

If at any time the standard of quality for either service or merchandise does not meet industrial standards, Torrance County will give PRUDENTIAL OVERALL SUPPLY written notice to correct said deficiencies. If, after sixty (60) days from the date of written notice PRUDENTIAL OVERALL SUPPLY has not corrected said deficiencies to meet industry standards, Torrance County has the option to cancel the Service Rental Agreement, after paying all charges for services rendered and any lost and/or damage charges.

Prudential Overall Supply		**Torrance County**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

CLEAN GREEN
TRSA CERTIFIED

Prudential Overall Supply®

SERVICE RENTAL AGREEMENT

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel					Other Merchandise				
Item	Rental Rate	Inventory Per Wearer	Total Wearers or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
See Addendum A&B									

FIRST DELIVERY DATE: Service Rental Agreement is effective the date signed by both parties. The term of Agreement is based on the installation date of each served location.

1. GENERAL PURPOSE MERCHANDISE: Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish Safety Data Sheets (SDS) to comply with all applicable laws. Merchandise rented by Prudential is also not considered ANSI/ISEA 107-1999 compliant.

2. TERMS: Upon approval of CUSTOMER'S credit, payment is due net 30 days from invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.

3. REPLACEMENT: In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value unless CUSTOMER elects Budget Protection Program. CUSTOMER will pay PRUDENTIAL'S current replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S current replacement value. Budget Protection Program is a per piece insurance rate that covers all damage related charges except gross misuse.

~~**4. RIGHT OF CANCELLATION:** Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL 50% of the average weekly dollar volume for the un-expired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.~~

5. TERM OF AGREEMENT: In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER; this agreement shall continue for ~~eighty-four (84) months~~ Thirty Six (36) Month MF from the first delivery date specified above and will be automatically renewed for successive eighty-four (84) month terms, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index – all areas for the previous twelve months, or six and nine-tenths percent.

GENERAL: CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, sales and use taxes, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern.

PRUDENTIAL OVERALL SUPPLY

By: _____

Title: CoSR

Date: _____

Torrance County

Customer's Business Legal Name:

By (Signature): _____

Print Name: _____

Its Duly Authorized: _____
(title)

Address: 205 South 9th St.

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For office use only:

General Manager Approval

FORM 10032A-84-SLX REV 4/21/2016

Agenda Item
No. 17

RESOLUTION NO. 2017-47

RESOLUTION FINDING A DECEDENT TO BE INDIGENT OR UNCLAIMED AND AUTHORIZING PAYMENT FOR THE BURIAL OR CREMATION OF AN INDIGENT PERSON, AS DEFIND IN SECTION 24-13-2 NMSA 1978, OR OF AN UNCLAIMED DECEDNT, AS DEFIND 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/her body is at Harris Hanlon Mortuary, and he/she 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 August 2017.

TORRANCE COUNTY COMMISSION

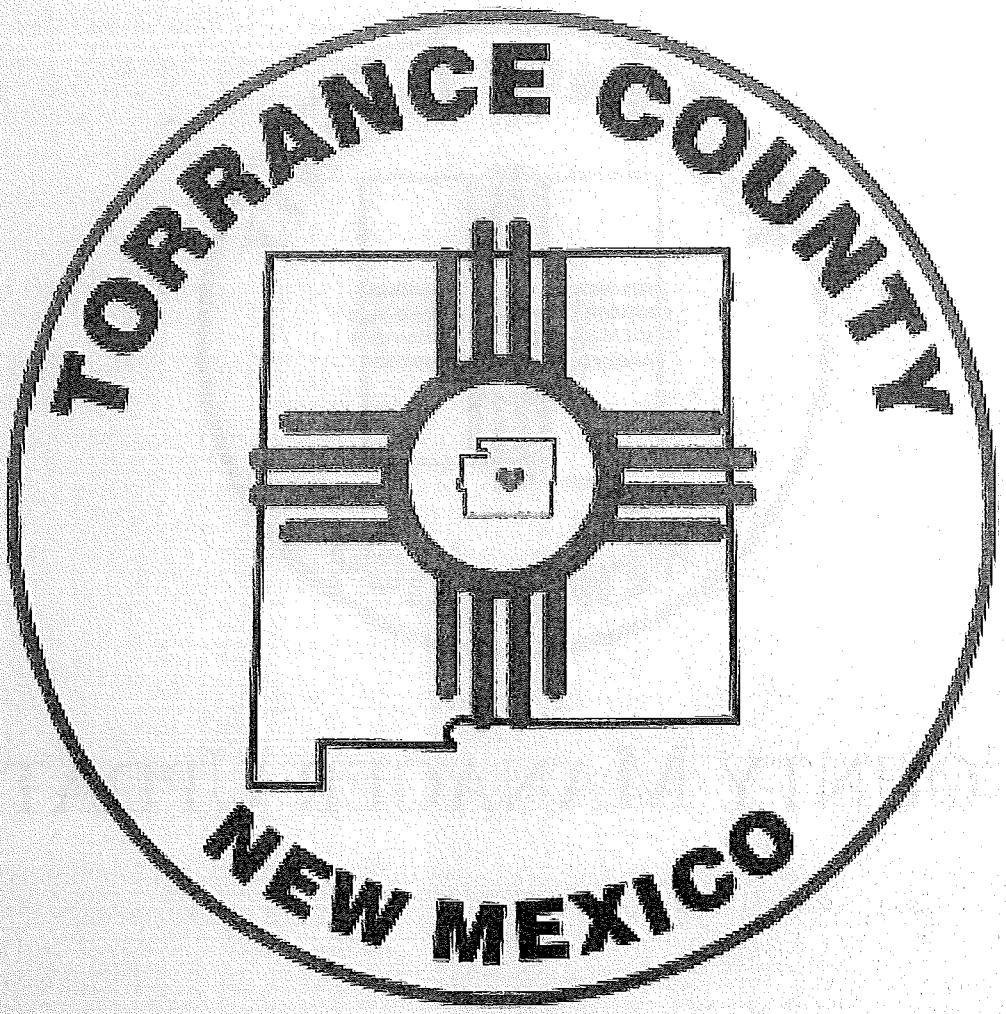
Attest:

Javier E. Sanchez, Chair

County Clerk

Jim Frost, Member

Julia DuCharme, Member



Agenda Item
No. 18

COUNTY MANAGER UPDATE