



TORRANCE **C**OUNTY
COMMISSION MEETING
APRIL 25TH, 2018
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

April 25th, 2018
9:00 A.M.

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

Approval of Minutes: April 11th, 2018 Regular Meeting April 16th, 2018 Special Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
1. *Approval of Checks*

Public Requests:

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

ACTION ITEMS*:

ITEMS TO BE CONSIDERED AND ACTED UPON

Public Comment, each item: At the Discretion of the Commission Chair. Comments are limited to two (2) minutes per person.

*County Public Relations:

1. Torrance County Fire Department

*Commission Matters:

2. Presentation by Mr. Bob Hudson:
3. Proclamation, May 2018 as *Motorcycle Awareness Month*
4. Proclamation, May 2018 as *Fire Preparedness Month*
5. Update on the Opioid Law Suit
6. Request for Celebration Permit(s) - Michael Lobaugh, Two Guys Making Artisan Cheese:
 - a. Mother's Day Celebration, May 12th, 2018
 - b. Father's Day Celebration, June 16th, 2018
7. Request Permission to Attend NM Association of Counties Annual Conference, Socorro, NM:
 - c. Budget and Cost(s) Report Presentation by Amanda Tenorio, Finance Director
 - d. Early Registration Open, Request for decision of Commission for travel and registration expenses Countywide
8. Request Permission to Post Open Fair Board Position- Marcie Wallin
9. Transportation Committee Discussion
 - a. Consideration of Forming a Transportation Committee
 - b. Directive(s) to County Manager

* Department Requests/Reports:

10. Updates: a. Various County Departments b. Other Boards or Land Grants (upon request) c. Forest Service (upon request) d. Commission
11. Ratification of CYFD Agreement No. 17-690-20139-2- Anna Martinez, DV Coordinator
12. FY 2018-2019 Fire Protection Fund- Lester Gary, Fire Chief
13. Renewal of Triadic Contract – Noah Sedillo, Chief Procurement Officer
14. FY 18' Audit Contract Approval for Hinkle & Landers, PC – Noah Sedillo, Chief Procurement Officer
15. Resolution 2018-21 Line Item Transfer(s) – Amanda Tenorio, Finance Director
16. Resolution 2018-22 Budget Increase – Amanda Tenorio, Finance Director
17. Resolution 2018-23 Cash Transfer(s) & Line Item Transfer(s) Between Funds – Amanda Tenorio, Finance Director
18. Approval on Grant Amendment #1 to CYFD and Torrance County Home Visiting, Agreement # 18-690-20890-1 – Annette Ortiz

*County Manager Requests/Reports:

19. Update

Public Requests:

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

EXECUTIVE SESSION:

As Per Motion and Roll Call Vote, Pursuant to New Mexico State Section 10-15-1 H (7) the Following Matters will be discussed in Closed Session:
Attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, specifically related to Estancia Valley Solid Waste Authority contract with Torrance County.

*Reconvene from Executive Session:

Pursuant to Open Meetings Act, Section 10-15-1 H (7), Commission Report from Closed Meeting: Consider and Act upon, if necessary Litigation related to;
Attorney-client privilege pertaining to threatened or pending litigation in which the public body is or may become a participant, specifically related to Estancia Valley Solid Waste Authority contract with Torrance County.

***Adjourn**



Minutes

**Draft Copy
Torrance County Commission
Regular Meeting
April 11, 2018**

Commissioners Present: James Frost, Member
Julia DuCharme, Chair
Javier Sanchez, Member

Others Present: Belinda Garland, County Manager
Dennis Wallin, County Attorney
Annette Ortiz, Deputy County Manager
Sylvia Chavez, Admin Assistant

Call to Order:

Madam Chair DuCharme calls the meeting to order at 9:02 am, Belinda Garland leads the Pledge of Allegiance and Annette Ortiz gave the Invocation.

Approval of Minutes:

Madam Chair DuCharme asks for a motion to approve the minutes from the March 28th meeting. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the March 28, 2018 Regular Commission Meeting Minutes.

Commissioner Sanchez seconds the motion. Madam Chair DuCharme mentions that there were corrections she had Ms. Jaramillo's office make to the public hearing portion of the minutes. It was abbreviated and Madam Chair DuCharme wanted the owners concerns to be part of the record. No further discussion, all in favor. **MOTION CARRIED.**

Approval of Meeting Agenda:

Madam Chair DuCharme states that Mr. Kopelman and Ms. Philips are not here yet to present agenda item #1, so we will get to them once they have arrived to the meeting. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the April 11, 2018 meeting agenda. Commissioner Sanchez seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

Approval of Consent Agenda:

Madam Chair DuCharme asks for approval of the consent agenda. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Consent Agenda. Commissioner Sanchez seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

Public Request:

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.

Madam Chair DuCharme asks for public request and at this time there is none.

ACTION ITEMS:

ITEMS TO BE CONSIDERED AND ACTED UPON

Public Comment, each item: At the discretion of the Commission Chair, Comments are limited to two (2) minutes per person.

***Commission Matters:**

2. Findings of Fact and Conclusions of Law, Vacation of the Iron Forge Manor Subdivision.

Dennis Wallin, County Attorney, explains the findings of fact & conclusions of law for the vacation of the Iron Forge Manor subdivision from the public hearing from the last meeting.

Madam Chair DuCharme asks Mr. Guetschow if he has any concerns with the findings/conclusions.

Mr. Steve Guetschow believes that the findings of facts and conclusions of law cover everything for the vacation. All documentation hereto attached. **ACTION**

TAKEN: Commissioner Frost makes a motion to approve the Findings of Fact & Conclusions of Law for the Vacation of the Iron Forge Manor Subdivision. Commissioner Sanchez seconds the motion. No further discussion, all in favor.

MOTION CARRIED.

3. Consider and Act Upon District Representative(s) on the Solid Waste Board

Commissioner Frost asked for this to be put on the agenda, he has thought about this and feels that since there are 3 board members for the EVSWA board that those 3 members can be appointed to represent each one of the Commission Districts. This way each district is represented and the whole County will be

covered. **ACTION TAKEN:** Commissioner Frost makes a motion to appoint the EVSWA board members one from each Commission District.

Commissioner Sanchez states that EVSWA does not have districts, it's a County as a whole. Appointing one from each district could be problematic in the future. The appointments should be opened to the entire public not by Commission district.

Madam Chair DuCharme asks Commissioner Frost on clarification on the qualification the applicants will need to have, what happens if no one wants to be a board member from a certain district. Should that board member live within the district they will be representing?

Public Comment:

Michael Godey, Tajique the appointments should be left open to the entire public, if the Commission is not satisfied with the current applicants then maybe the positions should be advertised again.

Madam Chair DuCharme asks if anyone else is in favor of this

Charlene Guffey, resident states that she agrees with Commissioner Frost but does see Commissioner Sanchez's point of view. Ms. Guffey feels that the County Manager or Deputy County Manager should be back on the board, the prior County Manager used to be on the board and she was able to give insight on the County's behalf especially when it came to the budget issues.

Commissioner Sanchez does not see the need to have appointee's from each district to represent the County it should be as a whole. We may not receive applicants from each district, this affects customers all across the County not just in certain areas.

There is no second to Commissioner Frost's motion, **MOTION DIES.**

1. Presentation by NM Association of Counties:

a. Role of a County Commissioner

b. Hold Harmless Tax Information

County Manager Garland introduces Mr. Steve Kopelman, Executive Director and Ms. Grace Philips, General Counsel

a. Role of a County Commissioner

Mr. Kopelman hands out packets to the Commission and a few to the audience and then explains County government, Counties are political subdivisions of the state and are authorized to act only in conformance with statutory and constitutional powers. In accordance with both law and custom, counties are

independent self-governing corporate entities, even though they also serve a role as an administrative arm of the state.

Legislators are the ones that create Counties in the state, NM has 33 Counties with Bernalillo County being the largest with a population of 673,460 and Harding County being the smallest with population of 707. The last county created by the legislature was Cibola County in 1981. The County's population and assessed property values are used as criteria for classification. County classifications establish the salary schedule for County officials and determines the County's budget. Mr. Kopelman mentions that HB69 was just passed and it will raise the salaries for the elected officials, which will take effect in the new fiscal year. Each County can decide on the number of Commissioners on their board, if there is a 3 member board 2 counts as a quorum and if there is a 5 member board 3 counts as a quorum. Commissioners are the policy makers for the Counties, they then delegate the County Manager to do the day to day work. Each Commissioner can serve two 4 year term limits. Their powers are to include safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of their County and its inhabitants. They implement ordinances that govern their County and staff. The Commission cannot govern the other elected officials such as the Assessor, Clerk, Sheriff, Treasurer and Probate Judge. Mr. Kopelman states that he likes County Government, the Commission is closer to the public versus legislators.

Ms. Philips states that Mr. Kopelman spoke about the technical side of being a Commissioner but let's talk about what makes a good Commissioner. Ms. Philips asks the Commission "what makes a good Commissioner"

Madam Chair DuCharme states being responsive to constituents.

Commissioner Frost mentions that giving the opportunity to constituents to talk to their Commissioner and listen to what their concerns are. Using good judgment but not to promise anything.

Commissioner Sanchez states that having courage, strength, fortitude, independence, responsible and having the ability to set your personal feelings aside.

Ms. Philips states that those are all great examples and adds being precise, not having long meetings and being precise with Commission meetings. She also asks the Commission how they communicate with one another. With respect? Do you always agree on everything?

Madam Chair DuCharme mentions that sometimes being a Commissioner you need to be an analytical person be able to connect the dots.

Ms. Philips asks if the Commission has individual power, as an individual there is zero power but as a whole the Commission can make decisions. Ms. Philips mentions that no work can be done efficiently if a Commissioner tries to tell the road department to do certain jobs. The Commission has no authority over personnel issues, they must be directed to the County Manager. Ms. Philips asks the Commissioners about being ethical, with no personal interests involved on certain projects. As Commissioners you must be cautious on certain subjects. Ms. Philips refers to some legal cases that are in the packet that Mr. Kopelman handed out earlier. These are cases that range from monies received from kickbacks, sexual harassment and misuse of public funds. Both Ms. Philips and Mr. Kopelman caution the Commission when sending out emails and the appearance of impropriety for someone's business.

Mr. Kopelman informs the Commission that doing duties outside the scope of a Commissioners duties can lead to Commissioners being sued individually.

Public Comment:

Michael Godey, resident states that the Commission needs to be open in spirit inviting to the public.

Charlene Guffey, resident asks Mr. Kopelman and Ms. Philips "what can the public do if they feel that an elected official is doing wrong."

Mr. Kopelman suggests visiting with that individual and talk about concerns, or go to either the County Manager or the Attorney General if the wrong doing is not criminal.

b. Hold Harmless Tax Information

Mr. Kopelman explains to the Commission that 22 out of the 33 Counties have enacted their hold harmless tax. This is done in 1/8 increments and must be done through an ordinance. There have been some Counties that have also been specific on what they will use the money for from the hold harmless tax.

Madam Chair DuCharme asks how County businesses are affected by the hold harmless tax.

Mr. Kopelman states that it depends on the rate, most businesses will increase their price to cover the tax.

Public Comment:

Nick Sedillo, Risk Manager states that he is the black sheep of the County because he believes the County should implement the hold harmless tax. This will help generate funds for fire, law enforcement and road departments. The departments the County gets the most complaints about.

That wraps up the presentation from the NMAC, the Commission thanks Mr. Kopelman and Ms. Philips for coming out today.

Break at 10:25 am

Back from Break at 10:35 am

4. EVSWA Board Interviews

a. Appointments

Ms. Annette Ortiz, Deputy County Manager informs the Commission that she was out of the office last week when the deadline was due for the letters of interest for the applicants for the EVSWA board. Ms. Ortiz explains to the Commission that she was having some issues with her email and was not able to get Mr. Williams email on time for the packets but she has attached his email in their packets as well as another hand delivered letter that was in her box.

Madam Chair DuCharme states that the interviews will be done in the order that the letters of interest were received.

- 1) **Marco Banales**-states that he lives in the Ewing area and has been a Torrance County resident for many years and has worked within the environmental department for 11 years. He currently sits on the EVSWA board as a County appointee, he helps on other sub-committees on that board. He is very familiar with the operations of the authority and he has received several different trainings with his job that helps him understand the process of the authority.

Madam Chair DuCharme asks Mr. Banales if he is aware of the issues or how people are unhappy with the solid waste authority.

Mr. Banales explains that he sees a problem with all the unpaid debt by county residents. If those people were to pay there bill that would help the County with the difference of what the County has to pay to make up for the loss.

- 2) **Arthur R Page**- Mr. Page was in the audience but was not present for this agenda item, Madam Chair DuCharme stated that they will revisit this if Mr. Page comes back.
- 3) **Gerald Chavez**- Mr. Chavez was not present for the meeting.

Madam Chair DuCharme asks Ms. Ortiz if these people were informed that they needed to attend the meeting for interviews.

Annette Ortiz, Deputy County Manager stated that the ad read the interviews would be done today for possible appointment to the board.

Madam Chair DuCharme asks if it stated that it was required for them to be here.

Annette Ortiz, Deputy County Manager states that it does not say it is required for them to be here but that the interviews would be done today.

- 4) **Fred Sanchez**- states that he worked with the City of Albuquerque solid waste department, so he has some experience in solid waste. Mr. Sanchez explains that it would be his honor to serve on this board.

Madam Chair DuCharme asks Mr. Sanchez why he wants to be on this board.

Mr. Sanchez states that he has the need to serve the public and feels he will be an asset to the board.

Public Comment:

Michael Godey, Tajique- asks Mr. Sanchez if he would be willing to report back to the Commission.

Mr. Sanchez-states that he believes in accountability and he will report back to the Commission.

Annette Ortiz, Deputy County Manager reads the newspaper ad for clarification: "the applicants should expect to attend the County Commission Meeting on April 11 at 9am for a brief interview and possible appointment."

- 5) **Johnny Romero**- Mr. Romero was not present for the meeting.

- 6) **Bill Williams**- thanks the Commission and stands for questions.

Public Comment:

Michael Godey, Tajique asks Mr. Williams if he will report back to the Commission.

Mr. Williams states that there is someone always in attendance at the Commission meetings from the EVSWA board that can answer any questions the Commission may have but yes he can report to the Commission when he is asked to do so.

Commissioner Frost asks Mr. Williams to please give a brief history of his experience with the solid waste board.

Mr. Williams states the short story is that he has been on the board for 25 years and has been the Chairman, not that he always wanted to be but that no one else wanted to be Chairman. In the beginning there were a lot of issues with new board members but now it's a smooth cohesive board.

Commissioner Sanchez states that there are two ways to proceed with the appointments, we can make the appointments now or we can table this until all applicants can be interviewed. If the Commission chooses to appoint now then we should read the letters of those that were not able to attend today into the record.

Madam Chair DuCharme asks if it was a requirement for them to attend today.

County Manager Garland states that the newspaper ad read just like all the other ads have read for board appointments. Ms. Garland states that to be consistent with all other board appointments, you did not consider applicants if they did not attend the meeting to be interviewed.

Annette Ortiz, Deputy County Manager states that at a previous Commission meeting the current EVSWA board members were told to be here for interviews if they choose to reapply for the positions and wants to remind the Commission that at the last Commission meeting for the Fair Board appointments, the Commission did not consider the applicant that did not attend the meeting.

Commissioner Sanchez explains that he does not feel the need for the applicants to be present to make appointments but due to the misunderstanding of the words "expected" or "required" to attend the meeting for possible appointment perhaps the Commission should table this until the next meeting.

Madam Chair DuCharme states that the EVSWA board meeting is the 3rd Thursday of the month, so if we do not appoint today we will not have representation on the board.

County Manager Garland asks Andy Miller to advise the Commission of some upcoming dates that they will be having that can be affected by the appointments.

Andy Miller, Manager EVSWA explains that the notice of meeting must be approved by the Chairman prior to the meeting being held. He would also like to inform the Commission that EVSWA board will be having their public meetings for their ICIP and it is very vital that they have a full board in order to do all the functions the board needs to do in order to have their ICIP in order.

County Manager Garland reminds the Commission that as of today the County has no board members on the board, the Commission has removed their current members which means the County has no representation.

Commissioner Sanchez feels there must have been a misunderstanding on rather or not they applicants needed to attend today, so he would like to table this until the next meeting.

Public Comment:

Michael Godey, Tajique the Commission can wait to see if the gentleman that was here earlier returns and interview him. Mr. Godey also suggests the Commission can vote on 1, 2 or all 3 today or maybe just appoint one and then come back and reappoint at a later date.

Danielle Johnston, Citizen/Fair Board Member at the last meeting the Commission appointed me to be on the Fair Board, one of the applicants did not attend and her letter was not read into the record. I will resign today if the Commission chooses to do this appointment differently. Ms. Johnston explains that she will continue to volunteer but she cannot be a legitimate member of the Fair Board if the Commission cannot follow proper procedure. This will serve as her resignation from the Fair Board.

Commissioner Frost states that there were 6 applicants and 3 of them showed up today. If I had read the paper and it stated that you would be expected to be here today to be interviewed then I would show up to be interviewed.

ACTION TAKEN: Commissioner Frost makes a motion to appoint Marco Banales, Fred Sanchez and Bill Williams to the EVSWA board. There was no second
MOTION DIES.

Public Comment:

Charlene Guffey, Resident just a reminder that this is a JPA effort and the Commission will be in violation of the JPA without the 3 members from the County. Ms. Guffey feels that it would be unfair to read the letters of the applicants that did not show up today. It sets a precedent for future board appointments. The appearance is that the Commission is appointing their "puppet people" to the board. It's unfair to the individuals that are here today that want to serve on that board.

Betty Cabber, Resident she agrees with what has been said, the Commission is setting a precedence here today. Ms. Cabber thought the appointments were to be fair and equitable to all that applied for board positions not picking and choosing appointees. Ms. Cabber thought the Commission would have taken into

consideration what was presented by Steve Kopelman and Grace Philips from the NMAC.

Commissioner Frost states that his previous motion did not receive a second so he will do his motion differently. **ACTION TAKEN:** Commissioner Frost makes a motion to appoint Marco Banales to the EVSWA board. There is no second **MOTION DIES.**

ACTION TAKEN: Commissioner Frost makes a motion to appoint Fred Sanchez to the EVSWA board. Madam Chair DuCharme seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

ACTION TAKEN: Commissioner Frost makes a motion to appoint Bill Williams to the EVSWA board. There is no second **MOTION DIES.**

Madam Chair DuCharme feels that if we are not comfortable with the applicants that have applied than we can re-advertise for the positions.

Commissioner Sanchez asks for clarification from Dennis Wallin, County Attorney on re-advertising the positions.

Dennis Wallin, County Attorney explains that he will speak to the legal aspect of this not the fair & equitable. The Commission sets the terms legally, if the Commission is not satisfied then the Commission can re-advertise and require that they be present for interviews.

Madam Chair DuCharme states that there is a difference between "expected" and "required." So because of the misunderstanding she is flexible to either appoint today or we can advertise based on the assumption that there was a misunderstanding.

Commissioner Sanchez feels that the appointments can be done today and sees the necessity to have an alternate to the board.

Madam Chair DuCharme states that the JPA does not allow for one.

Public Comment:

Andy Miller, Manager EVSWA states that each entity can have an alternate but they will not have voting privileges.

Michael Godey, Tajique states that because of the possible misunderstanding of the words the Commission should not vote today. Be ethical and re-advertise the appointments.

Madam Chair DuCharme responds to Mr. Godey's being ethical statement, she always has being ethical in her mind.

Ryan Schewbach, District 2 states that the Commission has chosen to remove the current board members and for the sake of doing business I urge you to move forward and make your appointments.

Kevin McCall, District 1 states that the Commission just heard a presentation of ethics, so how can you expect Solid Waste to continue to do business without a full board if the Commission can't make a decision on who to appoint. There are 3 willing individuals here today that are willing to serve. I suggest that you appoint them to the board.

Danielle Johnston, Resident/Fair Board Member states as an active member of the Fair Board and as she sits here today the word value comes to mind. Ms. Johnston does not feel like the Commission put the same value with her appointment to the Fair Board as the same value being done today and she will be resigning from the Fair Board.

Madam Chair DuCharme asks that Ms. Johnston reconsider her resignation.

Janet Douglas, Resident states that there are 3 people that showed up today for the appointments, that shows their willingness to serve on the board. The fact that the other 3 did not show up and they are being considered for appointments is not ethical at all. The Commission is here to do what is right for the County and by appointing the 3 people that are here today shows that the Commission does care. These 3 care for the County because they showed up for the appointment.

Commissioner Frost would like to welcome Mr. Fred Sanchez to the EVSWA board, further than that we are overlooking 2 members that are very experienced in solid waste. **ACTION TAKEN:** Commissioner Frost makes a motion to appoint Bill Williams and Marco Banales to the EVSWA board. There is no second **MOTION DIES.**

Public Comment:

Tracy Sedillo, Treasurer comments that the County has a lack of consistency, the Commission needs to create policies for appointments that are fair and equitable. Ms. Sedillo also suggests having all board members, staff, elected officials and volunteers sign a disclosure statement so that we may be compliant with our audits.

Annette Ortiz, Deputy County Manager states that to emphasize what Ms. Sedillo stated, the Commission did set the procedure in place for the appointments, it is in the minutes so it is in writing. You, the Commission made the decision and what you are doing today is rude and disrespectful to those that showed up here today. You set up the procedure and it is not confusing, "expect" to be at the Commission meeting means you're expected to be there. Just because the people you wanted to appoint to this board did not show up does not mean you should be disrespectful to those that did show up today and want to be on the board.

Madam Chair DuCharme states that the Commission has set up policies and we need to follow them except when the wording on the advertisement can be interpreted in different ways. If the word "required" had been put in the advertisement, things would be different.

County Manager Garland asks if the wording has been changed on the advertisement for the ad.

Annette Ortiz, Deputy County Manager states that the wording has not changed.

Madam Chair DuCharme states that the circumstances for today's appointment have never been an issue before with having only 3 of the applicants show up to the meeting.

County Manager Garland states that in the past for board appointments you have never considered any applicant that has not shown up for the meeting.

Jennette Hunt, Resident states that this is why the world views government the way they do because of the way you are conducting County business, with hidden agendas. You, the Commission obviously have 3 people you have in mind for these positions and they must not have showed up today but the 3 that did show up today knew that they needed to be here today to be interviewed. It's obvious that they care.

Tracey Master, Resident explains that the Commission seems to be focusing on semantics of the words "required" or "expected." She states that as an employee if Ms. Garland expects me to be in her office, I will be in her office. Ms. Master also mentions that she thought when each of the Commissioners ran for these positions, you ran because you cared about what was best for the County.

Michael Godey, Tajique states that perhaps the Commission needs to be transparent as to what these members have done to not be reappointed again. There are only two choices either re-advertise or appoint these people.

Commissioner Frost states that he has heard the word transparent a couple of times today, and with transparency it should mean an open government. But it is very transparent on what is happening here today. **ACTION TAKEN:** Commissioner Frost makes a motion to appoint Marco Banales and Bill Williams to the EVSWA board. There is no second **MOTION DIES.**

ACTION TAKEN: Commissioner Sanchez makes a motion to appoint Gerald Chavez and Johnny Romero to the EVSWA board. Madam Chair DuCharme seconds the motion.

Public Comment:

Betty Cabber, Resident the lack of transparency here today is wrong and Ms. Cabber will inform the NMAC of the unethical decisions made today.

Marco Banales, Resident asks the County Attorney if there is a conflict of interest if the Commissioners husband sits on the Solid Waste board and should she not recuse herself from voting on anything to do with EVSWA.

Dennis Wallin, County Attorney I have advised the Commission on their rights to recuse themselves from voting. It is up to the individuals themselves to make that call.

Commissioner Frost states Johnny Romero has been his friend for many years and Gerald Chavez is very active in the County. However these 3 neighbors are not a good representation for the County.

COMMISSION VOTES: Two in favor Commissioner Frost against. **MOTION CARREID.**

ACTION TAKEN: Commissioner Sanchez makes a motion to appoint Marco Banales as an alternate to the EVSWA board. Madam Chair DuCharme seconds the motion.

Marco Banales declines the appointment

Janet Douglas, Resident states that she is very disappointed and upset with these appointments and cannot support them.

Bill Williams, Resident states that it was his honor and privilege to serve on the board for the past 25 years. Not sure why Marco Banales was not reappointed he brings a lot of information to the board. He has gained many friends throughout the years and thanks the Commission.

Discussion between Commissioner Sanchez and Betty Cabber followed. Letter of interest from all applicants hereto attached.

5. Commission Redistricting

Noah Sedillo, Procurement Agent reads an email from Michael Sharp, VP from Research & Polling, Inc. Mr. Sharp explains in his email that if the County chooses to do the redistricting now it could be a possibility that the County may have to do it again after the 2020 census. Mr. Sharp gave 3 different price quotes: 1 initial plan is \$10,787.50, 2ND plan is \$12,405.63 & the 3RD plan is \$14,023.75. The plans will come with a large format map and 8.5 x 11 maps on pdf file format. Mr. Sedillo mentions that this contract is considered to be Professional Services and the County will not need to go out for bid. Mr. Sedillo would like to caution the Commission, if the Commission decides to do the 5 member districting now instead of waiting till the 2020 census the County will essentially be paying for this twice.

County Manager Garland mentions that there is also a letter from the state explaining that after the 2020 census each County in the state will need to redistrict. So the County will have to redistrict again if the Commission decides that they want to move forward with the 5 member Commission. The approximate cost for re-polling will be \$10,000.00.

Linda Jaramillo, County Clerk we are going to have to redistrict and the letter states that we should start the process now for that future redistricting. Ms. Jaramillo explains that there are precincts such as 5 with population of 3,226 which needs to be split, precinct 6 with a population of 2,778 and others that need to be split. We have a lot of work to do with just creating new precincts. Ms. Jaramillo has been wanting to split the precincts but was waiting for the 2020 census. If these precinct do not fall into what you want as a 5 member district then, yes, we would have to do it again.

Commissioner Frost states that the cost is going to be inevitable no matter what we decide to do. In order to split the precincts we will incur the cost of approximately \$10,000.00 but that cost is just to split precincts not for the Commission redistricting correct?

Linda Jaramillo, County Clerk right, there is usually a cost to get a professional to help redistrict our County. The first thing we need to do is create our new precincts. The population in some of our precincts is too high. We will have to determine where precincts will be split and create these new precinct boundaries. Then we can determine what precincts will be in the 5 member Commission districts you are proposing.

Commissioner Sanchez states that he feels the 3 plans for \$14,023.75 would be the most affective for the County and would like to move forward with this. We cannot help that the census is done every 10 years, so we need to be able to move forward and start the process now using the 2010 population numbers.

County Manager Garland reminds the Commission that the agenda item is for moving forward with the Commission redistricting.

Noah Sedillo, Procurement Agent mentions that the splitting of the precincts is in correlation with the redistricting of the Commission districts but it is a separate process. It's a stepping stone in order to get to the 5 member Commission.

Linda Jaramillo, County Clerk reads the first paragraph of the letter received from the state into record. So what they are asking us to do is create our precincts and if the Commission chooses to do the 5 member Commission we can do it all at once.

Documentation hereto attached. **ACTION TAKEN:** Commissioner Sanchez makes a motion to accept the cost proposal for Professional Services for County Commission Redistricting for 3 initial plans. Madam Chair DuCharme seconds the motion.

County Manager Garland has a legal question, in order to have a 5 member Commission it must be a unanimous decision by the Commission, so before we spend this money I would like to request that this be a unanimous decision.

Dennis Wallin, County Attorney states that this part of the process does not need to be a unanimous decision. What needs to be unanimous is the decision to move to a 5 member Commission. Mr. Wallin urges the Commission to read the second page of the letter.

Commissioner Frost asks if there is a deadline to get this started.

Noah Sedillo, Procurement Agent states that the Commission has 60 days from the time the proposal was received, so that will be roughly around May 22.

Commission votes: 2 in favor Commissioner Frost against. **MOTION CARRIED.**

Commissioner Frost would have liked more information to better understand the process.

Linda Jaramillo, County Clerk informs Commissioner Frost that once the process starts you will start to understand how the whole process will work. Ms. Jaramillo looks forward to working with the Commission on this process and is glad that the process is starting early.

Annette Ortiz, Deputy County Manager, states that there are two projects within this: 1st is the Commission redistricting and 2nd is splitting of the precincts. It's great that this is starting early but reminds Commissioner Frost that the 5 member Commission does not have to be approved but splitting of the precinct does need to be done.

6. Request fiscal Assistant to fund Estancia Pool

Manuel Romero, Town Trustee is here today to request financial assistance for the Town pool. At the previous meeting we went into great detail on the cost for the pool both operational and repair side. Mr. Romero asks if the County Manger was able to look at the budget to see if there is any additional funding the County can help with for the pool. Mr. Romero informs the Commission that the Town lost out on money from a movie that was supposed to be filmed here in Estancia, they chose to do the filming in the County. If the Town had gotten that money we

would have been able to open the pool without the assistance from the County but unfortunately here we are.

County Manager Garland states that at the last Commission meeting we asked if the Town could get funding from other agencies to help with the cost and asks if Mayor Dial has that information.

Mayor Dial explains that the Town was successful in getting funding from the Town of Mountainair, City of Moriarty and East Torrance Soil & Water Conservation District. They all have each pledged \$5,000.00 as well as the Town of Estancia kicking in \$5,000.00 so we now have \$20,000.00 to get the pool going. And depending on what the Commission decides today Mayor Dial will continue to move forward on getting more funding.

County Manager Garland informs the Commission that herself and Amanda Tenorio, Finance Director went through the budget and have found \$25,000.00 in the PILT funding we can help with the pool. She also mentions that she has received feedback from the Community and they are in support of the pool opening.

ACTION TAKEN: Commissioner Sanchez makes a motion to support the Estancia Pool in the amount of \$25,000.00. Madam Chair DuCharme seconds the motion.
Public Comment:

Tracey Master, DWI Coordinator states that with her program they are in charge of making sure that there are alternate activities for the youth to be part of. She will be utilizing the pool for some events during the summer.

Jennette Hunt, Resident thanks the Commission for helping with the pool, it is very important that our kids learn how to swim. Her child almost drowned last year but maybe now he will get the opportunity to learn how to swim. She started a GoFundMe account to help with the pool, she has almost raised \$600.00. The Commission thanks Ms. Hunt for her efforts in helping with the pool.

Michael Godey, Tajique wants to apologize to the Commission for saying to never use the PILT monies for anything other than what's needed for the police but he is now in support of helping with the pool.

Commissioner Frost asks Mayor Dial how long the repairs will take and when will the pool be open.

Mayor Dial stated that it depends on the how the repairs go and when they can get the pool certified but are hoping to get the pool open by June 1st.

Commission votes: all in favor, no further discussion. **MOTION CARRIED.**

*** Department Requests/Reports:**

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

Various County Departments:

Tracey Master, DWI Coordinator states that this is the last week she will be doing the Protecting you/Protecting Me curriculum in the Estancia Elementary School. The Teen Court youth went and cleaned up at the pool, they had 22 bags of trash and weeds.

Steve Guetschow, P/Z Director informs the Commission that tomorrow at 9:30 am there will be an Estancia Water Basin Committee meeting here in the Commission chambers. He also hands out pictures from the property on Shiloh Rd that the Commission approved by resolution to have cleaned up, however it is going to cost more than initially thought. Mr. Guetschow does have the additional funding within his budget but just wanted the Commission to be aware of the additional cost. The repairs to Dan's vehicle will cost \$6,000.00 + to get done. He would also like to inform the Commission that with the solar panel construction going on just north of town he has received complaints of the dirt blowing with all the wind we have been having but wants the Commission to know that they are watering as much as they can to keep the dirt down.

Linda Jaramillo, County Clerk states that on May 8th voter registration closes, you can register to vote by mail, in person, online, MVD and also through registrants. Ms. Jaramillo encourages everyone to register to vote and get out and vote, it's your right and it's your voice. Also on May 8th absentee and early voting starts, we will be located in the Under Sheriffs and deputies old office. The hours will be from 7:30 am to 5:30 pm Monday through Thursday. Anyone needing an application can call our office and we will get them mailed out to you. We have proofed the ballots and they have been sent to the printers, we will be having our mock election to have a practice run.

Annette Ortiz, Deputy County Manager states that negativity quickly spreads throughout the offices and we want to spread good news & cheer. So we will be spotlighting different departments each month to accomplish this. This month we

would like to spotlight the Road Department, Ms. Ortiz was able to visit one of the roads they were working on and presented the Commission with a slide show of pictures Ms. Ortiz took of their work. The Road Department is thanked for their great work throughout the County.

Leonard Lujan, Road Foreman at the Camino Del Norte road project (*the project Ms. Ortiz attended*) our department was able to widen the turn thanks to the land owner who granted the County an easement. Our department is almost done with the southern part of the County and will soon start working on the northern projects.

County Manager Garland thanks Mr. Martin Anaya for the easement on that road and thanks the road department for the good job. She would also like to thank Annette Ortiz for all her help in training Kristin Oliver the new HR director.

Madam Chair DuCharme states that this is a good idea to showcase the good work of the employees.

Commission

District 1: Commissioner Frost shows an article from the Albuquerque Journal on Tito Chavez's daughter Sonya, she was appointed by the President to be a US Marshall. A round of applause was given for Sonya

District 2: Madam Chair DuCharme mentions that she attended a job fair in Moriarty put on by Workforce Solutions & the Department of Veterans affairs. There were 8 vendors there and she was sad to see that there was not a good turnout. She spoke with the vendors and 2 of them mentioned that they are having a hard time finding people to work in Torrance County. The National Guard stated that they are always looking for people to apply to become guardsmen.

8. Resolution 2018-19 Line Item Transfer(s) - Amanda Tenorio

Ms. Amanda Tenorio presents the Commission with Resolution 2018-19 line item transfers. This does not change the department budgets it's just moving money from one line item to the other. Resolution hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve Resolution 2018-19 Line Item Transfer(s). Commissioner Sanchez seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

9. Resolution 2018-20 Budget Increase - Amanda Tenorio, Finance Director

Ms. Amanda Tenorio presents the Commission with Resolution 2018-20 for budget increase. Resolution hereto attached. **ACTION TAKEN:** Madam Chair DuCharme makes a motion to approve Resolution 2018-20 Budget Increase. Commissioner Frost seconds the motion.

Commissioner Sanchez asks for more information on the monies being used out of the PILT monies for professional services.

Ms. Tenorio explains that this will be the money that will cover the additional funding for transport costs for the Sheriff's department. This will cover those costs until the end of the fiscal budget.

No further discussion, all in favor. **MOTION CARRIED.**

10. Ratification Warranty Agreement for Tender 2-1 between HME Inc. & Torrance County Fire Department- Lester Gary

Hanna Sanchez, Admin. Asst. presents for Chief Gary, she is here today to ask for ratification for the Warranty on the Tender that was recently purchased.

Madam Chair DuCharme asks Ms. Sanchez if this is for the vehicle we started to purchase back in August.

Hanna Sanchez replied yes it is.

Documentation hereto attached. **ACTION TAKEN:** Commissioner Frost makes a motion to approve the Ratification of the Warranty Agreement for Tender 2-1 between HME Inc. and Torrance County Fire Department. Commissioner Sanchez seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

***County Manager Requests/Reports:**

11. Ratification of Addendum to Memorandum of Understanding between Torrance County & Mid-Region Council of Governments

County Manager Garland is asking for approval of the ratification for the addendum to the MOU with MRCOG. MRCOG is the County's fiscal agent and DFA would not allow us to move forward in spending money without this addendum. Documentation hereto attached. **ACTION TAKEN:** Commissioner Sanchez makes a

motion to the Ratification of Addendum to Memorandum of Understanding between Torrance County & Mid-Region Council of Governments. Commissioner Frost seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

12. Update & Proposals from the Road Department Communications Networking Conference held on Wednesday April 4, 2018

County Manager Garland mentions that she will ask Leonard Lujan, Road Foreman to help her with this item but she states that there was a meeting held at the East Torrance Water & Soil building here in Estancia on 4th of April. The meeting was very well attended by a lot of different agencies throughout the County. There were ideas and suggestions on what could be done on all roads in Torrance County and bring tourism into our Communities. Hwy 60 between Willard and Encino was brought up, the wind turbine projects have increased the heavy load traffic but the cattle trucks and milk trucks travel that road many times throughout the day and its proof with the condition of the road. If we work together as a team we can get this roads taken care of. By forming a team put together of people from our County we could use our resources together and get better attention to these roads that are in need of repair.

Leonard Lujan, Road Foeman states that NMDOT district 5 is who maintains that portion of Hwy 60. We need to work on these highways that run through our County to bring visitors back to the County. The state is strapped financially just like we are but if we work together maybe we can get these highways taken care of as well as some of our county roads. The County trucks use Hwy 542 (Ewing Hwy) almost every day and our vehicles take a beating on that road more so than on of our county roads because of the condition it is in. Mr. Lujan feels that if the elected officials from Torrance County would form a group and go and voice their concerns to the state that group would get more attention than just the average county resident. Mr. Lujan mentions that there are some county roads that could be improved that connect to highways in case there is an emergency on one of the main highways.

Madam Chair DuCharme asks Commissioner Sanchez what his thoughts are from this meeting since he was the one that envisioned it and was essential in getting it put together.

Commissioner Sanchez states that everything Belinda and Leonard have said is true and in order for this to happen we need to form a Committee to get this transportation issue going. Working on our state roads will have a cascading affect for everyone so it will be very beneficial for everyone. If the Commission is interested in this Commissioner Sanchez will move forward with this. Also

another issue that was brought up was the maintenance of the roads, which may lead the Commission to revisit the road policy.

Madam Chair DuCharme asks Commissioner Frost if he would be interested in moving forward with forming a Committee.

Commissioner Frost states that he would like to study this a little bit more before making a decision, he is in support of anything that is good for the County but would like to look at more.

Madam Chair DuCharme asks who would be a part of this committee.

Commissioner Sanchez hasn't thought about it but perhaps someone from EVEDA, County, NMDOT and the Municipalities.

Madam Chair DuCharme asks Commissioner Sanchez for clarification on what he means by transportation network? It is for public transportation or just transportation all together. Perhaps this can be something MRCOG can assist the County with.

Commissioner Sanchez states that it would be for anything to do with roads, all roadways any means of transportation. Railroads, dirt roads or trails.

Leonard Lujan, Road Foreman states that in order for MRCOG to help the County we would need a plan that is done from start to finish. Then it is put in a pot along with all the other requests that need to be funded. Mr. Lujan would like to touch basis on road maintenance, he feels that if the County went back to doing maintenance every quarter this gives more time to get other projects done or to get to complaints.

Madam Chair DuCharme mentions that when she receives complaints on a road it's about the condition of the road not about the maintenance of the road.

Commissioner Sanchez states that everyone has different perceptions on road maintenance from the public, to the Commission, to the road foreman but if we were to standardize the maintenance everything would be taken care of but unfortunately we cannot always have the same operator doing the maintenance on the same roads. Training would be helpful to get good operators in the department but with good operators comes more money to pay to those operators.

Leonard Lujan, Road Foreman states that having skilled operators is key to good maintenance. There are new operators in the road department that need to learn what kind of maintenance it takes for each road because each road in the County is different, it's a skill they will have to learn.

Madam Chair DuCharme states that when she receives a complaint on a road it's usually in pretty bad shape and would like those looked at right away.

Leonard Lujan, Road Foreman states that he responds to those complaints right away, he either calls them, goes and visits with them or has a blade out there within 3 days.

Commissioner Frost takes the time to thank the road department on the continued good work they do on the all of the County maintained roads.

Madam Chair DuCharme asks in what direction does the Commission wants to go.

Commissioner Sanchez feels that the road policy needs to be revisited and if something needs to be changed than the Commission needs to do so. And feels the Commission should move forward with the Committee and he will develop some criteria for the committee and get back with the Commission.

Madam Chair DuCharme agrees with Commissioner Sanchez, with all the improvements we have seen it's because we have continued the open conversation. Little by little we will get a better system going and is interested in starting this committee.

Commissioner Frost mentions that he has lived in Torrance County since 1981 and has seen tremendous improvements to the county roads since living here.

Commissioner Sanchez states that he will get something together for the Commission to review but wants to know if the Commission will be the ones to move forward with this committee or have the working group move forward with it. The working group has done their job and held the meeting and reported back to the Commission but do they continue or be done at this point.

County Manager Garland states that it depends on where the Commission wants to go with this, if the Commission wants to seek out funding for roads then there needs to be a small group formed to do that.

The decision was made to get more information to be presented at the next Commission meeting and move forward from there.

13. Update

County Manager Garland gives her update:

On April 2nd she met with NM Department of Health about moving the public nurse office back to Estancia. Also on that day she attended the Investment Committee meeting. On the 3rd attended the communication network meeting.

On the 5th she attended a meeting in Albuquerque in regards to the CoreCivic lawsuit. She has been working with Amanda and Tracy on the audit. Been working with Kristin on HR related issues. Helping Martin Lucero with emergency policies. Working with Carl on maintenance issues that have come up. There will be mandatory sexual harassment training for all employees on the 17 & 18th of April. There will be different times so that every employee can attend. Manager report hereto attached.

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:

- Pacheco v. Torrance County Section 10-15-1(H)(3)*
- Gonzales v. Torrance County Section 10-15-1(H)(3)*
- McSwain v. Torrance County Section 10-15-1(H)(3)*
- Gutierrez v. TCSO Section 10-15-1(H)(3)*
- Rogers v. TCSO Section 10-15-1(H)(3)*
- Filippi v. Torrance County Section 10-15-1(H)(3)*
- Filippi v. Torrance County Section 10-15-1(H)(3)*
- CoreCivic v. Torrance County Section 10-15-1(H)(3)*

ACTION TAKEN: Madam Chair DuCharme makes a motion to go into Executive Session. Commissioner Frost seconds the motion. Roll Call: District 1- Yes; District 2- Yes; District 3- Yes. **MOTION CARRIED**
EXECUTIVE SESSION BEGAN AT 1:55 PM

***Reconvene from Executive Session:**

ACTION TAKEN: Commissioner Frost makes a motion to come out of Executive Session. Commissioner Sanchez seconds the motion. Roll Call: District 1- Yes; District 2- Yes; District 3- Yes. **MOTION CARRIED.**

Pursuant to Open Meetings Act, Section 10-15-1(J), Commission Report from Closed Meeting:

Reconvened from Executive Session at 2:35 pm

Madam Chair DuCharme state that the following was discussed in closed session:

b) Pending Litigation related to:

Pacheco v. Torrance County Section 10-15-1(H)(3)

Gonzales v. Torrance County Section 10-15-1(H)(3)

McSwain v. Torrance County Section 10-15-1(H)(3)

Gutierrez v. TCSO Section 10-15-1(H)(3)

Rogers v. TCSO Section 10-15-1(H)(3)

Filippi v. Torrance County Section 10-15-1(H)(3)

Filippi v. Torrance County Section 10-15-1(H)(3)

CoreCivic v. Torrance County Section 10-15-1(H)(3)

An update was given on these pending litigation, no decision was made on this.

Adjourn

ACTION TAKEN: Commissioner Frost makes a motion to adjourn the April 11 Regular Commission Meeting. Commissioner Sanchez seconds the motion. No further discussion, the Commission votes all in favor none opposed.

MOTION CARRIED.

Meeting adjourned at 2:36 pm

Madam Chair DuCharme

Sylvia Chavez

Date

The video of this meeting can be viewed in its entirety on the Torrance County NM website, Audio discs of this meeting can be purchased in the Torrance County Clerk's office and the audio of this meeting will be aired on our local radio station KXNM.

DRAFT COPY
Torrance County Board of Commissioners
Special Commission Meeting
April 16, 2018

Commissioners Present: JULIA DUCHARME – CHAIR
JAVIER SANCHEZ – MEMBER

Others Present: BELINDA GARLAND – COUNTY MANAGER
ANNETTE ORTIZ – DEPUTY COUNTY MANAGER
DENNIS WALLIN – COUNTY ATTORNEY
GENELL MORRIS – ADMIN ASSISTANT

Call Meeting to order

Chairman Sanchez: Calls the April 16, 2018 Special Commission Meeting to order at 9:23 AM
Pledge lead by Belinda Garland
Invocation lead by Annette Ortiz

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

***Commission Matters:**

- 1. Consider and approve Agreement for Partial Redemption of Torrance County, New Mexico Taxable Industrial Revenue Bonds for the El Cabo Wind Project**

Dennis Wallin – County Attorney: Mr. Wallin has spoken with El Cabo Bond Council, Mr. Allsup. They are going through refinancing of the current El Cabo Wind Farm. Under the lease agreement with the county, El Cabo had the right to redeem the Industrial Revenue Bonds at any time. They have to provide notice to the interested parties. The redeeming for purposes of effectuating the refinancing, all of the outstanding Industrial Revenue Bonds except for one million dollars. They are entitled to do this under the lease agreement. The County does not have any overall liability on the bonds. This is a net benefit to the county, some of the debt is being decreased and may open our ability to issue future Industrial Revenue Bonds. The reason for keeping a million dollars' worth of bonds is to preserve their tax benefit, under the Industrial Revenue Bond Act. Part of the tax benefit is the ability to make payments in lieu of taxes as opposed to property taxes. They have asked us to execute this agreement so they can move forward with the redemption of the Industrial Revenue Bond.

Madam Chair DuCharme: Why are we having this special meeting and this item not on the regular commission meeting agenda?

Dennis Wallin – County Attorney: Around March 29th, El Cabo contacted me and I had family matters to attend and was gone part of last week. El Cabo needs this signed by today so they can close on their financing.

Madam Chair DuCharme: I have read this agreement and it is hard to understand the language. Would you like to go through this by paragraph, and Mr. Wallin can interpret for us?

Dennis Wallin – County Attorney: Don't know if I am capable of doing the interpretation, I do understand but not purvey to all the underlining negotiations that are going on between El Cabo and Bank of Oklahoma Financial. What's important to the county is 1. El Cabo has the right to do this under paragraph 9 of the lease agreement and 2. there will not be any impact on the county as far as the PILT payments go.

Commission Sanchez: What is the redemption of the Industrial Revenue Bond?

Dennis Wallin – County Attorney: They are buying them back.

Commission Sanchez: We are the sponsoring County?

Dennis Wallin – County Attorney: We are the issuer of the bond.

Commission Sanchez: We hold title to part of the development?

Dennis Wallin – County Attorney: We have an assignment of leases that we have assigned back

Commission Sanchez: A reassignment of liability?

Dennis Wallin – County Attorney: No, there's no liability. It's a refinance with Bank of Oklahoma Financial. Bank of Oklahoma is requiring them to redeem some of the bonds.

Commission Sanchez: Does this affect the PILT?

Dennis Wallin – County Attorney: It does not affect the PILT. If they redeemed all the bonds then they would lose the benefit of the PILT and be taxed based on the value of the property. This is why all of the bonds are not being redeemed.

Commission Sanchez: IRBs are exempt for property tax and federal tax?

Dennis Wallin – County Attorney: They are exempt from property tax to the extent of there is a negotiated payment in lieu of taxes under the Industrial Revenue Bond.

Commission Sanchez: Motion to approve Agreement for Partial Redemption of Torrance County, New Mexico Taxable Industrial Revenue Bonds for the El Cabo Wind Project

Madam Chair DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

Belinda Garland – County Manager: A call was received from the Tajiue Land Grant, asking for a special meeting concerning transfer station between their board and the Commission. Will you consider having a meeting and if possible at 6pm so all can attend? I will call each of you to set a date.

Madam Chair DuCharme: Yes

Commission Sanchez: Yes

***AJOURNMENT:**

Commission Sanchez: Motion to adjourn special session.

Madam Chair DuCharme: Seconds the motion.

All in favor: MOTION CARRIED

Meeting adjourned at 9:34 AM

Julia DuCharme –Madam Chair

Genell Morris – Administrative Assistant

Date

The Video of this meeting can be viewed in its entirety on the Torrance County NM website.
Audio discs of this meeting can be purchased in the Torrance County Clerk's Office and the
audio of this meeting will be aired on out local radio station KXNM.



Consent Agenda

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

TOTAL CHECKS PRINTED 124

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 319,558.04 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 04/19/2018 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

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 R	103287	AMBITIONS TECHNOLOGY GROUP LLC	MAINTENANCE CONTRACT	401-65-2203	141018	04/10/2018		5031.00
			4/1/18-6/30/18 BLOCK PURCHASE					
			INVOICE # 6825					
	04/12/2018							

INFORMATION TECHNOLOGY 5031.00								
01 O	103288	ARAGON, JULIANITA	HOME VISITING TORRANCE COUNTY	629-49-2205	241018	04/10/2018		53.55
			& MEETINGS IN ALBUQUERQUE					
			3/1/18-3/31/18					
	04/12/2018							

HOME VISITING GRANT FY 53.55								
01 R	103289	AT & T MOBILITY LLC	COUNTY MANAGER MONTHLY CHARGE	401-10-2207	341018	04/10/2018		67.86
			2/21/18-3/20/18					
			INVOICE # 2872812100062X02282018					
			DIST. 1 YRD MONTHLY CHARGES	407-91-2207	441018	04/10/2018		58.87
			2/21/2018-3/20/2018					
			INVOICE # 287272915609X03282018					
	04/12/2018							

COUNTY MANAGER 67.86 STATE FIRE ALLOTMENT 58.87								
01 R	103290	BOUND TREE MEDICAL, LLC	IPRATROPIUM BROMIDE/ALBUTEROL	411-92-2230	541018	04/10/2018		879.42
			0.5MG/3.0MG INDIVIDUALLY WRAPPED					
			30/BX, MAGNESIUM SULFATE 50% 1GM					
			2 ML VINL 25 EA/EX, DEXTROSE					
			50% 50 ML ANSYR PREFILLED SYRING					
			NALOXONE, 2MG, 2ML, PREFILLED					
			ALBUTEROL 2.5 MG, 25/BX					
			SHARPS CONTAINERS, (5 QT AND					
			SOLOS), DISPOSABLE FLUID					
			RESISTANT SHEETS, AND BATTERIES					
			INVOICE # 82811785/82816062					
	04/12/2018							

1/4% FIRE EXCISE TAX 879.42								
01 R	103291	CABBER, MAX	PLANNING & ZONING BOARD MEETING	401-08-2205	741018	04/10/2018		61.00
			APRIL, 4 2018					
	04/12/2018							

PLANNING & ZONING 61.00								
01 R	103292	CHEF SUPPLY	EXTRICATION PANTS EXTRICATION	406-91-2248	1241018	04/10/2018		1363.56
			JACKETS EXTRICATION HELMETS FIRE					
			HOODS STRUCTURE GLOVES					
			FREIGHT					
			ADJUSTABLE RADIO HOLDERS	413-91-2248				
			RADIO STRAPS ANIT SWAY STRAPS					
			FOR RADIOS					
			FREIGHT					
	04/12/2018							

STATE FIRE ALLOTMENT 2117.06								
01 R	103293	CODE 3 SERVICE LLC	V2-R2BB5112 OTTO REVO	600-06-2248	941018	04/10/2018		184.58
			SEPAKER MICROPHONE WITH					
			3.5MM EAR PHONE JACK					
			ROAD DEPT, RISK MANAGEMENT					
			INVOICE # 180254					
	04/12/2018							

RISK MANAGEMENT 184.58								
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	103294	COMPUTER CORNER INC	MON-HP-E223 21.5" LED HDMI DP ADAPTER-HDMI/VGA P 1080 P	620-94-2228	1041018	04/10/2018		185.68
			PO COLSBD PREMATURELY					
			INVOICE # 16292					
			DIAGNOSTIC TEST FOR					
			N. SEDILLO'S COMPUTER					
			INVOICE # 162473					
04/12/2018								

		INFRASTRUCTURE GROSS R	COUNTY ASSESSOR	84.99				
01 R	103295	CORPORATE BILLING LLC	AIR FILTER	402-60-2244	641018	04/10/2018		166.08
			IMP-031018					
04/12/2018								

		COUNTY ROAD DEPARTMENT	166.08					
01 R	103296	DOCUMENT SOLUTIONS INC	MONTHLY COPIER MAINTENANCE	911-80-2203	1341018	04/10/2018		57.23
			N/SUPPLIES (MARCH)					
			INVOICE # 1487507					
			KONICA/KC452 EQUIPMENT CONTRACT					
			INVOICE #78486,49089,51405					
			53076,55296,62010,63887,83839					
04/12/2018								

		911-DISPATCH CENTER	57.23	COUNTY SHERIFF	1354.22			
01 R	103297	DOMINION VOTING SYSTEMS INC	1 - ICP LI-IOM BATTERY 18V	401-21-2219	1541018	04/10/2018		577.92
			20 - ICP CLEANING SHEETS					
			SHIPPING & HANDLING					
			INVOICE # DVS118918					
04/12/2018								

		ELECTIONS	577.92					
01 O	103298	DT AUTOMOTIVE	OIL CHANGE F-150	685-08-2201	1641018	04/10/2018		145.00
			CHECK COMPRESSION					
			OIL CHANGE FOR F150					
04/12/2018								

		PLANNING & ZONING	220.00					
01 R	103299	EMV GAS ASSOCIATION	TCPS MONTHLY BILL	412-53-2209	1841018	04/10/2018		98.60
			DISPATCH MONTHLY BILL					
			DIST. 5 VPD MONTHLY BILL					
			DIST. 3 VPD MONTHLY BILL					
			DIST. 6 VPD MONTHLY BILL					
			TC ANIMAL MONTHLY BILL					
04/12/2018								

		COUNTY PAIR	98.60	911-DISPATCH CENTER	110.86	STATE FIRE ALLOTMENT	633.13	
		ANIMAL SHELTER	203.63					
01 R	103300	FLEMING CHEMICAL CO INC	VACUUM CLEANER BAGS	401-16-2229	1941018	04/10/2018		27.54
			INVOICE # 51937					
04/12/2018								

		JUDICIAL COMPLEX MAINT	27.54					
01 O	103301	GRAHAM, RON	PLANNING & ZONING BOARD MEETING	401-08-2205	2141018	04/10/2018		61.00
			APRIL, 4 2018					
04/12/2018								
		PLANNING & ZONING	61.00					

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 103302	GRATINGER, INC.	MCEBOD FIRE TOOL W/ 48" ASH HANDLE AXE, PULASKI, 36" L, FIBERGLASS HANDLE SHOVEL/PICK COMBI TOOL, ASH HANDLE 42"	413-91-2248	2041018	04/10/2018	32267	1364.75
04/12/2018						32267	

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 103303	GUSTIN HARDWARE INC.	ELECT./PLUMBING/ROOFING AND HARDWARE SUPPLIES FOR BLDG.	401-15-2215	2241018	04/10/2018	32155	740.30
04/12/2018						32155	

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 103304	HERRANDEZ, MARY SANCHEZ	PLANNING & ZONING BOARD MEETING APRIL, 4 2018	401-08-2205	2341018	04/10/2018		61.00
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 103305	HOMESTEAD WATER CO.	DIST. 5 VFD MONTHLY BILL MARCH, 2018	405-91-2210	2441018	04/10/2018		27.30
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 103306	HONSTEIN OIL CO.	PEZ MONTHLY FUEL	685-08-2202	2541018	04/10/2018		173.07
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 103307	INDEPENDENT NEWS LLC	INDEPENDANT NEWS LLC NOTICE OF APPOINTMENT OF PRECINCT OFFICIALS	401-21-2221	2741018	04/10/2018		104.28
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 103308	LARSON, BILL	PLANNING & ZONING BOARD MEETING APRIL, 4 2018	401-08-2205	2841018	04/10/2018		61.00
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R 103309	LEXISNEXIS RISK SOLUTIONS	MARCH SERVICE ADDRESS SEARCH ENGINE	609-30-2272	3041018	04/10/2018		847.92
04/12/2018							

CK#	NAME	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 103310	LISA'S TRUCK CENTER	REHAB FOR FIREFIGHTERS TRAVIS FIRE ON 4/3/18	411-92-2248	2941018	04/10/2018		100.96
04/12/2018							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	103311	LOBO INTERNET SERVICES LTD	MONTHLY WIRELESS INTERNET	401-65-2203	3141018	04/11/2018		166.92
	6571.64		INVOICE # 99576					
	04/12/2018		WEBSITE DESIGN-COMPLETE					
			OVERHAUL OF TORRANCCOUNTYM.ORG					
			WEBSITE SERVICE 11/1/17-3/29/18					
			INVOICE # 100387					
			MONTHLY INTERNET 4/1/18-5/1/18					
			INVOICE # 100454					
			DISPATCH MONTHLY INTERNET BILL					
			APRIL, 2018					
			INVOICE # 100474					
			TC ANIMAL SHELTER WIRELESS					
			INTERNET BILL-APRIL, 2018					
			INVOICE # 100578					

INFORMATION TECHNOLOGY	6375.11	911-DISPATCH CENTER	148.07	ANIMAL SHELTER	48.46			
01 R	103312	LOBO INTERNET SERVICES LTD	TCFD 2,3,4,5 & FIRE ADMIN	408-91-2272	3441018	04/11/2018		156.15
	430.75		MONTHLY INTERNET BILL	409-91-2272		/		81.15
	04/12/2018		INVOICE # 100472	405-91-2272		/		81.15
				406-91-2272		/		76.15
				413-91-2272		/		36.15

STATE FIRE ALLOTMENT	430.75							
01 O	103313	LYNCH, CATHERINE	PLANNING & ZONING BOARD MEETING	401-08-2205	3741018	04/11/2018		61.00
	61.00		APRIL, 4, 2018					
	04/12/2018							

PLANNING & ZONING	61.00							
01 R	103314	MARKETING STRATEGIES INC	WILDFIRE PREPAREDNESS	604-83-2221	3941018	04/11/2018		32242
	405.00		BROCHURES (CITY 2000)					
	04/12/2018		INVOICE # 2633					

COMMUNICATIONS/EMS TAX	405.00							
01 R	103315	MARLIN BUSINESS BANK	CONTRACT PAYMENT-COPIER	911-80-2203	3841018	04/11/2018		256.51
	256.51		INVOICE # 15813131					
	04/12/2018							

911-DISPATCH CENTER	256.51							
01 R	103316	MORIMARTY FOODS	REHAB FOR OPEN HOUSE AT	411-92-2248	4041018	04/11/2018		32273
	215.06		DISTRICTS 2, 3 AND 5					
	04/12/2018		MARCH 24, 2018					
			TWP-031120					
			INVOICE # 7449					
			BEVERAGES/PAPER GOODS MORIMARTY					
			AFTER FROM APRIL 7, 2018					
			INVOICE # 0028,9726					

1/4% FIRE EXCISE TAX	100.26	DRUG EDUCATION	114.80					
01 R	103317	MOUNTAIN VIEW TELEGRAPH	PEZ ONGOING FIRE ANNIVERSARY AD	628-14-2221	4241018	04/11/2018		420.00
	420.00		2/1/18,2/8/18,2/15/18,2/22/18					
	04/12/2018		PO 31663 CLOSED OUT PREMATURELY					

RAID GRANT FY18	420.00							
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CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	103318	MOUNTAIN VIEW TELEGRAPH	EMPLOYMENT AD	911-80-2221	4341018	04/11/2018	32214	83.81
			DISPATCH				32214	

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911		DISPATCH CENTER						83.81
01 O	103319	NM ASSOCIATION OF COUNTIES	REGISTRATION FOR ANNUAL CONFERENCE NMAC JANUARY 2018	609-30-2266	4441018	04/11/2018	32302	350.00
			J. BARRELA, T. SECILLO				32302	
			INVOICE # 2262648-108251799					
			2262648-10866672					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY		TREASURER						350.00
01 O	103320	NM ONE CALL SYSTEM INC	ONE CALL LINE SPOTS	402-60-2203	4641018	04/11/2018		1317.64
			INVOICE # 15302574					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY		ROAD DEPARTMENT						1317.64
01 O	103321	NM PROPANE	DIST. 4 VFD MONTHLY PROPANE BILL	409-91-2209	4741018	04/11/2018		712.22
			INVOICE # 3076841000					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
STATE		FIRE ALLOTMENT						712.22
01 R	103322	NM STATE RECORDS & ARCHIVES CTR22 - BOXES	DESTRUCTION OF RECORDS	401-30-2272	4541018	04/11/2018	31680	11.00
			ALBUQUERQUE RECORDS CENTER				31680	
			AMANDA TENORIO, FINANCE DIRECTOR				31680	
			AMENORIO@TCNM.US				31680	
			505-544-4720					
			INVOICE # 3072					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY		TREASURER						11.00
01 R	103323	NMS COMMUNICATIONS	MONTHLY LONG DISTANCE BILL	911-80-2207	4841018	04/11/2018		55.82
			DISPATCH-MARCH					
			MONTHLY LONG DISTANCE FAXES					
			612-20-2207					2.15
			401-30-2207					2.17
			401-40-2207					2.17
			401-50-2207					2.17

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911		DISPATCH CENTER						55.82
COUNTY		ASSESSOR						2.17
			COUNTY SHERIFF					2.15
			COUNTY CLERK					2.17
			SCHEDULED SERVICE-APRIL-DISPATCH					5041018
			INVOICE # 16893613					04/11/2018
								124.23

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
911		DISPATCH CENTER						124.23
01 R	103325	ORKIN INC.	MONTHLY SCHEDULED SERVICE	401-16-2203	5141018	04/11/2018		118.25
			JUDICIAL-03/27/2018					
			INVOICE # 168253258					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
JUDICIAL		COMPLEX MAINT						118.25
01 R	103326	FITNEY BOWES INC.	LEASING CHARGE	401-05-2203	5241018	04/11/2018		606.60

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			PLANNING & ZONING					496.87
01 R 103335		RYDESKI & COMPANY	PROFESSIONAL SERVICES FOR APRIL	401-05-2272	6041018	04/11/2018		2704.69
	04/12/2018							
		COUNTY COMMISSION						2704.69
01 R 103336		SANBA HOLDINGS, INC.	DL MONITORING AND BACKGROUND	401-05-2272	6141018	04/11/2018		223.60
	04/12/2018							
		COUNTY COMMISSION						2704.69
01 R 103337		SHORTY'S	PIZZA AND SALAD FOR TEEN COURT	606-79-2219	6441018	04/11/2018		105.00
	04/12/2018							
		COUNTY COMMISSION						105.00
01 O 103338		SOUND & SIGNAL SYSTEMS OF WA	VOLTING MACHINE MONITORING BILL	612-20-2308	6541018	04/11/2018		112.09
	04/12/2018							
		COUNTY CLERK						112.09
01 R 103339		STAPLES BUSINESS ADVANTAGE	PRINTER FOR MAIN OFFICE	401-82-2219	6641018	04/11/2018		195.66
	04/12/2018							
		COUNTY CLERK						112.09
01 R 103340		T.A. TIRES & SERVICE	4 TIRES FOR 2008 FORD F150 RAL	675-07-2201	6841218	04/12/2018		576.64
	04/12/2018							
		COUNTY MANAGER						26.02
01 R 103341		TILLERY CHEVROLET GMC INC	1 R & R EGR VALVE & GASKET	401-05-2201	7141018	04/12/2018		561.09
	04/12/2018							
		COUNTY MANAGER						26.02

01 R 103341		TILLERY CHEVROLET GMC INC	2 OIL CHANGE	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02
01 R 103341		TILLERY CHEVROLET GMC INC	TAX	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02

01 R 103341		TILLERY CHEVROLET GMC INC	TAX	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02

01 R 103341		TILLERY CHEVROLET GMC INC	TAX	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02

01 R 103341		TILLERY CHEVROLET GMC INC	TAX	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02

01 R 103341		TILLERY CHEVROLET GMC INC	TAX	401-05-2201	7141018	04/12/2018		32127
	04/12/2018							
		COUNTY MANAGER						26.02

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	04/12/2018		2/26/18-3/26/18					
			STATE FIRE ALLOTMENT					54.33
01 O	103351	MOUNTAIN VIEW TELEGRAPH	ADVERTISEMENT FOR EXECUTIVE ASSISTANT-ROAD DEPT.	402-61-2221	241618	04/16/2018		146.06
	04/16/2018		INVOICE # 0001382749					
			COUNTY ROAD SHOP					146.06
01 R	103352	ORITZ, ANNETTE	CONTINUUM COORDINATOR	635-09-2205	141618	04/16/2018		160.00
	04/16/2018		JTAC MEETINGS-APRIL, 2018					
			WIND PUMP					160.00
01 O	103389	AIRGAS USA LLC	DIST. 5 VFD CYLINDER RENTAL FEE	408-91-2230	141818	04/18/2018		125.68
	04/19/2018		MARCH, 2018					
			INVOICE # 9952476160					147.82
			DIST. 3 VFD CYLINDER RENTAL FEE	408-91-2230	241818	04/18/2018		
			MARCH, 2018					
			INVOICE # 9952557115					102.77
			DIST. 2 VFD CYLINDER FEE	408-91-2230	341818	04/18/2018		
			MARCH, 2018					
			INVOICE # 9952476161					
			STATE FIRE ALLOTMENT					376.27
01 O	103390	ALLEN MICHAELA	EMBROIDERY DDC INSTRUCTOR	600-06-2248	3741818	04/18/2018		64.61
	04/19/2018		SHIRT LADIES					
			SMILES TAX 7.69%					32310
			A.ORTIZ, C.SULLIVAN, T.SEDILLO					32310
			INVOICE # 848					
			RISK MANAGEMENT					64.61
01 O	103391	ARIZONA JET MAIL SERVICES LLC	2018 NOV'S TO INCLUDE: DATA,MAILING SERVICES, FOLD INSERT & MULTI POSTAGE MAIL PREP	401-40-2221	5341818	04/19/2018		4962.24
	04/19/2018		INVOICE # 637993					
			COUNTY ASSESSOR					4962.24
01 O	103392	CHIEF SUPPLY	SIREN PA300-12 100W PRIORITY	413-91-2248	641818	04/18/2018		930.31
	04/19/2018		TONE HARD WIRED MICROPHONE					32268
			SWITCH BOXES 20A SWITCHES					32268
			BACKLIFT LEGENDS AND FREIGHT					32268
			INVOICE # 420025/421205					
			STATE FIRE ALLOTMENT					830.31
01 O	103393	DESIGN SILK SCREEN PRINTERS	13"X15" TORRANCE COUNTY FIRE DEPT REFLECTIVE LOGO DECALS	418-91-2248	941818	04/18/2018		200.00
	04/19/2018		DISTRICT 6 CHEVY PICKUP					32286
			INVOICE # 34382					32286
			STATE FIRE ALLOTMENT					200.00
01 O	103394	DOCUMENT SOLUTIONS INC	MONTHLY CONTRACT PAYMENT	401-50-2203	1041818	04/18/2018		189.28

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DWI PROGRAM					
	04/19/2018		INVOICE # 190587					
			DWI LOCAL GRANT FY18					104.04
			OPERATIONS ITEM AND SUPPLIES	605-02-2218	2241818	04/18/2018	32207	319.79
			DWI PROGRAM					
			INVOICE # 190435					
			DWI LOCAL GRANT FY18					319.79

			STRAPS, SHOVELS, FITTINGS, NUTS,	402-61-2250	2341818	04/18/2018	32342	870.27
			BOILERS.					
			INVOICE # 188472,189336					
			DWI LOCAL GRANT FY18					870.27

			TC ANIMAL SHELTER MONTHLY FUEL	401-82-2202	2541818	04/18/2018		148.12
			INVOICE # ZZZ2229					
			ROAD MONTHLY FUEL	402-60-2202	2641818	04/18/2018		11682.19
			INVOICE # ZZZ2228					
			OIL, FUEL FILTERS, OILS	402-60-2201	2741818	04/18/2018	32219	323.03
			FLUIDS & ETC.					
			SEALS, NOZZLE, HOSES, FUEL CAP					
			INVOICE # 4399					
			DRUG TEST CONFIRMATIONS-FEB-18	420-73-2272	2841818	04/18/2018		135.45
			DRUG TEST CONFIRMATIONS-MAR-18					
			INVOICE # 4399					
			ANIMAL SHELTER					148.12

			DRUG TEST CONFIRMATIONS-FEB-18	420-73-2272	2841818	04/18/2018		135.45
			DRUG TEST CONFIRMATIONS-MAR-18					
			INVOICE # 4399					
			COMMUNITY MONITORING					135.45

			BYSWA BOARD MEMBERS	401-05-2221	2941818	04/18/2018	32240	35.14
			WEEK RUN 3/21/18					
			WEEK RUN 3/28/18					
			INVOICE # 79323,79378					
			COUNTY COMMISSION					35.14

			IRON MOUNTAIN RECORDS MANAGEMENT/MONTHLY STORAGE FOR MICROFILM	612-20-2203	3041818	04/18/2018	31347	96.64
			INVOICE # 201573814					
			COUNTY CLERK					96.64

			7 10" GLOBE ZIPPER BOOTS	406-91-2248	841818	04/18/2018	32131	353.00
			WILDLAND DUTY EMS					
			7 HEX ARMOR EXTRICATION GLOVES	411-92-2248				430.00
			1 10" GLOBE ZIPPER BOOTS					
			WILDLAND DUTY EMS					
			INVOICE # 165803/172144/173004					
			COUNTY CLERK					96.64

			STATE FIRE ALLOTMENT	3353.00	1/4 FIRE EXCISE TAX	430.00		
			LESPERANCE, ISABEL	350.00	3/16/18-4/15/18			
			INVOICE # 111					
			COUNTY FAIR	350.00				

			TCFB SECRETARIAL DUTIES	412-53-2272	3141818	04/18/2018		350.00
			INVOICE # 111					

			STATE FIRE ALLOTMENT	3353.00	1/4 FIRE EXCISE TAX	430.00		
			LESPERANCE, ISABEL	350.00	3/16/18-4/15/18			
			INVOICE # 111					
			COUNTY FAIR	350.00				

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			M.V.T. AD FOR PAIR BOARD MEMBERS	401-05-2221	4641818	04/18/2018	32175	66.38
			ALTERNATE SITE PUBLICATION	401-21-2221	4741818	04/18/2018	32128	35.91
			M.V.T. NOTICE OF APPOINTMENT OF	401-21-2221	/	/	32148	138.36
			PRECINCT BOARDS		/	/	32148	
			CANDIDATE FILING PUBLICATION	401-21-2221			32174	46.77
			INVOICE # 0301.0308					

COUNTY COMMISSION	300.16	ANTHONY SHELTER	132.76	PLANNING & ZONING	187.16			
COUNTY ROAD SHOP	46.06	ELECTIONS	221.04					

01 O 103418	MOUNTAINAIR, TOWN OF	24 - LOADS OF WATER	402-63-2407		3841818	04/18/2018	31599	4620.00
		CR BOSEW-HOLLAND ROAD					31599	
		FOR SB PROJECT 2016/17					31599	
		SB-7808(105)17 C#4450251					31599	
		CT#D15287					31599	
		APRIL 13, 2018 BILL DATE						

SB PROJECT	4620.00							
01 O 103419	NM ASSOCIATION OF COUNTIES	NOTARY BOND FOR LINDA KAYSER	401-20-2272		741818	04/18/2018	33327	50.00

COUNTY CLERK	50.00							
01 O 103420	NM LOCKING SYSTEMS	REPAIR/REPLACE KEYPAD LOCK ON	401-16-2215		5041818	04/19/2018	32303	1017.24
		SHERIFF'S DEPT DOOR					32303	
		TWP-031821						
		INVOICE # 3572						

JUDICIAL COMPLEX MAINT	1017.24							
01 O 103421	NM SECRETARY OF STATE	NOTARY FEE FOR LINDA KAYSER	401-20-2272		5141818	04/19/2018	32328	20.00

COUNTY CLERK	20.00							
01 O 103422	NMSU - COOPERATIVE EXTENSION	SRP/SPORT OF THE COOPERATIVE	401-05-2261		5241818	04/19/2018	20083.59	
		EXTENSION SERVICE IN TORRANCE CO						
		3RD QTR. (JAN-MAR) FY 17/18						

COUNTY COMMISSION	20083.59							
01 O 103423	NORTHERN TOOL & EQUIPMENT CO	NORTHSTAR GAS COLD WATER	405-91-2248		4941818	04/19/2018	32265	734.98
		PRESSURE WASHER; 3000 PSI, 2.5					32265	
		GPM HONDA ENGINE					32265	
		JUSTRITE SAFETY GAS CAN -					32265	
		5 GALLON, ESTIMATED SHIPPING					32265	
		INVOICE # 40036405						

STATE FIRE ALLOTMENT	734.98							
01 O 103424	PAUL O YOUNG CO., THE	TWO FOLDING CHAIR CARTS	401-05-2219		5541818	04/19/2018	32117	453.07
		INVOICE # 624088						

COUNTY COMMISSION	453.07							
01 O 103425	PLATEAU WIRELESS	CIRCUIT LINES FOR FIBEROPTIC	401-65-2203		5441818	04/19/2018	1914.59	

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
	1914.59		4/01/18-4/30/18					
	04/19/2018		INVOICE # 8522219					

INFORMATION TECHNOLOGY 1914.59

01 O 103426	PRUDENTIAL OVERALL SUPPLY	PAPER PRODUCTS	401-15-2229	5641818	04/19/2018	32288	251.07
		INVOICE # 450451574					

ADMINISTRATIVE OFFICES 251.07

01 O 103427	QWEST CORPORATION	ROAD FAX MACHINE	402-60-2207	541818	04/18/2018	96.43
		ASSESSOR'S OFFICE	401-40-2207		/ /	57.21
		DIST. 6 VPD MONTHLY BILL	418-91-2207		/ /	227.71
		SHERIFF VIDEO ARRANGMENT	420-70-2207		/ /	12.39
		SHERIFF FAX LINE	401-50-2207		/ /	61.59
		DIST. 5 VPD MONTHLY BILL	405-91-2207		/ /	361.74

COUNTY ROAD DEPARTMENT	96.43	COUNTY ASSESSOR	57.21	STATE FIRE ALLOTMENT	589.45		
ADULT INMATE CARE	12.39	COUNTY SHERIFF	61.69				
01 O 103428	RENNBY, WARREN T	REPAIR FOR ANIMAL HAIR DRYER	401-82-2218	5741818	04/19/2018	32247	175.00
	175.00						

ANIMAL SHELTER	175.00						
01 O 103429	RICH FORD SALES	OIL CHANGE, NEW WINSHELD WIPERS	675-07-2201	5841818	04/19/2018	32253	77.93
	77.93						

RURAL ADDRESSING	77.93						
01 O 103430	RICOH USA, INC	DNT-PERIODIC PAYMENT COPIER	605-02-2272	5941818	04/19/2018	197.80	
	197.80						
04/19/2018		4/1/18-4/30/18					
		INVOICE # 24290421					

DWI LOCAL GRANT FY18	197.80						
01 O 103431	RICOH USA, INC	REPLACES PO 28393	610-40-2203	6041818	04/19/2018	31290	148.74
	297.49				/ /	31290	148.75
04/19/2018		INVOICE # 24290418					

COUNTY ASSESSOR	148.74	RURAL ADDRESSING	148.75				
01 O 103432	RICOH USA, INC	REPLACES PO 28393	610-40-2203	6141818	04/19/2018	31290	57.77
	115.55				/ /	31290	57.78
04/19/2018		INVOICE # 5052786912					

COUNTY ASSESSOR	57.77	RURAL ADDRESSING	57.78				
01 O 103433	RMS SERVICES	QUARTERLY FILTER CHANGES AT	401-16-2215	6241818	04/19/2018	32326	135.30
	135.30	ESTANCIJA & MOUNTAINAIR SENIOR				32326	
04/19/2018		CENTERS				32326	
		INVOICE # 3392					

JUDICIAL COMPLEX MAINT	135.30						
01 O 103434	SANTA FE COUNTY CORRECTIONS	DEFINATE HOUSING MARCH, 2018	420-70-2172	6341818	04/19/2018	106964.00	
	107711.25						
		INVOICE # TOR-3-2018					

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

ADULT INMATE CARE 106964.00 2ND 1/8 GROSS RECEIPTS 747.25

01 0 103433 SOUND & SIGNAL SYSTEMS OF NM INCLERK VOTING MACHINE MONTHLY 401-21-2308 441818 04/18/2018 42.12

9345.69 DIST. 1 VFD MONTHLY BILL 407-91-2208 175.18

04/19/2018 DIST. 5 VFD MONTHLY BILL 405-91-2208 408.28

DIST. 6 VFD MONTHLY BILL 418-91-2208 77.62

DIST. 2 VFD MONTHLY BILL 408-91-2208 247.74

DIST. 3 VFD MONTHLY BILL 408-91-2208 406.05

DIST. 4 VFD MONTHLY BILL 409-91-2208 139.89

DISPATCH MONTHLY BILL 911-80-2208 1031.93

DISPATCH POWERPOLE/WELL 911-80-2208 53.43

DISPATCH CAPILLA PEAK TOWER 911-80-2208 127.19

SENIOR CENTERS MONTHLY BILL 401-05-2208 1188.87

COURTHOUSE MONTHLY BILL 401-15-2208 2190.62

COURTHOUSE MONTHLY BILL 401-15-2208 6.36

HEALTH DEPT. MONTHLY BILL 401-24-2208 113.75

JUDICIAL MONTHLY BILL 401-16-2208 2941.92

QUARTERLY FIRE MONITOR 2 ACCOUNT 401-15-2203 194.74

INVOICE # 66106

ELECTIONS 42.12 STATE FIRE ALLOTMENT 1454.76 911-DISPATCH CENTER 1212.55

COUNTY COMMISSION 1188.87 ADMINISTRATIVE OFFICES 2391.72 HEALTH DEPT BLDG MAINT 113.75

JUDICIAL COMPLEX MAINT 2941.92

01 0 103436 STAPLES BUSINESS ADVANTAGE 2 FOLDING TABLES 401-15-2218 5841818 04/19/2018 32200 125.98

436.58 INVOICE # 3372965714 401-50-2222 5941818 04/19/2018 31584 310.60

04/19/2018 4 - 32 GB FLASH MEMORY CARD 401-50-2222 31584

4 - CANON POWERSHOT CAMERA 401-50-2207 31584

4 - DIGITAL VOICE RECORDER 401-50-2207 31584

4 - 1 TB EXTERNAL HARD DRIVE 401-50-2207 31584

CHAVEZ, O'HARA, COLLIER, PINNICK INVOICE # 3353494883,3353239265

ADMINISTRATIVE OFFICES 125.98 COUNTY SHERIFF 310.60

01 0 103437 T.A. TIRRS & SERVICE TWO TIRES FOR 2003 DODGE RAM 402-60-2201 6141818 04/19/2018 32301 271.90

271.90 INVOICE # 092580

04/19/2018 COUNTY ROAD DEPARTMENT 271.90

01 0 103438 T-MOBILE USA, INC ELECTRONIC MONITORING MONTHLY 420-73-2207 6741818 04/19/2018 28.39

3053.30 TCPO-DV MONTHLY BILL 690-09-2207 76.49

04/19/2018 TCPO-HV MONTHLY BILL 629-49-2207 42.77

SHERIFF MONTHLY BILL 401-50-2207 1854.04

TC ANIMAL SHELTER MONTHLY BILL 401-82-2207 464.19

DISPATCH MONTHLY BILL 911-80-2207 133.07

CIVIL DEFENSE MONTHLY BILL 604-83-2207 38.02

MANAGER MONTHLY BILL 401-10-2207 79.33

COMMISSION MONTHLY BILL 401-05-2207 38.02

FIRE ADMIN. MONTHLY BILL 413-91-2207 137.72

DIST. 3 VFD MONTHLY BILL 408-91-2207 19.01

P&Z MONTHLY BILL 685-08-2207 4.84

ROAD MONTHLY BILL 401-08-2207 19.01

ROAD MONTHLY BILL 402-60-2207 40.34

CHECK MONTHLY BILL 401-20-2207 4.84

DWI MONTHLY BILL 605-02-2207 19.01

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			SHERIFF TRANSPORT MONTHLY FUEL	420-74-2202	/ /	/ /		2070.36
			CIVIL DEFENSE MONTHLY FUEL	604-83-2202	/ /	/ /		159.55
			DWI MONTHLY FUEL	605-02-2202	/ /	/ /		85.16

STATE FIRE ALLOTMENT	2472.18	ADMINISTRATIVE OFFICES	178.98	PLANNING & ZONING				
WIND FILL	20.22	COUNTY TREASURER	51.23	ELECTIONS				51.58
HOME VISITING GRANT FY	7.06	911-DISPATCH CENTER	68.78	COUNTY ASSESSOR				31.82
COMMUNITY MONITORING	73.25	COUNTY SHERIFF	4893.24	TRANSPORTATION OF PRIS				2070.36
COMMUNICATIONS/EMS TRX	159.55	DWI LOCAL GRANT FY18	85.16					

01 O 103445		MORLEY CHELSEA		ANIMAL CONTROL TRAINING	401-82-2205	6641818	04/19/2018	146.00
	146.00			COLORADO-RETURN				

COUNTY ROAD DEPARTMENT 21300.00

124 319558.04 / / TOTAL

** GRAND TOTAL ** 319,558.04

**TOTAL GENERAL FUND 92,942.00

**DEPT 401-05-2201 COUNTY COMMISSION 46,742.65 .00
 401-05-2203 VEHICLE MAINTENANCE/REPAIR 561.09 .00
 401-05-2207 MAINTENANCE CONTRACTS 606.60 .00
 401-05-2208 TELECOMMUNICATIONS 396.72 .00
 401-05-2219 ELECTRICITY 1,188.87 .00
 401-05-2221 OFFICE SUPPLIES 453.07 .00
 401-05-2260 PRINTING/PUBLISHING/ADVERTISING 335.30 .00
 401-05-2261 EXTENSION OFFICE 6,250.00 .00
 401-05-2272 PROFESSIONAL SERVICES 20,083.59 .00
 401-05-2275 LEGAL SERVICES 4,108.71 .00
 12,758.70 .00

**DEPT 401-08-2202 PLANNING & ZONING 919.67 .00
 401-08-2203 VEHICLE FUEL 60.84 .00
 401-08-2205 MAINTENANCE CONTRACTS 496.87 .00
 401-08-2207 MILEAGE/PER DIEM 305.00 .00
 401-08-2207 TELECOMMUNICATIONS 19.01 .00
 401-08-2221 PRINTING/PUBLISHING/ADVERTISING 37.95 .00

**DEPT 401-10-2207 COUNTY MANAGER 708.33 .00
 401-10-2219 TELECOMMUNICATIONS 338.88 .00
 OFFICE SUPPLIES 369.45 .00

**DEPT 401-15-2202 ADMINISTRATIVE OFFICES MAINTENAN 3,810.87 .00
 401-15-2203 VEHICLE FUEL 178.98 .00
 401-15-2207 MAINTENANCE CONTRACTS 194.74 .00
 401-15-2208 TELECOMMUNICATIONS 4.84 .00
 401-15-2215 ELECTRICITY 2,196.98 .00
 401-15-2218 BUILDING MAINTENANCE/REPAIR 858.28 .00
 401-15-2218 EQUIPMENT MAINTENANCE/REPAIR 125.98 .00
 401-15-2229 PAPER SUPPLIES 251.07 .00

**DEPT 401-16-2203 JUDICIAL COMPLEX MAINTENANCE 4,240.25 .00
 401-16-2208 MAINTENANCE CONTRACTS 118.25 .00
 401-16-2215 ELECTRICITY 2,941.92 .00
 401-16-2229 BUILDING MAINTENANCE/REPAIR 1,152.54 .00
 PAPER SUPPLIES 27.54 .00

**DEPT 401-20-2207 COUNTY CLERK 130.59 .00
 401-20-2272 TELECOMMUNICATIONS 60.59 .00
 PROFESSIONAL SERVICES 70.00 .00

**DEPT 401-21-2205 ELECTIONS 1,019.43 .00
 401-21-2205 MILEAGE/PER DIEM 51.58 .00
 401-21-2219 OFFICE SUPPLIES 577.92 .00
 401-21-2221 PRINTING/PUBLISHING/ADVERTISING 347.81 .00
 401-21-2308 VOTING MACHINE STORAGE 42.12 .00

**DEPT 401-24-2208 HEALTH DEPT BLDG MAINTENANCE 113.75 .00
 ELECTRICITY 113.75 .00
 **DEPT 401-27-2219 PURCHASING DEPARTMENT 3.04 .00
 OFFICE SUPPLIES 3.04 .00

**DEPT 401-30-2201 COUNTY TREASURER 560.63 .00
 VEHICLE MAINTENANCE/REPAIR 125.00 .00

401-30-2202 VEHICLE FUEL 51.23 .00
 401-30-2203 MAINTENANCE CONTRACTS 304.99 .00
 401-30-2207 TELECOMMUNICATIONS 68.41 .00
 401-30-2272 PROFESSIONAL SERVICES 11.00 .00

**DEPT 401-40-2207 COUNTY ASSESSOR 5,021.62 .00
 401-40-2221 TELECOMMUNICATIONS 59.38 .00
 PRINTING/PUBLISHING/ADVERTISING 4,962.24 .00

**DEPT 401-50-2202 COUNTY SHERIFF 8,665.24 .00
 401-50-2203 VEHICLE FUEL 4,893.24 .00
 401-50-2207 MAINTENANCE CONTRACTS 1,543.50 .00
 401-50-2222 TELECOMMUNICATIONS 1,917.90 .00
 FIELD SUPPLIES 310.60 .00

**DEPT 401-55-2207 FINANCE DEPARTMENT 66.36 .00
 401-55-2219 TELECOMMUNICATIONS 40.34 .00
 OFFICE SUPPLIES 26.02 .00

**DEPT 401-65-2203 INFORMATION TECHNOLOGY DEPARTMENT 17,536.53 .00
 MAINTENANCE CONTRACTS 17,536.53 .00

**DEPT 401-82-2115 ANIMAL SHELTER 3,403.04 .00
 401-82-2202 PHARMACY SUPPLIES 927.07 .00
 401-82-2205 VEHICLE FUEL 250.17 .00
 401-82-2207 MILEAGE/PER DIEM 146.00 .00
 401-82-2209 TELECOMMUNICATIONS 727.71 .00
 401-82-2210 HEATING/GAS/PROPANE 203.63 .00
 401-82-2218 WATER/SEWER/TRASH 80.95 .00
 401-82-2219 EQUIPMENT MAINTENANCE/REPAIR 175.00 .00
 401-82-2221 OFFICE SUPPLIES 195.66 .00
 401-82-2221 PRINTING/PUBLISHING/ADVERTISING 132.76 .00
 401-82-2272 PROFESSIONAL SERVICES 564.09 .00

**TOTAL ROAD FUND 43,814.92 .00
 COUNTY ROAD DEPARTMENT 38,132.53 .00
 402-60-2201 VEHICLE MAINTENANCE/REPAIR 1,697.49 .00
 402-60-2202 VEHICLE FUEL 11,682.19 .00
 402-60-2203 MAINTENANCE CONTRACTS 1,317.64 .00
 402-60-2207 TELECOMMUNICATIONS 136.77 .00
 402-60-2244 MACHINERY MAINTENANCE/REPAIR 23,298.44 .00

**DEPT 402-61-2221 COUNTY ROAD SHOP 1,062.39 .00
 402-61-2250 PRINTING/PUBLISHING/ADVERTISING 192.12 .00
 SHOP SUPPLIES 870.27 .00

**DEPT 402-63-2407 SB PROJECT 4,620.00 .00
 SB-7808(105)17 4,620.00 .00

**TOTAL FARM & RANGE 17,990.15 .00
 FARM & RANGE 17,990.15 .00
 **DEPT 403-66-2278 FARM & RANGE 17,990.15 .00
 ANIMAL DAMAGE CONTROL 17,990.15 .00

**TOTAL DISTRICT 5 VPD 2,496.52 .00
 STATE FIRE ALLOWMENT 2,496.52 .00
 **DEPT 405-91-2201 VEHICLE MAINTENANCE/REPAIR 38.45 .00
 405-91-2202 VEHICLE FUEL 521.18 .00
 405-91-2207 TELECOMMUNICATIONS 361.74 .00

DEBITS CREDITS

405-91-2208	ELECTRICITY	408.28	.00
405-91-2209	HEATING/GAS/PROPANE	197.76	.00
405-91-2210	WATER/SEWER/TRASH	27.30	.00
405-91-2230	MEDICAL SUPPLIES	125.68	.00
405-91-2248	SAFETY EQUIPMENT	734.98	.00
405-91-2272	PROFESSIONAL SERVICES	81.15	.00

**TOTAL	DISTRICT 2 VFD	5,846.91	.00
**DEPT	STATE FIRE ALLOTMENT	5,846.91	.00
406-91-2202	VEHICLE FUEL	383.31	.00
406-91-2207	TELECOMMUNICATIONS	213.70	.00
406-91-2208	ELECTRICITY	247.74	.00
406-91-2210	WATER/SEWER/TRASH	106.68	.00
406-91-2230	MEDICAL SUPPLIES	102.77	.00
406-91-2248	SAFETY EQUIPMENT	4,716.56	.00
406-91-2272	PROFESSIONAL SERVICES	76.15	.00

**TOTAL	DISTRICT 1 VFD	754.71	.00
**DEPT	STATE FIRE ALLOTMENT	754.71	.00
407-91-2201	VEHICLE MAINTENANCE/REPAIR	287.34	.00
407-91-2202	VEHICLE FUEL	233.32	.00
407-91-2207	TELECOMMUNICATIONS	58.87	.00
407-91-2208	ELECTRICITY	175.18	.00

**TOTAL	DISTRICT 3 VFD	3,189.10	.00
**DEPT	STATE FIRE ALLOTMENT	3,189.10	.00
408-91-2202	VEHICLE FUEL	373.49	.00
408-91-2207	TELECOMMUNICATIONS	316.20	.00
408-91-2208	ELECTRICITY	406.05	.00
408-91-2209	HEATING/GAS/PROPANE	218.15	.00
408-91-2218	EQUIPMENT MAINTENANCE/REPAIR	1,571.24	.00
408-91-2230	MEDICAL SUPPLIES	147.82	.00
408-91-2272	PROFESSIONAL SERVICES	156.15	.00

**TOTAL	DISTRICT 4 VFD	1,230.28	.00
**DEPT	STATE FIRE ALLOTMENT	1,230.28	.00
409-91-2202	VEHICLE FUEL	126.61	.00
409-91-2207	TELECOMMUNICATIONS	170.41	.00
409-91-2208	ELECTRICITY	139.89	.00
409-91-2209	HEATING/GAS/PROPANE	712.22	.00
409-91-2272	PROFESSIONAL SERVICES	81.15	.00

**TOTAL	L. R. PROTECTION FUND	492.53	.00
**DEPT	COUNTY SHERIFF	492.53	.00
410-50-2222	FIELD SUPPLIES	492.53	.00

**TOTAL	COUNTY FIRE PROTECTION FUND	4,245.28	.00
**DEPT	1/4 FIRE EXCISE TAX	4,245.28	.00
411-92-2201	VEHICLE MAINTENANCE/REPAIR	349.66	.00
411-92-2218	EQUIPMENT MAINTENANCE/REPAIR	1,274.55	.00
411-92-2230	MEDICAL SUPPLIES	879.42	.00
411-92-2248	SAFETY EQUIPMENT	1,741.65	.00

**TOTAL	COUNTY FAIR	448.60	.00
**DEPT	COUNTY FAIR	448.60	.00

DEBITS CREDITS

412-53-2209 HEATING/GAS/PROPANE 98.60 .00
 412-53-2272 PROFESSIONAL SERVICES 350.00 .00
 **TOTAL FIRE DEPARTMENT ADMIN 4,284.44 .00

**DEPT 413-91-2202 STATE FIRE ALLOTMENT 4,284.44 .00
 413-91-2207 VEHICLE FUEL 737.28 .00
 413-91-2248 TELECOMMUNICATIONS 425.92 .00
 413-91-2272 SAFETY EQUIPMENT 2,948.56 .00
 PROFESSIONAL SERVICES 172.68 .00
 **TOTAL INDIGENT FUND 2,222.25 .00

**DEPT 414-19-2293 2ND 1/8 GROSS RECEIPTS TAX 2,222.25 .00
 INDIGENT MEDICAL CLAIMS 2,222.25 .00
 **TOTAL DISTRICT 6 VPD 873.87 .00

**DEPT 418-91-2202 STATE FIRE ALLOTMENT 873.87 .00
 418-91-2207 VEHICLE FUEL 96.99 .00
 418-91-2208 TELECOMMUNICATIONS 227.71 .00
 418-91-2209 ELECTRICITY 77.62 .00
 418-91-2210 HEATING/GAS/PROPANE 217.22 .00
 418-91-2248 WATER/SEWER/TRASH 54.33 .00
 SAFETY EQUIPMENT 200.00 .00
 **TOTAL EVSMA CONTRACT 17,045.83 .00

**DEPT 419-05-2292 COUNTY COMMISSION 17,045.83 .00
 EVSMA TRIPPING FEES 17,045.83 .00
 **TOTAL JAIL FUND 109,283.84 .00

**DEPT 420-70-2172 ADULT INMATE CARE 106,976.39 .00
 420-70-2207 CARE OF INMATES 106,964.00 .00
 420-70-2207 TELECOMMUNICATIONS 12.39 .00
 **DEPT 420-73-2272 COMMUNITY MONITORING 237.09 .00
 420-73-2207 VEHICLE FUEL 73.25 .00
 420-73-2207 TELECOMMUNICATIONS 28.39 .00
 420-73-2272 PROFESSIONAL SERVICES 135.45 .00

**DEPT 420-74-2202 TRANSPORTATION OF PRISONERS 2,070.36 .00
 420-74-2202 VEHICLE FUEL 2,070.36 .00
 **TOTAL SAFETY PROGRAM 249.19 .00

**DEPT 600-06-2248 RISK MANAGEMENT 249.19 .00
 SAFETY EQUIPMENT 249.19 .00
 **TOTAL CIVIL DEFENSE FUND 602.57 .00

**DEPT 604-83-2202 COMMUNICATIONS/EMS TAX 602.57 .00
 604-83-2207 VEHICLE FUEL 159.55 .00
 604-83-2207 TELECOMMUNICATIONS 38.02 .00
 604-83-2221 PRINTING/PUBLISHING/ADVERTISING 405.00 .00
 **TOTAL DWI PROGRAM FUND 1,845.80 .00

**DEPT 605-02-2202 DWI LOCAL GRANT FY18 1,845.80 .00
 605-02-2202 VEHICLE FUEL 85.16 .00

DEBITS CREDITS

605-02-2207	TELECOMMUNICATIONS	19.01	.00
605-02-2218	EQUIPMENT MAINTENANCE/REPAIR	423.83	.00
605-02-2272	PROFESSIONAL SERVICES	1,317.80	.00
**TOTAL	DWI SCHOOL	105.00	.00
606-79-2219	HEALTH CARE GROSS RECEIPTS TAX	105.00	.00
**DEPT	OFFICE SUPPLIES	105.00	.00
**TOTAL	TREASURER'S FEE	1,197.92	.00
609-30-2266	COUNTY TREASURER	1,197.92	.00
609-30-2272	TRAINING	350.00	.00
**DEPT	PROFESSIONAL SERVICES	847.92	.00
**TOTAL	PROPERTY VALUATION FUND	323.32	.00
610-40-2202	COUNTY ASSESSOR	323.32	.00
610-40-2203	VEHICLE FUEL	31.82	.00
610-40-2218	MAINTENANCE CONTRACTS	206.51	.00
**TOTAL	EQUIPMENT MAINTENANCE/REPAIR	84.99	.00
612-20-2203	CLERK'S EQUIPMENT FUND	817.98	.00
612-20-2207	COUNTY CLERK	817.98	.00
612-20-2207	MAINTENANCE CONTRACTS	703.74	.00
612-20-2308	TELECOMMUNICATIONS	2.15	.00
**TOTAL	VOTING MACHINE STORAGE	112.09	.00
620-94-2215	COUNTY INFRASTRUCTURE GRN	1,735.68	.00
620-94-2228	INFRASTRUCTURE GROSS RECEIPTS TX	1,735.68	.00
**TOTAL	BUILDING MAINTENANCE/REPAIR	1,550.00	.00
628-14-2221	SOFTWARE	185.68	.00
**DEPT	RECYCLING & ILLEGAL DUMPING GRAN	420.00	.00
**TOTAL	RAID GRANT FY18	420.00	.00
629-49-2205	HOME VISITING GRANT	103.38	.00
629-49-2207	HOME VISITING GRANT FY18	103.38	.00
**TOTAL	MILEAGE/PER DIEM	60.61	.00
635-09-2205	TELECOMMUNICATIONS	42.77	.00
**DEPT	JUVENILE JUSTICE GRANT	160.00	.00
**TOTAL	WIND FILL	160.00	.00
675-07-2201	MILEAGE/PER DIEM	160.00	.00
675-07-2203	RURAL ADDRESSING	861.10	.00
**TOTAL	RURAL ADDRESSING	861.10	.00
685-08-2201	RURAL ADDRESSING	861.10	.00
**DEPT	VEHICLE MAINTENANCE/REPAIR	654.57	.00
**TOTAL	MAINTENANCE CONTRACTS	206.53	.00
685-08-2201	P&Z COURT FEES	588.87	.00
**DEPT	PLANNING & ZONING	588.87	.00
**TOTAL	VEHICLE MAINTENANCE/REPAIR	220.00	.00

DEBITS CREDITS

685-08-2202 VEHICLE FUEL 214.82 .00
 685-08-2207 TELECOMMUNICATIONS 4.84 .00
 685-08-2221 PRINTING/PUBLISHING/ADVERTISING 149.21 .00

 **TOTAL DOMESTIC VIOLENCE GRANT 96.71 .00

 **DEPT WIND FUEL 96.71 .00
 690-09-2202 VEHICLE FUEL 20.22 .00
 690-09-2207 TELECOMMUNICATIONS 76.49 .00

 **TOTAL DRUG EDUCATION PROGRAM 114.80 .00

 **DEPT DRUG EDUCATION 114.80 .00
 804-89-2257 OUTREACH MATERIALS/SUPPLIES 114.80 .00

 **TOTAL EMERGENCY-911 FUND 3,174.49 .00

 **DEPT 911-DISPATCH CENTER 2,933.75 .00
 911-80-2202 VEHICLE FUEL 68.78 .00
 911-80-2203 MAINTENANCE CONTRACTS 313.74 .00

 911-80-2207 TELECOMMUNICATIONS 728.39 .00
 911-80-2208 ELECTRICITY 1,212.55 .00
 911-80-2209 HEATING/GAS/PROPANE 110.86 .00
 911-80-2215 BUILDING MAINTENANCE/REPAIR 267.55 .00
 911-80-2221 PRINTING/PUBLISHING/ADVERTISING 83.81 .00
 911-80-2272 PROFESSIONAL SERVICES 148.07 .00

 **DEPT DPA TRAINING GRANT 240.74 .00
 911-85-2266 TRAINING 240.74 .00

 BANK01 WELLS FARGO 319,558.04 .00
 ** BANK TOTALS ** 319,558.04 .00



*Agenda Item
No. 1*



Agenda Item
No. 2



*Agenda Item
No. 3*

Belinda Garland

From: Julia Ducharme
Sent: Sunday, March 11, 2018 12:49 PM
To: Belinda Garland
Cc: 'juliaducharme@tcnm.us'
Subject: Fw: Request for Proclamation concerning May is Motorcycle Awareness Month - Torrance County

Hello Belinda,
Please put this request on the next commission meeting agenda. Thank you.

Julia DuCharme

From: Richard Sturgeon <twistedfish3131@comcast.net>
Sent: Thursday, March 8, 2018 5:16 PM
To: Julia Ducharme
Subject: Request for Proclamation concerning May is Motorcycle Awareness Month - Torrance County

March 8th, 2018
Torrance County Commission
Torrance County, NM

Dear County Commissioner,

My name is Richard Sturgeon and I am a member of a Motorcycle Safety Committee in Los Alamos, NM.

The reason I am writing you today is to ask for your consideration in signing a proclamation declaring that Torrance County recognizes May 2018 as *Motorcycle Awareness Month*. Note that this declaration is in conjunction with the National Highway Traffic Safety Administration.

Torrance County is a destination ride for many motorcycle enthusiasts from our state and across the southwest region of the United States. For avid riders to know that Torrance has a formal proclamation stating that it recognizes the importance of raising motorcycle safety awareness would draw in even more touring riders.

I have provided an example of a draft proclamation that other counties in New Mexico, as well as the Governor of the state and a State House Representative, have used over the last 2 years. Our goal this year is to have proclamations created and signed in all 33 New Mexico counties. Accomplishing this goal would be unprecedented as no other state in the Union can claim to have every one of their counties back such an important lifesaving initiative.

Thank you for your time and consideration!

Sincerely,
Richard Sturgeon
1870 Broadview Dr.
Los Alamos, NM 87544
505-412-2616

MAY IS MOTORCYCLE AWARENESS MONTH

WHEREAS, motorcycles are used as a regular means of transportation for commuting, touring and recreation in and around Torrance, New Mexico; and

WHEREAS, the Torrance scenic roadways make motorcycling a very popular destination for riders from around the country; and

WHEREAS, the safe operation of a motorcycle requires the use of acquired skills developed through a combination of training and experience, the use of good judgement, and thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, it is imperative that the residents of Torrance be aware, show consideration and share the road with motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, the National Highway Traffic Safety Administration has declared May as "Motorcycle Awareness Month"; it is the desire of this County Commission to join the NHTSA in raising awareness of the growing number of motorcyclists on Torrance County's roadways in order to help prevent accidents and most importantly, save lives.

NOW, THEREFORE, on behalf of the County Commission of Torrance County, I do hereby proclaim the Month of May, 2018 to be:

MOTORCYCLE AWARENESS MONTH

in Torrance County, and urge our citizens to be observant, courteous and knowledgeable about motorcycle usage in our community.



*Agenda Item
No. 4*

**TORRANCE COUNTY
PROCLAMATION
IN SUPPORT OF
TORRANCE COUNTY WILDFIRE AWARENESS MONTH - MAY 2018**

Whereas, wildfire significantly impacts Torrance County's environmental, economic and social well-being; and

Whereas, homeowners should ensure proper management of vegetation surrounding the home and appropriate home construction and maintenance to resist ignition; and

Whereas, residents can save precious time in an evacuation by preparing a to-go bag and family evacuation plan ahead of time; and

Whereas, communities should create well designed fuel breaks, ensure good access for emergency vehicles and consider multiple evacuation routes; and

Whereas, residents should evacuate immediately when asked by emergency responders.

Therefore be it proclaimed, that the Torrance County Board of County Commissioners supports the month of May, 2018 as Torrance County Wildfire Awareness Month and this year's theme:

**WILDFIRE!
Prepare. Anticipate. Evacuate.**

as a means for education and a call for residents of Torrance County to take action to reduce the wildfire threat and prepare their homes, families and community for wildfire, anticipate a possible evacuation and to evacuate their homes when asked.

Passed, Approved and Adopted this 25th day of April, 2018, by _____
of Torrance County.

Attest:



*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



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

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

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

Name: Dennis Wallin Legal
First Last Department / Company / Organization Name

Today's Date: 4-11-18 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:
Update on the Opioid Law Suit

Is this a Resolution, Contract, Agreement, Grant Application, Other? No

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. 6*

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



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

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

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

Name: Michael Lobaugh The Old Windmill Dairy
First Last Department / Company / Organization Name

Today's Date: 4-11-18 Mailing Address: P.O. Box 834, McIntosh, NM 87032
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-834-0033 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: info@towsdairy.com

Is this request for the next Commission meeting? YES NO If no, date of Commission Meeting: April 25th

Brief explanation of business to be discussed:
Request for a Celebration Permit for 2 separate events:
Mother's Day Celebration May 12th, 2018
Father's Day Celebration June 16th, 2018

Is this a Resolution, Contract, Agreement, Grant Application, Other? No

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: _____

**ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS**

FEES ARE \$10 PER DAY -- Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Saravilla Vineyards LLC Owner Name Robert C Saravilla Liquor License # 60026
 Mailing Address 30 Camise Noyales City, State & Zip Bellevue, MN 57002
 Contact Telephone # 505-859-0684 Fax # 505-824-4754 Email Address barbara@saravillavineyards.com
EVENT INFORMATION: Celebration type: State Fair ___ County Fair ___ Community Fiesta ___ Cultural/Artistic Performance Athletic ___

Circle those that apply - All Age Event / Wrist Bands and/or Stamps - Beer Garden - Indoor / Outdoor Event Begin Time 3 pm End Time 10 pm

Description and Name of Event Mother's Day Celebration Date(s) of Event 5-12-18 Alcohol Service Begin Time 3 pm End Time 9 pm
 Physical Address of Event & Name of Building or Business 52 Paso Ranch Rd, Mankato, MN 57902 Number of Persons expected to Drink 100
 Description of Security 1 at Gate 1 Remaining Number of Security 2 Security Contact Name Ed Lebaugh Contact Telephone # 505-354-0033

SPONSOR INFORMATION

Sponsor of Event Two Guys Making Drinks, Cheese Contact Name Ed Lebaugh Contact Telephone # 505-354-0033

BUILDING/PROPERTY OWNER APPROVAL

Name (print) Michael Lebaugh Signature [Signature] Telephone # 505-975-0870 Date _____

LICENSE HOLDER & SERVER CERTIFICATION: I, Robert C Saravilla (Licensee) hereby certify that this event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.

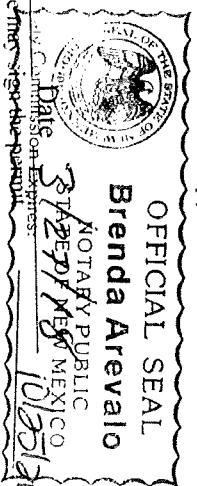
NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
 Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) Robert C Saravilla Signature [Signature]
 Only the owner of authorized person under this license may sign the permit.

Subscribed and Sworn before me this 27th day of March, 2018 Notary Public Brenda Arevalo Exp. 10/31/21

LOCAL GOVERNING BODY APPROVAL

Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____



ALCOHOL & GAMING DIVISION USE ONLY
 Approved by: _____ Date _____ Permit Number _____
 Attachments: 1) Floor plan - (Pictures) 2) Fees per day (listed on top of page) 3) Server information list

JARAMILLO VINEYARDS SERVERS

NAME	LIC #	EXP DATE
1. Robert Jaramillo	179930	11/01/2018
2. Barbara Jaramillo	179929	11/01/2018
3. Annalise Theisen	353290	11/17/2020

Parking

Entrance/
Exit
Gate
*Security

Perimeter
*Security

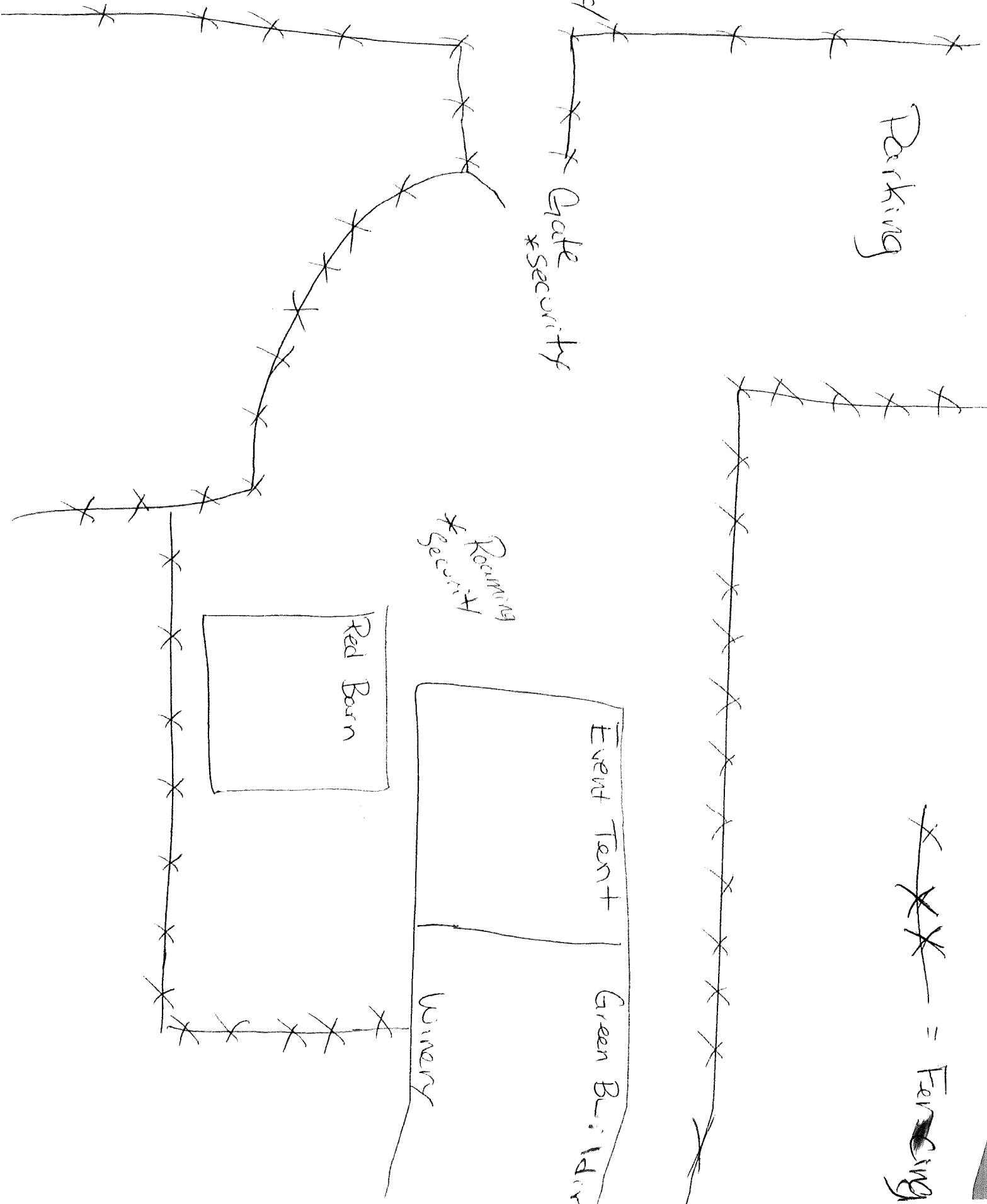
Red Barn

Event Tent

Green Building

Winery

X X X = Fencing



**ALCOHOL & GAMING DIVISION
PUBLIC CELEBRATION PERMIT APPLICATION WINEGROWER, SMALL BREWER & CRAFT DISTILLER LICENSE HOLDERS**

FEES ARE \$10 PER DAY - Fees are Non-Refundable

LICENSE HOLDER INFORMATION:

Business Name (DBA) Black Mesa Winery Owner Name JERRY BURD Liquor License # 6079
 Mailing Address PO Box 308 City, State & Zip Velarde NM 87582
 Contact Telephone # 505-852-2822 Fax # _____ Email Address jereblackmesawinery.com

EVENT INFORMATION: Celebration type: State Fair _____ County Fair _____ Community Fiesta _____ Cultural/Artistic Performance 2 Athletic _____
Circle those that apply: - All Age Event / Wrist Bands and/or Stamps - Beer Garden - Indoor / Outdoor _____ Event Begin Time 3pm End Time 6pm

Description and Name of Event Fathers Day Celebration Date(s) of Event 6-16-18 Alcohol Service Begin Time 3pm End Time 9pm
 Physical Address of Event & Name of Building or Business 52 Paso Ranch Rd Mallesh NM 87582 Number of Persons expected to Drink 100
 Description of Security Lat Gate 1 fencing Number of Security 2 Security Contact Name Ed Lebaugh Contact Telephone # 505-351-6533

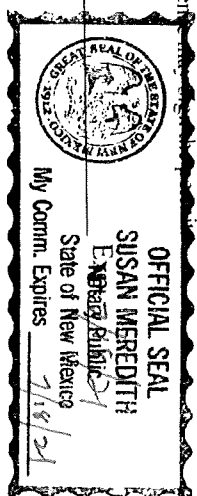
SPONSOR INFORMATION

Sponsor of Event Two Guys Making Atrial Contact Name Ed Lebaugh Contact Telephone # 505-351-6533
BUILDING/PROPERTY OWNER APPROVAL
 Name (print) Michael Lebaugh Signature [Signature] Telephone # 505-975-0570 Date _____

LICENSE HOLDER & SERVER CERTIFICATION: I, Lynnda L. Burd (Licensee) hereby certify that this event is not within 300 Ft. of a church or school unless alcoholic beverages were sold there prior to July 1, 1981 or a waiver is obtained from the local governing body. I further certify that all persons providing the service of alcoholic beverages are server certified and that they are my employees and that ALL the information in this application is true and correct.
NOTE: List of servers including name, server permit # and server expiration date must be attached to permit application.
 Licensee agrees that if any statements or representations herein are found to be false, the director may refuse to issue additional permits.

Licensee Name (print) LYNDA L. BURD Signature [Signature] Date 3-29-18
 All profits derived from the sale of liquor will go only to the licensee.
 Only the owner or authorized person under this license

Subscribed and Sworn before me this 29th day of March, 2018 Notary Public [Signature]
NOTARY INFORMATION
LOCAL GOVERNING BODY APPROVAL



Print Name _____ Title _____ Date _____ Signature _____ Phone _____ Fax _____
ALCOHOL & GAMING DIVISION USE ONLY
 Approved by: _____ Date _____ Permit Number _____
 Attachments: 1) Floor plan - (Pictures) 2) Fees per day (listed on top of page) 3) Server information list

LIQUOR LICENSE NUMBER 6079 and 6836

OWNER NAME Lynda & Jerry Burd

BLACK MESA WINERY

Server Permit #	Last Name	First Name	DOB	Hire Date	Expiration Date
84185	Burd	Lynda	11-29-47	02-15-00	05-13-18
74626	Burd	Jerry	05-23-50	02-15-00	05-16-18
266259	Meredith	Susan	05-06-57	08-20-15	09-19-20

Parking

Entrance/
Exit
Gate
*Security

Rainning
*Security

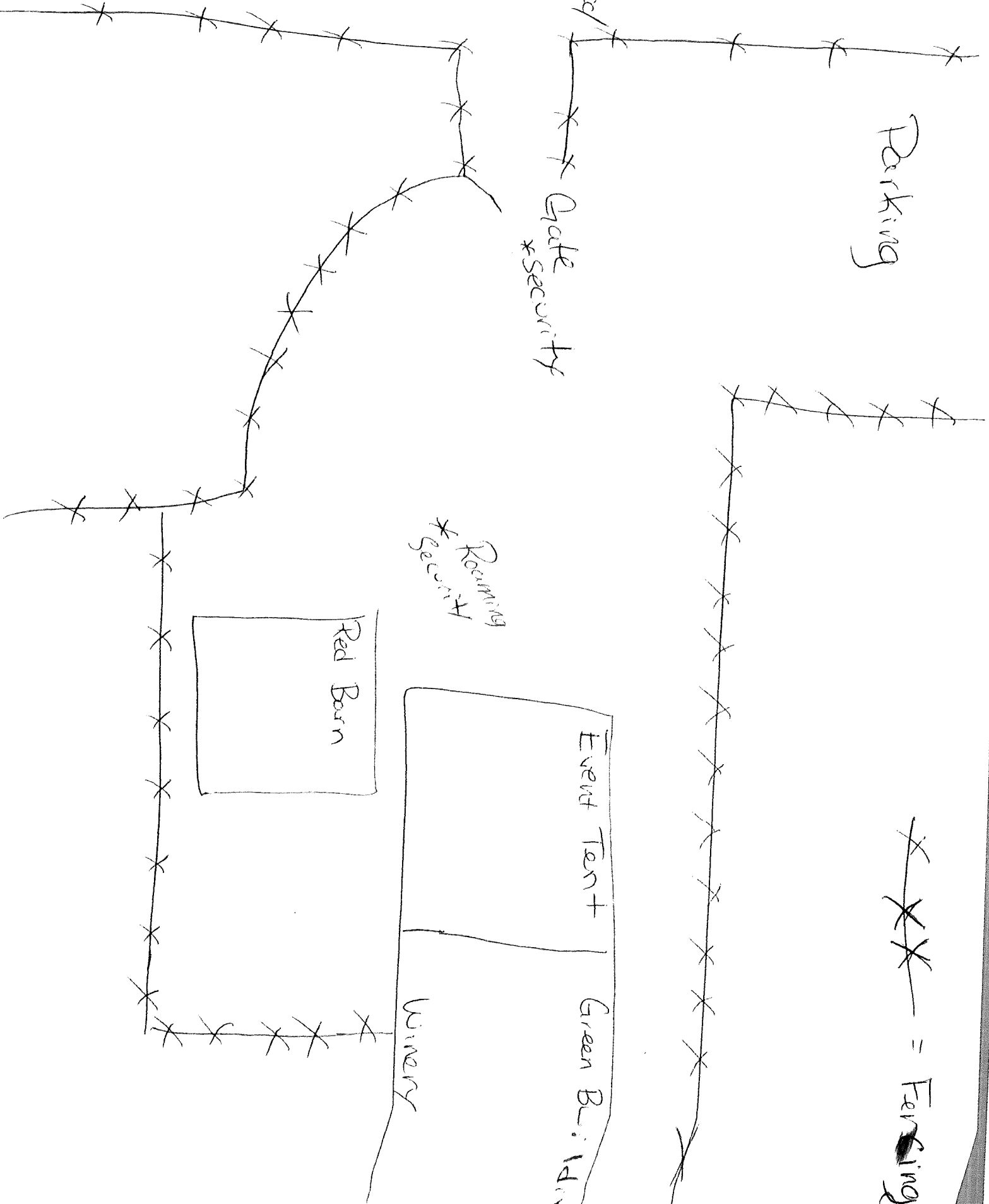
Red Barn

Event Tent

Green B...
Id...

Winery

X X X = Fencing





*Agenda Item
No. 7*



*Agenda Item
No. 8*

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



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

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

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

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

Name: Marcie Wallin TCEB
First Last Department / Company / Organization Name

Today's Date: 4-18-18 Mailing Address: PO Box 226
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-573-2341 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: MarcieWallin@aol.com

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

Brief explanation of business to be discussed:

Position posting

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. 9*

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



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

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

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

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

Name: Sanchez Javier Commission
First Last Department / Company / Organization Name

Today's Date: 4/18/18 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-400-3193 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:

Transportation Committee Discussion -
- Consideration of forming a Transportation Committee
- Directives(s) to County Manager.

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. 10*



UPDATES

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



*Agenda Item
No. 11*



Torrance County Grants Committee

Grant Review Summary

Department & Project Manager: Domestic Violence Grant - Ana Martinez Date: 04/19/18

Type of Grant: Reimbursable Match Other: _____

Name of Grant: Domestic Violence	Grant/Agreement Number: 17-690-20139-2
Grantor: Children, Youth & Families Dept.	Grant Term: 06/30/2020
Grant Funding: \$109,999 - total for 4 years	Administration Fee: N/A
Report Requirements: Standard monthly reports required.	
Matching: N/A	
Project Description: Provide Domestic Violence service componets in Torrance County. The services will be provided to adult victim/suvivors and offenders of domestice violence.	
Legal Requirements: Same as original contract.	
Committee Concerns: None.	

Recommend: Approve
 Approve with conditions: _____
 Do Not Approve

Grants Committee:

County Manager

Tracy Sedillo
County Treasurer

AS

Purchasing Director

Amanda Lenoir
Finance Director

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER (TWO)

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

PURPOSE OF AMENDMENT

1. Amend **Article II "Scope of Work"** to replace Attachment 1 – Scope of Work.
2. Replace **Attachment 1 – Scope of Work**
3. Replace **Attachment 2 – Budget** with no increase or decrease

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article II, Scope of Work, is hereby amended to read as follows:

ARTICLE II. Scope of Work

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

Amended Attachment 1 – Scope of Work
Dated February 21, 2018

Torrance County Domestic Violence Project

Torrance County Domestic Violence Project

Performance Measures:

1. Contractor shall measure performance through monthly surveys to Contractor clients with results entered into the EPICS under this contract to include the following:

Adult Survivor:

Learned more about domestic violence (DV) and its effects; received information to increase feelings of safety; and received information about available community resources; feel more confident in decision making; know more about available options; and am more hopeful about the future as measured through completion of client surveys.

Offender:

Learned how behavior affected partner, children, and other family members; take responsibility for behavior and actions, and gained skills, information and knowledge to avoid future abusive behaviors as measured through completion of client surveys.

2. Contractor will enter 100% of client surveys in EPICS on a quarterly basis.
3. Contractor will follow the Domestic Violence Service Definition Manual (DV SDM) with 100% billed to the CYFD contract.

Goal:

Clients receiving services under this contract will improve their over-all functioning in the areas of safety, permanency/stability, and well-being.

Activities:

The Contractor Shall:

1. Provide the Domestic Violence service components, identified in Attachment 2, Budget in the following geographic areas: Torrance County. The services will be provided to the following target populations:
 - a. Adult victim/survivors of domestic violence
 - b. Domestic Violence Offenders
2. Provide the following service components: Crisis Intervention; DV Participant Service Assessment and Plan; Offender Service Assessment and Plan, Domestic Violence Re-engagement Assessment and Plan; Skill and Knowledge Services-Individual; Skill and Knowledge Services-Group; Community Navigation; Legal Advocacy; Travel and Transportation; Community Outreach and Community Training in a manner that complies with all applicable Agency policies and procedures, and current Agency Fiscal and Administrative Standards.

3. Agree to comply with the required Federal grant certifications outlined in Attachments 3, 4, and 5. The certifications must be signed and submitted as part of this Agreement.
4. Attend an Agency grantee meeting at the beginning of the fiscal year. The purpose of the meeting is to review contract and reporting requirements, site visit protocol, and invoice procedures. Two (2) contractor representatives must attend, one (1) from the finance area and one from the program area. The Agency program manager will provide the date, time and location. Agency will reimburse travel and per diem in accordance with DFA approved rates as outlined in Attachment 2 - Budget.
5. Serve clients referred by the Agency's Protective Services and Juvenile Justice Services. The Agency's Protective Services DV Program Managers will address any questions regarding appropriateness of clients or capacity to meet these criteria.
6. Collaborate with the Agency's Protective Services and Juvenile Justice Services Field Offices, and other agencies that may serve Agency clients, to coordinate and enhance services. This may be done through in-service training, and/or regularly scheduled staff training.
7. Submit electronically, monthly demographic, service provision, billing and outcome information, and EPICS by the 10th of each month.
8. Develop a process to immediately identify a client's Medicaid eligibility and/or SALUD! enrollment status at intake. The process shall be documented and available for review by the Agency.
9. Prepare and submit reports, upon Agency's request, in a format approved by the Agency.
10. Submit a Final Report to the Agency's DV Program Managers for the Family Violence Prevention and Services Act (FVPSA) federal grant by November 15th of the contract year for Agency contracted services provided in the federal fiscal year (October 1 through September 30). The Final Report is to be completed in accordance with Agency instructions and approved format identified in Attachment 6. Noncompliance with this requirement may result in nonpayment or the delay of reimbursement.
11. Comply in all aspects with the Agency Protective Services DV SDM for Domestic Violence Services.
12. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
13. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.

14. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
15. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

The Agency Shall:

Provide a copy of the DV SDM to the Contractor.

Amended Attachment 2 – Budget
Dated February 21, 2018

Torrance County Domestic Violence Project

The total amount of the contract shall not exceed **\$109,999.00** including gross receipts tax. Fiscal year totals will be as follows:

	FY17	FY18	FY19	FY20	
TOTAL	\$49,999.00	\$20,000.00	\$20,000.00	\$20,000.00	\$109,999.00

1. Line item detail budgets will be created each year by the Contractor and must be approved by the CYFD Program Manager before July 1, at the beginning of each fiscal year. Line item detail adjustments may be made as needed at the discretion of the Community Services Bureau Chief.
2. Monthly payments, by the Agency, shall be made to the Contractor provided the Contractor provides the contracted Domestic Violence service components in a manner which insures ongoing contract compliance and submits timely, complete monthly information.
3. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating units sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.
4. Per diem, mileage and other miscellaneous expenses will be made in accordance with the Department of Finance and Administration (DFA) Rule 95-1 and titled, "Regulation and Mileage Act", and filed with the state record center on November 17, 1995 and subsequent DFA interpretive memorandums.
5. The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.
6. The Contractor shall not bill and the Agency shall not pay Medicaid Certified Providers for Medicaid reimbursable services provided to Medicaid eligible clients.
7. The Contractor shall, as an existing program, provide a match of 20% of the total Family Violence Prevention and Services Act (FVPSA) funds granted. The match can be cash or in-kind but cannot include any federal funds provided under any authority. Within 30-days of receiving a signed agreement, the Contractor will provide written documentation to the Agency Program Manager outlining the method by which the match will be provided, annually.

8. The Contractor will use FVPSA funds granted to supplement and not supplant funding from other Federal, State and local public funds expended to provide services and activities that promote the purposes of FVPSA.
9. The Contractor shall agree that grant funds made available to the Agency will not be used as direct payment to any victim or dependent of a victim of family violence.
10. Contractor shall maintain records of services rendered for the (3) years, as described in the Domestic Violence Service Definition Manual and sufficient to verify that contractual services were provided consistent with billings submitted by Contractor. The Contractor shall permit Agency staff to have access to its records for auditing and verification purposes.
11. No fee may be assessed on a client whose income equals or is below the federal poverty guidelines. Clients who cannot pay a fee will not be discriminated against or denied service.
12. Fees paid by a client for services/Program income must be used for the purposes of the grant. During the project period, program income may not be used by the grantee for other organizational purposes.
13. The Contractor may establish a sliding scale schedule for perpetrators of domestic violence under the condition that the sliding scale schedule and accompanying procedures are approved by the Agency prior to implementation.
14. The Agency reserves the right to designate funding source when validating expenditures.
15. The funding for this contract is delineated as follows:

Funding Information
GENERAL FUND

All other articles of this Agreement remain the same.

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

Torrance County

Belinda Scotland
Authorized Signatory

Date: 4-16-18

Torrance County Manager
Printed Title of Authorized Signatory

Paul Kullback
Legal Counsel, Contractor

Date: 4/16/18

Agency – Children, Youth and Families Department

Secretary or Designee, Agency

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

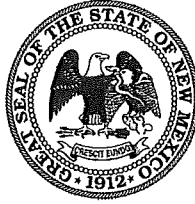


*Agenda Item
No. 12*

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

- DISTRICT 1 CYNTHIA B. HALL, VICE CHAIR
- DISTRICT 2 PATRICK H. LYONS
- DISTRICT 3 VALERIE ESPINOZA
- DISTRICT 4 LYNDA LOVEJOY
- DISTRICT 5 SANDY JONES, CHAIR



P.O. Box 1269
 1120 Paseo de Peralta
 Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
 Room 413
 800-244-6702 (In-state only)
 (505) 476-0174
 Fax : (505) 476-0100

CHIEF OF STAFF

Ernest D. Archuleta, D., P. E.

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY ADMINISTRATIVE FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division on or before April 30, 2018.

NAME OF COUNTY: Torrance

ADDRESS OF APPROVED FIRE ADMINISTRATION BUILDING:

PO Box 449, McIntosh, NM 87032

ISO FUNDING CLASSIFICATION: 7

If you contend the above ISO Funding Classification is incorrect, please attach your claim and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$55,501. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 62,562.00 TRAINING, FIRE FIGHTING EQUIPMENT, SAFETY EQUIPMENT.

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 606,162.⁰⁰

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that fire departments in your County are out of compliance, your Office and the Fire Chief will be notified of the department's status, if the fire departments in your County fail to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please insure that all certified Fire Departments in your County have properly provided two primary NFIRS users, along with contact information, as required on each fire departments Fire Protection Fund application.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____, 2018

Printed Name

LESTER GARY

Fire Chief Printed Name

/S

Signature of Commission Chair or Authorized Local Government Designee

/S

Lester Gary

Signature of Fire Chief

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR

CHIEF OF STAFF

Ernest D. Archuleta, P. E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
800-244-6702 (In-state only)
(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division on or before April 30, 2018.

FIRE DEPARTMENT Duran District #1 COUNTY: Torrance
FIRE DEPARTMENT ADDRESS: PO Box 449, McIntosh, NM 87032
ISO CLASSIFICATION: 9

Approved number of Sub Stations is 0

0 Sub Stations

Approved number of Main Stations is 1

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$39,058. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from, FY'18 to FY'19. \$ 77,085.00 Builc. Maint., Equipment, Safety, Training, Communications

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 78,085.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<u>Name:</u>	<u>Email:</u>	<u>Phone:</u>
1. <u>David Crabb</u>	<u>Dcrabb@torrancecountyfire.com</u>	<u>505-235-9421</u>
2. _____	_____	_____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

/S

Printed Name

LESTER GARY

Printed Name

Signature of Commission Chair or Authorized Local Government Designee

/S Lester Gary

Signature of County Fire Chief / Fire Marshal or District Chief

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR

CHIEF OF STAFF

Ernest D. Archuleta, P. E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
800-244-6702 (In-state only)
(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division on or before April 30, 2018.

FIRE DEPARTMENT Indian Hills District #2 COUNTY: Torrance
FIRE DEPARTMENT ADDRESS: P.O. Box 449, McIntosh, NM 87032
ISO CLASSIFICATION: 6

Approved number of Main Stations is 2

Station #2 #28 Bryant Rd. Torrance
Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$117,168. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 48,810.00 Equipment, Training, Communications

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 51,810.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
1. SCOTT BROWN	Sbrown@terrancecountyfire.com	505-550-3603
2. CHERYL HAMM		

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

_____ /S	_____
Printed Name	Signature of Commission Chair or Authorized Local Government Designee
LESTER GARY	/S Lester Gary
Printed Name	Signature of County Fire Chief / Fire Marshal or District Chief

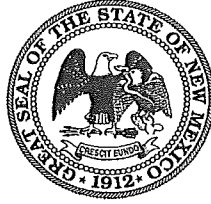
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR

CHIEF OF STAFF

Ernest D. Archuleta, P. E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

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(505) 476-0174
Fax : (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2018.**

FIRE DEPARTMENT McIntosh District #3 COUNTY: Torrance

FIRE DEPARTMENT ADDRESS: P.O. Box 449, McIntosh, NM 87032

ISO CLASSIFICATION: 6

Approved number of Sub Stations is 0

0 Sub Stations

Approved number of Main Stations is 2

Station #2

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$117,168. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 109,884.00 Extracation Equipment, Equipment, Training, Communications

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$112,884.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
1. <u>LESTER GARY</u>	<u>lgary@Erandcecountyfire.COM</u>	<u>505-567-6772</u>
2. _____	_____	_____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

/S _____

Printed Name

LESTER GARY

Signature of Commission Chair or Authorized Local Government Designee

/S Lester Gary

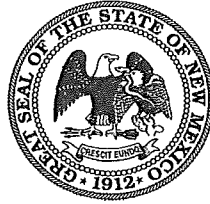
Printed Name

Signature of County Fire Chief / Fire Marshal or District Chief

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR



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Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

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Fax : (505) 476-0100

CHIEF OF STAFF

Ernest D. Archuleta, P. E.

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2018.**

FIRE DEPARTMENT Torreon-Taiique District #4 COUNTY: Torrance

FIRE DEPARTMENT ADDRESS: PO Box 449, McIntosh, NM 87032

ISO CLASSIFICATION: 9

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 1

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$39,058. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 15,746.00 Communications, Training, Equipment, SAFETY

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 17,246.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
1. <u>Mary Wettermann</u>	<u>MWETTERMAN@terrancecountyfire.com</u>	<u>505-321-0964</u>
2. _____	_____	_____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

/S

Printed Name

LESTER GARY

Signature of Commission Chair or Authorized Local Government Designee

/S Lester Gary

Printed Name

Signature of County Fire Chief / Fire Marshal or District Chief

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR



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Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

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Fax : (505) 476-0100

CHIEF OF STAFF

Ernest D. Archuleta, P. E.

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division on or before April 30, 2018.

FIRE DEPARTMENT Northeast Torrance District #5 COUNTY: Torrance

FIRE DEPARTMENT ADDRESS: P.O. Box 449, McIntosh, NM 87032

ISO CLASSIFICATION: 6

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 2

Station #2

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$117,168. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 70,391.00 TRAINING, COMMUNICATIONS, EQUIPMENT, SAFETY

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 75,391.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

Name: _____ Email: _____ Phone: _____
1. Mike Trommell MTRommell@torrancecountyfire.com 505-575-749-2499
2. _____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

/S _____

Printed Name

LESTER GARY

Signature of Commission Chair or Authorized Local Government Designee

/S Lester Gary

Printed Name

Signature of County Fire Chief / Fire Marshal or District Chief

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CNYTHIA B. HALL, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES, CHAIR



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Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

Room 413
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(505) 476-0174
Fax : (505) 476-0100

CHIEF OF STAFF

Ernest D. Archuleta, P. E.

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2018 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2019 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2018.**

FIRE DEPARTMENT Willard COUNTY: **Torrance**

FIRE DEPARTMENT ADDRESS: P.O. Box 449, McIntosh, NM 87032

ISO CLASSIFICATION: 7

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 1

Same As Above

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

The projected minimum amount for fire fund distribution, based on the above information, is \$55,501. This does not include any additional amounts that may be calculated from growth in the fund.

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2018. The request shall identify the intended purpose and exact amount of money to be carried over into the FY 2019 balance.

For the purpose of this Application, list the anticipated amount and intended purpose your department will rollover from FY'18 to FY'19. \$ 30,404.00 Equipment, Communications, Training, SAFETY

*Provide current balance of the fire department's total Fire Protection Fund account to date: \$ 32,402.00

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10-25-10 "The Fire Protection Fund."

State Law, NMSA 10-25-10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request via e-mail at vernon.muller@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
1. <u>LESTER GARY</u>	<u>lgary @ terrancecountyfire.com</u>	<u>505 507-6172</u>
2. _____	_____	_____

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this _____ day of _____ 2018.

/S _____

Printed Name

LESTER GARY

Signature of Commission Chair or Authorized Local Government Designee

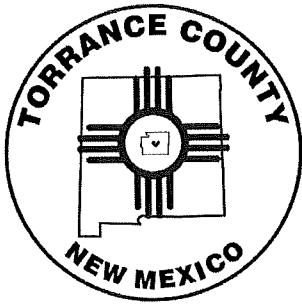
/S Lester Gary

Printed Name

Signature of County Fire Chief / Fire Marshal or District Chief



*Agenda Item
No. 13*



Torrance County

PO Box 48

205 9th Street

Estancia, NM 87016

(505) 544-4720 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

Email: torrance@torrancecountynm.org

County Commission

James "Jim" Frost

District 1

Julia DuCharme

District 2

Javier E. Sanchez

District 3

Belinda Garland

County Manager

Noah Sedillo

Chief Procurement Officer

Torrance County, Estancia, New Mexico, hereby declares and notifies of its intent to procure the following via sole source procurement:

Posting Date: March 14, 2018

Product/Service: Software support, maintenance, and upgrades electronic purchase order system, budget management system, receipting program, data migration, indexing of public information, and tax collection from Triadic Enterprises, Inc.

Description: Torrance County Administrative Offices utilize an electronic purchase order system, budget management system, receipting program and data migration, indexing of public information, and tax collection run on software developed, maintained and implemented by Triadic Enterprises, Inc.

Vendor: Triadic Enterprises, Inc.
P.O. Box 471
Deming, NM 88031

Amount/Term: \$3,944.53 (+ tax) X 60 months

Justification: The electronic purchase order system, budget management system, receipting program and data migration indexing of public information, and tax collection, software which is licensed under exclusive legal right of Triadic Enterprises, Inc. Because of such, no other vendor can offer support, maintenance and upgrades for the software/system.

Contact: Noah Sedillo, Torrance County Chief Procurement Officer, Office: 505-544-4730, Cell: 505-573-7287
njsedillo@tcnm.us

Any party wishing to protest the award of this sole source procurement shall submit such in writing to the contact above within fifteen calendar days of this posting, or no later than 5:00 pm on March 29, 2018.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
TRIADIC ENTERPRISES, INC.
AND TORRANCE COUNTY**

TIDS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2018 by and between TRIADIC ENTERPRISES, INC., a New Mexico corporation with its principal place of business at 121 West Hemlock, Deming, New Mexico (hereinafter called Triadic), and TORRANCE COUNTY, NEW MEXICO, a statutorily created county (hereinafter called County).

RECITALS:

WHEREAS, the County and Triadic have entered into professional services agreements which agreements provided for equipment, software licensing, software support, and programming services to be provided to the County by Triadic;

WHEREAS, all professional service agreements are expiring by their terms, but the County desires to continue utilizing Triadic's services;

WHEREAS, the County has determined that Triadic is the only source available to provide licensing and programming services on software provided by Triadic;

WHEREAS, the parties desire formalize the arrangement whereby Triadic will provide professional services and equipment to the County during the period provided herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

CONTRACT SERVICES

Triadic shall provide the following services and equipment:

(1) Triadic shall grant and the County shall accept upon the terms and condition hereinafter set forth non-transferable and nonexclusive licenses to use licensed software (programs), custom designed by Triadic for the functions and the tasks requested by the County. Triadic shall maintain all software produced by Triadic in accordance with State laws, statutes, rules and directives. The custom software (computer programming) provided shall be designed and structured to run on IBM iSeries/Power Server to fulfill the County's existing functions as stipulated herein. No software shall be provided by Triadic for any other systems or personal computers within the County. Agreement services shall be limited to the support of the County Clerk, County Treasurer, and County Manager. See Appendix C. Triadic will provide limited access and support to the electronic purchase order system, budget look up and printing capabilities, and the receipting program to users from the following departments: County Assessor, Animal Shelter, Emergency Management, Dispatch, DWI, Maintenance, Planning & Zoning, Road, Sheriff, and Torrance County Project Office. Triadic will provide limited support to the County Assessor for Tax Roll,

Taxes Paid in Advance, Tax Releases, and up to fifteen (15) hours for migration of data from the Colorado Software data base for tax calculation purposes.

(2) Triadic shall make changes required by State laws, statutes, rules and directives, or as deemed necessary by the County on the Triadic supplied software to better enhance their data processing ability. Requests for changes by the County shall be in writing with an explanation for the functions and tasks requested by the County, See Appendix A and Appendix B. Triadic shall not be responsible for completion of County requested changes if reasonable time is not given to complete said tasks. Triadic will handle program requests only through the individual department heads or their representatives as designated in writing.

(3) Triadic may provide enhancements to its software from time to time. Such enhancements will be delivered at Triadic's discretion in order to allow Triadic the necessary time for design development, testing, and all other associated programming functions.

(4) Triadic does not guarantee service results or represent or warrant that all errors will be corrected for any software provided herein unless such errors are reported to Triadic by the County. Triadic agrees that it will make a good faith effort to correct reported software errors in a reasonable time.

(5) The training, technical orientation and instruction on Triadic supplied software shall be provided only to the designated personnel of the County which is customarily necessary and incidental in the trade to the implementation of the agreement services specified in this agreement. Triadic shall not be obligated to train new personnel not participating in the initial training period except, in the event that an entire office is replaced, Triadic will train the replacement personnel. All training shall be done at the designated office(s) of the County by qualified personnel of Triadic.

(6) All of the migration of County data, user profiles, device configurations, security, and Triadic software from existing Triadic supplied server to any new Triadic supplied server.

(7) All of the computer time necessary for utilization of the software provided under this agreement and necessary to complete the requirements of the County as set forth in this contract.

(8) The installation and maintenance of the following equipment and software owned or licensed by Triadic from a third party in the designated offices of the County:

- 1 - IBM iSeries/Power Server (Server)
- 1 - UPS for the Server
- IBM VPN
- IBM Hardware Service
- System software for Server including Client Access, Websphere, Query, and SQL
- IBM Software Support Service
- 30 - Jwalk GUI Licenses
- Jwalk Support Services
- Forms software for Laser Checks
- Forms software for Laser Forms, specifically Purchase Orders, Requisitions.
- Real Visions Imaging (RVI) software
- RVI Support Service

CHARGES

The monthly fees payable by the County for the basic services and equipment recited in this agreement shall be Two Thousand Forty-four Dollars and Fifty-three Cents (\$2,044.53) plus applicable gross receipts tax for all equipment and third party software and support listed in paragraph (8) above and One Thousand Nine Hundred Dollars (\$1,900.00) plus applicable gross receipts tax for Triadic support listed in paragraphs (1) through (6) above for a total of Three Thousand Nine Hundred and Forty-four Dollars and Fifty-three Cents (\$3,944.53) plus applicable gross receipts tax. The first monthly payment shall be payable within thirty (30) days of the effective date of this agreement as specified hereafter. Monthly charges thereafter will be invoiced in advance and will be payable on or before the 25th day of each month during which this agreement is in effect. Late payment will be subject to late fees.

The basic monthly fee stipulated above is based on the County providing a VPN tunnel into the Server for remote software support. Failure to provide said VPN tunnel shall result in the increase in the basic monthly fee of Three Hundred and Fifty Dollars (\$350.00) plus applicable gross receipts tax.

In the event that the County discontinues use of the programs or equipment, at any time, Triadic will not be obligated to refund any of the above specified charges to the County.

No additional charges shall be assessed or paid hereunder with the exception of charges resulting from the providing by Triadic to County of extraordinary services, products, or equipment which fall beyond the scope of this agreement. Such "extraordinary" items shall be provided only where specifically requested by County and where terms such as price, delivery, and date of implementation have been reduced to writing and agreed upon by both parties. Such services include, but are not limited to, special meetings on the County's behalf; fixing problems with equipment and software which are not part of this lease; replacing or redoing cabling, configurations, PC functions and configurations, attaching equipment to the system, and service required by IBM which is caused by willful intent of non-Triadic employees.

Extraordinary charges may be assessed without prior written confirmation if Triadic is called to resolve a problem which upon determination is caused by hardware, hardware configuration, or software not provided by Triadic. Extraordinary charges may be assessed without prior written confirmation if Triadic is called to resolve a problem which is a result of changes to Triadic software performed by non-Triadic personnel. Extraordinary services except IBM services due to willful intent will be authorized by the County before being provided. Prices for extraordinary services are based on:

Programming Fees	\$150.00/hour
Network Support	\$100.00/hour
Training: On-site (one on one)	\$800.00/day in 1/2 day increments plus travel and per diem
Training: At Triadic's office	\$800.00/per day limited to 6 people per class
Computer Time	\$100.00/hour
Mileage by automobile	Standard mileage rate in effect as published by the Internal Revenue Service.
Travel by other means	Actual Cost
Travel time (in addition to mileage above)	\$35.00/hour
Per diem	\$150.00/per day

Special items

Actual Cost (copies of invoices will
be provided to the County.)

No charges shall be made for "minor" modifications in the contemplated system as may reasonably be required by the County or that may have been foreseeable in the ordinary course of business and operations. Extraordinary charges can be charged for required modifications which the County does not give adequate notice and time to Triadic and results in Triadic's personnel working after hours and/or weekends to fulfill.

USE OF SOFTWARE AND OPTIONAL MATERIAL

Each software license granted under this agreement authorizes the County to use the licensed software in machine readable form on the single Triadic provided Server. Any optional material license granted under this agreement authorizes County to use the optional material in machine readable form on the designated Server as long as this contract is in effect. If the licensed software and/or optional material, in machine readable form, will be used on more than one Server, an additional license will be required for each Server, provided, however, that if the designated Server is inoperative due to malfunction, any license granted under this agreement for such Server shall be temporarily extended to authorize County to use the licensed software and/or material, in machine readable form on any other Server until the designated Server is returned to operation.

For purposes of this agreement, use is defined as "copying any portion of the licensed software and/or optional materials, instructions or data from storage units or media into the Server for processing". Licenses granted under this agreement authorize the County to utilize licensed software and/or optional materials in printed form, in support of the use of such licensed programs and/or optional materials in machine readable form.

PERMISSION TO COPY OR MODIFY LICENSED SOFTWARE

The County shall not copy, in whole or in part, any licensed software or optional materials which are provided by Triadic in any form under this agreement. All licensed software and/or optional materials provided by Triadic, in whole or in part which are made hereunder are the property of Triadic and shall be returned to Triadic upon termination of this agreement.

County shall take reasonable security and administrative measures for protection of the licensed software, optional material and the like belonging to Triadic while in its possession, but shall not be liable in any manner for an unauthorized disclosure of Triadic censored software and optional materials if said disclosure is not the result of negligence or willful intent on the part of the County, its agents, or employees.

County may make changes to any licensed program and utilize any supporting documentation for their own purposes. Any time, travel, or other resources provided by Triadic to correct any errors created by the County shall be considered to be extraordinary services.

CONTROL AND SUPERVISION

County tasks on which Triadic personnel may or may not assist shall remain under the supervision, management, and control of the County.

PERSONNEL

In recognition of the fact that Triadic's personnel provided to the County under this agreement may perform similar services from time to time for others, this agreement shall not prevent Triadic from performing such similar services or restrict Triadic from using the personnel provided to the County under this agreement. Triadic reserves the sole right to determine the assignment of its employees.

COUNTY RESPONSIBILITIES

The County shall be exclusively responsible for the supervision, management, and control of its use of the licensed software and/or optional materials, including but not limited to:

- (a) audit controls, operating methods and actual operation of computer hardware;
- (b) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction;
- (c) providing sufficient and proper electrical outlets with proper voltage and amperage for each supplied device;
- (d) providing any required ventilation and/or air conditioning required for the operations of any supplied device;
- (e) providing adequate work space for each supplied device and for Triadic personnel to fulfill its required services;
- (f) The County is responsible for maintaining regular nightly backups of the Server and storing them off-site.
- (g) The County agrees that it will take reasonable measures for protection of licensed software and optional materials provided by Triadic while in its possession, including the copying, modification protection, and security of licensed software and optional materials.
- (h) The County is responsible for providing Triadic with a remote access VPN tunnel into the server to be used for support of the County by Triadic's personnel.

PROTECTION AND SECURITY

With respect to financial, statistical, and personnel data relating to the County's operation which is confidential, is clearly so designated, and which is submitted to Triadic by the County in order to carry out this agreement, Triadic will ensure by appropriate measures that such information is kept confidential by using the same reasonable care and discretion that they use with similar data which is designated as confidential. However, Triadic shall not be required to keep confidential any data which is publicly available, is independently developed by Triadic outside the scope of this agreement, or is rightfully obtained from third parties not associated with the County or its

employees. In addition, Triadic shall not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to it or developed during the course of this agreement by its personnel or jointly by its and the County's personnel.

The County agrees not to provide or otherwise make available any of the licensed software or optional material, including but not limited to flow charts, logic diagrams, and source code, in any form to any other person without prior written consent from Triadic.

All processed data shall belong to the County and Triadic shall not be responsible for any errors or omissions in any input data supplied by the County. Triadic shall take reasonable security measures for protection of the data while in its possession, but shall not be liable in any manner for an unauthorized disclosure of County data if said disclosure is not a result of negligence on the part of Triadic, its agents, or employees.

All original written material including programs and programming related materials originated and prepared for the County pursuant to this agreement shall belong exclusively to Triadic. The concepts or techniques relating to data processing, developed during the course of this agreement by Triadic personnel shall belong exclusively to Triadic. Each invention, discovery, or improvement which includes concepts or techniques relating to data processing developed pursuant to this agreement shall be treated as follows: (a) if made by the County's personnel, it shall be the property of the County; (b) if made by Triadic personnel it shall be the property of Triadic; and (c) if made jointly by personnel of Triadic and the County it shall be jointly owned without accounting.

Both Triadic and the County shall take reasonable care for protection against any outside sources or computer viruses.

TERM

This agreement shall be for a term of five (5) years, commencing on ___/___/2018, subject only to County funding requirements, if any, under Section 6-6-11, et seq., NMSA 1978 which may be applicable. The effective date as stated in the first paragraph of this agreement.

TERMINATION

This agreement may be terminated by either party upon ninety (90) days written notice to the other party which shall state any alleged default by the other party to this agreement and that party shall have ninety (90) days from the date of mailing to cure any such default. In the event, that any default is not cured within the said ninety (90) days, this agreement may be terminated. If there is a dispute as to the failure of one party to substantially perform, that dispute shall be subject to arbitration as provided herein.

SUCCESSORS AND ASSIGNS

Triadic and the County each binds itself, its successors, assigns and legal representatives to the other party to this agreement, and to the successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither Triadic nor the County shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

ARBITRATION

All claims, disputes, and other matters in question between the parties to this agreement, arising out of, or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Uniform Arbitration Act of the State of New Mexico except the parties agree that the arbitration panel shall consist of three arbitrators with each party selecting one person who in turn select the third person. No arbitration, arising out of, or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this agreement except by written consent containing a specific reference to this agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement. The demand shall be made within thirty (30) days after the claim, dispute or other matter in question has arisen. The notice shall be delivered to the principal place of business of the adverse party as herein provided. Actual arbitration of the dispute shall take place within thirty (30) days of the demand for arbitration as specified herein unless otherwise agreed by the parties. If the party requesting arbitration fails to proceed within the time limits set forth herein through no fault of the other party, then arbitration shall be deemed to have been waived, unless such failure is the result of excusable inadvertence or neglect.

The award rendered by the arbitrators shall be subject to the provisions of the Uniform Arbitration Act adopted by the State of New Mexico.

EFFECT OF AGREEMENT

It is agreed that Triadic is an independent contractor, acting on its own and is not an employee of the County. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint ventures or members of any joint enterprise.

EXTENT OF AGREEMENT

This agreement represents the entire and integrated agreement between Triadic and County and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both parties.

GOVERNING LAW

Unless otherwise specified this agreement shall be governed by the law of the State of New Mexico.

REPRESENTATIONS OF PARTIES

1. Triadic makes the following representations and warranties:

(a) Triadic is a corporation duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

(b) Triadic has the legal power and right to enter into this agreement; and the signature hereon of Leandra Stewart, as President of Triadic Enterprises, Inc., constitutes an agreement of shareholders without a meeting pursuant to Section 53-18-8 of the New Mexico Statutes Annotated.

2. County makes the following representations and warranties:

(a) County is duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

(b) County has the legal power and right to enter into this agreement; and the signature hereon of the County Manager as representative of the of Torrance County Commission constitutes that this agreement has been authorized by affirmative resolution of the Board of County Commissioners of Torrance County, New Mexico meeting in regular session in accordance with the laws of the State of New Mexico.

LIMITATION OF LIABILITY AND REMEDIES

County agrees that Triadic's liability hereunder for legal damages, regardless of the form of action, and including arbitration award as the case may be, shall not exceed twenty-five percent (25%) of all agreement charges paid hereunder and shall be in the nature of liquidated damages.

This shall be County's exclusive remedy. If arbitration is waived, no action regardless of form, arising out of the services under this agreement may be brought by either party more than one (1) year after the cause of action has accrued.

WARRANTY

Triadic warrants only that programming services provided hereunder will conform and accomplish the functions for which they are designed, and warrants their merchantability and fitness for a particular purpose.

In no event will Triadic be liable for consequential damages even if Triadic has been advised of the possibility of such damages.

The County acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement.

PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SEVERABILITY

If any provision included in this Agreement proves to be invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions.

ARTICLE XI BRIBES, GRATUITIES, AND KICKBACKS PROHIBITED

Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

TRIADIC
Triadic Enterprises, Inc.

COUNTY
County of Torrance, New Mexico

By: _____
Leandra Stewart, President

By: _____
County Manager

Attest: _____
Secretary

Attest: _____
County Clerk

APPENDIX A

Programming Requests

Programming requests can take anywhere from two days to several months to complete, since some requests require the redesign of the data file structures. Therefore we ask the following:

all requests:

- must be in writing, detailed as to the nature of the requests.
- must be dated.
- must be signed by the designated representative.
- must include samples of any printouts or a detailed layout of desired items, if available to the requesting party.
- must be assigned a priority of 1 to 10 with 1 being the highest.
- must have a desired delivery date.
- must go through the designated representative.

Any requests not complying with the above will be rejected. All requests with the same priority will be processed on a first-in, first-out basis. We will return a copy of the request with a possible delivery date if the request cannot be filled by the desired delivery date. If the request cannot be fulfilled at all or it is deemed an inappropriate computer function, a copy of the request will be returned to the requestor with the reasons for non-completion.

Any differences or problems in establishing reasonable delivery will be resolved between the designated representative, Triadic, and if necessary, a representative from IBM.

Request must be mailed to Triadic at P.O. Box 471, Deming, NM, 88031, faxed to (575) 546-8330, emailed to tei@triadicnet.com, or delivered in person to a member of Triadic's staff.

REQUEST OR PROBLEM FORM

DATE _____

EXISTING PROBLEM OR MENU OPTION

PERSON REQUESTING _____

REQUESTED COMPLETION DATE _____

AUTHORIZATION _____

DESCRIBE REQUEST (OR PROBLEM) IN DETAIL: _____

IF POSSIBLE GIVE AN EXACT EXAMPLE OR ATTACH COPY OR LAYOUT:

WAS THERE AN ERROR MESSAGE FROM THE COMPUTER WHILE RUNNING THE PROGRAM? _____ IF SO, PLEASE WRITE THE MESSAGE AND THE OPTIONS HERE:

DATE COMPLETED: _____

TRIADIC SIGNATURE: _____

APPENDIX C

CLERK'S FUNCTIONS

Reception entries	entry into the reception book which will automatically book and page, it will print a receipt, and allows the information to be retrieved by the indexing functions.
Reception books	print temporary and permanent books for the reception entries.
Create indexing entries	retrieval of reception information reduces keying, allows from multiple grantor, grantee, and description.
Update indexing entries	allows for an indexing entry to be updated or deleted, may affect one or all descriptions, grantors, and descriptions.
Indexing retrieval	search indexing records by grantor or grantee name for one or several years.
Print indexing	print temporary or permanent index listings with master indexes, print one or several years
Daily maintenance	print daily maintenance of reception and indexing entries for checking.
Minute entry	create, modify, and delete county commission minutes.
Daily maintenance	print daily listing of commissioner minutes which have had changes.
Minute index	print commissioner minute index as either temporary or permanent.
Minute retrieval	retrieval of commissioner minutes by keyword or by meeting date.
Financing Statements	create, modify, and delete financing statements.
Daily maintenance	print daily listing of financing minutes which have had changes.
Financing Statements	print financing statement index as either temporary or permanent.
Financing Statements	retrieval of financing statements by retrieval name or instrument number.
Marriage entry	create, modify, and delete marriage license records.
Daily maintenance	print daily listing of the marriage license records which had changes.

Marriage index	print marriage license indexes by bride and groom, either temporary or permanent.
Marriage retrieval	retrieval of marriage information by either groom or bride name.
Plat entry	create, modify, and delete plat records.
Daily maintenance	print daily listing of the plat records which had changes.
Plat index	print plat indexes by map, subdivision, tract, owner.
Plat retrieval	retrieval of plat information by map, tract, subdivision, owner.
Discharge maintenance	create, modify, and delete discharge entries.
Daily maintenance	print daily listing of discharges which have had changes.
Discharge index	print permanent or temporary index discharge index.
Discharge retrieval	retrieval of discharges by name.
Clerk receipts	enter, modify, or void receipts and print both customer and office copy.
Receipt summary	display daily, monthly, and yearly summary of Clerk's receipts.
Receipt listing	daily detail list of receipts with daily, monthly, and yearly totals.
Integration of books	reception and all indexing are integrated for ease of use and to eliminate duplicate entries.
Update Business Licenses	allows for business name and address plus owner or contact name and address
Business License retrieval	retrieval by either business name or owner/contact name
Print Business License list	by name or by license number
Business License labels	by business name or owner/contact
Business notices	integration of word processing for a user defined letter or notice and the Business license file.

MANAGER'S FUNCTIONS

Payroll may pay out of up to unlimited departments. Payroll automatically generates matching checks/warrants for unlimited deductions with matching (such as: PERA, FICA, Medicare, Insurance). Checks/warrants and purchase orders may be multi-fund.

The record keeping for the finance office is done by calendar year for payroll and fiscal year for budget. Payroll calculations are done in advance and entries for the pay period need only be for those employees with changes.

Integrated systems

- a) The General ledger and Budget are integrated.
- b) The invoice, purchase order and encumbrance processing from accounts payable are integrated.
- c) The payroll is integrated with the general ledger and budget.
- d) Personnel is integrated with payroll to eliminate duplicate information.

Automatic update of general ledger

The Treasurer's system, accounts payable and payroll are integrated and automatically update to the general ledger.

Multiple funds

The system is set up to handle multiple funds.

Journal entries

The system is set up to do automated and manual journal entries.

Error checking

Error checking is provided throughout all applications.

Year-end close

The system allows for payroll to close at the calendar year and the books to do a fiscal year end close.

Integrated Monthly Bank Reconciliation

The finance system includes an integrated bank reconciliation.

Financial statements

All reports and audit tracking have been approved by the State of New Mexico, Department of Finance and the New Mexico State Auditor's office.

All entries are double entry with the exception of budget adjustments. All posting including budget adjustments are placed in a history file which shows the detail by line item and does not disappear at month end. Posting may be done to prior months if desired.

Inquiry of budget status

The system allows for up-to-date inquiry of budget status by department heads.

Preliminary financial statements

Any and all financial reports may be run at any time without a "closing", including re-running reports for other accounting periods in the fiscal year.

Ability to flag overextended appropriations

Warnings are automatically generated for amounts which over extend any or all line items at the entry of the PO's, invoices, on warrants

Budget adjustments

The system allows for budget modifications throughout the year while maintaining original budget numbers for review and audit purposes, plus provides an audit trail of all such adjustments.

Project budget variances

The system allows budget reports to be run on demand and will compare to prior year's if desired.

Budget line items

Allows for the addition of new line items or the connection of the name.

Display line items

Shows total postings by month and any encumbrances, also shows detail of transactions.

Budget adjustments

Allows you to make connections such as posting to the wrong fund or making transfers.

Budget report

The system will print a budget report which also shows encumbrances, on demand.

Automatic journal entries

The payroll is totally integrated with the general ledger and automatically updated distributions.

Payroll check stubs

The system generates payroll check stubs with current and year to date payroll, deduction, and leave accruals and balances.

State and Federal Withholding

State and Federal Withholding is based on state and federal tax tables that are updates as needed. Printouts are available for the required reports.

FICA

FICA and/or Medicare tax is calculated for the employee based on the rate keyed into the control record. A check/warrant for the employer's portion is automatically created when the payroll is written. Printouts are available for the required reports.

Employee deductions

The system allows unlimited deductions per employee. Any or all of which may have matching portions for which checks are automatically generated.

W2's

The system generates the W2's at the end of the calendar year.

Automatic calculation of accruals

The payroll system will calculate leave accruals as needed when payroll is run.

Pay period and cumulative totals

The system will maintain pay period and cumulative totals. Payroll histories for each employee are maintained for the entire year.

Entry of "time sheet" information

The payroll system allows for temporary modification on each pay date to an individual's payroll record, ie. adjustment to salary due to unpaid days off, hourly employee, modifications to deductions, etc.

Retirement, tax deferred

Retirement deductions can be tax deferred if so desired. Retirement deductions will not be calculated on overtime pay, and percentages may differ between regular and enforcement personnel.

Retirement, not tax deferred

Taxable retirement deductions can be made with employee/employer contributions, and the deduction will not be calculated on over time.

Deferred compensation

The system allows for deferred compensation.

Direct deposit

The system will allow for direct deposit.

Magnetic Media repolling for Social Security Administration

The system allows for magnetic media reporting to the Social Security Administration.

Automatic generation of checks/warrants for deductions and withholdings

The system automatically generates checks/warrants for deductions and withholdings after each payroll or if you so desire they will accumulate to be run at a later date. In addition all matching warrants are also generated.

Employee history

The system allows user defined codes and these may be used for tracking viable information on employees. There is also available, additional descriptions that may be keyed on each entry.

Permanent payroll changes

The system allows the user to create or delete employees, flag as inactive, change name, address, dependents, etc.

Current payroll overrides

The system allows the user to change current payroll information for one time changes like overtime.

Payroll register

The payroll register lists all employee which are to be paid by fund and department.

Payroll checks

The system also stores checks for taxes, FICA, insurance, and PERA, all deductions, and all matching amounts..

Payroll reversals

The system allows the user to reverse a payroll check and posting.

Automatic generate journal entries

The accounts payable system is integrated with the general ledger to automatically post.

Encumbrances

The system handles encumbrances.

Multiple invoices

Checks can be written for multiple invoices and/or purchase orders.

Multiple expense accounts

Purchase orders can be created with multiple expense accounts.

Checks/warrants

Check/warrants can be generated from invoices or individually keyed

Check/warrant registers

Check/warrant registers are generated each time checks are written.

Automatic invoice creation from retrieved purchase orders

Invoices, purchase orders and checks/warrants are all interactive.

Change or invalidation of invoices pending payment

Items in accounts payable may be cancelled, any or all; or they may be reversed.

Purchase orders

The system allows the user to enter, modify, void , and print the purchase orders, encumber the budget.

Vendor maintenance

The system allows the user to add, delete, and modify vendors. Vendors may be classified by commodity types.

Display vendors

The system allows for display of vendors alphabetically and numerically, also may display history.
NOTE: Multi-year vendor history is maintained.

Vendor 1099's

The system produces 1099's from vendor history, optional magnetic reporting available

Commodity maintenance

The system allows for brief description of commodity and breakdown by sub-codes and their use with vendors.

Check/warrant entry

The system allows the user to have different line items and/or funds, references to purchase orders will retrieve the PO's information to the check/warrant.

Print checks

The system allows the user to post the budget and places the check in an outstanding check file.

Void checks

The user may void a check and the entry will be reflected on the budget.

User entry of purchase order requisitions

User's can enter purchase order requisitions.

One-time payment without generating a vendor record

The system allows payments to be made to a one-time vendor using a miscellaneous vendor number.

Creation of vendor records from invoicing application

If a vendor does not exist, vendors can be easily created from the invoices, P.O., or warrant/check applications.

Multiple shipments for individual purchase orders

The system can optionally allow for partial liquidation of purchase orders, to accommodate partial and multiple shipments of merchandise. The outstanding balances and encumbrances remain until the purchase order is totally liquidated.

On-line validation of available budget at time of purchase order or invoice entry

warnings are automatically given for any amount(s) that will over extend any or all line items at the entry of the PO's, invoices, on checks/warrants

Integrated accounts receivable

Miscellaneous receivables are available for various billing functions including multiple charge codes, billing receipts, aged trial balance, and year-to-date activities.

INVENTORY FUNCTIONS

Inventory maintenance

Create, modify, and delete inventory items and allow transactions to the inventory item.

Inventory check list

Print list of the inventory by department or by inventory number, location, or fund; with selections by department, inventory group (types), funds, and whether or not it is a state required item (based on values) or not; or it will print both.

Inventory reporting

Prints inventory by department and show inventory as the beginning of the fiscal year, all additions, and all deletions with year-end totals.

TREASURER FUNCTIONS.

The system allows an unlimited number of payments on taxes. It automatically calculates interest and penalty which may be adjusted by a few cents in order to prohibit returning small amounts of overpayments or leaving taxes outstanding for the lack of a couple of cents worth of interest. Over payment of taxes may be refunded or (in case of small amounts or returned refund checks) can be applied against next years taxes and will show on the tax bill. On-line summaries of taxes collected by terminal, employee, tax year, etc. can be displayed showing tax breakdowns and district with totals. Taxpayer's multiple tax bills may be paid on-line with one entry. Payment of taxes automatically pays any delinquent taxes first. Triadic works closely with Property Tax.

The programming for the Treasurer's office is designed to keep track of current taxes and up to nine years of unpaid delinquent taxes. Tax payments apply to the oldest taxes first. There are no preprinted receipts. The programs automatically calculate any interest and penalty due. Receipts are stored and printed as the work is done. From receipting the taxes, automatically generated are the reports for the daily tax cash, tax schedule posting report and posting labels, a daily summary by terminal, a monthly summary by tax year, a report of delinquent taxes collected, and post the general ledger.

All appropriate Treasurer's items such as tax collection, distribution, miscellaneous receipts, roll changes, investment warrants received, etc. automatically update the general ledger.

- | | |
|--------------------------|--|
| Receive tax payments | -since no receipts are preprinted, no copies are wasted if the taxpayer is paying in full; if the taxpayer pays more than two payments, there is no hand typing of receipts; since the computer figures all late fees, the number of errors are minimized along with a time savings; allows for the receipts to be reprinted if desired. |
| Payments to Tax Roll | -the system allows for immediate posting to the tax rolls when payments are made. Payments also allow for automatic daily tax cash, release of liens, delinquent tax payment reporting (to the state), and month end distribution. |
| Finance company payments | -on-line payment of taxes from financial institutions, may review tax payment before posting and make individual changes. Payments may also be validated or by external validation equipment |
| Void tax receipt | -void may be flagged with the reason for voiding such as: account closed, insufficient funds, posted in error, incorrect assessment, etc. |
| Tax receipt summary | -display summaries of tax receipts by tax year, total for the month, total for the day, or total by day for one terminal to check against the daily collections. |

Additions and deletions	-allows for the additions, deletions, and modifications of information on the tax schedule (roll), may affect name, description, values, taxes, or district for any of the tax years on the computer.
Taxes paid in advance	-allow payment of taxes in advance; prints a receipt; and the tax rates, date, and amount will automatically show on the tax schedule.
Tax schedule	-shows taxes paid in advance, regular taxes, centrally assessed taxes, and tax exempt property.
Tax bills	-allows to be printed by zip code to take advantage of presort discounts.
Delinquent tax report	-annual report of outstanding taxes which are delinquent and as required should be listed with the state.
Auditor's delinquent list	-report to show all outstanding taxes and should be run on June 30th.
Delinquent notice	-print delinquent tax notices and all applicable late fees.
Tax distribution	-calculate and print tax distribution and post the general ledger.
Delinquent collection list	-show which delinquent taxes (those that have been listed to the State) have had activity (payments /voids) during the month.
General Ledger	-all appropriate Treasurer items, such as, tax collection, distribution of miscellaneous receipts, roll changes investment warrants received, etc automatically update the General Ledger.
Cash receipt	-allows for cash receipts and registers. Cash receipt for taxes and miscellaneous receipts will automatically print at receipt (if desired) and will give amount of charge. A cash register may be integrated.
Miscellaneous receipts	-receive and print miscellaneous or direct receipts, money received from the Clerk's office is transmitted to the Treasurer upon request by both offices.
Co1Tections to cash receipts	-multiple payments are allowed for each taxpayer, adjustments, corrections, and voids are easily handled with complete audit trails and adjustments.
Audit trail	-has a complete audit trail of all payment transactions and adjustments. Each payment, void, co1Tection is kept in a history file and may be retained as long as the Treasurer (and system storage) desires; at least one year is required.

- General Journal entries -journal entries to the Treasurer's books, may be reviewed before posting to the actual files.
- Checks received -receive checks after clearing the bank, allows for review and checking against a total before posting.
- Finance company list -print a list of taxpayers by finance company, can be used for checking a lending institution or can be used to send to the institution for their records on payment of taxes without using the cumbersome and bulky tax bills.
- Check register -print outstanding checks or print checks received for the month.
- Investment tracking -show investment by fund and also by financial institution.
- Treasurer's Financial report -allows the creation and printing of individual counties reports. Selections may be made on combinations of budget, last quarter balance, months within the quarter, month to date/year to date disbursements/receipts, transfers, accrued accounts payable/receivable, encumbrances, show percentage of budget, and calculate unexpended balances.
- Investment tracking system -allows for automatic posting of interest prorated by fund invested upon redemption and optional miscellaneous receipt to be printed. At redemption investment may either be cashed or reinvested. Investments may be retrieved by bank, by certificate number, by maturity date, and by fund. All investment transactions are automatically posted to the general ledger.





*Agenda Item
No. 14*



Wayne A. Johnson
State Auditor

C. Jack Emmons, CPA, CFE
Deputy State Auditor

State of New Mexico
Office of the State Auditor

April 17, 2018

Noah Sedillo
Torrance County
njsedillo@tcnm.us

Dear Noah Sedillo,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and NMAC 2.2.2.8, the Office of the State Auditor hereby approves the request and contract for Hinkle + Landers, PC (the "IPA") to conduct the Fiscal Year 2018 annual audit or agreed-upon procedures engagement for Torrance County (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract generated through the Office of the State Auditor's OSA-Connect system, with no changes. Any changes to the contract must be approved in writing by the State Auditor.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect system.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the Department of Finance and Administration Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect system.

When the contract has been fully executed, please email a PDF copy to reports@osa.state.nm.us, as required by NMAC 2.2.2.8(G)(6). If you have any questions, please contact the Office of the State Auditor at (505) 476-3800. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "C. Jack Emmons".

C. Jack Emmons, CPA, CFE
Deputy State Auditor

STATE OF NEW MEXICO AUDIT CONTRACT

Torrance County

hereinafter referred to as the "Agency," and

Hinkle + Landers, PC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2018** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).

2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:
1. an organized, bound and paginated hard copy of the Agency's audit report for review;
 2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
 3. a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.
- D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **10** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$44,267.00** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.

C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$25,675.00
(2) Federal single audit	\$0.00
(3) Financial statement preparation	\$15,375.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = **\$3,217.00**

Total Compensation = **\$44,267.00** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and 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 Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

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

21. EQUAL OPPORTUNITY COMPLIANCE

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

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Farley Vener. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

Torrance County

CONTRACTOR

Hinkle + Landers, PC

PRINTED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

PRINTED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____



*Agenda Item
No. 15*



TORRANCE COUNTY
RESOLUTION # 2018-21
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 25th day of April 2018.

TORRANCE COUNTY COMMISSION

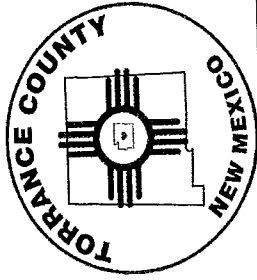
James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3

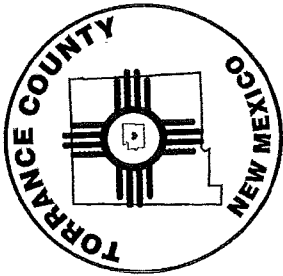


Torrance County

Resolution 2018-_____

Line Item Transfer Schedule A

Funding Source:		Transfer From:		Transfer To:		Total
Department	Source	Line Item	Description	Line Item	Description	Amount
Animal Serv	general	401 82 2 266	training	401 82 2 219	office supplies	\$ 770.00
Dist. 2 VFD	fire allotment	406 91 2 202	vehicle fuel	406 91 2 248	safety equipment	\$ 8,000.00
Dist. 2 VFD	fire allotment	406 91 2 236	uniforms	406 91 2 205	mileage/per diem	\$ 160.00
Dist. 2 VFD	fire allotment	406 91 2 202	vehicle maint./repair	406 91 2 209	heating/gas/propane	\$ 2,000.00
Dist. 3 VFD	fire allotment	408 91 2 248	safety equipment	408 91 2 272	professional svcs	\$ 3,000.00
Dist. 3 VFD	fire allotment	408 91 2 248	safety equipment	408 91 2 272	professional svcs	\$ 2,000.00
Dist. 3 VFD	fire allotment	408 91 2 248	safety equipment	408 91 2 215	Bldg Maint/Repair	\$ 2,000.00
Finance	general	401 55 2 219	office supplies	401 55 2 205	mileage/per diem	\$ 300.00
Finance	general	401 55 2 219	office supplies	401 55 2 207	telecommunications	\$ 500.00
Finance	general	401 55 2 102	full time salaries	401 65 2 272	professional svcs	\$ 1,000.00
Road	Road	402 60 2 201	vehicle maint./repair	402 61 2 221	printing/publishing	\$ 250.00
Road	Road	402 60 2 201	vehicle maint./repair	402 61 2 250	shop supplies	\$ 2,000.00
Fair Board	County Fair	412 53 2 249	animal sales	412 53 2 246	buckles	\$ 5,000.00
Fair Board	County Fair	412 53 2 238	ground maint/improv	412 53 2 221	buckles	\$ 3,000.00
Fair Board	County Fair	412 53 2 249	animal sales	412 53 2 221	printing/publishing	\$ 2,000.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 103	part time salaries	\$ 2,250.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	603 30 2 63	PERA Matching	\$ 570.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 64	FICA Matching	\$ 415.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 65	Health Ins. Matching	\$ 1,570.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 67	RHC Matching	\$ 115.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 272	professional svcs	\$ 35.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 201	Vehicle Maint/Repair	\$ 900.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	609 30 2 219	office supplies	\$ 1,500.00
Treasurer	Treasurer's fee	609 30 2 617	CO/Equipment	685 8 2 202	vehicle fuel	\$ 350.00
P & Z	Court Fee's	685 8 2 222	field supplies	685 8 2 202	vehicle fuel	\$ 258.00
P & Z	Court Fee's	685 8 2 219	office supplies	685 8 2 202	vehicle fuel	\$ 258.00
Manager	Capital Outlay	621 96 2 611	buildings & improvement	621 96 2 613	Rd conts/reconstruct	\$ 200,000.00
Sheriff	general	401 50 2 269	membership dues	401 50 2 231	weapons/ammo	\$ 580.00
TOTAL						\$ 240,523.00



TORRANCE COUNTY

Line Item Transfer Form

Treasurer _____

Requesting Department: _____

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
609-30-2617	CO/Equipment	609-30-2103	Part Time Salaries	\$ 2,250.00
609-30-2617	CO/Equipment	609-30-2063	PERA Matching	\$ 570.00
609-30-2617	CO/Equipment	609-30-2064	FICA Matching	\$ 415.00
609-30-2617	CO/Equipment	609-30-2065	Health Ins. Matching	\$ 1,570.00
609-30-2617	CO/Equipment	609-30-2067	RHC Matching	\$ 115.00
609-30-2617	CO/Equipment	609-30-2272	Professional Services	\$ 35.00
609-30-2617	CO/Equipment	609-30-2201	Vehicle Maint/Repair	\$ 900.00
609-30-2617	CO/Equipment	609-30-2219	Office Supplies	\$ 1,500.00
Reason for Transfer:				
Transferring money to cover operating costs.				

Date 4-18-18

Signature *Mary Seabell*



*Agenda Item
No. 16*



TORRANCE COUNTY
RESOLUTION # 2018- 22
Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, April 25th 2018 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 25th day of April 2018.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk
DFA Approval

Javier E. Sanchez, District 3



*Agenda Item
No. 17*



TORRANCE COUNTY
RESOLUTION # 2018- 23

Cash Transfers & Line Item Transfers Between Funds

WHEREAS, the Torrance County Commission in regular session on Wednesday, April 25th 2018 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:	641(Wind Pilt) to 605 (DWI Grant)	\$36,000
	641(Wind Pilt) to 628 (Raid Grant)	\$15,000
	641(Wind Pilt) to 629 (HV Grant)	\$55,000
	641(Wind Pilt) to 635 (JV Grant)	\$60,000
	641(Wind Pilt) to 690 (DV Grant)	\$10,000
	641(Wind Pilt) to 802 (JLEO Grant)	\$15,000
	641(Wind Pilt) to 803 (Legislative Appr)	\$33,360
	641(Wind Pilt) to 805 (Traffic Safety)	\$6,000
	641(Wind Pilt) to 808 (Forest Patrol)	\$6,000
	641(Wind Pilt) to 834 (Dog Head Fire)	\$104,401
	641(Wind Pilt) to 420 (Jail fund)	\$400,000
	401(General) to 685 (P&Z Court Fee's)	\$3,100

LINE ITEM TRANSFER: (See Schedule A)

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 25th day of April 2018.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3

DFA Approval



*Agenda Item
No. 18*

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



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

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

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

Name: Annette Ortiz HV-Program
First Last Department / Company / Organization Name

Today's Date: 4/19/18 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 544-4757 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: aortiz@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:
Approval on Grant Amendment #7 - EFF CYFD +
Torrance County Home Visiting Agreement # 15-690-20890-1

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 Grants Committee

Grant Review Summary

Department & Project Manager: Home Visiting Grant - Annette Ortiz Date: 04/19/18

Type of Grant: Reimbursable Match Other:

Table with grant details: Name of Grant (Home Visiting), Grant/Agreement Number (18-690-20890-1), Grantor (Children, Youth & Families Dept.), Grant Term (06/30/2021), Grant Funding (\$411,182 - total for 4 years), Administration Fee (N/A), Report Requirements (Standard monthly reports required), Matching (N/A), Project Description (Amendment changes the scope of work, limitaiton of cost, and decreases the budget from \$111,000 to \$78,182 for FY18), Legal Requirements (Same as original contract), Committee Concerns (None).

Recommend: [X] Approve [] Approve with conditions: [] Do Not Approve

Grants Committee:

County Manager

Tracy Sedillo County Treasurer

[Signature]

Purchasing Director

Amanda Tompkins Finance Director

STATE OF NEW MEXICO

**CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER ONE**

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

PURPOSE OF AMENDMENT

1. **Amend Article II "Scope of Work"** to reference the newly revised Attachment 1 – Scope of Work.
2. **Amend Attachment 1 – Scope of Work** specifically to add paragraph #4 in section "Additional Requirements" to reflect a reduction of year-to-date unspent Home Visiting funds for FY18.
3. **Amend Article III "Limitation of Cost"** to decrease the total amount of the monies payable to the Contractor by a reduction of thirty-two thousand, eight hundred eighteen dollars and zero cents (\$32,818.00) for FY 18 for a new contractual total of **four hundred eleven thousand, one hundred eighty-two dollars and zero cents (\$411,182.00)**.
4. **Amend Attachment 2 – Budget** to reflect reduction in funding for FY18 as a result of unspent funds from year-to-date.
5. **Amend Article IV "Payment"** to reference the newly revised Attachment 2 – Budget.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article II, Scope of Work, is hereby amended to read as follows:

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Amended Attachment 1 – Scope of Work**" dated 03/30/2018 and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **four hundred eleven thousand, one hundred eighty-two dollars and zero cents (\$411,182.00)**. The annual budget is attached hereto as "**Amended Attachment 2 – Budget**" is incorporated herein by reference.

Article IV, Payment, is hereby amended to read as follows:

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Amended Attachment 2 – Budget dated 03/30/2018**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

All other articles of this Agreement remain the same.

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

Contractor – Torrance County

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – Children, Youth and Families Department

Secretary or Designee, Agency

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, Agency

Date: _____

Amended Attachment 1 – Scope of Work, dated 03/30/2018
Torrance County
Home Visiting Program

LEVEL 1 HOME VISITING PROGRAM GOALS:

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

TARGET POPULATION:

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

OBJECTIVES:

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

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

AUTHORITIES:

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

ACTIVITIES:

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

Service Capacity and Service Area:

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

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

New Mexico Home Visiting Program Standards¹

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

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

1. Program Participation
 - a. Eligibility
 - b. Recruitment
 - c. Program Participation

¹ https://cyfd.org/docs/Home_Visiting_Level_I_and_Level_II_Program_Standards_Updated_10-2016.pdf

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

- j. Safety Assurance
- k. Continuous Quality Improvement
- l. Ongoing Program Monitoring
- m. Program Response to Findings of Non-Compliance and Program Deficiencies
- n. Special Conditions

7. Staffing and Supervision

- a. Program Staff
- b. Clinical Staff
- c. Staff Training
- d. Ongoing Professional Development
- e. Supervision Requirements
- f. Reflective Supervision
- g. Field Supervision
- h. Administrative Supervision

8. Community Engagement

- a. Collaboration
- b. Community Education
- c. Community Advisory Committees

9. Data Management

Screening Tools, Description and Frequency:

Providers must utilize the CYFD approved tools² to administer screenings designed to assess families and identify early warning signs of developmental delay in children; prenatal and postpartum depression in mothers; domestic abuse within the family; and other risk factors. Unless otherwise identified in the Home Visiting Program Standards, the current screening tools are approved by CYFD as follows:

- 1. Ages and Stages Questionnaire -3 (ASQ-3)

² The titles of the CYFD approved tools are subject to change during the contractual period. These title changes do not affect the validity or the substance of the approved tools.

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

- b. Administered at intake and annually

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

Administrative Activities and Requirements:

1. Background checks required:

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

2. Mandatory Reporting Required

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

3. Database Requirements:

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

4. Family Files:

- Maintain Family Files onsite according to HIPAA (Health Insurance Portability and Accountability Act) requirements. Ensure that the Family Files include at a minimum the following information:
 - Cover: Confidentiality Page
 - Section 1:
 1. Enrollment Information
 2. Family Plans
 3. Progress Notes
 4. Screenings, Referrals and Follow Ups
 5. Transitions and Closure
 6. Special Circumstances and Level II Services

Performance Measures:³

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

Goal 1: Babies are Born Healthy

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

³ The most up-to-date CYFD Home Visiting Program Standards govern the scope of work. In order to maintain flexibility with the ever changing developments of the home visiting system the Home Visiting Program Standards may be updated and amended. Service providers are informed about the amendments and updates through Guidance Memorandums, Ask the Manager Calls, Technical Assistance contacts, and quarterly meetings.

- h. The percentage of babies and children receiving the last well-child visit recommended for their age by the American Academy of Pediatrics⁴

3. Required Data to Report:

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

Goal 2: Children are nurtured by their Parents and Caregivers

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

Goal 3: Children are Physically and Mentally Healthy

- 1. Outcomes:
 - a. Improve prenatal, maternal, infant or child health outcomes, including preterm births

⁴ Data Development Recommendation annual report pp.18

- b. Support children's cognitive and physical development
- 2. Outcome Measurement:
 - a. Percentage of children screened on schedule for potential delay in development with a validated Developmental and Social Emotional screening tool.
 - b. Percentage of children screened as at risk of delay who are referred successfully to available services.
- 3. Required Data to Report:
 - a. Percentage of children receiving regular well-child exams, as recommended by the American Academy of Pediatrics.
 - b. Percentage of infants on schedule to be fully immunized by age 2.
 - c. Number of children identified with potential developmental delay and, of those, how many began services within two months of screening.

Goal 4: Children are Ready for School

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

Goal 5: Children and Families are Safe

- 1. Outcomes:
 - a. Improve the health of eligible families
 - b. Provide resources and supports that may help to reduce child maltreatment and injury
- 2. Outcome Measurement:
 - a. Identified as at risk of domestic violence on a validated Intimate Partner Violence screening tool.

- b. Identified as at risk of domestic violence who have a safety plan in place
 - c. Identified as at risk of domestic violence who are referred to and receive support services
 - d. Engaged in discussion of unintentional injury prevention
3. Required Data to Report:
- a. Decreases in child maltreatment or child abuse
 - b. Any reductions in risky parental behavior
 - c. The number of reported and substantiated cases of maltreatment experienced by children after entry into the home visiting program

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

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

Additional Requirements:

- 1. Participate in all trainings including reflective supervision phone calls, and quarterly meetings as required by the Agency.
- 2. Participate in the New Mexico Tiered Quality Rating and Improvement System (TQRIS), Home Visiting, and FOCUS in the timelines specified by the Agency.
- 3. Submit monthly invoices, by the 15th of each month, to: CYFD Program Monitor, CYFD/ECS/OCD, PO Drawer 5160, Santa Fe, New Mexico 87502-5160.
- 4. Amendment #1: CYFD is reducing the compensation under this contract for Fiscal Year 2018 as a result of unspent dollars expended year-to-date for Home Visiting services. In accordance with this contract, the Contractor is expected to maintain at least eighty percent (80%) of the contracted families engaged at all times.

PULL TOGETHER

- 1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.

Agreement No. 18-690-20890-1

RFP No. 17-690-17-14243

2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.
5. Provide referrals to community agencies, other CYFD divisions and resources, and to government services;
6. Provide follow up to referrals and document in the data system as indicated in the New Mexico Home Visiting Program Standards;
7. Collaborate with community programs such as hospitals, the WIC program, teen parent programs, obstetricians and gynecologists, primary care physicians, and other entities to develop a network and referral process;
8. Home Visiting program must document the provision of quarterly community presentations each year. Home Visiting program must document participation in community education and development activities to promote the Home Visiting Program and participate in local early childhood community groups (councils, task forces, etc.); and
9. Report to CYFD the referrals that could not be completed due to a lack of available services in the particular geographical area served;
10. As part of the quarterly reporting process provide a list of missing and non-accessible services in the community that have contributed to unsuccessful completion of referrals;
11. Include description of efforts being made within the community to access the needed community services; and

Specify barriers in accessing those services with recommendations for the state and the community.

Amended Attachment 2 – Budget, dated 03/30/2018
Torrance County

Home Visiting Program

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

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

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

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

FY18 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 78,182.00
FY19 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00
FY20 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00
FY21 - To Provide Level I and Level I-Plus Home Visiting Services	\$ 111,000.00

The total amount of the Contract shall not exceed **\$ 411,182.00**.

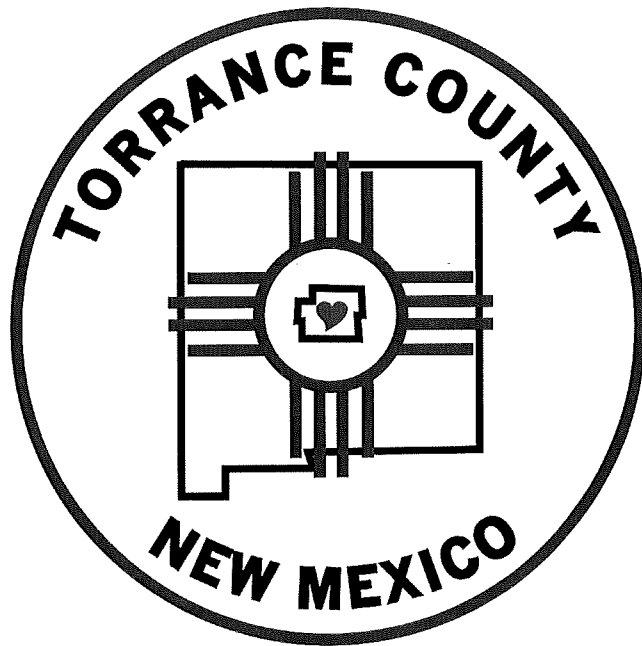
Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Funding Information:

State General Fund



*Agenda Item
No. 19*



COUNTY MANAGER UPDATE