



TORRANCE **C**OUNTY
COMMISSION MEETING
JULY 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 South 9th Street
Estancia, NM 87016

AGENDA

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

Please Silence All Electronic Devices

Call Meeting to Order
Pledge of Allegiance
Invocation

- Approval of Minutes: July 11th, 2018 Regular Meeting
Approval of Meeting Agenda
Approval of Consent Agenda:
1. *Approval of Checks*
 2. *Indigent Claim(s)*

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.

*Commission Matters:

1. Consideration to Make Legal Opinion of "Right to Work" Public Information
2. Transportation Committee
3. Ratification of Resolution 2018-36 Indigent Burial

*Public Relations:

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

* Department Requests/Reports:

5. Request Approval to Enroll in the Company Nurse Program – Kristin Oliver, HR Director
6. Ratification of USDA Forest Service Modification of Grant or Agreement – Leonard Lujan, Road Superintendent
7. Discussion and Approval to Establish Two EMT-Firefighter Position(s) – Lester Gary, Fire Chief
8. Resolution 2018-37 Adopting the Proposed 2018-2019 Fiscal Year Budget – Amanda Tenorio, Finance Director
9. Resolution 2018-38 Fourth Quarter Report for Fiscal Year 2017-2018 – Amanda Tenorio, Finance Director
10. Assessor Request for Approval of a Loan in Accordance with NMSA 7-35-3 – Betty Cabber, Assessor

*County Manager Requests/Reports:

11. FY19 Professional Services Contract Between Torrance County and Presbyterian Medical Services
12. Ratification of Location Use Agreement between Torrance County and Old Story Pictures, LLC
13. Ratification of JJAC Continuum and Compliance Monitoring Agreement between Torrance County and NM Children, Youth and Family Dept.
14. Request Approval Amendment No. 2 to Agreement No. 2016-0378-CORR/TR between Santa Fe County and Torrance County

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 Statute Section 10-15-1, the Following Matters Will be Discussed in Closed Session:

- a) Litigation related to Filippi, et al v. Torrance County, Section 10-15-1(H)(3)

*Reconvene from Executive Session:

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

- b) Consider and Act upon, if necessary Litigation related to Filippi, et al

*Adjourn



Minutes

**DRAFT COPY
TORRANCE COUNTY COMMISSION
REGULAR MEETING
JULY 11, 2018**

Present: **Julia DuCharme, Chair
Jim Frost, Member
Javier Sanchez, Member**

Others Present: **Belinda Garland, County Manager
Annette Ortiz, Deputy County Manager
Sylvia Chavez, Admin. Asst.**

Call to Order:

Madam Chair DuCharme calls the meeting to order at 9:03 am. Jason Quintana, leads the Pledge of Allegiance and Annette Ortiz gave the Invocation.

Approval of Minutes:

June 27, 2018 Regular Meeting Minutes:

Madam Chair DuCharme asks for a motion to approve the June 27th meeting minutes.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve the June 27th Regular Commission Meeting Minutes. **Commissioner Frost** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

Approval of Meeting Agenda:

Madam Chair DuCharme mentions that the Executive Session on the agenda should have the specific name or names of employees of the Managers office.

Ms. Annette Ortiz states that the legal advice their office has received states that Managers Office is specific enough. As long as the employee knows that he/she will be discussed in Executive Session.

Madam Chair DuCharme states that at the last meeting they were able to specify those employees' names from the manager's office and in previous years it has been done. Madam Chair states that she will look into this further

Ms. Ortiz mentions that she was not in attendance for the last Commission meeting and knows that in years past it was not done that way because you cannot name an employee when it comes to personnel issues. On past agenda's the only names that have been stated are those names for pending litigations.

ACTION TAKEN: Commissioner Frost makes a motion to approve the July 11, 2018 Regular Commission Meeting Agenda. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

Approval of the Consent Agenda:

Madam Chair DuCharme asks for a motion to approve the Consent Agenda. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve the Consent Agenda.

Commissioner Frost seconds the motion. No further discussion, all Commissioners 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.

Fred Sanchez, Tajique asks the Commission when they will have a decision on the Right to Work ordinance.

County Manager Garland states that the legal opinion was just given to herself and the Commission yesterday and this will be placed on the next agenda for the Commission to make their decision.

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.

***Public Hearing:**

1. The Torrance County Commission will hold a Public Hearing to Consider the Application for renewal of a Special Waste Permit to allow Special Waste Disposal, Inc. to Continue Operations at their landfill facility located within the NE4 of the NW4 of the NE4 of Section 19 & the W2 of the NW4 & the NE4 of the NW4 of Section 20 T2N R8E, NMPM being 91 Liberty Valley Road.

a) Special Waste Permit Renewal

Steve Guetschow-Planning and Zoning Coordinator, informs the Commission that this public hearing is for the annual renewal for the special waste permit for the asbestos land fill south of Mountainair. This part of the compliance that Special Waste Disposal, Inc. must go through on an annual basis to have their permit renewed with the County as well as with NMED. This has gone before the Planning and Zoning board and did receive a do pass recommendation to the Commission.

At this time since legal counsel is not here, Mr. Guetschow swears in those speaking during the public hearing process

Mr. Guetschow swears in Mr. Adrian Montano of Special Waste Disposal Inc.,

Adrian Montano thanks the Commission for the long standing relationship his company and the County has had. He looks forward to a continued working relationship with the County.

Madam Chair DuCharme asks Mr. Guetschow to go over the exhibits in the meeting packet

Mr. Guetschow explains that Exhibit 1 is: Application package including NMED Solid Waste Facility inspection report dated 3/8/2018 received April 18, 2018. Exhibit 2 is: Public Notice posted & distributed for P&Z Board meeting. Exhibit 3 is: P&Z Board minutes, Staff report photos and recommendation report to the Commission. Exhibit 4 is: Public Notice advertised, posted and distributed for the July 11, 2018 Public Hearing. Documentation hereto attached.

There was no public comment either for or against this renewal for Special Waste Disposal Inc.

ACTION TAKEN: Commissioner Frost makes a motion to approve the Application for KEERS to continue their Solid Waste Permit. **Commissioner Sanchez** seconds the motion.

Nick Sedillo, Risk Management states that he is not speaking for or against but would like to give a little bit of history of the relationship with Special Waste Disposal Inc., (a/k/a KEERS),

fees generated from this site has been what has funded the Safety Committee, this allows us to purchase safety equipment for different departments in the County. Commission votes, All in favor. **MOTION CARRIED.**

***Commission Matters:**

2. Memorandum of Understanding between Torrance County and the City of Moriarty for Use of Semi for CDL Training

County Manager Garland brings before the Commission the MOU for the City of Moriarty to utilize the County's semi-truck for CDL training. The MOU is the standard agreement, in the language of the MOU the City of Moriarty will have to insure the semi-truck when in use.

Madam Chair DuCharme asks Ms. Garland what she thinks of the MOU.

County Manager Garland states that she went over this MOU with Dennis and one of the main concerns was the insurance on the vehicle it is covered in the language of the MOU. Ms. Garland feels the importance of having public servants properly trained on these vehicles to be able to properly do their jobs and the County should be a good neighbor and help out the municipalities in any way that we can.

Commissioner Sanchez asks if there will be a cost to the County.

County Manager Garland states that the only cost would be to get the semi-truck to them.

Leonard Lujan, Road Forman mentions that the only cost will be to get the vehicle to and from Moriarty and an hour of the employee's time to get the vehicle there and back. The City will fuel the semi-truck up while they are using it. The semi-truck that will be used for this will be a spare semi-truck that the County has for emergency use. They will not use one of the new trucks the County uses on a daily basis.

County Manager Garland informs the Commission that the City of Moriarty allows the County to park their vehicles in their yard when the County is working in that area, so that saves the County a little money on fuel as well as wear and tear on the vehicles to bring them back and forth to our yard when they are working in the Northern part of the County.

Public Comment:

Commissioner Sanchez states that there should be some kind of cost with this and it would be good to know that cost.

Public Comment:

Jason Quintana states that with his experience with NMDOT an MOU is a good tool on what the equipment will be used for. There should be a check list that is signed off on before and after use of the equipment, to ensure that the equipment is received in the same shape before and after use.

Documentation hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the MOU between Torrance County and the City of Moriarty for the use of the semi-truck for CDL training. **Commissioner Sanchez** seconds the motion and states that we will give this a try and see how it goes. No further discussion, all in favor. **MOTION CARRIED.**

3. Manzano Land Grant Zoning Option Presentation-Jason Quintana, President

Jason Quintana, President would like to introduce some of the other Manzano Land Grant heirs in attendance today for the meeting: Gloria Zamora, Angela Nunez and Anna Marie Nunez.

Mr. Quintana states that the Manzano Land grant has been recognized as political subdivision since 1907 and with this status the land grant is in the process of getting a facility to serve as their Government Office, Community Center and a public office. Mr. Quintana mentions that the building they are looking at buying is also used for elections for the County and they would still like to have it used for that to be partners with the County. He also mentions that the Merced is currently working on P&Z within their boundaries and have been working with Steve from the County and they greatly appreciate his assistance. Mr. Quintana states that they are just getting started on this but once they are going they will not have to use the County's P&Z department for their boundaries, so anything that has to do with the Manzano Land Grant they will be able to handle it on their own.

Commissioner Sanchez asks Mr. Quintana what the expected deadline will be for this process.

Mr. Quintana states that they are working with State Representatives so they are waiting for some state funding to purchase the building. So at this point they are just trying to get their foot in the door with this process and wanted the County to know of the land grants intentions.

Commissioner Frost asks Mr. Quintana if this project would be to enforce what the County P&Z has currently in place and then add to that.

Mr. Quintana states that the County has certain rules and regulations they must follow according to state statues and the Land grants are just a little different due to the historical aspect of the land grants.

Commissioner Frost asks if the land grant would still be subject to the County's P&Z ordinances and rules and the County would still be able to enforce the County's P&Z rules and regulations.

Mr. Quintana states that the Manzano Land Grant would like to be like the municipalities and have our own rules and ordinances. So the County would not be able to enforce their P&Z rules. Mr. Quintana mentions that land titles have been an issue and the land grant is trying to work on this.

Commissioner Sanchez asks if there are any other land grants that do this and if they do their own archiving of records, Commissioner Sanchez suggests to Mr. Quintana to look at how the Chilili Land Grant and Bernalillo County do this process. Commissioner Sanchez mentions that the Manzano Land Grant use to do this years ago, between the years of 1929-1950 but with the Community Changing and people leaving the County picked up a lot of those responsibilities.

Madam Chair DuCharme mentions the paperwork that Mr. Quintana handed to the Commission, there is paperwork from the Office of the State Auditor.

Mr. Quintana states that he wanted to show the Commission that they are recognized as a political subdivision, Mr. Quintana gives a brief history on how Manzano was supposed to be the county seat when Torrance County was first established.

Madam Chair DuCharme asks what the land grants annual revenue is and where it comes from.

Mr. Quintana states that the heirs of the grant have annual dues they must pay.

Public Comment:

Gloria Zamora-Manzano Land Grant Heir, mentions that the land grant has access to grant funding through different state agencies, they just need to apply whenever they would need any kind of funding.

Michael Godey-Tajique Resident, states that Chilili had problems in the past because they did not have something like this in place. Mr. Godey feels this would be a good thing for Manzano Land Grant to do and hopes the County will support them in this.

Madam Chair DuCharme asks Mr. Guetschow what his thoughts are on this.

Steve Guetschow mentions that he was looking for the state statute in reference to land grants to refer to, he will get that documentation and get it to the Commission. The statute was approved by the Senate in 2004/2005 which limits the authorization by land grants on zoning issues. The statute also specifies how they can erect their government and how their government will be ran. They would be considered Quasi-judicial just like municipalities, once the Commission approves their regulations the document will then be recorded in the Clerk's office to be a public document. Mr. Guetschow will get that state statute to the Commission once he finds it.

Commissioner Frost asks if the attempt is to remove the land grant from the County rules like Estancia, Mountainair, and Moriarty. Does that mean you will take over your own fire, police and road departments?

Mr. Quintana states that its one bite at a time, the goal is to be a self-sustaining political subdivision and anything is possible in the future.

Commissioner Sanchez gives a history of how the land grant made its money which was through logging its own natural resources but once the big name saw mills realized the money that could be made out of the area they came in and bought out the land owners and the rest of the land owners could not compete with the big operations of the saw mills so they were forced to work for them and not themselves. Commissioner Sanchez understands what Manzano Land Grant is trying to do here and believes that it will also benefit the County by the land grant taking care of themselves, would like to see some research done on this to see what can be done.

At this point Mr. Guetschow hands out the document on the land grants zoning permitted by state statute.

Public Comment:

Gloria Zamora-Manzano Heir wants to thank Commissioner Sanchez on the history of the Land Grant and also wants to clarify that the land grant is no longer considered Quasi-judicial.

Documentation hereto attached. **FOR INFORMATION ONLY, NO ACTION TAKEN**

4. Transportation Committee

Commissioner Sanchez states that he presented to the Village of Willard the idea behind the Transportation Committee and they are interested, they would like to appoint interim member to the Committee for the initial meetings. Commissioner Sanchez will be presenting to the City of Moriarty tonight at their meeting and will be on both Mountainair and Estancia's agenda soon.

FOR INFORMATION ONLY, NO ACTION TAKEN.

5. Torrance County Canvassing Board Certificates of Nomination-Linda Jaramillo, Clerk

Ms. Linda Kayser, Chief Deputy Clerk presents the Commission with the Certificates of Nomination from the Primary Election held in June. The certificates need the Commissioners signatures. The following candidates were successful in the election: Heath E. White, Republican Magistrate Judge, Andrew Homer, Democrat Commission District 1, Kevin M. McCall, Republican Commission District 1, Ryan S. Schwebach, Republican Commission District 2, Jesse Jesus Lucero, Republican Assessor, Jose Martin Rivera, Republican Sheriff, Lucy E. Orio,

Democrat Probate Judge and Josie B. Chavez, Republican Probate Judge. Documentation hereto attached. **INFORMATION ONLY, NO ACTION TAKEN.**

6. Consideration and Possible Approval for Torrance County Commissioners and County Manager to attend the White House Conference

County Manager Garland explains that this invitation was given to the County Manager's and County Commissioner's to attend the White House Conference. County Manager Garland received a call from one of the staff members and asked what exactly this conference would be for. The conference is for community issues that the federal government can assist with here at the County level or maybe even something the federal government may be hindering with. They asked that if we attend we take packets to hand out and they can go over those projects needing assistance. County Manager Garland suggests a few things she feels are important to the County that possibly the federal government can assist the County with. Renewable Energy (the transmission lines), Infrastructure projects, the Prison and funding for police and fire. County Manager Garland would like to ask Mr. Ortiz for assistance with the packets, she does a good job putting these types of things together. The conference is on July 27 and we must be registered by July 20, so we need to make a decision today on if we want to go and who all will be attending. Taos, Valencia, Santa Fe, Lea, Roosevelt, Chaves, Sierra and Curry County are all sending representatives and there still may be more Counties that go. County Manager Garland would like to attend, believes this is a good opportunity to make connections to help the County.

Madam Chair DuCharme states that she would also like to attend.

Commissioner Sanchez asks what the price will be to attend the conference.

County Manager Garland states that the flights can be anywhere from \$500 to \$1,400.00 depending on how soon you book them, the hotel rooms are averaging any from \$100-200.00 a night.

Commissioner Frost asks if there is money in the budget for this.

Commissioner Sanchez asks where the money would come from if the Commission decides they want to go.

County Manager Garland states that it would either come from the Commission budget or from the PILT money.

Commissioner Sanchez said it should come out of the Commission budget.

ACTION TAKEN: Commissioner Sanchez makes a motion to approve the County Manager and Commissioners attend the White House Conference. **Madam Chair DuCharme** seconds the motion.

Commissioner Frost asks if there is a limit on number of people attending.

Commissioner Sanchez states that it should be 4, the County Manager and the 3 Commissioners.

Commission votes, 2 in favor Commissioner Frost opposed.

Commissioner Frost states that he feels people who will be at the County in the future should attend this conference so that the information that is learned while attending the Conference can put to use in the future. No further discussion. **MOTION CARRIED.**

Break given to prepare for presentation at 10:15 am

Back from Break at 10:35 am

***Public Relations:**

7. Around the County Presentation

Annette Ortiz-Deputy County Manager would like to remind all the departments that are doing any special event out there to take pictures and get them to her so that she can spotlight that event at a Commission meeting. Ms. Ortiz shows the Commission and those present at the meeting pictures of the Road Department reclaiming Thompson and King Farm Rd with the new zipper the county purchased. A few videos were also shown

Leonard Lujan-Road Foreman explains the process of how the zipper works and feels that this new equipment will help his department make better improvements to the County roads.

Public Comment:

Fred Sanchez-Tajique Resident states that this is great to show but there is bad stuff out there too that needs to be shown. Up where he lives the road looks like an arroyo and it does not get fixed. It's nice to candy coat things but there are roads that do not get fixed.

Madam Chair DuCharme states that Mr. Sanchez has brought up his road for many years now, can the County look into his road and get it fixed.

County Manger Garland states that if anyone including Mr. Sanchez has any problems with roads they are urged to fill out and submit a form to have the road looked at and taken care of.

Fred Sanchez states that he has done everything he was supposed to do and yet nothing has been done about his road. It seems to Mr. Sanchez that Leonard has more power than the Manager and Commission because nothing ever gets done on the roads.

Annette Ortiz mentions that in one of the spotlights she did for the Commission the road department was doing work on Camino del Norte maybe not the portion that Mr. Sanchez lives one but they were working on the road.

Commissioner Sanchez explains that he has put in a work order for this road. The road department has been working in a different part of the County and he has been waiting for an update on when the road will get worked on or when the project has been completed.

Leonard Lujan-Road Foreman states that the road Mr. Sanchez is talking about is a chip sealed road and it could be worse if it was a dirt road. The portion of the road that Mr. Sanchez is talking about is right at the NMDOT easement we can't do a lot a work on it but we do enough to get the road taken care of. Leonard explains that the County does not have a lot of easement access on the road to be able to take care of what Mr. Sanchez's concerns are but they fix every complaint Mr. Sanchez has had.

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

a. Various County Departments

Tracey Master-DWI Prevention Coordinator, states that she has hosted events at the Estancia pool, she has had Teen night and Family night. They were both a huge success, for the family night there were 200 people who signed in and will be hosting another teen night this Saturday. They were supposed to have their dance under the stars on the 7th but Mother Nature had other plans that evening, we got rained out. Ms. Master would like to bring up the subject of Mental Health 1st Aide, since the last time that she spoke to the Commission about this she personally knows of two suicides that have happened. She saw a project on Facebook where people paint rocks with inspiring words of encouragement and then give to people who may need some

encouragement. So Ms. Master is set up in the front lobby with paint and rocks for everyone to come by and paint a rock, they will be placed throughout the Communities for people to see.

c. County Manager

Belinda Garland- reads her report, Belinda and Leonard met with a property owner with concerns about water drainage off of a County Road and also they met with Brandon Howe from MRCOG, Belinda had a meeting with Martin Lucero to create a crisis policy plan, signed a contract with Netflix for the use of the Judicial complex, working with Dennis on legal issues, working on personnel issues, working on FY19 grant contracts, working with the finance department and working on the implementation of solid waste billing. Managers' report hereto attached

***Department Requests/Reports:**

9. Request Approval of Contracts for Juvenile Justice Board Services-Jenea Ortiz

a. Professional Services Agreement between Torrance County & Sid Ware for the Estancia Valley Youth & Family Council FY19 back on T-RAC/RAC Service Coordinator

Ms. Jenea Ortiz-Continuum Coordinator presents the Commission with FY19 contract between Sid Ware and Torrance County for RAC service coordinator. Ms. Ortiz mentions that this will be under Mr. Ware's business name which is Ware Resources. This grant is for \$45,000.00 and will be billed on a monthly basis. Documentation hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the Professional Services Agreement between Torrance County and Sid Ware/Ware Resources for the Estancia Valley Youth & Family Council. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

b. Professional Services Agreement between Torrance County and Jenea Ortiz for the Estancia Valley Youth & Family Council FY19 Continuum Coordinator

Ms. Ortiz presents the professional agreement for the Estancia Valley Youth & Family Continuum Coordinator between Torrance County and Ms. Jenea Ortiz. The grant is funded through CYFD in the amount of \$33,900.00. Documentation hereto attached. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve the Professional Service Agreement. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

10. Resolution 2018-34 Budget Increase-Amanda Tenorio, Finance Director

Mr. Noah Sedillo, Chief Procurement Officer presents this resolution for Ms. Tenorio, this resolution is for a budget increase in the amount of \$26,826.79. The increase is due to grant funding coming in at the end of the fiscal budget. Resolution hereto attached. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve Resolution 2018-34 Budget Increase. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

11. Resolution 2018-35 Cash Transfers & Line Item Transfers Between Funds-Amanda Tenorio, Finance Director

Mr. Noah Sedillo presents the Commission with Resolution 2018-35, with this resolution \$40,000.00 will be transferred out of the PILT monies to cover the tipping fees for solid waste. Resolution hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve Resolution 2018-35 Cash Transfers & Line Item Transfers. **Commissioner Sanchez** seconds the motion.

Madam Chair DuCharme asks what period this will cover

Mr. Sedillo states that it will cover the end of FY18.

County Manager Garland states that this particular line item was in the red and it needed to be at a zero balance at the end of the fiscal budget.

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

12. Request Approval to Submit RPHCA Application/Renewal-Lizbeth Fullerton, PMS

Ms. Angie Coburn and Lizbeth Fullerton both from PMS present the Commission with the RPHCA FY19 application. Ms. Coburn explains that this is a four (4) year grant but we have to update on an annual basis to update information and user information. PMS will submit the application on behalf of the County but in order to do this Ms. Coburn will need a copy of the County' audit.

County Manger Garland asks Ms. Coburn if she can give a brief explanation what the grant is for and how it is used in the County.

Ms. Coburn states that it's Rural Primary Health Care Act and it is used for those county residents that are uninsured. Ms. Coburn mentions that this is for the Mountainair clinic. PMS offers Primary Medical Care, Family Practice and they also offer behavioral health.

Madam Chair Ducharme asks if there were any changes to the application.

Ms. Coburn states that there were no significant changes.

Documentation hereto attached. **ACTION TAKEN: Commissioner Frost** makes a motion to approve the RPHCA application/renewal. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

***County Manager Requests/Reports:**

13. Request Approval for Solid Waste Billing Positions and Pay Scales

County Manager Garland states that there is currently negotiations going on for the solid waste contract and just in case the negotiations don't work, the County needs to be prepared to take over the billing, which means job descriptions need to be prepared and advertisement for positions need to be prepared as well. Ms. Garland has put together some numbers for salaries for the two positions that the County will need to have in case the billing comes to the County. For the full-time position depending on experience the pay will be \$10-13 an hour and the part-time position will be \$9.00 an hour. For the full time billing supervisor/manager depending on experience will be \$13-16 an hour. Ms. Garland used the pay scale for current employees here at the County for comparison, she would like the Commission's approval today to move forward with this. **ACTION TAKEN: Commissioner Sanchez** makes a motion to approve the pay scale for the Solid Waste billing positions.

Madam Chair Ducharme asks for more information on this before she can make a decision, the County and EVSWA currently have a contract in place. Madam Chair asks if that contract should be changed first to reflect the County taking over the billing before we do this process.

County Manager Garland states that at the EVSWA annual meeting they voted for the County to take over the billing and for them to operate the transfer station and transport for \$478,000.00 a year. Ms. Garland states that she and Commissioner Sanchez have met with Mr. Miller from the EVSWA since that meeting and are trying to negotiate the contract. The EVSWA will have another meeting on the 19th of July and hopefully they will discuss the contract, but we need to be prepared to take on these positions.

Commissioner Sanchez states that the County needs to be prepared for these positions before the next billing cycle.

County Manager Garland mentions that this may not happen but she needs to start getting things together for the budget, get job descriptions and advertisements ready but she needs permission to get started.

Madam Chair DuCharme states that she understands that Ms. Garland needs permission but Madam Chair wants to know why a new contract has not been drawn up before the County moves forward with these positions.

County Manager Garland states that the negotiating team has meet but there has not been any solid negotiations for the contract with EVSWA. Once there is a solid agreement on what the contract should be then the County will move forward with a new contract. Ms. Garland mentions that nothing is final but needs to prepare the budget in case the County does take over the billing.

Madam Chair DuCharme states that the EVSWA approved the County's proposal, so the County should have had a new contract drawn up to support what the County proposed and what the EVSWA has already approved.

County Manager Garland states that there are still negotiations that need to take place even after the EVSWA has accepted and approved the County's proposal. The negotiating team will meet again to go over what the particulars are, such as finding out what kind of database the EVSWA is going to give us for billing purposes and if there is going to be a charge for that and when will the effective date be. Also will the authority be able to operate all the stations and hauling for the \$478,000.00 a year. Ms. Garland states that at the next Commission meeting the interim budget will be before the Commission and she needs to be able to work these positions into the budget.

Commissioner Frost asks how many positions there are.

County Manager Garland answers "2"

Commissioner Frost how many positions will the authority be dropping.

County Manager Garland states that she does not know and cannot speak for the authority.

Commissioner Frost states that based off of speculation that the County does take over the position, the billing staff at the authority can apply for these positions correct?

County Manager Garland states that with any government position they will be advertised and anyone can apply for them.

Discussion followed about salaries and pay scales, the proposed position for the County was not based off of the salaries that the authority currently has. The pay scale was based off of similar clerk/manager positions. There is no way to tell if the positions at the authority are at the same range of what the County Manager is proposing.

Madam Chair DuCharme asks if the County should have a Special Meeting prior to the EVSWA next meeting on the 19th to have a contract in place for them to present to the board.

Commissioner Sanchez states that may be the case or may not be the case, the proposal EVSWA voted on may need some revisions, if there are revisions we would need to have a Special Meeting.

Commissioner Frost mentions that there have been some numbers put out on the budget, he did not get to see those numbers and asks who did.

Commissioner Sanchez states that the major benefit for the County on what the County Manger is purposing is the time lag, from the time a new contract is approved these positions will have a description and advertisement will be ready for implementation.

Madam Chair DuCharme asks if the new contract can be presented to the EVSWA past their July 19th meeting or should the new contract be ready to present to them on their meeting.

Commissioner Sanchez states that it is preferable that the County accomplish the intention prior to their July 19th meeting.

Madam Chair DuCharme states that this is the time to discuss the changes and set up a Special Meeting for the new contract prior to July 19th.

Commissioner Sanchez states that there will be talk among the negotiation team regarding potential differences and revisions of the proposal that was presented at their annual meeting. Therefore the suggestion of a Special Meeting for the revisions to the proposal will have a definite answer and identified very shortly. There is a round of negotiations that need to happen prior to a Special Meeting.

Madam Chair DuCharme asks County Manager Garland if she has annual numbers of what these positions will cost the County.

County Manager Garland states that at \$15.00 an hour that is \$45,000.00 a year with benefits. So for 2 positions the County is looking at around \$85,000.00 to \$90,000.00 annually.

Madam Chair DuCharme asks if the County Manager has looked into alternatives for the billing, can a third party be contracted out for this. Will it be cheaper for the County?

Commissioner Sanchez states that there will be no cost savings for the County with a third party contractor. Third party billing only works for small agencies.

Commissioner Frost states that he has not seen the numbers but would like to know how many people will be laid off at the EVSWA.

Commissioner Sanchez states that the negotiating works on the numbers can't say if any will be laid off but does know that 2 people will be hired with the County.

Commissioner Frost states that if you haven't seen those numbers of the amount of people laid off at the authority then how do you know how much money the County will be saving.

Commissioner Sanchez states that he is not privy to the ins and outs of the authority but perhaps some people can work on other things not just billing.

Madam Chair DuCharme asks Commissioner Sanchez to please repeat his motion,

ACTION TAKEN: Commissioner Sanchez makes a motion to approve the Solid Waste Positions and Pay Scales. **Madam Chair DuCharme** seconds the motion. No further discussion, 2 in favor Commissioner Frost opposed. **MOTION CARRIED.**

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) Limited personnel matters pursuant to NMSA 10-15-1 H (2) related to the Manager's office.

ACTION TAKEN: Madam Chair DuCharme makes a motion to go into Executive Session. **Commissioner Sanchez** seconds the motion. Roll Cal Vote- District 1: Yes, District 2: Yes, District 3: Yes. **MOTION CARRIED.**

Executive Session started at 11:40 am

***Reconvene from Executive Session:**

Reconvened from Executive Session at 12:03 pm

ACTION TAKEN: Commissioner Sanchez makes a motion to come out of Executive Session. **Commissioner Frost** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

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

Madam Chair DuCharme states that during Executive Session they discussed limited personnel matters in regards to the County Manager's executive assistant Lori Archuleta.

ACTION TAKEN: Madam Chair DuCharme makes a motion to approve a \$1.75 an hour raise for Lori Archuleta in the Manager's Office. **Commissioner Frost** second the motion.

Commissioner Frost asks if there is money in the interim budget to cover the raise.

County Manager Garland states that this is not new money but money that is already in their budget they just rearranged the funding for the raise for Ms. Archuleta.

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

Adjourn

ACTION TAKEN: Commissioner Sanchez makes a motion to adjourn the July 11, 2018 Regular Commission Meeting. **Madam Chair DuCharme** seconds the motion. No further discussion, the Commission votes all in favor. **MOTION CARRIED.**

Meeting adjourned at 12:06 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.



Consent Agenda

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

TOTAL CHECKS PRINTED 60

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 191,122.34 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 07/19/2018 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

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

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

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

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 0	104373	AIRGAS USA LLC	DIST.2 VFD CYLINDER RENTAL FEE	406-91-2230	171118	07/11/2018		102.
	369.34		JUNE, 2018					
	07/12/2018		INVOICE # 995456116					
01 0	104374	AIRGAS USA LLC	DIST.3 VFD CYLINDER RENTAL FEE	408-91-2230	271118	07/11/2018		140.
	8729.97		JUNE, 2018					
	07/12/2018		INVOICE # 9954608330					
01 0	104375	AT & T MOBILITY LLC	DIST.5 VFD CYLINDER RENTAL FEE	405-91-2230	371118	07/11/2018		125.
	69.25		JUNE, 2018					
	07/12/2018		INVOICE # 9954561165					
STATE FIRE ALLOTMENT 369.34								
=====								
01 R	104374	ALBUQUERQUE OFFICE SYSTEMS	PROGRESS PAYMENT ASSESSOR'S	621-96-2611	471118	07/11/2018		8729.
	8729.97		COUNTER					
	07/12/2018		INVOICE # 6850					
CAPITAL OUTLAY GROSS R 8729.97								
=====								
01 O	104375	AT & T MOBILITY LLC	COUNTY MANAGER MONTHLY CHARGES	401-10-2207	571118	07/11/2018		69.
	69.25		5/21/18-6/20/18					
	07/12/2018							
COUNTY MANAGER 69.25								
=====								
01 O	104376	AT & T MOBILITY LLC	DIST.1 VFD MONTHLY BILL	407-91-2207	671118	07/11/2018		60.
	60.26		INVOICE # 287272915609X06282018					
	07/12/2018							
STATE FIRE ALLOTMENT 60.26								
=====								
01 R	104377	CABBER, MAX	PLANNING & ZONING BOARD MEETING	401-08-2205	771118	07/11/2018		61.
	61.00		7/02/2018					
	07/12/2018							
PLANNING & ZONING 61.00								
=====								
01 R	104378	CATERPILLAR FINANCIAL SVCS	CORP001-0886816-000 TO 008 PAYMENT	621-96-2613	871118	07/11/2018		116547.
	116547.16		BLADES					
	07/12/2018		INVOICE # 18920747					
CAPITAL OUTLAY GROSS R116547.16								
=====								
01 O	104379	CATERPILLAR FINANCIAL SVCS	CORPBACK HOE PAYMENT	621-96-2613	971118	07/11/2018		926.
	926.90		INVOICE # 1897636					
	07/12/2018							
CAPITAL OUTLAY GROSS R 926.90								
=====								
01 O	104380	CATERPILLAR FINANCIAL SVCS	CORP001-0767488-000 PAYMENT LOADER	621-96-2613	1071118	07/11/2018		1874.
	1874.32		INVOICE # 18920747					
	07/12/2018							
CAPITAL OUTLAY GROSS R 1874.32								
=====								
01 O	104381	CENTRAL NM ELECTRIC COOP.	CLERK VOTING MACHINE WAREHOUSE	401-21-2308	1171118	07/11/2018		58.
	58.19							
	07/12/2018							
ELECTIONS 58.19								
=====								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 O	104382	DIRKS, DONALD R	BAGS OF CANDY FOR 4TH JULY	411-92-2248	1471118	07/11/2018		144.
	144.08		PARADE FOR ALL DISTRICTS					
	07/12/2018		PARTICIPATING					

1/4%	FIRE EXCISE TAX	144.08						
01 O	104383	DOCUMENT SOLUTIONS INC	DISPATCH MONTHLY COPIER W/SUPPLI	911-80-2203	1571118	07/11/2018		68.
	68.03		INVOICE # IN95808					
	07/12/2018							

911-	DISPATCH CENTER	68.03						
01 R	104384	EMW GAS ASSOCIATION	ROAD MONTHLY GAS BILL	402-61-2209	1671118	07/11/2018		699.
	1515.90		COURTHOUSE MONTHLY GAS BILL	401-15-2209				181.
	07/12/2018		JUDICIAL MONTHLY BILL	401-16-2209				74.
			MEDICAL CTR MONTHLY GAS BILL	401-24-2209				58.
			SENIOR CENTERS MONTHLY GAS BILL	401-05-2209				137.
			DIST.6 VFD MONTHLY GAS BILL	418-91-2209				35.
			DIST.5 VFD MONTHLY BILL	405-91-2209				70.
			DIST.2 VFD MONTHLY BILL	406-91-2209				29.
			DIST.3 VFD MONTHLY BILL	408-91-2209				56.
			TC ANIMAL SHELTER MONTHLY BILL	402-61-2209				55.
			ROAD MONTHLY SHOP GAS BILL	401-82-2209				24.
			DISPATCH MONTHLY GAS BILL	911-80-2209				42.
			CLERK MONTHLY GAS BILL	612-20-2308				24.
			TCFB MONTHLY GAS BILL	412-53-2209				25.

COUNTY	ROAD SHOP	754.90	ADMINISTRATIVE OFFICES	181.40	JUDICIAL COMPLEX MAINT			74.55
HEALTH	DEPT BLDG MAINT	58.70	COUNTY COMMISSION	137.97	STATE FIRE ALLOTMENT			191.93
ANIMAL	SHELTER	24.82	911-DISPATCH CENTER	42.25	COUNTY CLERK			24.00
COUNTY	FAIR	25.38						

01 O	104385	ESTANCIA, TOWN OF	COURTHOUSE MONTHLY WATER BILL	401-15-2210	1971118	07/11/2018		183.
	780.27		JUDICIAL COMPLEX MONTHLY BILL	401-16-2210				237.
	07/12/2018		MEDICAL CENTER MONTHLY BILL	401-24-2210				68.
			SENIOR CENTER MONTHLY BILL	401-05-2210				112.
			ROAD MONTHLY WATER BILL	402-61-2210				178.

ADMINISTRATIVE	OFFICES	183.04	JUDICIAL COMPLEX MAINT	237.86	HEALTH DEPT BLDG MAINT			68.06
COUNTY	COMMISSION	112.40	COUNTY ROAD SHOP	178.91				

01 O	104386	EVEDA/ESTANCIA VALLEY ECONOMIC	TORRANCE COUNTY CONTRIBUTION	401-05-2260	1871118	07/11/2018		6250.
	6250.00		1ST QUARTER-JULY 2018					
	07/12/2018							

COUNTY	COMMISSION	6250.00						

01 R	104387	EVSWA	EVSWA TIPPING FEE'S	419-05-2292	1771118	07/11/2018		10617.
	10617.19		6/1/2018-6/30/2018					
	07/12/2018		INVOICE # 2118					

COUNTY	COMMISSION	10617.19						

01 O	104388	GRAHAM, RON	PLANNING & ZONING BOARD MEETING	401-08-2205	2071118	07/11/2018		61.
	61.00		7/02/2018					
	07/12/2018							

PLANNING	& ZONING	61.00						

01 V	104389	HAVENS, WILLIAM	LAS VEGAS, NM- HAZMAT TRAINING	405-91-2205	7171118	07/12/2018		152

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
	152.00							
	07/12/2018							
STATE FIRE ALLOTMENT 152.00								
01 O	104390	HAYNEEDLE.COM	5 VP MOBILE ACCORDION ROOM	401-21-2219	2171118	07/11/2018	32650	625.
	625.50		DIVIDERS, 360 BLUE.				32650	
	07/12/2018		REFERENCE PO# 32368 FROM FY18.				32650	
			INVOICE # 34027132					
ELECTIONS 625.50								
01 O	104391	HERNANDEZ, MARTY SANCHEZ	PLANNING & ZONING BOARD MEETING	401-08-2205	2271118	07/11/2018		61.
	61.00		7/02/2018					
	07/12/2018							
PLANNING & ZONING 61.00								
01 O	104392	HOMESTEAD WATER CO.	DIST.5 VFD MONTHLY WATER BILL	405-91-2210	2371118	07/11/2018		35.
	35.29							
	07/12/2018							
STATE FIRE ALLOTMENT 35.29								
01 R	104393	HONSTEIN OIL CO.	P&Z MONTHLY FUEL	401-08-2202	2471118	07/11/2018		27.
	559.63		P&Z MONTHLY FUEL	685-08-2202				231.
	07/12/2018		RURAL ADDRESSING MONTHLY FUEL	675-07-2202				49.
			TC ANIMAL SHELTER MONTHLY FUEL	401-82-2202				251.
PLANNING & ZONING 259.07 RURAL ADDRESSING 49.33 ANIMAL SHELTER 251.23								
01 O	104394	INDEPENDENT NEWS LLC	ANNOUNCEMENT OF RECOUNT OF	401-21-2221	2571118	07/11/2018	32605	20.
	20.60		REPUBLICAN CANDIDATES IN PRC 5				32605	
	07/12/2018							
ELECTIONS 20.60								
01 O	104395	KXNM-FM 88.7	JUNE 2018 BROADCAST FOR	401-05-2243	2771118	07/11/2018		1250.
	2500.00		COMMISSION MEETINGS & PSA'S					
	07/12/2018		INVOICE # 1358					
COUNTY COMMISSION 2500.00								
01 O	104396	L.N. CURTIS & SONS	JULY 2018 BROADCAST FOR	401-05-2243	2871118	07/11/2018		1250.
	860.00		COMMISSION MEETINGS & PSA'S					
	07/12/2018		INVOICE # 1414					
COUNTY COMMISSION 860.00								
01 O	104397	LANGELL, GAIL	1 - SZ 9.5M MENS, 1 - SZ 10W	411-92-2248	1371118	07/11/2018	32585	860.
	61.00		MENS 10" LEATHER				32585	
	07/12/2018		BOOT, TECHNICAL ZIPPER SPEED				32585	
			LACE, CAL-OSHA NFPA LABELLED				32585	
			DISTRICT 4. REFERENCE PO# 32395				32585	
			FROM FY18.				32585	
			INV196921				32585	
1/4% FIRE EXCISE TAX 860.00								
01 O	104397	LANGELL, GAIL	PLANNING & ZONING BOARD MEETING	401-08-2205	3371118	07/11/2018		61.
	61.00		7/02/2018					
	07/12/2018							

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 R	104398	LESPERANCE, ISABEL	SECRETARIAL DUTIES	412-53-2272	2671118	07/11/2018		425.
	425.00		6/16/2018-7/15/2018					
	07/12/2018							
COUNTY FAIR		425.00						
01 O	104399	LOBO INTERNET SERVICES LTD	MONTHLY INTERNET BILL	408-91-2272	2971118	07/11/2018		156.
	794.20		7/1/2018-8/1/2018	409-91-2272				81.
	07/12/2018		INVOICE # 103115	405-91-2272				81.
				406-91-2272				76.
				413-91-2272				36.
			TC ANIMAL SHELTER MONTHLY	401-82-2272	3071118	07/11/2018		48.
			INTERNET					
			INVOICE # 103224					
			INTERNET SERVICE 7/1/18-8/1/18	401-65-2203	3171118	07/11/2018		166.
			INVOICE # 103100					
			DISPATCH MONTHLY INTERNET BILL	911-80-2272	3271118	07/11/2018		148.
			INVOICE # 103117					
STATE FIRE ALLOTMENT		430.75	ANIMAL SHELTER	48.46				166.92
911-DISPATCH CENTER		148.07						
01 O	104400	MARLIN BUSINESS BANK	CONTRACT PAYMENT-BIZHUB COPIER	911-80-2203	3471118	07/11/2018		256.
	256.51		INVOICE # 16065531					
	07/12/2018							
911-DISPATCH CENTER		256.51						
01 O	104401	MARTINEZ, ANNA	REIMBURSEMENT FOR SNACKS	690-09-2219	3571118	07/12/2018		114.
	114.13		6/26/2018					
	07/12/2018							
WIND FILT		114.13						
01 O	104402	MOUNTAINAIR, TOWN OF	SENIOR CENTER WATER	401-05-2210	3671118	07/12/2018		83.
	195.12		SENIOR CENTER GAS	401-05-2209				111.
	07/12/2018							
COUNTY COMMISSION		195.12						
01 O	104403	NM APPARATUS LLC	TENDER 3-2 ALTERNATOR AND	408-91-2201	3771118	07/12/2018		1613.
	1613.03		U-JOINT REPAIR, LABOR, MILEAGE,					
	07/12/2018		AND TAX. VERBAL APPROVAL BY NOAH					
			SEDILLO ON 5/24/18 TMP# 042518.					
			INVOICE # 92148					
STATE FIRE ALLOTMENT		1613.03						
01 O	104404	NM EDGE	NM EDGE CLASS COUPONS	609-30-2266	3871118	07/12/2018		1000.
	1750.00		20 COUPONS FOR TREASURER	401-55-2266				750.
	07/12/2018		15 COUPONS FOR FINANCE					
			INVOICE # 5793					
COUNTY TREASURER		1000.00	FINANCE DEPARTMENT	750.00				
01 O	104405	NM MUNICIPAL LEAGUE	ENTITY MEMBERSHIP FEE	413-91-2269	3971118	07/12/2018		100.
	100.00		NM FIRE CHIEFS ASSOCIATION					32640
	07/12/2018		JULY 1, 2018 - JUNE 30, 2019					32640

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
01 0	104406	NM ONE CALL SYSTEM INC	ONE CALL LINE SPOTS	402-60-2203	4071118	07/12/2018		654.
	654.32		INVOICE # 153003050					
	07/12/2018							
COUNTY ROAD DEPARTMENT 654.32								
01 0	104407	NM WASTE SERVICE INC	4 YD. CONTAINER MONTHLY SERVICE. 406-91-2210		4171118	07/12/2018		262.
	1478.56		INVOICE # 59384					32582
	07/12/2018		ONGOING DUMPSTERS FOR 26 SHILO ROAD.	685-08-2274	4271118	07/12/2018		1216.
			INVOICE # 59765-59831					32574
STATE FIRE ALLOTMENT 262.56 PLANNING & ZONING 1216.00								
01 0	104408	NTS COMMUNICATIONS	LONG DISTANCE FAXES	612-20-2207	4371118	07/12/2018		2.
	9.53			401-30-2207				2.
	07/12/2018			401-40-2207				2.
				401-50-2207				2.
COUNTY CLERK 2.38 COUNTY TREASURER 2.38 COUNTY ASSESSOR 2.38								
01 0	104409	OLD MILL, THE	REHAB FOR FIREFIGHTERS ON 6/27/18, TWP# 062718.	411-92-2248	4471118	07/12/2018		50.
	50.00		INVOICE # 156630					32581
	07/12/2018							32581
1/4% FIRE EXCISE TAX 50.00								
01 0	104410	ORKIN INC.	JUDICIAL COMPLEX-PC STANDARD	401-16-2203	4571118	07/12/2018		118.
	118.25		MONTHLY SERVICE 6/26/18					
	07/12/2018		INVOICE # 170718145					
JUDICIAL COMPLEX MAINT 118.25								
01 0	104411	ORKIN INC.	STANDARD MONTHLY PC SERVICE	401-05-2272	4671118	07/12/2018		84.
	84.67		INVOICE # 170718144					
	07/12/2018							
COUNTY COMMISSION 84.67								
01 0	104412	P & M SIGNS INC	300 4" NUMBER DIGITS, 50 ADDRESS	675-07-2242	4771118	07/12/2018		1159.
	1159.29		PLACARDS, 13 STREET SIGNS (COMB O X2, GOLONDRINA X2, MARSHALL X2					32462
	07/12/2018		, RIO VISTA X2, CHULA VISTA X2, LOMA DEL SOL X2, SAGE HEN X1)					32462
			INVOICE # 7955					32462
RURAL ADDRESSING 1159.29								
01 0	104413	PLATEAU WIRELESS	6/22/18-7/21/18 LANDLINE CHARGES	407-91-2207	4871118	07/12/2018		176.
	2087.69		INVOICE # 8607267					
	07/12/2018		CIRCUIT LINES FOR FIBEROPTIC	401-65-2203	4971118	07/12/2018		1910.
			7/1/18-7/31/18					
			INVOICE # 8615526					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Am
			COUNTY FAIR, 50 BUCKLES				32379	
5100.00								
07/12/2018								
COUNTY FAIR	5100.00							
01 R	104423	SOUND & SIGNAL SYSTEMS OF NM	QUARTERLY MONITORING BILL	612-20-2308	6171118	07/12/2018		112.
	112.09		VOTING MACHINE STORAGE BLDG.					
07/12/2018			INVOICE # 66601					
COUNTY CLERK	112.09							
01 O	104424	STAPLES BUSINESS ADVANTAGE	AA BATTERIES WIRELESS KEYBOARD	604-83-2219	5971118	07/12/2018	32453	1128.
	2846.47		AND MOUSE NORTON ANTIVIRUS				32453	
07/12/2018			MARKERS, ERASER & CADDY				32453	
			STORAGE BOXES, 3 TAB BLUE FOLDER				32453	
			ROLLERBALL PENS				32453	
			INVOICE # 3378725957					
			SIXTY FOLDING CHAIRS	829-78-2248	6071118	07/12/2018	32479	1717.
			TEN 8' FOLDING TABLES				32479	
			INVOICE # 10264/99389					
COMMUNICATIONS/EMS TAX	1128.77	DOH CITIES READINESS I	1717.70					
01 O	104425	T & C AUTO REPAIR	C-2 CHECK CHARGING SYSTEM,	413-91-2201	6271118	07/12/2018	32580	282.
	282.42		REPLACE ALTERNATOR, CHARGE				32580	
07/12/2018			BATTERY AND CLEAN TERMINAL ENDS.				32580	
			VERBAL APPROVAL BY NOAH SEDILLO				32580	
			ON 6/25/18 TWP# 062518				32580	
			INVOICE # 767662					
STATE FIRE ALLOTMENT	282.42							
01 O	104426	TRIADIC INC.	MAINTENANCE CONTRACTS	401-65-2203	6371118	07/12/2018		4215.
	4215.83		INVOICE # 24.13.9					
07/12/2018								
INFORMATION TECHNOLOGY	4215.83							
01 O	104427	TWO GUNZ CUSTOMZ & HYDROGRAPHIC	RUCK FD2 SERVICE A/C SYSTEM,	413-91-2201	6471118	07/12/2018	32578	227.
	227.00		OIL CHANGE, AIR FILTER. VERBAL				32578	
07/12/2018			APPROVAL BY NOAH SEDILLO ON				32578	
			6/14/18, TWP# 061518.				32578	
			INVOICE # 1364					
STATE FIRE ALLOTMENT	227.00							
01 R	104428	U.S. POSTMASTER	YEARLY PO BOX RENT 7/18 - 7/19	401-20-2206	6571118	07/12/2018	32604	116.
	116.00		TORRANCE COUNTY CLERK					
07/12/2018								
COUNTY CLERK	116.00							
01 O	104429	WAGNER EQUIPMENT CO.	(20) CUTTING EDGES FOR BLADES	402-60-2244	6671118	07/12/2018	32651	2354.
	2354.20		TWP# 070118				32651	
07/12/2018			INVOICE # P10C0694197					
COUNTY ROAD DEPARTMENT	2354.20							
01 O	104430	WAGON WHEEL TOWING	(2) LT235/85R16 YOKOHAMA AT	405-91-2201	7071118	07/12/2018	32652	380.1
	380.03		(2) MOUNT AND BALANCE				32652	

DEBITS CREDITS

** GRAND TOTAL **		191,122.34	.00
**TOTAL	GENERAL FUND	26,802.55	.00
**DEPT	COUNTY COMMISSION	12,344.20	.00
401-05-2207	TELECOMMUNICATIONS	359.35	.00
401-05-2209	HEATING/GAS/PROPANE	249.71	.00
401-05-2210	WATER/SEWER/TRASH	195.78	.00
401-05-2243	KXNM COMMUNITY FOUNDATION 501C3	2,500.00	.00
401-05-2260	EVEDA	6,250.00	.00
401-05-2272	PROFESSIONAL SERVICES	2,789.36	.00
**DEPT	PLANNING & ZONING	753.81	.00
401-08-2202	VEHICLE FUEL	27.89	.00
401-08-2203	MAINTENANCE CONTRACTS	481.92	.00
401-08-2205	MILEAGE/PER DIEM	244.00	.00
**DEPT	COUNTY MANAGER	260.62	.00
401-10-2207	TELECOMMUNICATIONS	260.62	.00
**DEPT	ADMINISTRATIVE OFFICES MAINTENAN	3,025.38	.00
401-15-2203	MAINTENANCE CONTRACTS	1,867.76	.00
401-15-2209	HEATING/GAS/PROPANE	181.40	.00
401-15-2210	WATER/SEWER/TRASH	183.04	.00
401-15-2229	PAPER SUPPLIES	793.18	.00
**DEPT	JUDICIAL COMPLEX MAINTENANCE	1,750.49	.00
401-16-2203	MAINTENANCE CONTRACTS	1,438.08	.00
401-16-2209	HEATING/GAS/PROPANE	74.55	.00
401-16-2210	WATER/SEWER/TRASH	237.86	.00
**DEPT	COUNTY CLERK	171.59	.00
401-20-2206	POSTAGE	116.00	.00
401-20-2207	TELECOMMUNICATIONS	55.59	.00
**DEPT	ELECTIONS	704.29	.00
401-21-2219	OFFICE SUPPLIES	625.50	.00
401-21-2221	PRINTING/PUBLISHING/ADVERTISING	20.60	.00
401-21-2308	VOTING MACHINE STORAGE	58.19	.00
**DEPT	HEALTH DEPT BLDG MAINTENANCE	126.76	.00
401-24-2209	HEATING/GAS/PROPANE	58.70	.00
401-24-2210	WATER/SEWER/TRASH	68.06	.00
**DEPT	COUNTY TREASURER	292.57	.00
401-30-2203	MAINTENANCE CONTRACTS	290.19	.00
401-30-2207	TELECOMMUNICATIONS	2.38	.00
**DEPT	COUNTY ASSESSOR	2.38	.00
401-40-2207	TELECOMMUNICATIONS	2.38	.00
**DEPT	COUNTY SHERIFF	2.39	.00
401-50-2207	TELECOMMUNICATIONS	2.39	.00
**DEPT	FINANCE DEPARTMENT	750.00	.00
401-55-2266	TRAINING	750.00	.00
**DEPT	INFORMATION TECHNOLOGY DEPARTMENT	6,293.56	.00
401-65-2203	MAINTENANCE CONTRACTS	6,293.56	.00

DEBITS CREDITS

401-82-2202	VEHICLE FUEL	251.23	.00
401-82-2209	HEATING/GAS/PROPANE	24.82	.00
401-82-2272	PROFESSIONAL SERVICES	48.46	.00
**TOTAL	ROAD FUND	4,134.86	.00
**DEPT	COUNTY ROAD DEPARTMENT	3,201.05	.00
402-60-2203	MAINTENANCE CONTRACTS	654.32	.00
402-60-2207	TELECOMMUNICATIONS	192.53	.00
402-60-2244	MACHINERY MAINTENANCE/REPAIR	2,354.20	.00
**DEPT	COUNTY ROAD SHOP	933.81	.00
402-61-2209	HEATING/GAS/PROPANE	754.90	.00
402-61-2210	WATER/SEWER/TRASH	178.91	.00
**TOTAL	DISTRICT 5 VFD	1,345.70	.00
**DEPT	STATE FIRE ALLOTMENT	1,345.70	.00
405-91-2201	VEHICLE MAINTENANCE/REPAIR	380.03	.00
405-91-2207	TELECOMMUNICATIONS	361.31	.00
405-91-2209	HEATING/GAS/PROPANE	70.96	.00
405-91-2210	WATER/SEWER/TRASH	326.57	.00
405-91-2230	MEDICAL SUPPLIES	125.68	.00
405-91-2272	PROFESSIONAL SERVICES	81.15	.00
**TOTAL	DISTRICT 2 VFD	744.53	.00
**DEPT	STATE FIRE ALLOTMENT	744.53	.00
406-91-2207	TELECOMMUNICATIONS	273.96	.00
406-91-2209	HEATING/GAS/PROPANE	29.09	.00
406-91-2210	WATER/SEWER/TRASH	262.56	.00
406-91-2230	MEDICAL SUPPLIES	102.77	.00
406-91-2272	PROFESSIONAL SERVICES	76.15	.00
**TOTAL	DISTRICT 1 VFD	237.14	.00
**DEPT	STATE FIRE ALLOTMENT	237.14	.00
407-91-2207	TELECOMMUNICATIONS	237.14	.00
**TOTAL	DISTRICT 3 VFD	2,264.57	.00
**DEPT	STATE FIRE ALLOTMENT	2,264.57	.00
408-91-2201	VEHICLE MAINTENANCE/REPAIR	1,613.03	.00
408-91-2207	TELECOMMUNICATIONS	298.02	.00
408-91-2209	HEATING/GAS/PROPANE	56.48	.00
408-91-2230	MEDICAL SUPPLIES	140.89	.00
408-91-2272	PROFESSIONAL SERVICES	156.15	.00
**TOTAL	DISTRICT 4 VFD	251.24	.00
**DEPT	STATE FIRE ALLOTMENT	251.24	.00
409-91-2207	TELECOMMUNICATIONS	170.09	.00
409-91-2272	PROFESSIONAL SERVICES	81.15	.00
**TOTAL	COUNTY FIRE PROTECTION FUND	1,054.08	.00
**DEPT	1/4% FIRE EXCISE TAX	1,054.08	.00
411-92-2248	SAFETY EQUIPMENT	1,054.08	.00
**TOTAL	COUNTY FAIR	5,550.38	.00

DEBITS CREDITS

412-53-2209	HEATING/GAS/PROPANE	25.38	.00
412-53-2246	BUCKLES	5,100.00	.00
412-53-2272	PROFESSIONAL SERVICES	425.00	.00
**TOTAL	FIRE DEPARTMENT ADMIN	1,406.79	.00
**DEPT	STATE FIRE ALLOTMENT	1,406.79	.00
413-91-2201	VEHICLE MAINTENANCE/REPAIR	509.42	.00
413-91-2207	TELECOMMUNICATIONS	288.00	.00
413-91-2210	WATER/SEWER/TRASH	345.84	.00
413-91-2269	MEMBERSHIP DUES/SUBSCRIPTIONS	100.00	.00
413-91-2272	PROFESSIONAL SERVICES	163.53	.00
**TOTAL	DISTRICT 6 VFD	325.02	.00
**DEPT	STATE FIRE ALLOTMENT	325.02	.00
418-91-2207	TELECOMMUNICATIONS	229.86	.00
418-91-2209	HEATING/GAS/PROPANE	35.40	.00
418-91-2210	WATER/SEWER/TRASH	59.76	.00
**TOTAL	EVSWA CONTRACT	10,617.19	.00
**DEPT	COUNTY COMMISSION	10,617.19	.00
419-05-2292	EVSWA TIPPING FEES	10,617.19	.00
**TOTAL	CIVIL DEFENSE FUND	1,128.77	.00
**DEPT	COMMUNICATIONS/EMS TAX	1,128.77	.00
604-83-2219	OFFICE SUPPLIES	1,128.77	.00
**TOTAL	TREASURER'S FEE	1,000.00	.00
**DEPT	COUNTY TREASURER	1,000.00	.00
609-30-2266	TRAINING	1,000.00	.00
**TOTAL	CLERK'S EQUIPMENT FUND	640.46	.00
**DEPT	COUNTY CLERK	640.46	.00
612-20-2203	MAINTENANCE CONTRACTS	501.99	.00
612-20-2207	TELECOMMUNICATIONS	2.38	.00
612-20-2308	VOTING MACHINE STORAGE	136.09	.00
**TOTAL	CAPITAL OUTLAY GROSS RECEIPTS TX	128,078.35	.00
**DEPT	CAPITAL OUTLAY GROSS RECEIPTS TX	128,078.35	.00
621-96-2611	CO/BUILDINGS & IMPROVEMENTS	8,729.97	.00
621-96-2613	CO/ROAD CONSTRUCTION/RECONSTRUCT	119,348.38	.00
**TOTAL	RURAL ADDRESSING	1,208.62	.00
**DEPT	RURAL ADDRESSING	1,208.62	.00
675-07-2202	VEHICLE FUEL	49.33	.00
675-07-2242	SIGNS	1,159.29	.00
**TOTAL	P&Z COURT FEES	1,447.18	.00
**DEPT	PLANNING & ZONING	1,447.18	.00
685-08-2202	VEHICLE FUEL	231.18	.00
685-08-2274	PZ PROPERTY CLEANUP	1,216.00	.00
**TOTAL	DOMESTIC VIOLENCE GRANT	114.13	.00

DEBITS

CREDITS

**DEPT	WIND PLT	114.13	.00
690-09-2219	OFFICE SUPPLIES	114.13	.00
**TOTAL	NND0H CITIES READINESS INITIATIV	1,717.70	.00
**DEPT	DOH CITIES READINESS INITIATIVE	1,717.70	.00
829-78-2248	SAFETY EQUIPMENT	1,717.70	.00
**TOTAL	EMERGENCY-911 FUND	1,053.08	.00
**DEPT	911-DISPATCH CENTER	1,053.08	.00
911-80-2203	MAINTENANCE CONTRACTS	324.54	.00
911-80-2207	TELECOMMUNICATIONS	538.22	.00
911-80-2209	HEATING/GAS/PROPANE	42.25	.00
911-80-2272	PROFESSIONAL SERVICES	148.07	.00
BANK01	WELLS FARGO	191,122.34	.00
** BANK TOTALS **		191,122.34	.00



*Agenda Item
No. 1*

FD-504
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: Belinda Garland Manager
First Last Department / Company / Organization Name

Today's Date: 7-18-18 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:

Consideration to make legal opinion of "Right to Work" public information.

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. 2*



Agenda Item
No. 3



RESOLUTION NO. 2018-36

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

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

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

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

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

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

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

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

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

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

1. FINDS:

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


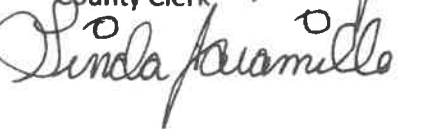
c. The decedent is unclaimed.

2. **AUTHORIZES:**

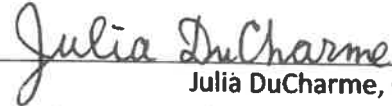
- a. The payment, in an amount not to exceed six hundred dollars (\$600), or the burial or cremation of the body; and
- b. The Torrance County Manager to seek reimbursement from the estate for reimbursement for the burial or cremation expenses, unless the estate is insufficient to cover the cost of burial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

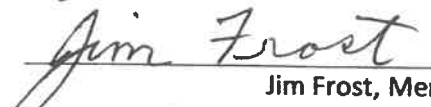
DONE, this 11th. Day of July 2018.

Attest:


County Clerk


TORRANCE COUNTY COMMISSION


Julia DuCharme, Chair


Jim Frost, Member


Javier E. Sanchez, Member





*Agenda Item
No. 4*



UPDATES

✓

- Various County Departments
- Commission
- County Manager
- Other Boards, Land Grants
- Forest Service



*Agenda Item
No. 5*

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



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: Kristin Oliver Human Resource / Managers office
First Last Department / Company / Organization Name

Today's Date: 6/14/18 Mailing Address: P.O. Box 48 Estancia NM.
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 544-4706 Fax Number: _____
Would you like this Agenda Faxed to you? Yes No

Email Address: KOliver@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 to enroll in company nurse program

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. 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 LeRoy M. Candelaria, District 3
County Manager
Joy Ansley
Deputy County Manager
Annette Ortiz

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

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

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

Name: Leonard Road DPT
First Last Department / Company / Organization Name

Today's Date: 07-10-2018 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 4666 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:
Modification of Grant or Agreement USDA -Request for Radification

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: _____



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 15-RO-11030300-009		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 002
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Cibola National Forest and Grasslands 2113 Osuna Rd. NE, Albuquerque, NM 87113		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Torrance County P.O. Box 48, Estancia, New Mexico 87016		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Increase \$720
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
The purpose of this modification is to provide fund support for FY 2018 road maintenance requirements, in the amount of \$720 per the attached Schedule A, incorporated herein and made a part hereof.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Schedule A

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COOPERATOR SIGNATURE <i>Belinda Garland</i> (Signature of Signatory Official)	11.B. DATE SIGNED 4-18-18	11.C. U.S. FOREST SERVICE SIGNATURE <i>Elaine Kohrman</i> (Signature of Signatory Official)	11.D. DATE SIGNED 5/9/18
11.E. NAME (type or print): BELINDA GARLAND		11.F. NAME (type or print): ELAINE KOHRMAN	
11.G. TITLE (type or print): COUNTY MANAGER		11.H. TITLE (type or print): FOREST SUPERVISOR	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: <i>Karen Dykes Y Montano</i> KAREN DYKES Y MONTAÑO U.S. Forest Service, Grants Management Specialist	12.B. DATE SIGNED 4/27/18
---	------------------------------



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

National Forest Cooperative Agreement Road Classification

- | <u>Category</u> | <u>Description</u> |
|-----------------|---|
| A | <p><u>USDA Easements or Special Use Permits to County</u></p> <p>County has jurisdiction and responsibility for road construction, operation and maintenance. This includes signing. County highways should not be listed on the Cooperative Agreement. It is appropriate to list secondary roads that carry a significant amount of Forest traffic. When these roads are listed on the Cooperative Agreement, the Forest Service may enter into project agreements. As approved by the County, the Forest Service may erect and maintain directional and informational signs.</p> |
| B | <p><u>Roads Primarily Serving Residential Traffic with very Minor Forest Traffic</u></p> <p>Forest Service has legal jurisdiction on National Forest Land. County will assume maintenance responsibility including surface, drainage, warning and regulatory signing. Forest Service will assist in major repairs where the adjacent land resource is threatened or repair exceeds the routine maintenance activities permitted. Directional signing will be erected and maintained by the Forest Service, unless otherwise agreed to.</p> |
| C | <p><u>Roads with a Mix of Residential and Other Private Traffic and Forest Administrative and User Traffic</u></p> <p>The County and Forest Service will share maintenance responsibilities. Warning, regulatory and directional signing will be Forest Service responsibility. Schedule "A" of the cooperative agreement will define which party has the primary maintenance responsibility. Schedule "A" will also list the number of annual planned surface and drainage occurrences.</p> |
| D | <p><u>Roads Primarily Serving Forest Administrative and Forest User Traffic</u></p> <p>The Forest Service will assume all maintenance responsibility including warning and regulatory signing. These roads should not be listed on the Cooperative Agreement.</p> |
| E | <p><u>Roads Serving Just a Few Residents but not Needed for Forest Management or if Needed, Level 2 (High Clearance) Maintenance is Adequate.</u></p> <p>The County will identify the roads they will maintain and will assume full maintenance responsibility including signing. These roads will be listed on the cooperative agreement. Roads not accepted by the County will not be maintained for passenger car traffic. The Forest Service will do what is needed for resource protection and Forest management needs. Encourage residents through permit or agreement to maintain roads to standards other than required for Forest Service needs.</p> |

Cibola National Forest

Torrance County, State of New Mexico

Dated _____

County Maintenance Cost per Mile: **\$225.00**

Signed: _____

Signed: _____

Schedule A

Road Name	USFS Road #	County Road #	Terminus	Mileage	County ROW	USFS ROW			USFS Road Right-of-Way	Maintenance Level	Maintenance Responsibility
						County has jurisdiction for law enforcement and inspection of safety and compliance	USFS jurisdiction to start and regulate the County and USFS have an agreement jurisdiction	USFS ROW			
					County ROW	Claimed (Full or partial equipment)	Own	Leasement	Restricted or Seasonally Closed	Maint. Level	Maintenance Responsibility
CIBOLA NF											
Tajique Canyon	55		forest bdy Section 9 to forest bdy Section 6	1.0	C			X		3	X
Riley Loop	321		Tajique to forest bdy	2.2	C			X		2	X
Total Miles				3.2							
Total Cost											\$720

Submit invoice to: **USDA Forest Service
Albuquerque Service Center
Payments - Grants and Agreements
101B Sun Avenue NE
Albuquerque, NM 87109**



Agenda Item

No. 7

1000A TO
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: LESTER GARY FIRE
First Last Department / Company / Organization Name

Today's Date: 7-18-2018 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: lgary@torrancecountyfire.com

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

Brief explanation of business to be discussed:
Discussion And Approval to establish two EMT-Firefighter positions.

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. 8



TORRANCE COUNTY

RESOLUTION # 2018-_____

**A RESOLUTION RELATING TO FINANCE;
ADOPTING THE PROPOSED 2018-2019 FISCAL YEAR BUDGET; AND REQUESTING
STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL
GOVERNMENT DIVISION, BUDGET AND FINANCE BUREAU APPROVAL**

WHEREAS, the Governing Body of Torrance County, New Mexico, has developed a budget for the 2018-2019 fiscal year; and

WHEREAS, the budget was developed on the basis of need and through cooperation with all user departments, elected officials, and department directors; and

WHEREAS, official meeting(s) for the review of the budget were advertised in compliance with the State Open Meetings Act, and

WHEREAS, it is the majority opinion of this Governing Body that the proposed budget meets the requirements as currently determined for the 2018-2019 fiscal year; and

NOW THEREFORE, BE IT RESOLVED by Torrance County Commission.

DONE at Estancia, New Mexico this 25th day of July, 2018

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3



*Agenda Item
No. 9*



TORRANCE COUNTY
RESOLUTION # 2018 -

WHEREAS, the Governing Body in and for the County of Torrance, has reviewed the Fourth Quarter Report for Fiscal Year 2017-2018, and;

WHEREAS, said Fourth Quarter Report was completed using current Torrance County figures and balances and compiled into the Department of Finance and Administration's approved forms by the Torrance County Finance Department, and;

WHEREAS, the Fourth Quarter Report is hereto attached, and;

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Torrance County hereby finds the Fourth Quarter Report to be accurate and true and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

DONE at Estancia, New Mexico, Torrance County this 25th day of July 2018.

TORRANCE COUNTY COMMISSION

James W. Frost, District 1

Attest:

Julia DuCharme, District 2

County Clerk

Javier E. Sanchez, District 3



*Agenda Item
No. 10*



Agenda Item

No. 11



*Agenda Item
No. 12*

10 DUA 40
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: Belinda Garland Manager
First Last Department / Company / Organization Name

Today's Date: 7-10-18 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:

Ratification: Contract Between Torrance County and Old Story Pictures, LLC

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

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: _____

Location Use Agreement

1. The undersigned "Owner" hereby grants to Old Story Pictures, LLC ("Company") the right to use the property located at Torrance County Sheriff's Office, 903 N. 5th Street, Estancia NM 87016 (the "Property"), during production of the project currently-entitled " Unt. Michael Petroni Project " ("the "Project") for the purpose of recording certain scenes for the Project, including, without limitation, photographing the Property and reproducing the Property elsewhere for the purpose of photographing the same, including the identifying features thereof, accurately or otherwise, and/or for the purpose of filming a scene for a television series for a period of 3 day(s) commencing on or about 6 -29 (prep), 2018 (subject to change and/or extension on account of weather conditions or changes in the production schedule). If Company requires use of the Property for additional time periods in connection with the Project, Owner shall permit Company to re-enter upon and again use the Property for such purpose.

2. As consideration for the rights herein granted, and provided Company actually does so enter and use the Property, and in consideration for losses which may be sustained by Owner as a result of Company's use of the Property, Company agrees to pay Owner the sum of \$3000 - June 29, 2018 (prep) \$750 / July 2, 2018 (film) \$1500 / July 3, 2018 (wrap) \$750 as payment in full.

3. All rights of every kind in and to all photographs and sound recordings made by Company hereunder (including, but not limited to, the right to exhibit throughout the world in perpetuity any and all scenes photographed or recorded by Company at and of the Property or reproduction of the Property) shall be and remain vested in Company, its successors, assigns, and licensees. Owner agrees, for itself, its tenants, and its successors, not to sue Company for any use whatsoever of Company's rights hereunder, whether or not such use is, or may be claimed to be defamatory, untrue or censurable. Company shall have no obligation to use the Property or include the Property in the Project.

4. Company agrees to use care to prevent damage to the Property, and will reimburse Owner and hold Owner harmless from any verifiable and substantiated claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage resulting directly from any act of negligence on Company's part in connection with the use of the Property as provided hereunder. Company shall provide Owner, prior to the use of the Property, with evidence of commercial general liability insurance in an amount of One Million Dollars (\$1,000,000) naming Owner as an additional insured party thereon.

5. Owner retains Owner's right to recover money damages in the event of any breach by Company of this Agreement. Owner will not have any right to terminate or rescind this Agreement or any right granted to Company hereunder after the completion of Company's use of the Property. In no event may Owner try to seek to enjoin or to obtain an injunction, or to restrain the distribution, marketing or other exploitation of the Project.

6. Owner hereby warrants and represents that Owner has full right and authority to enter into this Agreement and that the consent of no other party is necessary for Company to use the Property as described above. Owner hereby indemnifies Company from and against any and all liabilities, damages, claims and costs (including attorneys' fees) caused by, arising from, or related to any breach or alleged breach of the representations and/or warranties made by Owner in this Agreement.

7. Company shall be deemed to have fully and properly vacated the Property and shall be relieved of any and all obligations in connection with the Property unless Owner, within forty-eight (48) hours after Company leaving the Property, informs Company in writing of any damage to the Property and/or restoration not completed to Owner's reasonable good faith satisfaction.

8. Owner shall not disclose or disseminate any information to any third party with regard to this Agreement and/or Company's use of the Property as set forth herein, and shall not use any name, logo, Project title, trademark or other proprietary mark of Company or of its licensees or assigns in any manner, unless authorized by Company, in writing, or required by law. Owner agrees that any violation of the foregoing provision shall constitute a material breach of this Agreement, which will cause irreparable harm to Company and/or the exhibitor of the Project entitling Company to seek or obtain injunctive and other equitable relief (without posting bond) to prevent and/or cure any breach or threatened breach of this paragraph by Owner.

9. This Agreement shall be governed by the laws of the State of New Mexico. The parties consent to the exclusive jurisdiction and venue of the federal and state courts in New Mexico for purposes of any proceeding arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

Date: _____

Old Story Pictures, LLC
("Company")

By: _____
Its: _____

ACCEPTED AND AGREED:

Belinda Garland
("Owner")

By: Belinda Garland
Its: Torrance County
Business Address: PO Box 48
Estancia, NM 87016
Phone: 505-544-4702



*Agenda Item
No. 13*

Belinda Garland

From: Randall, Michelle, CYFD <Michelle.Randall@state.nm.us>
Sent: Thursday, July 12, 2018 12:16 PM
To: Belinda Garland
Cc: Varela, Cindy M., CYFD
Subject: RE: Contract with Children, Youth, and Families Department
Attachments: 19-15201 Torrance County.pdf

Good Afternoon,

Please find attached the scanned copy of your fully executed contract (19-690-15201).

Thank you

Michelle Taylor
Contracts Manager
State of NM, CYFD
Contract Development Unit
1120 Paseo de Peralta
P.E.R.A Building Room 101
Telephone: 505-827-4039
E-Mail: michelle.randall@state.nm.us

REPORT CHILD ABUSE OR NEGLECT # SAFE (#7233) from a cell phone or 1-855-333-SAFE .

Confidentiality Notice: The information transmitted with this e-mail, including all attachments is confidential. It is intended only for the recipient designated above. If you receive this information in error, it is an inadvertent disclosure and not a waiver of any applicable privilege or propriety information. Please notify the Office of the Secretary by telephone (505) 827-7602, so the information can be retrieved at no cost to you. Dissemination of the information in this transmission by any one other than the intended recipient is unauthorized.

From: Randall, Michelle, CYFD
Sent: Tuesday, May 08, 2018 11:50 AM
To: 'bgarland@tcnm.us' <bgarland@tcnm.us>
Cc: Varela, Cindy M., CYFD <cindy.varela@state.nm.us>
Subject: Contract with Children, Youth, and Families Department
Importance: High

Good Morning,

Attached is the contract between your Agency and the New Mexico Children, Youth and Families Department that requires your signature. Please print (**single sided**) out and sign (original signature) **four (4) copies** of the contract and return all four (4) of them to me **by May 18, 2018** (overnight mail) to the address listed below. Thank you for your prompt response.

Return signed contracts to my attention at:
Children, Youth and Families Department
Contracts Section
P.O. Drawer 5160
P.E.R.A Building, Room 101

Santa Fe, New Mexico 87501

Overnight mail address:
1120 Paseo de Peralta
P.E.R.A Building, Room 114
Santa Fe, New Mexico 87501

Please feel free to contact your Program Manager should you have any questions regarding the specifics of this contract. You can call me at 505-827-4039, if you have any questions or concerns about the processing of this contract. If you have difficulties opening the attached document, please let me know.

Thank you

Michelle Taylor
Contracts Manager
State of NM, CYFD
Contract Development Unit
1120 Paseo de Peralta
P.E.R.A Building Room 101
Telephone: 505-827-4039
E-Mail: michelle.randall@state.nm.us

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**STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
JJAC Continuum and Compliance Monitoring
AGREEMENT**

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

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

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

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

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

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Eighty Nine Thousand Seven Hundred Dollars and Zero Cents (\$89,700.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

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

ARTICLE V. Return of Funds

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

ARTICLE VI. Termination of Agreement

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement.

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

ARTICLE VIII. Maintenance of Records

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

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

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

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

ARTICLE XI. Assignment

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

ARTICLE XII. Applicable Law

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

ARTICLE XIII. Acquisition of Property

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

ARTICLE XIV. Liability

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

ARTICLE XV. Execution of Documents

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

ARTICLE XVI. Sub-Contracts

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

ARTICLE XVII. Equal Opportunity Compliance

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

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

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

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

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

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

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

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

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

ARTICLE XXI. Background Checks

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

ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996

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

ARTICLE XXIII. Appropriations

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

ARTICLE XXIV. Suspension and Debarment Form

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

ARTICLE XXV. Federal Award Identification

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

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

Contractor – TORRANCE COUNTY

Belinda Horland
Authorized Signatory

Date: 6-14-18

Torrance County Manager
Printed Title of Authorized Signatory

[Signature]
Legal Counsel, Contractor

Date: 6-14-18

Agency – New Mexico Children, Youth and Families Department

[Signature]
Secretary or Designee, CYFD

Date: 6/21/18

Rubitegese for
Chief Financial Officer, CYFD

Date: 6/22/18

Approved as to legal form and sufficiency.

[Signature]
Office of General Counsel, CYFD

Date: 6/18/18

Attachment 1 – Scope of Work
Torrance County

Goal:

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

Objective:

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

Activities:

The Contractor shall:

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

The CAB will:

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

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

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

- day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
4. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide the Agency standardized progress reports monthly;
 6. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services;
 - b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
 7. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Grant and Title II Formula, Grant, submitted for state fiscal year 2018, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. RAC Program;
 2. Gender Specific.

Duties and Responsibilities:

The Contractor shall:

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

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

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

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

<u>Agency</u>	<u>Contractor</u>
Cindy Varela	Belinda Garland
JJAC Grant Manager	Torrance County Manager
Children, Youth and Families Department	Torrance County
P.O. Drawer 5160, Room 541B	P.O. Box 48
Santa Fe, NM 87502	Estancia, NM 87016
(P) 505-629-3223	(P) 505-544-4700

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

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution,

or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

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

The Agency shall:

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

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

Data Collection:

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

Demographics:

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

Core Measures:

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

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

CYFD Performance Measures:

- A. **Alternatives to Detention:**
 - 1. Number of detention alternative program options;
 - 2. Number of program youth receiving risk assessments (RAI); and
 - 3. Number of program youth who return to all scheduled hearings.
- B. **Delinquency Prevention:**
 - 1. Number of parents served;
 - 2. Number of program youth who received services for substance use;
 - 3. Number of program youth with noted behavioral change;
 - 4. Number of program youth who received services for this behavior;
 - 5. Number of program youth with improved school attendance;
 - 6. Number of program youth who received services for this behavior;
 - 7. Number of program youth who exited the program having completed the program requirements.
- C. **Diversion:**
 - 1. Total number of program youth who received services for this behavior;
 - 2. Number of youth with noted behavior change;
 - 3. Number of first time offenders; and
 - 4. Number of youth formally processed.
- D. **Mentoring:**
 - 1. Total number of mentors;
 - 2. Total time, in days, of service across all mentors for this reporting period;
 - 3. Number of youth in the program who received services for this behavior;
 - 4. Number of youth in the program with noted behavior change;
 - 5. Number of mentors who returned the survey;
 - 6. Number of mentors who reported being satisfied with the program;
 - 7. Number of volunteer advocates in the program; and
 - 8. Number of volunteer advocates remaining active until case completion.

E. Restitution/Community Service:

1. Amount of restitution owed this reporting period;
2. Amount of restitution paid this reporting period;
3. Amount of restitution carried over from last reporting period;
4. Number of current program youth charged with a probation violation;
5. Number of crime victims served by the program;
6. Number of crime victims served that returned a survey; and
7. Number of crime victims who report being satisfied with the program.

F. Restorative Justice:

1. Number of case dispositions;
2. Number of case dispositions that included restorative justice;
3. Number of crime victims;
4. Number of crime victims to participate in restorative justice;
5. Average time in hours spent by the victims' advocates with victims;
6. Average number of contacts between victim and victim advocates;
7. Number of cases in which community members had input into the offender disposition;
8. Number of offenders ordered to pay restitution;
9. Number of offenders that pay restitution;
10. Total number of offenders handled;
11. Number of youth to have restorative justice requirements; and
12. Number of youth to successfully complete their restorative justice requirements.

Program Specific Performance Measures:

A. RAC Program:

1. Program will report the number of youth served and their demographics;
3. 60% of youth will complete the JIFF or Ansell-Casey Assessment;
3. 50% of youth will successfully complete the program; and
4. Less than 40% of youth will re-offend after a 45 day follow-up period.

B. Gender Specific:

1. At Least 60% of youth will complete the program;
2. At least 30% of youth will report higher school attachment and engagement; and
3. At least 30% of youth will report higher confidence or body image.

PullTogether Language

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.

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

Attachment 2 – Budget
Torrance County

The Contractor shall be paid at the following rate:

<u>Description</u>	<u>Amount</u>
A. <u>Continuum and Board Activities:</u>	
Continuum Coordinator	= \$33,000
Travel	= 600
Youth Committee Members	= <u>300</u>
	<u>\$33,900</u>
 B. <u>RAC Program:</u>	
Based on serving 250 youth	
RAC Services	\$250 x 180 Days = <u>\$45,000</u>
 C. <u>Gender Specific</u>	
Based on serving 80 youth	
Boys Council	\$150 x 36 Session = \$ 5,400
Girls Circle	\$150 x 36 Session = <u>5,400</u>
	<u>\$10,800</u>
 Total Grant Award not to exceed:	 <u>\$89,700</u>

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

Budgeted and contracted Grant Amount	\$89,700
40% Minimum Match Liability for Torrance County	<u>35,880</u>
Projected Budgeted Amount	\$125,580

* Per diem allowances for food and lodging, 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: Juvenile Continuum Grant Fund (State General Fund)

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised February 16, 2017

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

ADMINISTRATIVE STANDARDS

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

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

For All Contractors

Personnel

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

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

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

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

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

Physical Facilities

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

FISCAL STANDARDS

For All Contractors

Compliance

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

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

Insurance

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

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger

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

Reports

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

Retention of Records

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

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

Audits

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

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

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

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

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

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

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division

<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule

http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

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

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

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

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

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

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

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

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

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

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

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

By Belinda Starland
Contractor

Date: 6-14-18

Attachment 6

Children, Youth and Families Department

Federal Award Identification

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

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



*Agenda Item
No. 14*

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



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: Belinda Garland Manager
First Last Department / Company / Organization Name

Today's Date: 7-12-18 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:

Approval of Amendment No. 2 to Agreement
No. 2016-0378 - CORR/TR
Between Santa Fe County and Torrance County

Is this a Resolution, Contract, Agreement, Grant Application, Other? Amendment to Contract

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: _____

**AMENDMENT NO. 2 TO
AGREEMENT NO. 2016-0378-CORR/TR
BETWEEN SANTA FE COUNTY AND TORRANCE COUNTY**

THIS AMENDMENT is made and entered into as of this _____ day of _____, 2018, by and between **Santa Fe County**, hereinafter referred to as "County", and **Torrance County**, hereinafter referred to as "Contractor".

WHEREAS, on June 5, 2016, the County and the Contractor entered into Agreement No. 2016-0378-CORR/TR ("Inmate Confinement Agreement"), to provide for SFCADF's incarceration, care and maintenance of inmates from Torrance County; and

WHEREAS, by this Amendment No. 2 the parties wish to modify the Inmate Confinement Agreement to clarify the SFCADF's initial intake or processing of inmates transported from Contractor's County pursuant to this Inmate Confinement Agreement.

NOW THEREFORE, the parties agree as follows:

1. Article 1 (HOUSING OF INMATES) of the Inmate Confinement Agreement is amended by inserting the following paragraph as subpart A:

A. Initial processing or intake of Contractor's inmates. Inmates who Contractor requests to be housed at SFCADF under this Agreement will require legal supporting documentation to evidence lawful incarceration of the inmate(s), such as a completed criminal complaint, probable cause statement with respective arresting charges identified on a Booking Authority form (to include appropriate references to state laws), and/or a valid government warrant.

2. Article 8 (MEDICAL CARE), subparagraph A (Routine on-Site Care) of the Inmate Confinement Agreement is amended by inserting the following paragraphs as subparts (i), (ii) and (iii):

(i) Initial medical assessment of Contractor's inmates. Inmates being transported to SFCADF from Contractor's county (Torrance County) for housing under this Agreement will be screened by SFCADF medical professionals to ensure the inmate(s) are safe to house at SFCADF. If injuries are noted as cause for concern and in need of further medical attention before acceptance into SFCADF, Contractor's arresting/transporting officer will be advised that an inmate(s) will require a clearance from a local hospital physician. SFCADF will not accept any of Contractor's inmate(s) who are identified as possible health or safety risks without first being cleared by a local licensed physician.

(ii) Release of Contractor's inmates. Upon receipt of a court ordered Release Order, SFCADF will cross reference such Release Order with

those criminal charges identified on the inmates Booking Authority form and ensure no other criminal charges are pending. A final NCIC will be run to ensure a check and balance process is established. Once an inmate's court ordered Release Order is received and verified (with no other criminal charges being identified) then SFCADF will immediately start the process of release. **NOTE: SFCADF will not postpone an inmate's court ordered Release process for purposes of waiting approval from Contractor.**

(iii) Medical care upon initial intake of Contractor's inmates. SFCADF will immediately transport inmates identified as having a serious health or medical issue as determined by SFCADF's medical professionals, for further medical attention from a local hospital physician. This decision will be made solely by SFCADF's medical doctor and/or designee with no postponement that would delay an inmate from being transported out for medical care.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

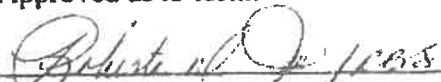
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

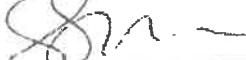


R. Bruce Frederick
Santa Fe County Attorney

3/20/18

Date

Finance Department



Stephanie S. Clarke
Finance Director

3/21/18

Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

COPY

**AMENDMENT NO. 1 TO
INMATE CONFINEMENT AGREEMENT No. 2016-0378-CORR/TR
BETWEEN SANTA FE COUNTY AND TORRANCE COUNTY**

THIS AMENDMENT is made and entered into as of this 12th day of October, 2017 by and between Santa Fe County, hereinafter referred to as "County", and Torrance County, hereinafter referred to as "Contractor".

WHEREAS, on June 5, 2016, the County and the Contractor entered into Agreement No. 2016-0378-CORR/TR ("Agreement"), for incarceration, care and maintenance of inmates; and

WHEREAS, Article 2 "COMPENSATION" established a rate of compensation for these services; and

WHEREAS, by this Amendment No. 1 the parties wish to modify the compensation payable to the County for housing the Contractor's inmates.

NOW THEREFORE, the parties agree as follows:

1. Article 2 "COMPENSATION" is hereby deleted in its entirety and replaced with the following:

A. The Contractor shall pay the County according to the schedule below for each of Contractor's inmates who, for each full or partial calendar day, are housed at Santa Fe County Adult Detention Facility (SFCADF). SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.

Period:	Cost per full or partial calendar day, per inmate
June 2016 – September 2017	\$95.00
October 2017 – June 2018	\$68.00
July 2018 – June 2019	\$70.00
July 2019 – June 2020	\$72.00

The aforementioned costs will be effective only if the Contractor's inmate population count is 40 or greater. If at any time the Contractor's inmate count falls to 39 or below, the cost will be \$85.00 per inmate, per full or partial calendar day until the count is again 40 or greater.

2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.


SANTA FE COUNTY:



Katherine Miller,
Santa Fe County Manager

10.12.17
Date


Approved as to form:



Gregory S. Shaffer,
Santa Fe County Attorney

10-10-17
Date

Finance Department:



Don D. Moya,
Santa Fe County Finance Director

10.10.17
Date

CONTRACTOR:



Authorized Signature


10-12-17
Date



Print Name



Print Title

 COPY

**AGREEMENT
FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND TORRANCE COUNTY**

THIS AGREEMENT is entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and TORRANCE COUNTY, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the Contractor is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for a crime in the Contractor's County who are either: (i) in need of housing while being conveyed or awaiting conveyance to the jail of the Contractor's County; (ii) or in imminent danger and are housed in the Contractor's facility;

WHEREAS, the County owns and operates the Santa Fe County Adult Detention Facility (SFCADF) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to house Contractor's inmates from time-to-time as set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **HOUSING OF INMATES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's SFCADF, upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the SFCADF is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 (1983), and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the SFCADF meet the minimum criteria established by these statutes and laws and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The Contractor shall pay the County a cost of \$95.00 per day for each full or partial calendar day for a Contractor's inmate who is housed at SFCADF. SFCADF has the option to review and adjust this fee upon the anniversary date of this Agreement.
3. **CONDITIONS OF HOUSING.** The County will house all of Contractor's inmates consistent with SFCADF's prevailing policies, post orders and other

routine practices, unless additional housing policies are specified by an appendix to this Agreement.

4. **INVOICES.** The County shall invoice the Contractor for all persons housed at the SFCADF on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, the dates of housing, the booking number, the total number of days billed, the medical costs incurred, if any, and the total inmate costs for the month. The Contractor shall pay the invoice in full within 30 days of receipt. If an invoice is not paid within 45 days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.
5. **INMATE APPROVAL.** The SFCADF Warden or designee shall have the right to refuse housing for any reason to any person proposed for housing in the SFCADF.
6. **TRANSPORTATION.** Contractor shall be responsible for all transportation costs for its inmates to and from SFCADF. In the event medical treatment is required outside of the SFCADF, the County shall transport persons for such treatment. In such event, Contractor shall pay the costs of the secure transportation as set forth in Paragraph 8, "Medical Care," section C.
7. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from inmates upon arrival at SFCADF. The County shall not be responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as the inmate's sentence from the Contractor has not been completed, or charges remain pending in the Contractor's County.
8. **MEDICAL CARE.**
 - A. **Routine on-Site Care.** The County shall provide routine medical care, routine dental care, and routine mental health care for Contractor's inmates at the SFCADF.
 - B. **Prescription Pharmaceuticals.** The Contractor shall be responsible for and shall reimburse the County for any pharmaceutical costs incurred by Contractor's inmates housed at SFCADF.
 - C. **Off-Site Care.** The Contractor shall be responsible for all costs of medical, dental and mental health care for Contractor's inmates at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile, to and from an appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for

officers providing security during the period of any off-site medical confinement that exceeds 24 hours.

- D. **Prison Rape Elimination Act.** SFCADF will comply with provisions of the Prison Rape Elimination Act of 2003 ("PREA"), codified at 42 U.S.C. Sec. 15601 et seq., and with all applicable PREA standards for preventing, detecting, monitoring and investigating any form of sexual abuse within SFCADF.
9. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is one year. Unless either party provides 60 days written notice to the other party of its intent not to renew this Agreement, this Agreement will automatically renew in one-year increments not to exceed a total of four years.
10. **TERMINATION.** This Agreement may be terminated by either party upon 60 days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from SFCADF. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of \$255.00 per day beginning on the 61st day. Upon termination of this Agreement, the County is under no obligation to accept the Contractor's inmates.
11. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.
12. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
13. **SUBCONTRACTING.** The County may subcontract services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCADF is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within 24 hours of the transfer.
14. **RECORDS AND AUDIT.**
- A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and

correspond to inmate housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

- B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCADF under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's inmate incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.
15. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. **MERGER.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
18. **ACCESS BY CONTRACTOR.** The Contractor, with prior approval and consent of the Director of SFCADF, may inspect the conditions under which Contractor's inmates are housed at SFCADF. Access to SFCADF shall be coordinated through the Director of SFCADF, the Warden or their designee.
19. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor:


Authorized signatory

Date: May 25, 2016

LeRoy M. Candelana
Printed title of authorized signatory

Santa Fe County


Katherine Miller, Santa Fe County Manager

Date: 5-31-16

Approved as to form:


Gregory S. Shaffer, County Attorney

Date: 6-2-16

Finance Department


Carole H. Jaramillo, Director

Date: 6/3/16