



**T**ORRANCE **C**OUNTY  
**COMMISSION MEETING**  
**APRIL 24, 2019**  
**9:00 A.M.**

FOR PUBLIC VIEW, DO NOT REMOVE



## ***Torrance County***

BOARD OF COUNTY COMMISSIONERS (BCC)

**Ryan Schwebach**, Chair

**Kevin McCall**, District 1

**Javier Sanchez**, District 3

**Wayne Johnson**, County Manager

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### **ADMINISTRATIVE MEETING AGENDA**

**WEDNESDAY, APRIL 24th, 2019 @ 9:00 AM**

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
  - A. COMMISSION:** National Public Safety Telecommunicators Week
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. COMMISSION:** Motion to approve the April, 10 2019 Torrance County Board of County Commission Minutes
- 9. APPROVAL OF CONSENT AGENDA**
  - A. FINANCE:** Motion to approve the Consent Agenda
- 10. PUBLIC HEARING/ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
  - A. COMMISSION: PUBLIC HEARING – ADOPTION OF ORDINANCE # \_\_\_\_.**  
Approval of issuance of up to \$675,000,000 of Torrance County Industrial Revenue Bonds to provide funds to finance the acquisition, construction, equipping and installation of the La Joya Wind LLC Project.

**B. COMMISSION: FINAL ACTION** on Public Hearing held on January 23, 2019. Motion to adopt Ordinance # \_\_\_\_\_ (Previously Identified as Ordinance # 2019-01); increasing the number of Commissioners on the Board of County Commissioners from 3 members to 5.

**11. ADOPTION OF RESOLUTION**

**A. COMMISSION:** Ratify FY18 Audit Report presented at the March 27, 2019 Torrance County Commission Administrative Meeting as Resolution No. 2019 \_\_\_\_\_

**B. FINANCE:** Budget Increase, Resolution No. 2019 \_\_\_\_\_

**C. FINANCE:** Line Item Transfers, Resolution No. 2019 \_\_\_\_\_

**12. APPROVALS**

**A. MANAGER:** Motion to authorize the County Manager to execute the Children, Youth and Families Department Alternative to Detention Services for JJS Contract for FY20.

**B. DWI:** Approval of Local DWI Grant Amendment – 19-D-J-G-31 Amendment 1

**C. FIRE:** Discussion & Approval of Torrance County Fire Department fund roll over to the State Fire Marshal's Office for all Fire Districts

**D. FIRE:** Discussion & Approval of Torrance County Fire Department Policy & Procedures/SOG Manual Section 1. Sections 2, 3 and forms were approved by previous Commissions.

**E. SHERIFF:** Deputy Salary increase, Patrol Sergeant Positions

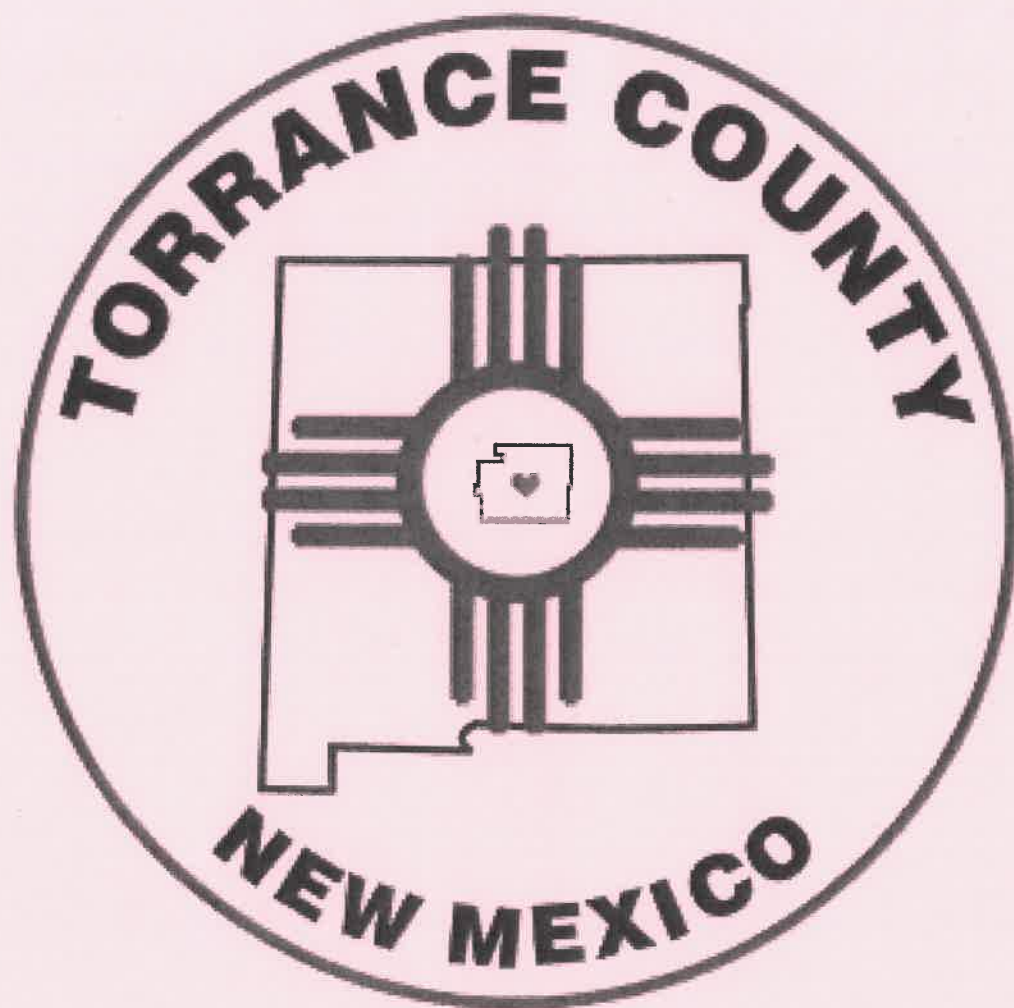
**13. DISCUSSION**

**A. GRANT COORDINATOR:** Consideration of New Mexico True Grants.

**14. EXECUTIVE SESSION**

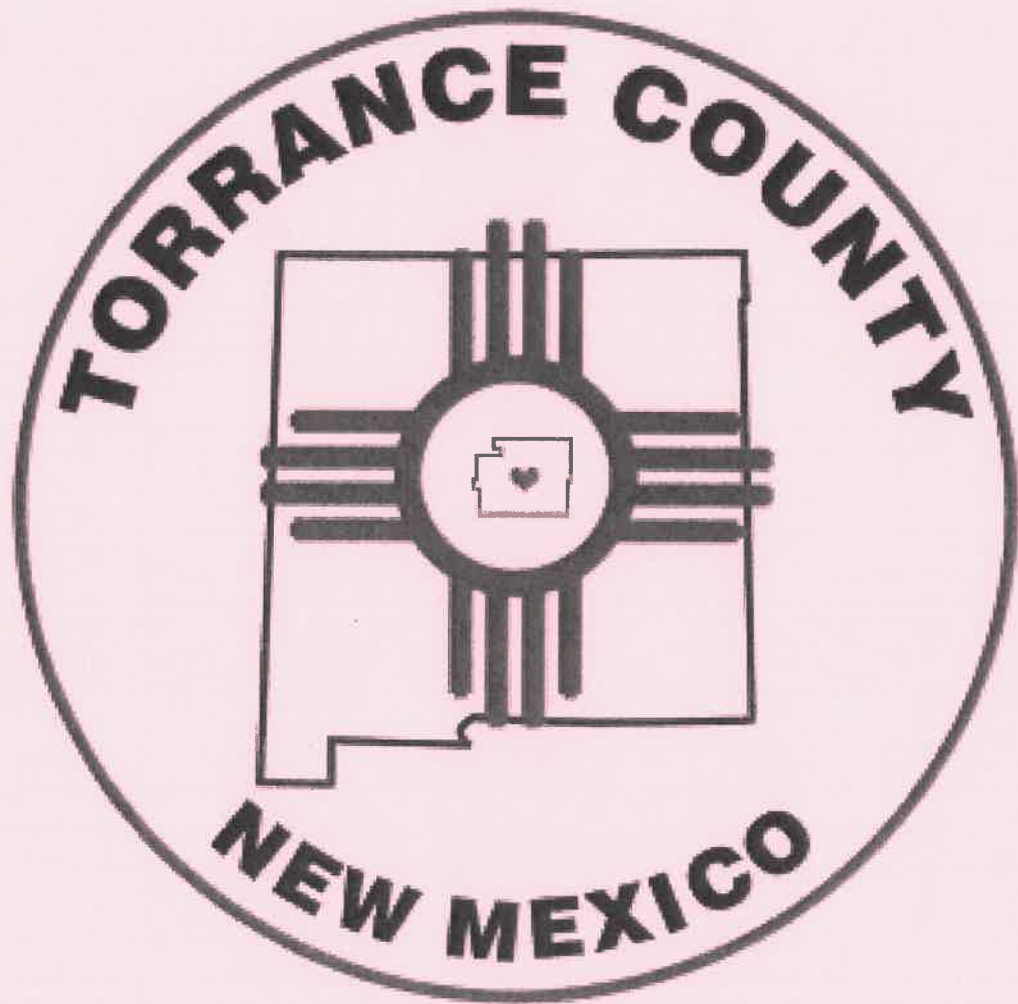
**15. Announcement of the next Board of County Commissioners Meeting:**

**16. Signing of Official Documents**



*Agenda Item*  
*No. 1*

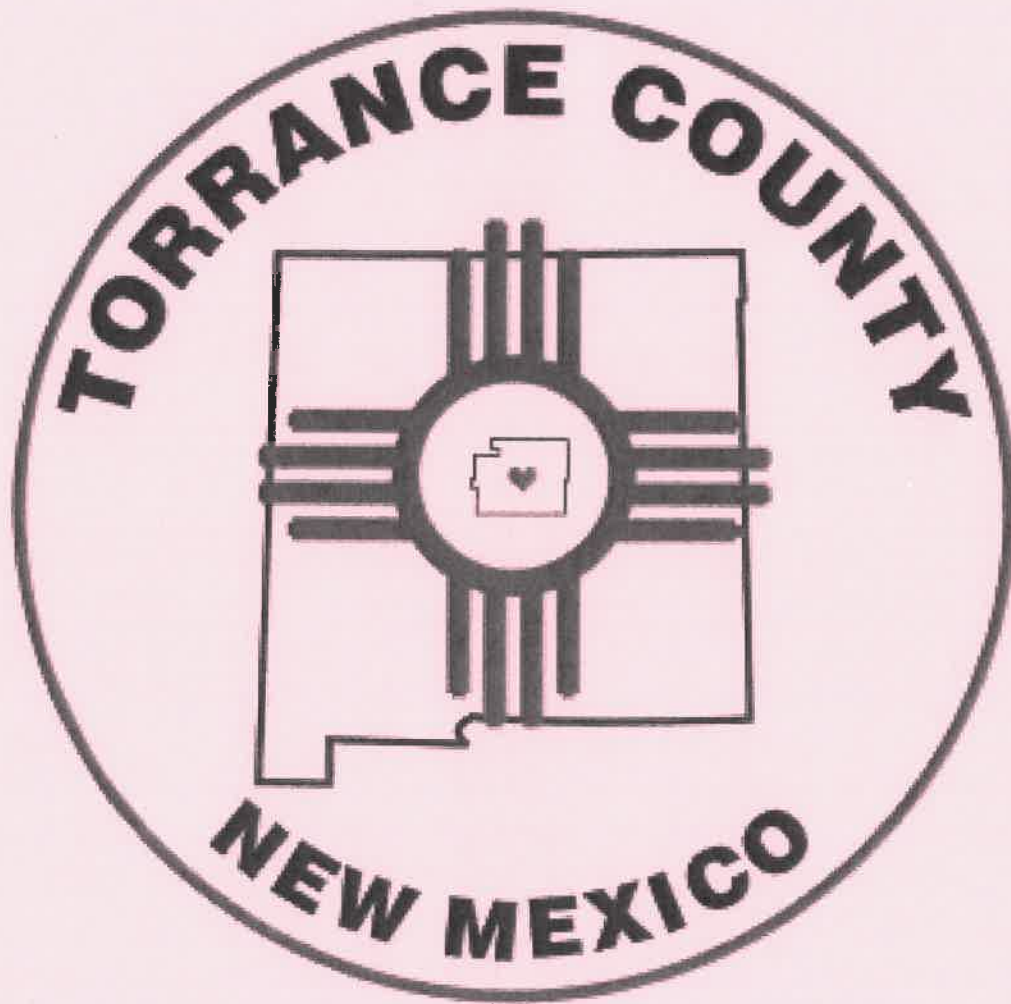




*Agenda Item*  
*No. 2*



*Agenda Item  
No. 3*



*Agenda Item  
No. 4-A*

*Proclamation*

National Public Safety Telecommunicators Week

April 14-20, 2019

**WHEREAS** emergencies can occur at anytime that require police, fire or emergency medical services; and,

**WHEREAS** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

**WHEREAS** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Torrance County emergency communications center; and,

**WHEREAS** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

**WHEREAS** Public Safety Telecommunicators of the Torrance County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**WHEREAS** each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**THEREFORE** Be It Resolved that the Board of Commissioners of Torrance County declares the week of April 14-20, 2019 to be National Public Safety Telecommunicators Week in Torrance County, in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019

Governor/County Executive/Mayor \_\_\_\_\_

New Mexico, Torrance County



*Agenda Item  
No. 5*

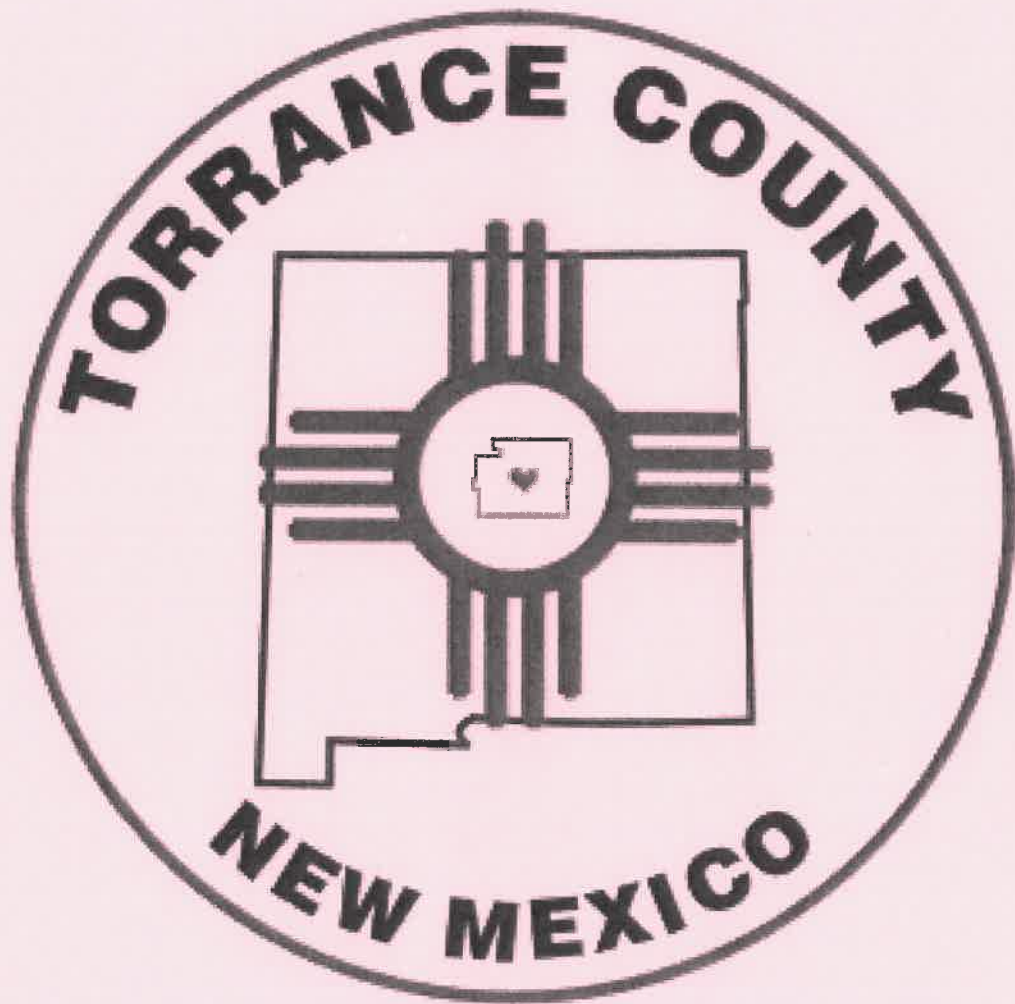


*Agenda Item  
No. 6*





*Agenda Item  
No. 7*



*Agenda Item  
No. 8-A*



**DRAFT COPY  
TORRANCE COUNTY BOARD OF COMMISSIONERS  
COMMISSION MEETING  
APRIL 10, 2019**

**COMMISSIONERS PRESENT:** RYAN SCHWEBACH -CHAIRMAN  
KEVIN MCCALL –DISTRICT 1  
JAVIER SANCHEZ –DISTRICT 3

**OTHERS PRESENT:** WAYNE JOHNSON-COUNTY MANAGER  
LINDA JARAMILLO-CLERK  
YVONNE OTERO-ADMIN. ASST.

**1.) CALL MEETING TO ORDER**

Chairman Schwebach calls the April 10<sup>th</sup>, 2019 Commission Meeting to order at 9:04 A.M.

**2.) PLEDGE AND INVOCATION**

**Pledge lead by Chairman Schwebach**

**Invocation lead by Nick Sedillo**

**3.) CHANGES TO THE AGENDA**

There were no changes made to the agenda.

**4.) PROCLAMATIONS**

There were no proclamations presented.

**5.) CERTIFICATES AND AWARDS**

There were no certificates or awards presented.

**6.) BOARD AND COMMITTEE APPOINTMENTS**

There were no board or committee appointments made.

**7.) PUBLIC COMMENT AND COMMUNICATION**

a.) Albert Beckwith states that this is his 4<sup>th</sup> time coming before the Commission in an attempt to resolve an ongoing issue. He sent this issue to Congresswoman Grisham that stated she would send all needed materials to this area to have it rectified. It is now a year and a half later and nothing has been done. Mr. Beckwith has pleaded with the owners that said it would stop. It hasn't and he is unclear as to why it continues. He was told by the locals that he shouldn't

stand up and be an American. Mr. Beckwith states that he is a disabled veteran that fought for this country and is proud of America. He has a right to speak and live in peace and harmony with his neighbors and not have his space invaded.

Mr. Beckwith states that he has applied for a speed limit sign to be put up in his road and nothing has been done. The offender has a speed limit sign down his road. Mr. Beckwith states that he is offended by these people 7 days a week. He has gone to the Sheriff's Department as instructed, and was told that the men did not have the time to go out and hold his hand. Mr. Beckwith states that he was not asking for sympathy, he was asking that the laws be enforced. This could very easily be rectified, there are children in the area and people that like to ride horses and bicycles. There is no law enforcement that patrol the McIntosh area.

**Chairman Schwebach** tells Mr. Beckwith that they should speak one on one after the meeting.

**Wayne Johnson** would like for Chairman Schwebach and Mr. Beckwith to know that he went out to the location. There is no speed limit posted in the area of this property. Mr. Johnson has instructed the road supervisor to place a sign in that area. The major issue as to whether or not someone is speeding on a county road, is not a Commission issue. There is not enforcement power other than the Commission setting the speed limit. Enforcing the speed is a Sheriff's Department issue. It is up to that department to decide whether or not they will go out and police the area or set up a speed trap. We will speak with the Sheriff to see what he can do about this issue.

## **8.) APPROVAL OF MINUTES**

**A.) COMMISSION:** Motion to approve the March 27<sup>th</sup>, 2019 Torrance County Board of County Commissioners Minutes

**Chairman Schwebach** asks for a motion to approve the March 27<sup>th</sup>, 2019 Torrance County Board of County Commissioners Minutes.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the March 27<sup>th</sup>, 2019 Board of County Commissioners Minutes. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

## **9.) APPROVAL OF CONSENT AGENDA**

**A.) COMMISSION:** Motion to accept FY2018 Audit Report presented March 27<sup>th</sup>, 2019 Torrance County Commission Administrative Meeting.

**Chairman Schwebach** asks for a motion to accept the FY2018 Audit Report.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to accept the FY2018 Audit Report. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**B.) FINANCE:** Motion to approve the March 22<sup>nd</sup>, 2019-April 13<sup>th</sup>, 2019 Consent Agenda.

**Chairman Schwebach** asks for a motion to approve the March 22<sup>nd</sup>, 2019-April 13<sup>th</sup>, 2019 Consent Agenda.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the March 22<sup>nd</sup>, 2019-April 13<sup>th</sup>, 2019 Consent Agenda. **Commissioner Sanchez** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**C.) FINANCE:** Line Item Transfers 2019-22

**Chairman Schwebach** asks for a motion to approve Resolution 2019-22 Line Item Transfers.

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve Resolution 2019-22 Line Item Transfers. **Commissioner Sanchez** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

## **10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

**Wayne Johnson** states that Ms. McKinney is not present at the moment to present item A. She is stuck in traffic and should be here shortly and requests that the Commission proceed with item B and return to item A once Ms. McKinney is present.

**B.) COMMISSION FINAL ACTION:** Motion to approve an ordinance authorizing the sale of up to a maximum \$60,000,000.00 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction, and equipping of the NM Renewable Data Center II, LLC (Public Hearing)

**Wayne Johnson** states that Jill Sweeny, from the bond council, is present and will go over this particular IRB for the Commission.

**Jill Sweeny**, is with the firm of Sherman & Howard. This firm is representing the county in this IRB matter. What the Commission has before them is an ordinance authorizing the issuance and sale of Torrance County, NM taxable IRB (NM Renewable Development Data Center II, LLC) in the amount of \$60,000,000.00 to finance solar energy generating facilities for PNM. This project consists of the project site and various facilities and overlaps the city of Moriarty. This project is mostly in the unincorporated areas of the county and the electricity will serve Facebook (in Los Lunas) and other facilities.

The purpose of this particular ordinance is to authorize officers to take final action to move towards a closing on or before December 31<sup>st</sup>, 2019. Ms. Sweeny will now stand for questions if there are any.

**Chairman Schwebach** asks if there are any questions from the Commission. There being none he asks for a motion to approve Ordinance 2019-01 authorizing the sale of up to a maximum \$60,000,000.00 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction, and equipping of the NM Renewable Data Center II, LLC.

**ACTION TAKEN:** Commissioner McCall makes a motion to approve Ordinance 2019-01 authorizing the sale of up to a maximum \$60,000,000.00 of Torrance County Industrial Revenue Bonds to finance the acquisition, construction, and equipping of the NM Renewable Data Center II, LLC. Chairman Schwebach seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

A.) **COMISSION:** Motion to approve introduction and publication of an ordinance authorizing the sale of up to a maximum of \$75,000,000.00 of Torrance County Industrial Revenue Bonds to finance development, construction and install the High Lonesome Mesa Wind, LLC project.

Jill Sweeny from Sherman & Howard representing Torrance County introduces Katherine McKinney with the Modrall Sperling Law Firm who is representing the company in this project. What is before the Commission is an Ordinance, on first reading, relating to the issuance of taxable Industrial Revenue Bonds for the High Lonesome Mesa Wind, LLC repower project in the maximum amount of \$75,000,000.00. This will finance wind transformers, generation equipment, and associated electrical equipment. This will replace old and worn out facilities that were financed by the county in a 2008 IRB. This will be a standalone IRB and the 2008 will remain in place. There will be a sister transaction in 2019 should it please the Commission.

The PILOT negotiations will cover both the 2008 & 2019 IRB. Ms. Sweeny would like to draw the attention of the Commission to section 2 of the ordinance that the bonds will be issued for the purpose of financing, acquisition, and installation of the repower project. The amount will be \$75,000,000.00. The developer will be the company and the project is located entirely within the county on Mesa de Los Manos 9 miles south of the Village Willard.

The purpose of this ordinance is to approve the sale and terms, conditions and interest rate, and authorize the approval of documents and the delivery of bonds as we move forward. This is a first reading and the commission as not considered this project. We will be back May 8<sup>th</sup>, 2019.

Katherine McKinney states the she is with the Modrall Sperling Law Firm and they are the firms representing NextEra in this matter. This is a refurbishing of the equipment that was built with the 2008 bonds.

Chairman Schwebach states that he is familiar with the project, but is not sure that the public is and requests that Ms. McKinney give a brief summary about the project.

Katherine McKinney states that this will be within the confines of what currently exists at the High Lonesome Mesa project. This project will be putting in new turbines and new equipment that is more up to date. This is within the Estancia School district. The PILOT negotiations have been completed, and they adopted a support resolution on March 12<sup>th</sup>. There is no new property involved, it is a re-tooling of the project that is already in place.

Chairman Schwebach asked if a motion to approve the introduction and publication of the ordinance and to schedule a public hearing is what is needed.

Wayne Johnson replies, yes, that is correct.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve the introduction and publication of the ordinance and to set up a public hearing authorizing the sale of up to a maximum of \$75,000,000.00 of Torrance County Industrial Revenue Bonds to finance development, construction and install the High Lonesome Mesa Wind, LLC project. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor.  
**MOTION CARRIED**

## 11.) ADOPTION OF RESOLUTION

**A.) MANAGER:** Motion to approve AR 2019-23, a Resolution Establishing a Mileage and Per Diem Policy rescinding Resolution 2011-31. This resolution ties the county's policy directly to mileage and per diem rules promulgated by the Department of Finance and Administration and defines the County Manager as the "Agency Head" for the purpose of administering rules.

Wayne Johnson states that this came about as a result of a violation of a current county policy that has been in place since 2011. This policy specifically requires that before anyone leaves the state for out of state travel, and wants to have actual cost approved, they must bring the request to the Commission before they leave. This is not the way it is normally done, it is primarily a management function. We are also establishing rates tracked with the mileage and per diem act and DFA rules. When things change we would have to go in and change the numbers in the resolution making things difficult to tract. From an audit and management stand point, it is easier to tie our mileage and per diem with DFA since we follow their rules anyway.

From a management stand point approving travel out of state or approving an actual receipt basis for that travel is a management function, as long as the request does not exceed the approved budgets that you have approved as a Commission. It is difficult to get before the Commission before travel. So for the ease of operation from a management stand point and compliance purposes we are rescinding the old resolution and reset with this resolution should the Commission approve it.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve AR 2019-23, a Resolution Establishing a Mileage and Per Diem Policy rescinding Resolution 2011-31. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor.  
**MOTION CARRIED**

**B.) MANAGER:** Motion to approve AR 2019-24, the Torrance County Information Technology (IT) Policy.

Wayne Johnson states the Commission has a policy before them that is derived from the state insurance policy. Mr. Johnson states that he will have Mr. Nick Sedillo come up and present this as he has done a lot work on it and adapted it for Torrance County use. This was a re-occurring audit finding, so an IT policy needs to be in place.

**Nick Sedillo** states that we had some deficiencies in our audit findings. They were governance over IT functions, updated IT general policies and procedures, documented disaster recovery policies and procedures, user setup, and termination policies and procedures. Those were the four orders he was given when he created this policy. They are going to be tightening their belts. The end users will be required to be held to a higher standard when it comes to Torrance County infrastructure and the computers that are assigned to each user.

Technology is always changing and Mr. Sedillo will make it a point to revisit this policy every year. Right now a majority of the computers are running windows 7 and Microsoft will be ending support by the end of 2020 this requires all computers that are being brought into the county be on the Windows 10 operating system. Mr. Sedillo states that he has addressed all 4 bullet points and hopes that we won't see this as a recurrence in a deficiency for the upcoming audit.

**Wayne Johnson** states that there were also some deficiencies in the personal use policy. We found that in a few instances county equipment was being used for personal use even to the extent of being used as a personal email county for purposes of pay-pal, amazon, etc. Mr. Johnson would like to remind the county that anytime you use a piece of equipment that generates a record that is a public piece of equipment, such as your computer, you are generating a public record that is subject to the inspection of public records act. This policy prohibits use of county property and IT infrastructure for personal use. This policy does allow for incidental use such as. If a family member needs to reach you on the phone because they can't reach you any other way, is an incidental use, but if you are running your business from that phone that is not an incidental use.

**Nick Sedillo** states that you would probably not want to be doing anything that would get you interviewed by Larry Barker. To all the county staff please keep everything on a professional level. With this policy it will give us the ability to police use.

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve AR 2019-24, the Torrance County Information Technology (IT) Policy. **Commissioner McCall** seconds the motion. **Chairman Schwebach** asks if there is any discussion. **Commissioner McCall** would like to thank Nick for all of his hard work. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

## 12.) APPROVALS

### A.) COMMISSION: Election of Vice-Chair

**Wayne Johnson** states that there are two parts to this. Under the new rules of the Commission that were passed it requires the selection of the Vice-Chair. We are transitioning from Wells Fargo Bank to US Bank, and for the purposes of being able to sign for the county, the Chair is not always available, so we need a Vice-Chair that will be able to sign in the event the Chair is not available.

The way the rules dictate you handle this is by taking nominations from the Commission or self-nominate as to which one of you would like to be appointed as Vice Chair. There is no need for a motion, the majority vote would appoint the Vice-Chair.

**Commissioner Sanchez** asks what are the full duties and responsibilities if the Vice-Chair.

**Wayne Johnson** the other additional duties aside from signing documents would be to run the meeting if the chair is not available. We do allow for teleconference attendance for the meetings. It is difficult for the chair to be on a teleconference call and run a meeting. In those instances or if the Chair is not available the Vice-Chair would run the meeting.

**Chairman Schwebach** asks who is willing to be Vice-Chair. He opens the floor for nominations either for themselves or someone else.

**Commissioner McCall** would like to nominate Commissioner Sanchez as the Vice-Chair.

**Chairman Schwebach** asks if there are any other nominations. There being none, the floor is now closed for nomination, and states Commissioner Sanchez is now the Vice-Chair.

**B.) ASSESSOR:** Pictometry software approval for Assessor, Sheriff, and Fire

**Jesse Lucero** states that in January they had a presentation from Eagle View regarding this software. The pictometry software is an oblique imagery that will assist the Sheriff, Assessor, Fire, and other departments, to be able to view structures in 3-D. This is a tool that would be valuable to his office. Mr. Lucero shows the pay schedule and how it will be paid through a 4 year contract. We currently have imagery that is provided to the office free of charge. It has been shared with a few people and with the public when they come in and want to view the images, the office has come to realize that the imagery is very outdated. Mr. Lucero states that appraisals are moving in a new direction and this oblique imagery would be vital to his office now and in the future.

**Chairman Schwebach** asks Mr. Lucero what they are approving today. There was some talk about which plan they wanted to go with and cost. What is the Commission being asked to approve today?

**Jesse Lucero** states that it is his understanding that the County Manager has to sign the contract. The funding will come from his office but since it falls under Torrance County the County Manager must sign. Since the manager has to sign it has to be brought before the Commission for approval.

**Chairman Schwebach** asks Mr. Lucero if the funding for this will be paid for by his department and budget.

**Jesse Lucero** states that it will be coming out of the Assessor's, Sheriff, and Fire Department budgets.

**Commissioner McCall** states that the amount is \$23,674.42 from the Assessor's budget, \$23,674.42 from the Fire Department budget, and \$6,000.00 from the Sheriff's budget, is that correct?

**Jesse Lucero** replies, yes, that is correct.

**Chairman Schwebach** states this is for a 4 year time period, correct?

**Jesse Lucero** replies, yes, that is correct. When we did the presentation we had many department heads who see the value in this software, but finding the money within their department is a different story.

With the pictometry software we will be able to use 100 licenses actively at the same time. Mr. Lucero has been in communication with Fire Chief Gary and we are going to share the licenses with entities that have not been able to decide if they want to participate in this project. When the second flyover is done, Mr. Lucero will share the information with these entities and see if they can help us pick up the tab for the second half.

**Commissioner McCall** asks if they can speak upon the value this would have for the Fire Department.

**Lester Gary** states that the advantage the Fire Department would gain from this pictometry is they can do an aerial view of a structure fire, a wild land fire, and there is database software that the fire department has to look at square footage and acreage, and can look at incidences prior to the fire or event that took place. This will also help us to assist with the Assessor's office when they get a complaint on a home that has burned down and is no longer in place the department can look at the area in question and get the actual square footage of that location.

**Commissioner McCall** asks Mr. Gary if this can be pulled up quick enough as they are on route to the structure fire.

**Lester Gary** replies, yes, it can be pulled up immediately. All of the first route apparatus have tough books in them. With the new phones and hot spots the department can get onto the internet and get that data quickly. If we were to get called out to a fire today, it will also assist us to be able to look at the area and see if we will need to evacuate and put a shelter in place.

**Chairman Schwebach** asks Mr. Gary what area of the budget this will be pulled from.

**Lester Gary** states that he has spoken to each of the Districts Fire Chiefs and a portion of the funds will come from each of the districts. Once the project is complete it will be accessible by each district.

**Commissioner McCall** asks how many flights we will be getting.

**Jesse Lucero** states that this is a 4 year payment plan and the first flyover will be in the fall of this year. We will pay off the first flight and they will fly again in 2 years. Mr. Lucero states that he spoke with Chairman Schwebach about this and explained that there will be a first fly



over and then when the second flyover is done in the same area for assessment purposes, it will show the difference in value of that area. Torrance County is not booming, therefore we may not see a lot of difference. Mr. Lucero Asked Chairman Schwebach for his recommendation, the second flyovers will be done in the mountain areas. This will benefit the Fire and Sheriff departments.

**Commissioner McCall** ask if the purple areas on the map presented, are those the areas that will have the first flyover.

**Jesse Lucero** states that those areas in purple are the municipalities. The pictometry is going to flyover using two different resolutions. It will fly at a 9 inch resolution and then a 3 inch. The reason for this is that the inch resolution will give us a view of the roof tops and the 3 inch will allow us to see the structure as if we were right in front of it, it will give us a 3-D view of the structure.

The benefit of this software to his office will help lead to desktop appraisals. We can also overlay this data over the current GIS maps. This information will transfer over to the database in the Assessor's office that is used to appraise property.

**Chairman Schwebach** asks Mr. Lucero what kind of training is necessary to process this data once the imagery is available and who will be providing that training.

**Jesse Lucero** states that Eagleview will be doing the training. Mr. Lucero states that his deputy has some experience using this software. In 2007 Torrance County had pictometry. The issue was that the delivery system was not user friendly because it was only on the server. This current system is used by the cloud and that is why the Sheriff and Fire departments are able to use it out on the field. Nick Sedillo also has a little experience with pictometry as well.

**Chairman Schwebach** states that this is the way to go but he has a lot of questions he would like answered before he can approve this. The budget is the main issue especially when it comes to the money from the Fire Department based on what their needs are. There are several things that we need to look at such as keeping the employees once they get trained, Chairman Schwebach would like to speak with the company and see if there are other options. Is this the best option? Have we bid this out to other companies or is this a sole company. Chairman Schwebach would like all these things answered before he can feel comfortable moving money around.

**Jesse Lucero** states that the money will come out of his department's maintenance line item. It is already in his budget for things of this sort. He cannot speak for the fire budget. Pictometry is not the only software out there. What makes this this software unique is that that can put it into the Assessor's cama database. There is no other company around that can do this.

**Chairman Schwebach** states that the advantage to this is that you pictometry to verify measuring because the software is in front of you. Unless a customer gets their new assessment and says it's incorrect. Are the measurements you see on the screen accurate?

**Jesse Lucero** states that they are hoping to incorporate another software into this call sketch verification. In 2018 his office re-appraised the entire Moriarty area. When the appraisers are in the field they can only go into properties that have open entry ways. If they are closed or say no trespassing we cannot enter the property. We noticed that we have a lot of missing information from the 2018 appraisal. The pictometry will allow for desktop review and be more accurate. This will remove a lot of human error and help the office to run better. In the end it will show a big return on the investment and that is what everyone wants to see.

**Chairman Schwebach** asks how many counties in New Mexico are currently using this software.

**Jesse Lucero** states that he believes there are currently 15 counties using pictometry. Cibola County is the most recent county that started to use pictometry.

**Chairman Schwebach** asks with the pay schedule, is the pay enough for the employees in your office. Will they stay once they are trained? Have you thought that through? Once they are trained, do we run the risk of them moving to another county because the salary is better? Chairman Schwebach is focusing on investment of dollar spent and to make sure it operates down the road. He is also concerned with the \$23,674.42 coming from the fire budget for the next four years.

**Jesse Lucero** states that he met with the Treasurer, Interim Finance Director, Ms. Garland and the County Manager to discuss the budget and do discuss salary increases. They have a plan. Getting this tool is not going to keep staff. What is going to keep the staff is a fair living wage. Mr. Lucero states they will be coming before the Commission soon to discuss this plan.

**Chairman Schwebach** asks Mr. Lucero if there are time constraints on this, is it critical that we get this done today?

**Jesse Lucero** states that the company only flies twice a year. They fly in the spring and in the fall, the reason for this is because they have to fly when there is no foliage. They will not put Tarrant County on the flight schedule until this contract is signed. The flight will be anywhere from August through December. They need make sure they can see the structures and there is not inclement weather. We won't know the dates until we get the contract signed. What he does know is that once the flyover is complete, they will have the information in their hands within 30 days. We will also have access to imagery areas there are a mile beyond the county line in any direction and this is also beneficial to fire and Sheriff.

**Commissioner McCall** asks Mr. Lucero what this would do for his staff. If you can sit at your desk and measure a house as opposed to driving out to the property, are we looking at a reduction in staff? How does this affect your staff budget?

**Jesse Lucero** states that it is not replacing jobs. This is an additional tool. It is going to reduce the budget for fuel and maintenance cost on the vehicles. We will have more accurate appraisals. We are in our protest period and we get a lot of questions. People state that we are playing mental warfare and changing the value on his property. There is a lot of education we do for the public, this is a measuring tool to assist in accuracy.

We just had an evaluation and went out to each of the commissioners properties and they notice some discrepancies. This software will take away the human error, it will in no way take away a person's job. We will still have to do site visits. We are currently doing about 8 appraisals a day, with pictometry we can do 15-20 a day. We have 34,000 parcels in this county, it will take us a lifetime to appraise the entire county. This is not a want this is a need and that is why Mr. Lucero is urging the Commission to sign this today.

**Commissioner McCall** asks Mr. Lucero if his budget can give more than what is stated. He is also concerned with the fire budget.

**Jesse Lucero** replies, no, it cannot.

**Chairman Schwebach** asks Mr. Lucero if we wait until the next Commission meeting to get this signed, will it put us out of the running this year.

**Jesse Lucero** states that it is hard to say. He is in constant communication with the representative from pictometry. Mr. Lucero has asked him several times when he can be placed on a space, but he has never gotten a clear answer. He doesn't think it would be a deal breaker if it is approved at this meeting or the next. We have done the research, Fire Chief Gary has looked into his budget, and this will be beneficial to the county.

**Chairman Schwebach** states that he agrees with that, but he still would like some time to visit with Mr. Gary and the County Manager to look at the budgetary items.

**Commissioner Sanchez** states that pictometry would be an asset to the county. He is also concerned with the financial issues. What expenses will we save on and what revenues will we gain on. He would like more information on this as well. Good points were raised, it's a tremendous impact, and well worth it to make the extra effort and look into what will be the best way to fund it so we may move forward.

**Chairman Schwebach** states that in his opinion; yes, we can do this. He needs more knowledge before the Commission begins moving money around in the fire budget. He has very big concerns about it. He would like to approve this in two weeks with a plan of where the money is coming from, how it is spent, and a time schedule. This can either be through a special meeting or one on one conversations with the manager, fire chief, and one of the Commissioners. Contact the company and let them know what is going on why this is not signed yet.

**Commissioner McCall** requests that the Fire Chief put on record will he benefit and how he would benefit from spending the \$23,674.42.

**Lester Gary** replies, yes, his office would benefit from this. This will also benefit the fire department and the citizens in the county by pre-fire planning. Last month he meet with residents in Deer Canyon. Their biggest issues is with evacuation in the event of a fire. This is also a concern with the mountain towns. With pictometry this can help us establish an evacuation route. In other areas it will take time and training. We will be given 100 active licenses and each one of the local jurisdictions will be given 1 license and will have the chance

to evaluate it and see its benefit. Once the second flyover takes place we will ask them if they would help with the second payoff. Within the county we have 7 districts, and there will be about \$3,000.00 taken from each district from the safety budget. Mr. Gary chose this line item because it is a safety issue for the county. It will be beneficial for the departments and fire fighters, once we get into an area, we can use it to look at an evacuation route for the fire fighters and the communities.

**Chairman Schwebach** states that Mr. Gary brought up another issue. With the licensing, we have volunteer fire fighters with access to this information. What kind of background checks will be done and how will we keep things private.

**Lester Gary** states that he is not sure. The access will only be placed in the Tough Books that is in the First Out apparatus. This will not be accessed in the station computer. The accessibility will have to be worked out. This will only be given to the fire chief and not the individual fire fighters. He understands the concern of the Commission, as they used to have access to the radio frequency of the Sheriff's department, but due to security issues they are not allowed that access anymore.

**Commissioner McCall** tells Mr. Lucero to ask the company if different users can have different access to the software. Just have permission per user.

**Chairman Schwebach** states a chain of events and policy. This technology introduces a whole different way of thinking.

**Jesse Lucero** states that this is not live imagery. It's a flyover. He will bring up this concern. He does believe he can set specific access and grant it how they want. This also went before the EMW gas board, they were reluctant on giving assistance. Mr. Lucero states that they would like to extend the use of a license to Eddie O'Brien to continue to show the benefit of this. It is a considerable cost and a lot of unknown makes people nervous. He has done a lot of research on this.

**Chairman Schwebach** states that he agrees with this and he understands it. He would like to table this until the next meeting with intentions of moving forward. He would like to meet with the salesman from the company, the County Manager, the Fire Chief and Mr. Lucero. There are specific questions he wants lined out before moving forward.

**Commissioner Sanchez** states that we can move forward with this and two weeks should not matter. In order to get all of the concerns cleared up, it is a good idea to wait the two weeks and then proceed.

**Jesse Lucero** asks Chairman Schwebach to clarify if he wants the sales representative to come down and meet in person, or will a conference call suffice?

**Chairman Schwebach** states that he can meet with him one on one and have his concerns answered and then bring it back to the table, if the other Commissioners are fine with that, unless they have questions they would also like answered.

**Wayne Johnson** would like to remind the Commissioners that the Open Meetings Act applies, so the sales representative would have to talk to the Commissioner individually.

**Chairman Schwebach** states that he has some questions that he can get answered on his own and then at the next meeting or through the manager we can lay down the ground work on some of the policies and the money. There may be better avenues than pulling from the fire department and he wants to look at that.

**Jesse Lucero** stated that he thought there were other avenues. They road department, the gas company, and a lot of other players saw the value in this. Having budget constraints did not allow those entities to but up the money. Mr. Lucero and Chief Gary stated they would take the brunt of this first project and show the benefit with hopes the others will jump on board for the second half. Mr. Lucero states that he will set up a conference call and see if Mr. Garcia can show up at the next meeting.

**Commissioner McCall** states that is a good idea. Get him here for the next meeting and in the mean time we can look at the budgets and try to get all that ironed out. If we like what he has to say we can move forward.

**NO ACTION TAKEN, ITEM WILL BE TABLED UNTIL THE NEXT COMMISSION MEETING ON APRIL 25<sup>th</sup>, 2019.**

**C.) Clerk:** Proposal to establish Voting Convenience Centers in Torrance County

**Linda Jaramillo** states that the Commission has before them her proposal to move Torrance County to Voting Convenience Centers in all polling places and to consolidate precincts. The first set of documents are the current precincts and a map of their locations. She has also enclosed a list of what the precincts will look like after they are consolidated. Ms. Jaramillo states that she also included past voting information and how she came to the conclusion of how to run elections in Torrance County more efficiently using VCC's. Ms. Jaramillo states that she will read for the record what the precincts will be just so that the public is aware.

Precincts 1 & 2, which are the Estancia High School and the Estancia Senior, and would like consolidate them both the Estancia High School Gym. In the mountain towns we have precincts 3, 4 & 16, which are Torreon, Manzano & Tajique and would like to consolidate them to the Torreon Community Center. In precinct 5 there are so many voters in that area it will stay the same as a stand-alone precinct. In precincts 6 & 13 we have the Moriarty Catholic Center and the Moriarty Civic Center and would like to consolidate those to the Moriarty Civic Center. In precincts 7, 14, & 15, which are the McIntosh Senior Center and Calvary Chapel, and would like to consolidate those to a new polling place, the McIntosh Fire Department. Precinct 8, which is the Willard Community Center, will be a stand-alone VCC because of the distance from the other precincts. Precincts 9 & 10 have already been consolidated to the Dr. Saul Community Center.

Ms. Jaramillo states that she is proposing to make precincts 11 & 12, Encino and Duran, all mail precincts. In her calculations she gives a reason why she wants them to be all mail. The

Absentee & early voting site location will be here at the Administrative Building and the alternate voting site and the Moriarty Civic Center.

There is also new method of voting, this method is called mobile voting. We will take a ballot on demand machine, a computer, and a voting machine and set up at a specific location. This will happen during early voting and Ms. Jaramillo has proposed the site be set up at the Tajique Community Center for 2 days, the Manzano Center for 1 day, and the Dr. Saul Community Center in Mountainair for 2 days. The precinct workers will go to these areas, set up, and give these people extra voting time. On Election Day everyone will go to their consolidated precinct, but with VCC's no matter where you live in the county you can go to that precinct and vote as a ballot will be printed specifically for you at that precinct, which is exactly like it is with early voting now.

Ms. Jaramillo states, for the record, that she has been running elections for 22 years and her plan was to stay with traditional voting for the sake of the voters so that they could have their traditional voting. Since this local election law passed she is required to move to VCC's as this is the only way it will work. It is also time for change. There are only 5 counties that are not traditional, Torrance County being one. It is a better way of voting and anyone can go to any precinct to vote. People have said that it is tradition and she is all for tradition but when the law makes you do something you have to do it.

**Chairman Schwebach** states that with precincts 11 & 12 being all mail, he is not sure that he agrees with that. Chairman Schwebach asks Ms. Jaramillo to explain why she is proposing this.

**Linda Jaramillo** states that there are 171 registered voters in precincts 11 & 12, 93 in Encino & 78 in Duran. When we deliver the voting machines to these precincts it take about 3 hours for the whole process. Another thing is with the precinct workers, who she totally respects, it will be more complicated to run Voting Convenience Centers. They will be running computers. Ms. Jaramillo is changing the whole concept of voting. This will streamline everything. It will make things easier for the office, 171 ballots will go out and return postage will be paid. Ms. Jaramillo states that she will have to send out letters to the voters letting them know that she will be making this change. If we don't do them all mail they will have to stay traditional and will not be able to vote at a VCC unless they vote provisional.

**Chairman Schwebach** asks Ms. Jaramillo to explain why they won't be able to use the Voting Convenience Centers.

**Linda Jaramillo** states that they can vote there, but they will be marked as traditional and will have to vote on a provisional ballot. It will be counted, we will just use a different method.

**Commissioner McCall** asks Ms. Jaramillo if a mobile site can be taken to Encino and Duran. This will allow them to have the option to physically vote as opposed to mail.

**Linda Jaramillo** replies, yes, we could do that.

**Chairman Schwebach** states that he is looking at the numbers and out of the 171 voters 103 went in to vote on Election Day. We will have to ignore the \$2,200.00 vs. the \$324.00. All the

other precincts have that option, what can we do to make sure that 11 & 12 have the same option.

**Linda Jaramillo** states that she could send the mobile voting site to Encino and Duran after it's done in Mountainair. One day can be done in Encino and then the next day in Duran.

**Chairman Schwebach** states that it would be the right thing to do even if it is more costly and we can look at that when it comes.

**Wayne Johnson** asks what the mobile voting site is doing on Election Day. Where will it be located?

**Linda Jaramillo** states that it will be down. It doesn't exist after the last Saturday before Election Day.

**Wayne Johnson** asks if the equipment from that mobile voting site be used at either Encino or Duran on Election Day. They won't just have the early voting option, but use that equipment to open up a VCC so that they have that option on Election Day as well.

**Linda Jaramillo** replies that the distance between the 2 is too far and that is why you have to group them together.

**Chairman Schwebach** states that is ok with everything that was discussed with the exception of precincts 11 & 12.

**Linda Jaramillo** states that we do need public input. It is mandated by law that we have a public hearing so that the public gets to give their input.

**Chairman Schwebach** states that this is what Ms. Jaramillo is proposing and now a public hearing will be needed in order for it to be approved, is this correct?

**Linda Jaramillo** replies, yes, that is correct. If the Commission agrees with this, Ms. Jaramillo will place it on her website. This will give the public the option to go in and look at her proposals.

**Commissioner McCall** states that a mobile voting site will be done at Encino & Duran and asks if Ms. Jaramillo is going to change that in the proposal.

**Linda Jaramillo** replies, yes, that is correct.

**Commissioner Sanchez** asks Ms. Jaramillo why so many changes being made. It seems that that there are a lot of meetings and headaches for just a savings of \$4,775.95. It is very little savings.

**Linda Jaramillo** states that it is because the legislatures passed the local election law. Ms. Jaramillo states that the clerk is now going to be running all school district elections, municipal elections, and all soil & water conservation district elections. In order for her to run these

elections she has to go to VCC's. There is no way that a ballot can be created or stay traditional with that many entities involved. We are mandated to go to VCC's. She could have a VCC in each precinct, but it requires a lot of training for her precinct workers that are used to the traditional voting. This streamlines the process. She has run elections for 22 years and tried to remain traditional. With herself and Linda Kayser retiring, it is best that they streamline this process and have it in place for future clerks.

It is scary when a person comes into an office with no experience, or you could have a clerk that comes in with experience. Elections are very difficult, it was the hardest thing she had to do when she first took office. She is trying to set this up for future clerks and the people of the county so that election process will continue to run in a smooth fashion.

**Commissioner Sanchez** asks Ms. Jaramillo to explain what this difference is between a Polling Place and Voting Convenience Center.

**Linda Jaramillo** states that a Voting Convenience Center is a ballot on demand with a voting machine and a computer at the site. When a voter comes in the poll worker will look the voter up and the ballot on demand will print that voter's specific ballot. No matter what area of the county you are in the ballot on demand will print your specific ballot. This eliminates ballots being stacked all over which is the traditional way of voting.

**Commissioner Sanchez** states that since this is mandated by law, and people would be able to vote at any site, you will need to consolidate? Why do we need to consolidate precincts?

**Linda Jaramillo** states that for the local election the VCC's have been mandated by law. A copy is in your packet explaining the law and that the County Clerk shall have VCC's for the local election. We need to consolidate the precincts for efficiency.

**Commissioner Sanchez** states, for \$4,700.00 efficiency is why we need to consolidate.

**Linda Jaramillo** states that she wasn't going to put the cost in the packet but was asked by someone to place it in the proposal. She was going with this because she is mandated to do so by law.

**Commissioner Sanchez** states that it is important to him to make sure, even if it's inefficient, we need to maximize voting for the people. It seems that by having more polling places you maximize that opportunity.

**Linda Jaramillo** states that she is giving Tajique 2 extra days of voting, an extra day for Manzano, and 2 extra days for Mountainair. This is giving the people that opportunity to be able to vote at their usual polling place, this will maximize the voting.

**Commissioner Sanchez** states that there could be some gray area. This could cause so much confusion for the voters that they could decide they just don't want to vote. They are used to going to one area, if that changes it could discourage the people.



**Linda Jaramillo** states that it is her job to educate the people on this. She will go to every precinct and have meetings with the people to inform them of the changes.

**Commissioner Sanchez** states that very few people will go to the meetings. The ones that need to attend are the ones that won't show up. People can count on the system that has worked for the past 22 years, this new system requires a lot of leg work, and there could be a lot of misunderstandings.

**Chairman Schwebach** says there is nothing that says we can't stay with what we have and also have the VCC's. The staff, poll workers, and the budget would be overwhelmed. In Ms. Jaramillo's opinion it cannot be done efficiently and that why she needs to consolidate.

**Linda Jaramillo** states that this is brand new to her as well. Ms. Jaramillo and Linda Kayser have kept things traditional for 22 years. As everyone else was moving forward with the VCC's, she chose to stay traditional because she did not trust the technology. Now that everyone has been with VCC's for many years she trusts it. Many people have asked her why she has not gone to VCC's, but it won't be at every polling place. Ms. Jaramillo states that she will be sending out letters to all the voters letting them know what is going on.

**Wayne Johnson** states that he was an early supporter of the VCC's. They have been in use in Bernalillo County for about 10 years. The people like this better because they like the convenience of being able to go anywhere to vote. This did require some consolidation of precincts because the equipment is very expensive. There are no pre-printed ballots for every precincts. Your districts are different in certain areas of the county, therefore making your ballot a little different from someone else's. You had to have enough ballots in the precincts plus order extra to make sure you have enough for that precinct. This is where you will see a lot of the cost savings, not a big savings, but some. It is more technical for the volunteers and poll workers, before you had a pre-printed ballot, you ran it through the machine, and you're done. In this case, you will look this person up on the computer, they sign, the ballot is printed, and they vote it. Mr. Johnson believes that this provides greater access to voting than the traditional way of voting, and the state is trying to move away from that.

**Linda Jaramillo** states that this is not the only thing that is complicated. We are now going to be able to register people all the way up until the Saturday before the election. Ms. Jaramillo states that she has to compile this and get ready for all these changes. Ms. Jaramillo asks the Commission to trust her on this and to trust that she knows what she is doing. She has had lots of experience in this. The people will feel that they are being disenfranchised, but she has no choice but to do this. The people will not be disenfranchised. She has gone over this plan over and over so that Tajique, Manzano, Torreon, and Mountainair would get something out of this. She thought that all mail would be good for Encino and Duran, but she is willing to take VCC to them. She has a lot of friends in the county and does not want to hurt anyone, but she is the clerk and she has to abide by the law.

**Chairman Schwebach** states that this is inevitable that we are going to the VCC's and he agrees with it. How much time will the conversion take and how many double precincts we have while this happens. We have a large community, and on Election Day the voters will say they have been voting at that precinct for so many years. The voters need time and sending out

a letter may not educate them enough. He would encourage more and information. In his opinion it may take a couple of election cycles for the people to understand.

**Linda Jaramillo** states that there has been a lot of changes in the past. With school districts, school elections, soil and water conservation elections, and municipal elections, the people are always confused on where to go, this process will eliminate that. This will streamline all elections in Torrance County.

**Chairman Schwebach** states that the bottom line is that we are looking to approve today is advertise this and have a public meeting down the road.

**Commissioner McCall** states that voting is more convenient as it has ever been. He likes that you can go into a precinct and vote whether it is your precinct or not. There is another issue that after the census there may be new district lines. With this process they will go to the same polling place and have their ballot printed.

**Linda Jaramillo** states that she has had to consolidate precincts before and got a lot of flak from people. She has gone as far as making large signs at the old precinct so that people will know that they have to vote at a new precinct. She is very thorough on educating the voters on this. She understands that some won't get it, but there will be signage everywhere. The information will be on her website, and herself and Linda Kayser will start the campaign of educating the voters of this process.

**Wayne Johnson** states that in the budget discussions, one of the things talked about was a public education campaign for the changeover. We are going to look at some additional funds for the Commission to approve for the public education campaign on behalf of the VCC's. This will come before the Commission during the budget process.

**Commissioner Sanchez** asks what the Commission is looking at today. There is a proposal on the table. Are we approving all these changes in one shot?

**Wayne Johnson** states that the Commission has a proposal from the Clerk. She has heard your concerns about the mail in portion of the plan. The motion could include a direction for her to work on a VCC or mobile voting model and not do the mail in portion of the ballot.

**Chairman Schwebach** states that we are not approving this, we are approving the publication of this to adopt an ordinance down the road, in which case we will approve, and then can be amended and changed prior to adoption.

**Linda Jaramillo** states that she will make the changes that the Commission requested.

**Chairman Schwebach** asks what the time frame for when this needs to be adopted, when will we need to have the public hearing?

**Linda Jaramillo** states that the Commission will need to approve the polling places in June or July.

**Michael Godey** states that he has a few concerns with these VCC's. What is the potential for corruption and if someone could mess up the ballots. Manzano is about 10 miles from Torreon, this could eliminate the possibility of that area voting because it is inconvenient for the people. Is it possible to keep the Manzano Precinct open for voting because of the distance?

**Commissioner Sanchez** asks why can't we keep all the current polling place and make them as a VCC. This would maximize the voting because you can vote anywhere.

**Linda Jaramillo** states that it sounds great, but we're dealing with precinct workers. This is a whole new system and would like to train a smaller amount of precinct workers. Once they are out and she is here at the office and voting people, she would like a staff at the places that are tech savvy. Like herself, a lot of the poll workers are getting older. She needs poll workers that are familiar with computers and technology. Stream lining this would make this more efficient. When you have a new system and you also throw in registering people up until a few days before elections, it's a lot to handle. Ms. Jaramillo states that she has to learn this and she needs to pass on this knowledge to her precinct workers. For the efficiency of voting she has come up with this plan so that the voters aren't disenfranchised and her precinct workers will be trained for this.

She has a small staff of herself, Linda Kayser, Yvonne, Sylvia, Genell, and 100 precinct workers that are good. She and Linda Kayser have ran very good elections. It takes a lot of effort to run an election and she is here sometimes till 1 in the morning to make sure no one is disenfranchised and everything runs smooth. We went through 9,800 voter registrations 1 by 1 to make sure everything was accurate.

**Commissioner Sanchez** states that he doesn't think one public hearing will do to get all this information out. There may need to be meetings at every precinct and try to get the voters opinions. From his perspective, elections should not be efficient, in his opinion efficiency has no impact on elections. If you were asking for more money for elections, then he would agree with giving more money to run the elections. When it comes to the workers he does not think they should inconvenience the voters for the benefit of election efficiency or ease of operation for the poll workers. If we need more poll workers or more training then we should apply that resource where it is needed. We need to maximize the participation of the voters. He is willing to look at and sees the value of consolidating the precincts. He needs to understand the mechanics more of what goes along with this system.

**Linda Jaramillo** states that efficiency is what elections are all about. Every single ballot must count. That is her job and duty to the constituents.

**Commissioner Sanchez** states that the amount of money spent to count every vote should not be measured by efficiency. Whatever it takes to get every vote to count is what needs to happen.

**Chairman Schwebach** states that we need to put in the word accuracy. If the staff is overwhelmed then there is inaccuracies and failures. There is an in between that can be meet. A meeting in every precinct may not be necessary, maybe the Commissioners calling people in

the precinct and the education campaign will work. By approving this to be public doesn't mean we are approving this, it can be adapted to certain needs. We need to get some feedback.

**Commissioner Sanchez** states he agrees. The key is to gauge what impact it will have on the voters. Some public meetings will be key. We need to ask those that have never been asked voice their opinions. They will help us to understand what impact our decision will have on them.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to allow the clerk to continue on establishing Voting Convenience Centers. **Chairman Schwebach** seconds the motion. **Commissioner Sanchez** asks what the motion means. **Chairman Schwebach** states that there is a motion and a second to allow the Clerk to move forward with her preliminary plan by mandate. This will start the process where the Commission comes in within 3 months. **Linda Jaramillo** states by June or July the Commission will approve the polling places. **Chairman Schwebach** states that this will give the Commissioner the opportunity to say that this is a working draft, this is how we want to tweak it, this is where we want to have the meetings, and this is our concerns. **Linda Jaramillo** states that she is willing to go to every polling place. The biggest change will be the mountain towns and Encino and Duran, and she is willing to go there to talk to the voters. **Commissioner Sanchez** states that most of the changes are in his district. He asks why Torreon was selected. **Linda Jaramillo** states because it was in between Manzano (6 miles) and Tajique (2 miles), it is centrally located. Tajique is still getting 2 extra days to vote, by the use of the mobile voting unit and Manzano is also getting 1 extra day to vote. They also have the option of going to Torreon on Election Day to go vote if they missed the mobile voting days. We just have to educate the people. There will be an election every November from here on out and the polling places will be uniform from this point on. **Commissioner Sanchez** states that is the need arises, can we change aspects of this? **Linda Jaramillo** replies, yes. **Chairman Schwebach** replies, yes, that is why we need to move forward with this. **Linda Jaramillo** states that she needs for the Commission to understand, in her many years of experience, she know the ins and outs of elections, what work best for efficiency, and accuracy. **Chairman Schwebach** states that as we move forward with this we may need to look at a budget change or to facilitate what the Commissions wish is based on Clerks ability and staff. **Linda Jaramillo** thanks the Commission for their consideration and it is greatly appreciated. No further discussion, all Commissioners in favor. **MOTION CARRIED**

#### **D.) FIRE: Approval of Volunteer Fire Fighters PERA Annual Reporting**

**Lester Gary** states that the Commissioners have before them is the annual reporting for PERA for the volunteer fire fighters. Mr. Gary states that he has been working with Mr. Joseph Trujillo, from the PERA board. These forms are normally required to be turned in by March 31<sup>st</sup>. We have been granted an extension due fact that the forms were left to be filled out by the individual districts, and after a random search we found that some of the peoples forms had not been turned in for the past 15 years. The volunteers have missed out on their PERA retirement. What PERA board is doing is researching on who they have PERA forms for and who they do not. We are going back for those that have not had a PERA form turned in and getting the forms in place for them.

Prior to Mr. Gary coming in, some of the PERA forms were being turned into the Torrance County HR Department. When HR was doing the forms for the employees they were sending in those forms for the volunteers at the same time. Once they got up to Santa Fe, because they were two different forms, the forms for the volunteers were being kicked out and we were not aware of that. We are now working with the PERA board to get all of our members back into the system. There was legislation that was going to allow the fire department and the volunteer fire departments to go back to 1982 to update everyone's PERA forms, but is not sure if that was passed. He is working on getting everyone back on board and if they can't go back to 1982 they will be able to go back 2 years.

These forms are required and they are required to be signed by the Commission Chair so that everything be submitted in a timely fashion and the volunteers can get what is coming to them.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve the Volunteer Fire Fighters PERA Annual Reporting. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**E.) FINANCE:** Approval to pay unauthorized Fire Apparatus mechanical work by NM Apparatus.

Noah Sedillo states that he is seeking approval to pay unauthorized Fire Apparatus mechanical work by NM Apparatus. Mr. Sedillo states why he is requesting this per the Torrance County Purchasing Policy Resolution 2018-32. Mr. Sedillo states that section 1.6 reads "**Unauthorized and Questionable Purchases**. Any purchase which is not legally and appropriately approved within the County budget or by other County Commission action, or which does not substantially comply with the provisions of the state statutes, particularly the state procurement code, and the provision of this policy, shall be considered an unauthorized county purchase and thereby not subject to payment by the county. The county hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment. All questionable purchases shall be submitted by the County Manager for County Commission review and determination under the provisions of this policy. Section 1.7 reads "**Commission Approval of Unauthorized Purchases**. Any purchase determined to be unauthorized shall be considered for approval of payment at the public meeting of the County Commission. Unauthorized purchases shall not be approved or processed for payment prior to Commission approval, and shall be attached to the purchasing transaction file for audit purposes.

Mr. Sedillo states that there is a repair order in house from the Fire Department which is approved by Chief Lester Gary. On the bottom left corner Chief Gary would sign off on these orders to be able to obtain a purchase order from his office. This work was done in the amount of \$7,720.89 solely on the vendors end. We are attempting to make this right and move forward. This will be documented and placed in the vendors procurement file in the event future discrepancies occur.

Wayne Johnson states that he has requested Mr. Sedillo get quotes on the work that was being done. Mr. Johnson asked Mr. Sedillo if he has received those in house yet.

**Noah Sedillo** replies, no, he has not. He is waiting on one vendor to reply and another vendor on part numbers.

**Wayne Johnson** states that after discussion with the county attorney we have been enriched by this work. It was work that needed to be done and was done outside of the procurement process. Our policy states that we will not be responsible for this, but if we go to court over this we are likely to lose. Mr. Johnson states that he is working with the vendor to abide by our policy, and see if the county was ripped off, and provide payment for the amount of work done.

**Noah Sedillo** states that the initiation of the repair order was to be a quote. The work was done without receiving the proper paperwork and that is what has brought us here.

**Wayne Johnson** states that had the vendor been able to provide us with any authorization from a county employee, a signature, or some sort of verification/authorization, we would be having a different discussion. This would not be about the vendor it would be about a county employee not following policy.

**Chairman Schwebach** states that we owe a vendor money for services rendered. We don't have proper procurement or no bids. We are at a whim saying this is the proper amount with no comparison, but we are working on this.

**Noah Sedillo** states, yes, that is correct.

**Chairman Schwebach** asks if we have the vehicle back in our possession and we need to get this man some money, is that correct.

**Noah Sedillo** states that he would need to check with Mr. Gary to see if the vehicle is back in our possession.

**Chairman Schwebach** states that it sounds like we do owe the man money, but how much do we owe him. The more important question is where was the failure and why wasn't it done properly in the first place. Chairman Schwebach asks if the vendor is present, if so does he/she wish to speak.

**Lance Brown** from New Mexico Apparatus states that the vehicle was brought to him after it had failed a pump test that was done by another company. There was a delay in getting repairs done so someone realized the truck was still out of service so it was brought to Mr. Brown's attention and was told to get the truck working That was the directive he was given. As far as no one knowing the repairs were being done and no one authorizing the repairs, it was authorized verbally over the phone. Mr. Brown states that he informed the County Manager of this. This happens frequently in his experience.

The parts for these trucks are not easy to get. Mr. Brown states that he spoke with fire administration and stated that they needed to get moving with the repairs. The parts needed to be sent off to make sure they received the correct parts back. The fire administration said that it was fine let's just get this done. Mr. Brown went ahead with the repairs. He has several text

messages from fire administration as well as the district fire chief asking when the truck was going to be completed. As for no one stating they knew nothing of this, Mr. Brown had to contact Noah and ask him what the status with the payment was, this was the first time he had heard there was an issue. When they picked up the truck no one said to stop and say there was a problem. His company proceeded with the repairs and got the truck back in service.

When someone brings him a vehicle to be repaired, he repairs it. Mr. Brown states that it is not his responsibility to follow procurement procedures that is for the employees.

**Commissioner McCall** asks Mr. Brown the reason the vehicle was brought to him, what needed to be repaired.

**Lance Brown** states that there were some drive shaft issues. Due to the lack of maintenance on the trucks it popped a U-Joint during the pump test. They also dropped off a list of various other repairs that needed to be done on the truck. After the repairs were completed his company did another pump test and discovered a whole other list of problems. Those issues were fixed and a pump test was done again before the vehicle has to be placed back into service.

**Commissioner McCall** asks Mr. Brown who authorized the oil change, the fuel filter change, a new tire, etc.

**Lance Brown** states that the district fire chief requested a full pm as well as a bad tire on the truck. The U-Joints there include the whole drive shaft assembly and 3 carriers. Mr. Brown has a text message stating that he should replace the other issues, what do you think of this. To clarify he said he text the fire personnel and asked if he should follow through with repairs, and he said yes.

**Chairman Schwebach** asks Mr. Brown if he has done this type of work in the past without the proper paperwork that this is just standard course of business for him.

**Lance Brown** states that he previously had a contract with the county. They would drop off a repair order or work request, fix it, and then submit the invoice to the county for payment. In this situation he called to make sure that it was ok for him to proceed with the repairs. He didn't want to put in time and energy for repairs if he was not going to get paid for his work.

**Chairman Schwebach** states that we need to pay him but there is a question on whether or not the paperwork is correct because of proper procurement.

**Wayne Johnson** states that they are working on correcting the procurement issue. He has to protect public dollars, so that means authorization. We did not have a current contract in place, which is where a lot of this is coming from. This is an attempt to make sure that the county got the value for the dollars that they were supposed to get. In the future if there is not a contract in place this could fall on the vendor. According to the policy the county should not pay him, but we do not want to go down that road.

Lance Brown states that he understands that policies are in place for employees on the county's end.

Wayne Johnson states that this could be on the county's part but he doesn't know who made the authorization, be it verbal or written.

Commissioner Sanchez asks about the text messages.

Wayne Johnson states that the texts are post approval. They were asking when the truck was going to be completed not giving authorization.

Lance Brown states that the texts are acknowledgement that the repairs are being performed with them not knowing that they do not have the proper paperwork.

Wayne Johnson states that the whole point is to get the authorization to fix the procurement problem. We need to make sure that the county is getting the value for the dollars spent that we are supposed to protect as fiduciaries of this county. We are here today because the intent is to pay the vendor. It is Mr. Johnson's obligation to make sure that this does not happen again, on the county side as well as the vendor side.

Commissioner Sanchez asks how this will be done.

Wayne Johnson states that at this point the Commission will need to authorize him to proceed with payment on this invoice. It is not at his discretion as the County Manager to authorize this per our policy. He will continue to get the quotes from the other vendor and add it to the paper trail. If we are audited we have to go through the correct process. Mr. Johnson does recommend payment on this. He also wants to make sure that this procurement violation does not happen again.

Commissioner McCall asks if we are subject for this turning up on an audit.

Wayne Johnson states that this process will help cure that.

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve payment. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**F.) MANAGER:** Approval of Travel Reimbursement for training to Ft. Collins, CO for Tracey Master.

Wayne Johnson states that this was the approval issue that we spoke about earlier. This is to approve the reimbursement to Tracey Master for actual costs. All of her paperwork is in order, all the receipts have been received by the county, and all of her documentation is appropriate. Ms. Master has acted in good faith on her approval to travel. This is like the previous item where it is a good way to cure that particular policy violation.



**ACTION TAKEN:** Chairman Schwebach makes a motion to approve the Travel Reimbursement for training to Ft. Collins, CO for Tracey Master. Commissioner Sanchez seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**G.) COMMISSION:** Discussion of and possible action regarding county New Mexico True Certification (Commissioner Sanchez)

Commissioner Sanchez states the during the course of trying to find a funding source for the grant application that the Commission approved at the last meeting, he had the opportunity to look into the New Mexico True Certification. There is a grant available through them called the Cooperative Marketing Grant. This grant could be used to supplement an idea that will be forthcoming.

They will be holding some work sessions to be talk to potential applicants about this grant. It may be something that the county should attend so that we are aware of what it offers. The application period for this grant just opened and it closes in May. The next meeting will be held April 24<sup>th</sup>, 2019 in Albuquerque. This would be a suitable opportunity for us to send a representative from the county to get information on this grant.

This grant is very intricate and you have a specific service in mind that you want to market. They will have a team come to assist that county leverage and partner up with the New Mexico True label.

Commissioner McCall asks if this is a matching grant.

Commissioner Sanchez states that he is not sure. From what he has researched so far it does not look like it is a matching grant. If anyone has an opportunity to attend this meeting and get the information to see if it will be helpful to the county, it would be appreciated.

Commissioner McCall asks if Cheryl Allen knows anything about this grant.

Cheryl Allen states that she does not know anything about this. Trying to put something together with a May deadline is not a good idea. Going to the meeting and getting all the information would be useful so that something can be put together for next year. That is a better idea.

Commissioner Sanchez states that this is a good idea as well. He doesn't think that we have anything to request at this time. It would be useful to get the information and work it into something for next year.

Commissioner McCall asks if this grant has to do with tourism because that is what New Mexico True is, correct.

Commissioner Sanchez states that this does not have to be tourism related. It can be any product or service.

**Commissioner McCall** asks who will benefit from this, will it be the county, private business, government, who exactly will this benefit.

**Commissioner Sanchez** states that it can be done a few different ways. Private businesses can apply but so can government and municipalities.

**Chairman Schwebach** states that he would encourage Ms. Allen to attend the meeting and get all the information she can on this. Chairman Schwebach states that he knows very little about the New Mexico True Certificate, but what he does know it could be beneficial to the county. He instructs the County Manager to select a representative to attend the meeting on behalf of the county

## **NO ACTION TAKEN, DISCUSSION ONLY.**

### **13.) DISCUSSION**

**A.) P&Z:** Staff report, P&Z recommendation on the Orion Wind Resources, LLC

**Steve Guetschow** states that on April 3<sup>rd</sup>, 2019 Torrance County P&Z Board heard a representation from representatives from Orion Wind Resources, LLC a division of Orion Renewable Energy Group, LLC regarding a Special Use change in zoning application for the development of a wind powered electric generating facility (wind farm) in multiples sections and portions in Township 5 North, Ranges 14 & 15 East, Township 6 North, Ranges 14 & 15 East, and Township 7 North Range 15 East, N.M.P.M. Public opinion both in support of the application and opposed to the application were also heard. The board was unanimous in a “do pass” recommendation with the following condition:

“A determination is made as to the proposed location of the transmission line in time for the proper notice to be given to stakeholders prior to the Commission meeting (public hearing).”

The applicants agreed to notify P&Z in writing by April 9<sup>th</sup> by the end of the day as to where their transmission line route to link the proposed wind pattern project “Western Spirit” transmission line to be determined or was determined or a request to defer the public hearing to another date beyond the May 8<sup>th</sup>, 2019 Commission meeting. As of yet Mr. Guetschow has not heard back from them.

On April 10<sup>th</sup>, Mr. Guetschow received an email from Dale Lyon, project manager from Souder Miller & Associates requesting the date of the public hearing to be deferred until the June 12<sup>th</sup> Commission meeting. **NO ACTION TAKEN, DISCUSSION ONLY.**

### **14.) EXECUTIVE SESSION**

**A.) Limited personnel matters:** Selection of County Attorney.  
(Closed pursuant to NMSA 1978 Section 10-15-1(H)(2).)

**ACTION TAKEN:** Chairman Schwebach makes a motion to enter into Executive Session. Commissioner McCall seconds the motion. Roll Call Vote: District 1-Yes, District 2-Yes, District 3-Yes. No discussion, all Commissioners in favor. **MOTION CARRIED**

**EXECUTIVE SESSION BEGINS AT 11:11 AM**

**ACTION TAKEN:** Commissioner McCall makes a motion to reconvene from Executive Session. Chairman Schwebach seconds the motion. Roll Call Vote: District 1-Yes, District 2-Yes, District 3-Yes. No discussion, all Commissioners in favor. **MOTION CARRIED**

**RECONVENE FROM EXECUTIVE SESSION AT 1:50 PM**

Chairman Schwebach states that during executive session he is asking for a motion to direct the County Manager to enter into negotiations with the hiring of the new county attorney.

**ACTION TAKEN:** Chairman Schwebach makes a motion to direct the County Manager to enter into negotiations with the hiring of the new county attorney. Commissioner McCall seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**15.) Announcement of next Board of County Commissioners Meeting**

Chairman Schwebach states that the next Commission Meeting will be held on April 24<sup>th</sup>, 2019, 2019 in the Torrance County Administrative Chambers

**\*ADJOURN**

Chairman Schwebach asks for a motion to adjourn the April 10<sup>th</sup>, 2019 Commission Meeting. **ACTION TAKEN:** Chairman Schwebach makes a motion to adjourn the March 13<sup>th</sup>, 2019 Commission Meeting. Commissioner Sanchez seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

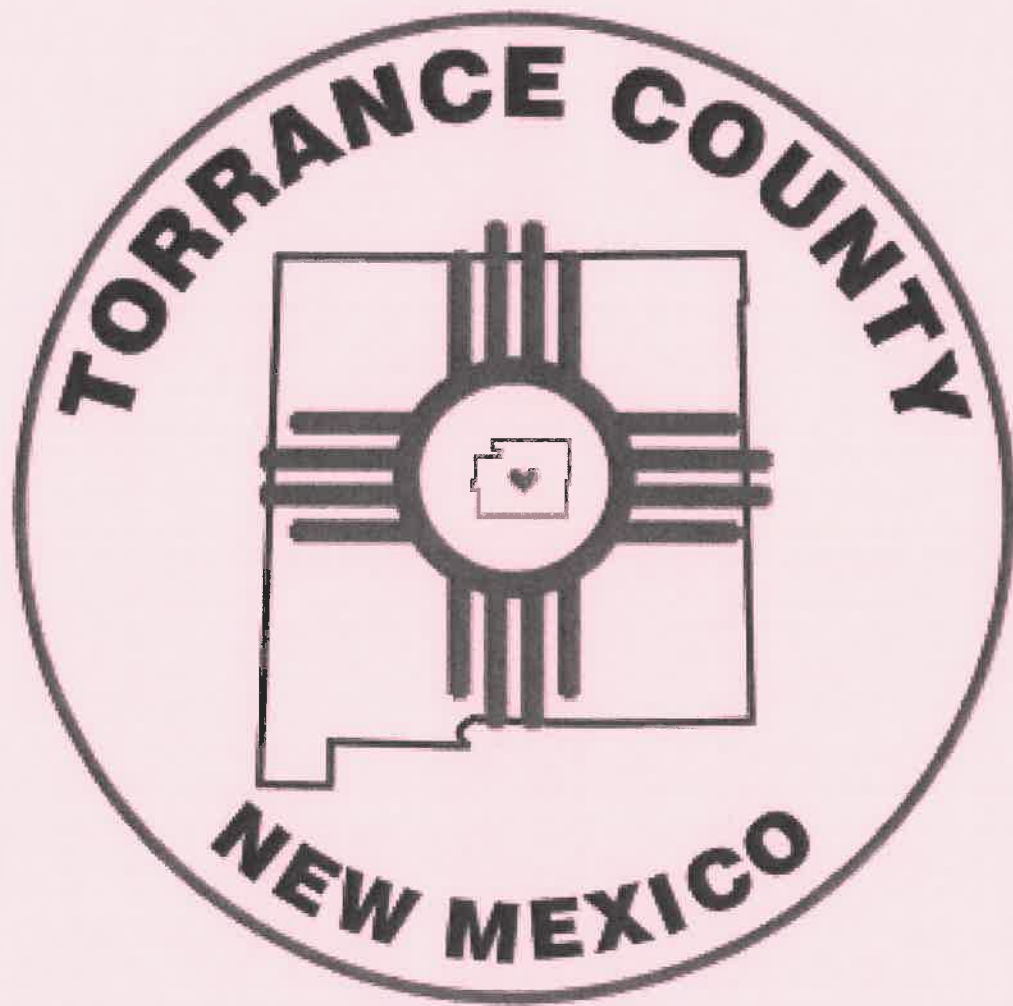
**MEETING ADJOURNED AT 1:51 PM**

\_\_\_\_\_  
Chairman Ryan Schwebach

\_\_\_\_\_  
Yvonne Otero-Administrative Assistant

\_\_\_\_\_  
Date

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



*Agenda Item*  
*No. 9-A*

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

TOTAL CHECKS PRINTED 69

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 142,893.61 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 04/18/2019 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

-----  
Kevin McCall

-----  
Javier Sanchez

-----  
Ryan Schwebach

-----  
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

\*\* GRAND TOTAL \*\* 142,893.61

\*\*TOTAL GENERAL FUND 57,547.37

\*\*DEPT 401-05-2207 COUNTY COMMISSION 37,875.52  
 401-05-2212 TELECOMMUNICATIONS 342.77  
 401-05-2219 PROPERTY/LIABILITY INSURANCE 20,000.00  
 OFFICE SUPPLIES 75.39  
 401-05-2243 KXNM COMMUNITY FOUNDATION 501C3 1,250.00  
 401-05-2272 PROFESSIONAL SERVICES 3,094.03  
 401-05-2273 IRB LEGAL SERVICES 3,105.42  
 401-05-2275 LEGAL SERVICES 10,007.91

\*\*DEPT 401-08-2202 PLANNING & ZONING 101.72  
 401-08-2219 VEHICLE FUEL 54.54  
 OFFICE SUPPLIES 47.18

\*\*DEPT 401-10-2202 COUNTY MANAGER 396.20  
 401-10-2207 VEHICLE FUEL 49.07  
 TELECOMMUNICATIONS 347.13

\*\*DEPT 401-15-2202 ADMINISTRATIVE OFFICES MAINTENAN 772.64  
 401-15-2215 VEHICLE FUEL 65.79  
 BUILDING MAINTENANCE/REPAIR 706.85

\*\*DEPT 401-20-2207 COUNTY CLERK 55.82  
 TELECOMMUNICATIONS 55.82

\*\*DEPT 401-30-2202 COUNTY TREASURER 486.68  
 401-30-2203 VEHICLE FUEL 79.65  
 MAINTENANCE CONTRACTS 280.88  
 401-30-2207 TELECOMMUNICATIONS 126.15

\*\*DEPT 401-40-2102 COUNTY ASSESSOR 189.65  
 FULL TIME SALARIES 189.65

\*\*DEPT 401-50-2202 COUNTY SHERIFF 10,056.07  
 401-50-2207 VEHICLE FUEL 7,127.81  
 TELECOMMUNICATIONS 1,709.26  
 401-50-2272 PROFESSIONAL SERVICES 1,219.00

\*\*DEPT 401-55-2207 FINANCE DEPARTMENT 123.97  
 TELECOMMUNICATIONS 48.58  
 401-55-2219 OFFICE SUPPLIES 75.39

\*\*DEPT 401-65-2203 INFORMATION TECHNOLOGY DEPARTMEN 5,938.08  
 401-65-2218 MAINTENANCE CONTRACTS 5,540.10  
 EQUIPMENT MAINTENANCE/REPAIR 397.98

\*\*DEPT 401-82-2202 ANIMAL SHELTER 1,551.02  
 401-82-2207 VEHICLE FUEL 249.47  
 401-82-2207 TELECOMMUNICATIONS 274.55  
 401-82-2272 PROFESSIONAL SERVICES 1,027.00

\*\*TOTAL ROAD FUND 13,971.50  
 \*\*DEPT COUNTY ROAD DEPARTMENT 13,700.23  
 402-60-2207 TELECOMMUNICATIONS 257.57

403-60-2219  
402-60-2244

OFFICE SUPPLIES  
MACHINERY MAINTENANCE/REPAIR

253.17  
10,240.00

.00  
.00



402-60-2255 CATTLEGUARDS/CULVERTS 998.11 .00  
 402-60-2256 ROAD MATERIALS 1,951.38 .00  
 \*\*DEPT COUNTY ROAD SHOP 271.27 .00  
 402-61-2250 SHOP SUPPLIES 271.27 .00  
 \*\*TOTAL FARM & RANGE 9,204.94 .00

\*\*DEPT FARM & RANGE 9,204.94 .00  
 403-66-2278 ANIMAL DAMAGE CONTROL 9,204.94 .00  
 \*\*TOTAL DISTRICT 5 VFD 11,722.99 .00

\*\*DEPT STATE FIRE ALLOTMENT 11,722.99 .00  
 405-91-2201 VEHICLE MAINTENANCE/REPAIR 10,220.39 .00  
 405-91-2202 VEHICLE FUEL 517.70 .00  
 405-91-2207 TELECOMMUNICATIONS 415.52 .00  
 405-91-2210 WATER/SEWER/TRASH 352.30 .00  
 405-91-2230 MEDICAL SUPPLIES 135.93 .00  
 405-91-2272 PROFESSIONAL SERVICES 81.15 .00  
 \*\*TOTAL DISTRICT 2 VFD 763.06 .00

\*\*DEPT STATE FIRE ALLOTMENT 763.06 .00  
 406-91-2202 VEHICLE FUEL 192.55 .00  
 406-91-2207 TELECOMMUNICATIONS 248.54 .00  
 406-91-2219 OFFICE SUPPLIES 81.94 .00  
 406-91-2248 SAFETY EQUIPMENT 163.88 .00  
 406-91-2272 PROFESSIONAL SERVICES 76.15 .00  
 \*\*TOTAL DISTRICT 1 VFD 2,132.95 .00

\*\*DEPT STATE FIRE ALLOTMENT 2,132.95 .00  
 407-91-2202 VEHICLE FUEL 91.14 .00  
 407-91-2209 HEATING/GAS/PROPANE 2,041.81 .00  
 \*\*TOTAL DISTRICT 3 VFD 1,076.06 .00

\*\*DEPT STATE FIRE ALLOTMENT 1,076.06 .00  
 408-91-2201 VEHICLE MAINTENANCE/REPAIR 220.00 .00  
 408-91-2202 VEHICLE FUEL 240.82 .00  
 408-91-2207 TELECOMMUNICATIONS 303.84 .00  
 408-91-2230 MEDICAL SUPPLIES 155.25 .00  
 408-91-2272 PROFESSIONAL SERVICES 156.15 .00  
 \*\*TOTAL DISTRICT 4 VFD 247.82 .00

\*\*DEPT STATE FIRE ALLOTMENT 247.82 .00  
 409-91-2207 TELECOMMUNICATIONS 166.67 .00  
 409-91-2272 PROFESSIONAL SERVICES 81.15 .00  
 \*\*TOTAL COUNTY FIRE PROTECTION FUND 2,499.00 .00

\*\*DEPT 1/4% FIRE EXCISE TAX 2,499.00 .00  
 411-92-2248 SAFETY EQUIPMENT 2,499.00 .00  
 \*\*TOTAL FIRE DEPARTMENT ADMIN 2,233.88 .00  
 \*\*DEPT STATE FIRE ALLOTMENT 2,233.88 .00

413-91-2202  
413-91-2207

VEHICLE FUEL  
TELECOMMUNICATIONS

668.09  
420.30

.00  
.00

413-91-2210 WATER/SEWER/TRASH 405.27 .00  
 413-91-2248 SAFETY EQUIPMENT 704.07 .00  
 413-91-2272 PROFESSIONAL SERVICES 36.15 .00  
 \*\*TOTAL 1145.51 .00

DISTRICT 6 VPD 323.59 .00

\*\*DEPT 418-91-2202 STATE FIRE ALLOTMENT 323.59 .00  
 418-91-2207 VEHICLE FUEL 37.87 .00  
 418-91-2210 WATER/SEWER/TRASH 230.46 .00  
 55.26 .00  
 \*\*TOTAL 599.34 .00

\*\*DEPT 420-70-2207 ADULT INMATE CARE 547.18 .00  
 TELECOMMUNICATIONS 547.18 .00

\*\*DEPT 420-73-2202 COMMUNITY MONITORING 52.16 .00  
 VEHICLE FUEL 52.16 .00  
 \*\*TOTAL 372.25 .00

\*\*DEPT 600-06-2248 RISK MANAGEMENT 372.25 .00  
 SAFETY EQUIPMENT 297.25 .00  
 600-06-2269 MEMBERSHIP DUES/SUBSCRIPTIONS 75.00 .00

\*\*TOTAL CIVIL DEFENSE FUND 90.36 .00  
 \*\*DEPT 604-83-2202 COMMUNICATIONS/EMS TAX 90.36 .00  
 604-83-2207 VEHICLE FUEL 46.83 .00  
 TELECOMMUNICATIONS 43.53 .00

\*\*TOTAL DWI PROGRAM FUND 1,203.89 .00  
 \*\*DEPT 605-13-2205 DWI DISTRIBUTION GRANT FY19 1,168.69 .00  
 605-13-2205 MILEAGE/PER DIEM 1,168.69 .00

\*\*DEPT 605-54-2202 SMART CHOICE 35.20 .00  
 VEHICLE FUEL 35.20 .00  
 \*\*TOTAL PROPERTY VALUATION FUND 69.96 .00

\*\*DEPT 610-40-2202 COUNTY ASSESSOR 69.96 .00  
 VEHICLE FUEL 69.96 .00  
 \*\*TOTAL CLERK'S EQUIPMENT FUND 110.70 .00

\*\*DEPT 612-20-2218 COUNTY CLERK 110.70 .00  
 EQUIPMENT MAINTENANCE/REPAIR 110.70 .00  
 \*\*TOTAL COUNTY INFRASTRUCTURE GRT 26,909.40 .00

\*\*DEPT 620-94-2215 INFRASTRUCTURE GROSS RECEIPTS TX 26,909.40 .00  
 620-94-2618 BUILDING MAINTENANCE/REPAIR 532.40 .00  
 CO/VEHICLES 26,377.00 .00

\*\*TOTAL CAPITAL OUTLAY GROSS RECEIPTS TX 5,293.52 .00  
 \*\*DEPT CAPITAL OUTLAY GROSS RECEIPTS TX 5,293.52 .00  
 621-96-2611 CO/BUILDINGS & IMPROVEMENTS 2,092.92 .00

621-96-2613

CO/ROAD CONSTRUCTION/RECONSTRUCT

3,200.60

.00

\*\*TOTAL

RURAL ADDRESSING

44.55

.00

\*\*DEPT 675-07-2202 RURAL ADDRESSING 44.55 .00  
 VEHICLE FUEL 44.55 .00

\*\*TOTAL 139.23 .00

\*\*DEPT 685-08-2202 PLANNING & ZONING 139.23 .00  
 VEHICLE FUEL 139.23 .00

\*\*TOTAL 218.86 .00

\*\*DEPT 690-09-2202 WIND PILF 218.86 .00  
 VEHICLE FUEL 21.06 .00  
 EQUIPMENT LEASES 197.80 .00

\*\*TOTAL 50.00 .00

\*\*DEPT 691-38-2283 VICTIM RESTITUTION 50.00 .00  
 VICTIM SUPPORT 50.00 .00

\*\*TOTAL 6,068.39 .00

\*\*DEPT 911-80-2202 911-DISPATCH CENTER 6,068.39 .00  
 VEHICLE FUEL 28.32 .00  
 TELECOMMUNICATIONS 540.54 .00  
 BUILDING MAINTENANCE/REPAIR 136.51 .00  
 EQUIPMENT MAINTENANCE/REPAIR 3,656.01 .00  
 MEMBERSHIP DUES/SUBSCRIPTIONS 1,558.94 .00  
 PROFESSIONAL SERVICES 148.07 .00

BANK01 US BANK 142,893.61 .00  
 \*\* BANK TOTALS \*\* 142,893.61 .00

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 R	107218	WEX FLEET UNIVERSAL	MANAGER FUEL BILL 12/18 REPLACE-	401-10-2202	141119	04/10/2019		49.07
	9368.57		MENT BILL					
	04/10/2019		MAINTENANCE FUEL BILL	401-15-2202				65.79
			TREASURER FUEL BILL	401-30-2202				79.65
			ASSESSOR FUEL BILL	610-40-2202				69.96
			SHERIFF FUEL BILL	401-50-2202				7127.81
			TCFD5 FUEL BILL	405-91-2202				517.70
			TCFD2 FUEL BILL	406-91-2202				192.55
			TCFD1 FUEL BILL	407-91-2202				91.14
			TCFD3 FUEL BILL	408-91-2202				240.82
			FIRE ADMIN	413-91-2202				668.09
			TCFD6 FUEL BILL	418-91-2202				37.87
			ELECTRONIC MONITORING FUEL BILL	420-73-2202				52.16
			EMERGENCY MANAGER FUEL BILL	604-83-2202				46.83
			DWI FUEL BILL	605-54-2202				35.20
			RURAL ADDRESSING FUEL BILL	675-07-2202				44.55
			DV FUEL BILL	690-09-2202				21.06
			DISPATCH FUEL BILL	911-80-2202				28.32

COUNTY MANAGER	49.07	ADMINISTRATIVE OFFICERS	65.79	COUNTY TREASURER	79.65
COUNTY ASSESSOR	69.96	COUNTY SHERIFF	7127.81	STATE FIRE ALLOTMENT	1748.17
COMMUNITY MONITORING	52.16	COMMUNICATIONS/EMS TAX	46.83	SMART CHOICE	35.20
RURAL ADDRESSING	44.55	WIND FILT	21.06	911-DISPATCH CENTER	28.32

01 O	107219	AIRGAS USA LLC	CYLINDER RENTAL FEE MAR-19	405-91-2230	1741119	04/11/2019		135.93
	291.18		INVOICE #9960996398 ACCT #					
	04/11/2019		2287851					
			CYLINDER RENTAL FEE MAR-19	408-91-2230	1841119	04/11/2019		155.25
			INVOICE #9961036881 ACCT#					
			2296717					

STATE FIRE ALLOTMENT		291.18
01 O	107220	AMBITIONS TECHNOLOGY GROUP LLC 3 YEAR SONICWALL TZ400 GATEWAY SECURITY RENEWAL
	1558.94	DELI SONIC WALL TZ400 AGSS (3 YEAR) T2019.0023 BLOCK HR CONSULTING 12 HRS ADVANCED GATEWAY SECURITY SUITE BUNDLE RENEWAL FOR YOUR CURRENT TZ400 INVOICE #7574
	04/11/2019	

911-DISPATCH CENTER		1558.94
01 O	107221	AT & T MOBILITY LLC
	97.38	ACCT #287281210062 B. GARLAND
	04/11/2019	INVOICE #287281210062X0328219

COUNTY MANAGER		97.38
01 O	107222	BOB TURNER'S FORD COUNTRY
	25722.00	2019 FORD F150 4X4 SHORT BED
	04/11/2019	H. BED LINER/SPRAY-ON
		AC. MIRRORS/POWER
		AQ. SPOTLIGHT
		AY. TOOLBOX DUAL LID
		BE. TRAILER TOWING CLASS 3
		BS. HEADACHE RACK
		2019 FORD F-150 XL 4WD SUPERCAB

6.5' BOX VIN#1FTBX1B4KKD06157  
INVOICE#6157

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
INFRASTRUCTURE GROSS R 25722.00								
01 O	107223	CARROT-TOP INDUSTRIES	UNITED STATES FLAGS (OUTDOOR)	620-94-2215	1641119	04/11/2019	33640	305.70
	328.99		SHIPPING & HANDLING	620-94-2215	/	/	33640	23.29
	04/11/2019		5X8 POLYESTER SHIPPING INVOICE #					
			41935600 ACCT #444236					

INFRASTRUCTURE GROSS R 328.99								
01 O	107224	CATERPILLAR FINANCIAL SVCS	CORP/LOADER-LATE CHARGES INVOICE #	621-96-2613	1141119	04/11/2019		534.90
	3200.60		19760019 ACCT #7488-000					
	04/11/2019		LOADER INVOICE #19760019	621-96-2613	6041119	04/11/2019		1782.94
			ACCT #7488-000					
			BACK HOE PAYMENT INVOICE #	621-96-2613	6141119	04/11/2019		882.76
			19727506 ACCT #0768810-000					

CAPITAL OUTLAY GROSS R 3200.60								
01 O	107225	COMPUTER CORNER INC	APC BACK-UPS PRO 1500 TOWER UPS	401-65-2218	5541119	04/11/2019	33651	397.98
	397.98		INVOICE #172865 ACCT #2464732					
	04/11/2019							

INFORMATION TECHNOLOGY 397.98								
01 O	107226	CONTECH ENGINEERED SOLUTIONS	18X20 CULVERTS	402-60-2255	1341119	04/11/2019	33666	998.11
	998.11		BANDS					
	04/11/2019		AND O-RINGS INVOICE #18198108					
			ACCT #2052700395107					

COUNTY ROAD DEPARTMENT 998.11								
01 O	107227	DESIGN SILK SCREEN PRINTERS	STRIPPING OF SIDES, TALGATE	411-92-2248	2041119	04/11/2019	33594	2499.00
	3154.00		ROOF, EMERGENCY DIAL 911				33594	
	04/11/2019		BOTH ENDS OF BED-PD10				33594	
			INVOICE #34711 ACCT #1214					
			COUNTY DOOR DECALS	620-94-2618	5041119	04/11/2019	33273	655.00
			FRONT FENDOR/ASSET #				33273	
			TALGATE/SAFETY DECAL				33273	
			ROOF ASSET #				33273	
			UNIT A02				33273	

1/4" FIRE EXCISE TAX 2499.00								
INFRASTRUCTURE GROSS R 655.00								
01 O	107228	EASTVIEW	ELECTRICAL AND PLUMBING SUPPLIES	401-15-2215	6341119	04/11/2019	33504	154.44
	154.44		FOR BUILDING MAINTENANCE.				33504	
	04/11/2019		MARCH 2019.				33504	
			INVOICE #28899					

ADMINISTRATIVE OFFICES 154.44								
01 O	107229	GASTELUM, RUBEN	OVERPAYMENT OF VISION BENEFITS	401-40-2102	6741119	04/11/2019		140.64
	140.64		OVERPAYMENT OF DENTAL BENEFITS					
	04/11/2019		OVERPAYMENT OF PRESBYTERIAN BENEFITS					

COUNTY ASSESSOR 140.64								
COUNTY ASSESSOR 140.64								



01 0 107230  
831.34

GUSTIN HARDWARE INC.

STRAPS, SHOVELS, FITTINGS, NUTS, 402-61-2250  
BOLTS AND SHOP SUPPLIES

6241119 04/11/2019

33631  
33631

271.27

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

04/11/2019  
 INVOICE #BILL DATE 3-31-19  
 ACCT #126  
 ELECTRICAL, PLUMBING, ROOFING,  
 & HARDWARE SUPPLIES FOR BLDG  
 MAINTENANCE.  
 MARCH 2019. MONTHLY PO JAN '19  
 ACCT #125  
 REPLACEMENT LED LIGHTS FOR  
 HALLWAYS AT ADMIN.  
 ACCT #125  
 401-15-2215 6441119 04/11/2019 33503 356.66  
 620-94-2215 6541119 04/11/2019 33598 203.41  
 405-91-2210 2141119 04/11/2019 33503 33503  
 405-91-2210 2141119 04/11/2019 33503 33503

COUNTY ROAD SHOP 271.27 ADMINISTRATIVE OFFICES 356.66 INFRASTRUCTURE GROSS R 203.41  
 01 O 107231 HOMESTEAD WATER CO. DISTRICT 5 WATER BILL MARCH 2019  
 13.65  
 04/11/2019

STATE FIRE ALLOTMENT 13.65  
 01 O 107232 HONSTEIN OIL CO. VEHICLE FUEL INV#ZZ2252 401-82-2202 4741119 04/11/2019 249.47  
 443.24 INVOICE #ZZ2252 ACCT #2445/  
 04/11/2019 TCANISHEL  
 P&Z FUEL 3/18/19 685-08-2202 7841119 04/11/2019 47.05  
 3/25/19 685-08-2202 / / 48.33  
 3/28/19 685-08-2202 / / 43.85  
 3/18/19 401-08-2202 / / 28.33  
 3/25/19 401-08-2202 / / 26.21  
 INVOICE #ZZ2252

ANIMAL SHELTER 249.47 PLANNING & ZONING 193.77  
 01 O 107233 IRON MOUNTAIN RECORDS MANAGEMENT/STORAGE FEE FOR MICROFILM 612-20-2218 2341119 04/11/2019 32731 110.70  
 110.70 INVOICE#201857644 ACCT #  
 04/11/2019 23-2588479

COUNTY CLERK 110.70  
 01 O 107234 KXNM-FM 88.7 APRIL 2019 BROADCAST FOR 401-05-2243 3141119 04/11/2019 1250.00  
 1250.00 COMMISSION MEETINGS AND PSA'S  
 04/11/2019 INVOICE#1982

COUNTY COMMISSION 1250.00  
 01 O 107235 LOBO INTERNET SERVICES LTD MONTHLY INTERNET BILL 2019-04-01 408-91-2272 4341119 04/11/2019 156.15  
 578.82 TO 2019-05-01  
 TCFD 2,3,4,5, & FIRE ADMIN 409-91-2272 / / 81.15  
 405-91-2272 / / 81.15  
 406-91-2272 / / 76.15  
 413-91-2272 / / 36.15  
 INVOICE #112396 ACCT#10926 4641119 04/11/2019 148.07  
 LOBO NET INTERNET SERVICES FOR  
 MARCH TAXES INVOICE #112399  
 ACCT #10958

STATE FIRE ALLOTMENT 430.75 911-DISPATCH CENTER 148.07  
 01 O 107236 MASTER, TRACEY TRAVEL TO FORT COLLINS COLORADO 605-13-2205 5141119 04/11/2019 1168.69  
 1168.69 MRT AND TRAUMA INFORMED TRAINING  
 04/11/2019







CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	107245	PLATEAU WIRELESS	CIRCUIT LINES FOR FIBROPTIC	401-65-2203	3241119	04/11/2019		1270.15
	1270.15		4/01/2019-4/30/2019					
	04/11/2019		ACCT #3061934					

INFORMATION TECHNOLOGY 1270.15

01 O	107246	POSITIVE PROMOTIONS	911 DISPATCHES: THIS GOLD LINE	600-06-2248	5441119	04/11/2019		33652
	297.25		PARACORD KEY CHAIN WITH CARD					269.00
	04/11/2019		SHIPPING & HANDLING	600-06-2248		/		33652
			PE19:KEY CHAIN CARD:911 DISPATCH			/		28.25
			PRESS SET UP CHARGE SHIPPING AND					
			HANDLING INVOICE #6247026					
			ACCT #00317450-04					

RISK MANAGEMENT 297.25

01 O	107247	QWEST CORPORATION	MONTHLY PHONE BILL FOR THE	401-82-2207	341119	04/11/2019		274.55
	274.55		MONTH OF MARCH ACCT#					
	04/11/2019		5053845117227B B					

ANIMAL SHELTER 274.55

01 O	107248	QWEST CORPORATION	FAX MACHINE INVOICE BILL DATE	402-60-2207	1241119	04/11/2019		97.23
	97.23		3-28-19 ACCT #505-308-2550-					
	04/11/2019		082B					

COUNTY ROAD DEPARTMENT 97.23

01 O	107249	QWEST CORPORATION	FAX LINE BILL ACCT #384-4080-	401-20-2207	2441119	04/11/2019		55.82
	55.82		353B					
	04/11/2019							

COUNTY CLERK 55.82

01 O	107250	QWEST CORPORATION	MONTHLY PHONE BILL FOR MARCH	911-80-2207	2641119	04/11/2019		540.54
	540.54		ACCT #505-384-9631581B					
	04/11/2019							

911-DISPATCH CENTER 540.54

01 O	107251	QWEST CORPORATION	505-384-5294 082B MANAGER'S	401-10-2207	3441119	04/11/2019		191.83
	191.83		FAX LINE ACCT #505-384-5294 082B					
	04/11/2019							

COUNTY MANAGER 191.83

01 O	107252	QWEST CORPORATION	MORTALTY SENIOR CENTER 505-832-	401-05-2207	3541119	04/11/2019		342.77
	342.77		4425 163B					
	04/11/2019		ESTANCIA SENIOR CENTER 505-384-					
			5010 995B					
			MOUNTAINAIR SENIOR CENTER 505-					
			847-2885 204B					

COUNTY COMMISSION 342.77

01 O	107253	QWEST CORPORATION	MONTHLY CHARGES DIST 6VPD	418-91-2207	7141119	04/11/2019		230.46
	230.46		MARCH 28, 2019 TO APRIL 27, 2019					

04/11/2019

STATE FIRE ALLOTMENT

230.46

ACCT #505-384-0048 901B

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	107254	QWEST CORPORATION	MONTHLY CHARGES MARCH 28, 2019 TO	406-91-2207	7241119	04/11/2019		205.01
	205.01		APRIL 27, 2019 505-832-4040 899B					
	04/11/2019		ACCT #505-832-4040 899B DIST 2					
			VFD					

STATE FIRE ALLOTMENT	205.01
01 O 107255	QWEST CORPORATION
303.84	
04/11/2019	
	MONTHLY CHARGES DIST 3VFD
	408-91-2207
	7341119 04/11/2019
	303.84
	ACCT #505-384-2810 154B
	#505-832-4911 598B MARCH 28, 2019
	TO APRIL 27, 2019

STATE FIRE ALLOTMENT	303.84
01 O 107256	QWEST CORPORATION
166.67	
04/11/2019	
	MONTHLY CHARGES DIST 4VFD
	409-91-2207
	7441119 04/11/2019
	166.67
	MARCH 28, 2019 TO APRIL 27, 2019
	ACCT #505-384-2353 044B

STATE FIRE ALLOTMENT	166.67
01 O 107257	QWEST CORPORATION
371.99	
04/11/2019	
	MONTHLY CHARGES DIST 5VFD
	405-91-2207
	7541119 04/11/2019
	371.99
	ACCT #505-832-0000 494B
	#505-832-4068 906B #505-832-5104
	623B MARCH 28, 2019 TO APRIL 27,
	2019

STATE FIRE ALLOTMENT	371.99
01 O 107258	QWEST CORPORATION
289.71	
04/11/2019	
	MONTHLY CHARGES MARCH 28, 2019 TO
	413-91-2207
	7641119 04/11/2019
	289.71
	APRIL 27, 2019 ACCT #505-384-1067
	935B #505-832-9606 538B FIRE
	ADMTN

STATE FIRE ALLOTMENT	289.71
01 O 107259	QWEST CORPORATION
30.09	
04/11/2019	
	FAX LINE SHERIFF INVOICE #MAR-19
	401-50-2207
	8041119 04/11/2019
	30.09
	ACCT #505384127 7937B

COUNTY SHERIFF	30.09
01 O 107260	QWEST CORPORATION
547.18	
04/11/2019	
	SHERIFF PAST DUE
	420-70-2207
	8141119 04/11/2019
	273.59
	SHERIFF CURRENT INVOICE MAR-19
	420-70-2207
	273.59
	ACCT #N 505-832-0012 749M

ADULT INMATE CARE	547.18
01 O 107261	QWEST CORPORATION
57.28	
04/11/2019	
	TREASURER'S OFFICE FAX LINE
	401-30-2207
	8241119 04/11/2019
	57.28
	CHARGES 28-MAR-19 CHARGES
	3.28.19 TO 4.27.19 ACCT #505-384
	43810889B

COUNTY TREASURER	57.28
01 O 107262	REDBURN TIRE CO.
10240.00	
04/11/2019	
	TIRES FOR FOUR MACK SEMI TIRES.
	402-60-2244
	5941119 04/11/2019
	33635
	NM STATE PRICE AGREEMENT
	#20-000-00-0083B
	33635
	10240.00



COUNTY ROAD DEPARTMENT 10240.00

INVOICE #50106356 ACCT #88034

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	107263	RICOH USA, INC	MP3545P C86130949 1/23/19 TO 2/22/2019 RENT ADDITIONAL IMAGES	401-30-2203	2541119	04/11/2019		280.88
	280.88		STATE TAX CITY TAX COUNTY TAX					
	04/11/2019		INVOICE #101949324 ACCT #80569-1027265UC					

COUNTY TREASURER 280.88								
01 O	107264	RICOH USA, INC	PERIODIC PAYMENT 4/1/19-4/30/19 INVOICE #31553323	690-09-2284	6641119	04/11/2019		197.80
	197.80		ACCT #3940880					
	04/11/2019							

WIND PILT 197.80								
01 O	107265	RMS SERVICES	HVAC MAINTENANCE - ADMIN	621-96-2611	3741119	04/11/2019		33671
	2194.33		MARCH 2019					33671
	04/11/2019		HVAC MAINTENANCE - JUDICIAL	621-96-2611		/ /		33671
			MARCH 2019					33671
			INVOICE #3987/3988					33291
			REPAIR & REPLACE BACK FLOW	401-15-2215	5841119	04/11/2019		101.41
			PREVENTER AT ANIMAL SHELTER					33291
			INVOICE #4906					

CAPITAL OUTLAY GROSS R 2092.92 ADMINISTRATIVE OFFICES 101.41								
01 O	107266	RYDESKI & COMPANY	PROFESSIONAL SERVICES FOR APRIL 2019 NM GROSS RECEIPTS TAX	401-05-2272	3341119	04/11/2019		2704.69
	2704.69							
	04/11/2019							

COUNTY COMMISSION 2704.69								
01 O	107267	SAMBA HOLDINGS, INC.	DRIVERS LICENSE MONITORING	401-05-2272	2941119	04/11/2019		33653
	244.34		MVR STATE FEE TAXES/FEES					244.34
	04/11/2019		INVOICE #143541 ACCT #3632					

COUNTY COMMISSION 244.34								
01 R	107268	SEDILO, D'VAUN	REPUND CHECK FROM AFLAC	401-40-2102	141119	04/11/2019		49.01
	49.01							
	04/11/2019							

COUNTY ASSESSOR 49.01								
01 O	107269	STAPLES BUSINESS ADVANTAGE	BUSINESS CARDS, LIGHT FIXTURE, THREE RING BINDER, AND DESK CHAIR. INVOICE #3408926564-	402-60-2219	1441119	04/11/2019		33633
	253.17		3408926563 ACCT #7010985					33633
	04/11/2019							

COUNTY ROAD DEPARTMENT 253.17								
01 O	107270	STAPLES BUSINESS ADVANTAGE	STAPLES 8.5"X11" COPY PAPER	406-91-2219	3841119	04/11/2019		33576
	293.00		STAPLES REMARX DRY ERASE MARKERS	406-91-2219		/ /		33576
	04/11/2019		ZEBRA Z-GRIP RETRACTABLE BALL	406-91-2219		/ /		33576
			POINT PEN			/ /		33576
			2019 DESK CALENDARS	406-91-2219		/ /		33576
			DONUT SHOP COFFEE, KEURIG K-CUP	406-91-2248		/ /		33576
			PODS, MED ROAST			/ /		33576

DEFENDER HD 120 FT. EXTENSION  
CABLE 406-91-2248

/ /

33576  
33576

111.96

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			ACCT #394849					
			STORAGE BOXES 10 CT.	401-08-2219	7741119	04/11/2019	33243	16.82
			STENO NOTEBOOK 12 CT.	401-08-2219		/ /	33243	13.11
			SMALL BINDER CLIPS 144 PK	401-08-2219		/ /	33243	17.25
			INVOICE #3398447086 ACCT #394849					

STATE FIRE ALLOTMENT	245.82	PLANNING & ZONING	47.18
01 O 107271	T-MOBILE USA, INC	WIFI HOT SPOT MONTHLY CHARGE	401-30-2207
2276.06		TREASURERS	
04/11/2019		SO WIRELESS MAR-19	401-50-2207
		ACCT #1471887	
		HOT SPOT FINANCE	401-55-2207
		HOT SPOT CIVIL DEFENSE	604-83-2207
		MANAGER MONTHLY BILL	401-10-2207
		MARCH/APRIL 2019 339-7900 MOBILE	413-91-2207
		HOT SPOT 339-7909 MOBILE HOT	
		SPOT 339-7923 MOBILE HOT SPOT	
		FIRE ADMIN	
		MONTHLY CHARGES DIST 2VFD 910-	406-91-2207
		0743	
		MONTHLY CHARGES 582-6058 DIST	405-91-2207
		5 VFD 582-6058	
		ROAD PHONE	402-60-2207

COUNTY TREASURER	68.87	COUNTY SHERIFF	1679.17	FINANCE DEPARTMENT	48.58
COMMUNICATIONS/EWS TAX	43.53	COUNTY MANAGER	57.92	STATE FIRE ALLOTMENT	217.65
COUNTY ROAD DEPARTMENT	160.34				
01 O 107272	TJ ENTERPRISES AUTO SUPPLY	AUTO PARTS, HARDWARE BUILDING	401-15-2215		
94.34		AND VEHICLE MAINTENANCE.			
04/11/2019		MARCH 2019.ACCT #32156			

ADMINISTRATIVE OFFICERS	94.34
01 O 107273	TRIADIC INC.
4420.73	
04/11/2019	
	TAX INVOICE #27:00.5
	ACCT #1425
	4 REAMS OF BLUE CHECK STOCK
	INVOICE #1701004

INFORMATION TECHNOLOGY	4269.95	FINANCE DEPARTMENT	75.39	COUNTY COMMISSION	75.39
01 O 107274	TWO GUNZ CUSTOMZ & HYDROGRAPHICSQUAD 5				
2719.50					
04/11/2019					
	R&R FRONT WHEEL BEARINGS (BOTH	405-91-2201			
	SIDES)				
	R&R TIE ROD END (INNER)	405-91-2201			
	R&R TIE ROD END (OUTER)	405-91-2201			
	R&R CENTER (DRAG) LINK	405-91-2201			
	R&R PITMAN ARM	405-91-2201			
	R&R STEERING STABILIZER SHOCKS	405-91-2201			
	PARTS ESTIMATE	405-91-2201			
	INVOICE #1490				
	ATTACK 3-1				
	PM TO INCLUDE SYNTHETIC OIL,	408-91-2201			
	AIR FILTER, OIL FILTER AND PM ON				
	TRANSFER CASE				
	HOURS LABOR				
	INVOICE #1499				

					3941119	/ /		33525	525.00
						/ /		33525	
						/ /		33525	275.00
						/ /		33525	275.00
						/ /		33525	312.50
						/ /		33525	250.00
						/ /		33525	100.00
						/ /		33525	762.00
					4041119	/ /		33435	220.00
						/ /		33435	
						/ /		33435	33435
						/ /		33435	33435



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	107275	UNIVERSAL BACKGROUND SCREENING	BACKGROUND CHECKS AND DRUG TESTS	401-05-2272	2741119	04/11/2019	32809	145.00
	145.00		PRE-EMPLOYMENT BACKGROUND CHECK & PRE-EMPLOYMENT DRUG TESTING E. CARPIO, C. JUCERO, M. PROPP, M. RILEY, E. THURSTON INVOICE #201903013415					
04/11/2019								

COUNTY COMMISSION		145.00
01 O	107276	USDA, APHIS WILDLIFE SERVICES
	9204.94	PERSONNEL COMPENSATION PROGRAM
04/11/2019		SUPPORT INVOICE #3003051866 ACCT #6011641

FARM & RANGE		9204.94
01 O	107277	WAGNER EQUIPMENT CO.
	3656.01	PERFORM PM-2 SERVICE ON SITE AT CAPILLA PEAK. ESTIMATE TROUBLESHOOT EMERGENCY KOHLER GENERATOR SET DURING ANNUAL PM. NMGRY INVOICE#S15W0773685
04/11/2019		

911-DISPATCH CENTER		3656.01
01 O	107278	WALLIN LAW FIRM, THE
	13113.33	GENERAL BUSINESS 3/05/19-3/29/19
04/11/2019		TAX ADDITIONAL CHARGES INVOICE # 8983 IBERDROLA 3/5/19-3/8/19 TAX ADDITIONAL CHARGES INVOICE #8984 AVANGRID 3/5/19-3/22/19 TAX ADDITIONAL CHARGES INVOICE #8982 MERCED DEL PUEBLO APPEAL PROFESSIONAL SERVICES 3/7/19- 3/28/19 TAX ADDITIONAL CHARGES INVOICE #8985 PNMR PROFESSIONAL SERVICES 3/5/19-3/20/19 TAX INVOICE #8987 NEXTERA PROFESSIONAL SERVICES 3/7/19 & 3/22/19 TAX INVOICE #8986
		401-05-2273 641119 04/11/2019 974.69
		401-05-2275 741119 04/11/2019 2130.73
		401-05-2275 841119 04/11/2019 573.71
		401-05-2275 941119 04/11/2019 1356.86
		401-05-2275 1041119 04/11/2019 218.07

COUNTY COMMISSION		13113.33
01 O	107279	WASTE MANAGEMENT OF NM INC.
	743.92	MONTHLY CHARGES 8 YARD DUMPSTER
04/11/2019		04/01/2019 TO 04/30/2019 INVOICE #8657256-0573-3 ACCT #18-98130- 33003 MONTHLY CHARGES 1-8 YARD DUMPSTER 04/01/2019 TO 04/30/2019 INVOICE #8656908- 0573-0 ACCT#2-08123-14009
		405-91-2210 4141119 04/11/2019 338.65
		413-91-2210 4241119 04/11/2019 405.27

STATE FIRE ALLOTMENT 743.92

01 O 107280  
982.00

WESTERN TRAILS VETERINARY INC. 7 LARGE STERILIZATIONS INV#  
13476,136590 11 SMALL

401-82-2272

3641119 04/11/2019

982.00

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

04/11/2019 ANIMAL SHELTER 982.00  
 STERILIZATIONS INV#134766,136589  
 RABIES VACCINATIONS INV#134766  
 EXAM/TREATMENT/BLOODWORK INV#

01 O 107281 WILLARD, VILLAGE OF MONTHLY CHARGES WATER SEWER 2/25 418-91-2210 2241119 04/11/2019 55.26  
 55.26  
 04/11/2019 19 TO 3/25/19

STATE FIRE ALLOTMENT 55.26

01 O 107282 COSTA, CHRISTOPHER WARRANT ROUND UP ASSISTANCE ON 401-50-2272 541519 04/15/2019 33676 243.80  
 243.80 2/16/19  
 04/15/2019 INVOICE #104 33676

COUNTY SHERIFF 243.80

01 O 107283 GARCIA, UBALDO WARRANT ROUND UP ASSISTANCE ON 401-50-2272 141519 04/15/2019 33672 243.80  
 243.80 2/16/19  
 04/15/2019 INVOICE #102 33672

COUNTY SHERIFF 243.80

01 O 107284 MONTERO, OMAR WARRANT ROUND UP ASSISTANCE ON 401-50-2272 241519 04/15/2019 33674 243.80  
 243.80 2/16/19  
 04/15/2019 INVOICE #100 33674

COUNTY SHERIFF 243.80

01 O 107285 SATTERFIELD, MARK WARRANT ROUND UP ASSISTANCE ON 401-50-2272 441519 04/15/2019 33673 243.80  
 243.80 2/16/19  
 04/15/2019 INVOICE #101 33673

COUNTY SHERIFF 243.80

01 O 107286 SHAH, SAMIR WARRANT ROUND UP ASSISTANCE ON 401-50-2272 341519 04/15/2019 33675 243.80  
 243.80 2/16/19  
 04/15/2019 INVOICE #103 33675

COUNTY SHERIFF 243.80

69 142893.61 / / TOTAL





*Agenda Item  
No. 10-A*

TORRANCE COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS  
ORDINANCE NO. \_\_\_\_

A MASTER ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (LA JOYA WIND PROJECTS) TO BE ISSUED PURSUANT TO THE MASTER ORDINANCE AND SUPPLEMENTAL ORDINANCES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$675,000,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY GENERATION FACILITIES FOR THE PURPOSE OF GENERATING ELECTRICITY; ESTABLISHING THE PAYMENTS IN LIEU OF TAXES AND OTHER PARAMETERS FOR THE ISSUANCE OF TAXABLE INDUSTRIAL REVENUE BONDS FOR EACH PHASE OF THE LA JOYA PROJECT; PROVIDING FOR SUPPLEMENTAL ORDINANCES TO BE ADOPTED UNDER THE MASTER ORDINANCE FOR EACH PHASE OF THE PROJECT; AUTHORIZING THE ISSUANCE AND SALE OF TORRANCE COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (LA JOYA WIND LLC PROJECT), SERIES 2019A FOR THE FIRST PHASE OF THE PROJECT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$290,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2019A BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECT; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Torrance County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to NMSA 1978, Section 4-30-1 through -2 (1917); and

WHEREAS, pursuant to NMSA 1978, Sections 4-59-1 through -16 (1975, as amended through 2015) (the "Act"), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the County to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, Avangrid Renewables, LLC is an Oregon limited liability company (the "Parent Company");

WHEREAS, the Parent Company has presented to the Board of County Commissioners (the "Commission") of Torrance County, New Mexico a proposal whereby the County would establish parameters for the issuance of Taxable Industrial Revenue Bonds, Series 2019A and Series 2019B (collectively, the "Bonds") in an aggregate principal amount not to exceed \$675,000,000 for two or more phases of a La Joya Wind Project (described as La Joya I and La Joya II, and collectively referred to herein as the "La Joya Wind Project") pursuant to which companies formed by the Parent Company (collectively, the "Project Company") shall acquire, construct, and install wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy (the "Project Property"), located within the County and outside the corporate limits of any municipality in the County (the "Project Site"), to be used by the Company for the generation and transportation of electricity; and

WHEREAS, the Commission has determined that it is necessary and in the best interests of the County and the residents that the Bonds be issued in one or more series pursuant to the Act and that the specific terms, other than the terms of the 2019A Bonds (as herein defined) which are established herein, for the subsequent series of Bonds for the La Joya II Project (the "2019B Bonds") be specified in a supplemental ordinance (the "Supplemental Ordinance") within the parameters and limitations set forth in this ordinance (the "Master Bond Ordinance");

WHEREAS, the Parent Company has proposed to establish payments in lieu of taxes (as defined herein) as set forth in this Master Bond Ordinance for the Bonds to be issued pursuant to this Master Bond Ordinance, to be shared by and among the County and Estancia Municipal School District and Vaughn Municipal Schools, as applicable based upon the location of the Project Site (the "School Districts"); and

WHEREAS, the County and the School Districts have negotiated and agreed upon the 2019A PILOT and the 2019B PILOT Agreement (both as defined herein) and the split of such payments between one or both of the School Districts, as applicable, and the County pursuant to NMSA 1978, Section 4-59-4(A)(2) (2003); and

WHEREAS, the 2019A Company has presented to the Commission a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (La Joya Wind, LLC Project), in an aggregate principal amount not to exceed \$290,000,000 (the "2019A Bonds"), and acquire, construct, and install wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy (the "2019A Project Property"), located at the 2019A Project Site as set forth in the 2019A Lease, to be used by La Joya Wind, LLC (the "2019A Company") for the generation and transportation of electricity of up to 166 megawatts (the "2019A Project" or the "La Joya I Project"); and

WHEREAS, under the Company's proposal related to the issuance of the first installment of the Bonds, the County would enter into an Indenture (the "2019A Indenture") with the purchaser of the 2019A Bonds (the "2019A Purchaser") and BOKF, NA (the "2019A

Depository”), pursuant to which and together with this Master Bond Ordinance, the County would issue the 2019A Bonds; and

WHEREAS, under the Company’s proposal, the County and the 2019A Company would enter into a lease agreement (the “2019A Lease”), pursuant to which the 2019A Company will lease the 2019A Project Property for the La Joya I Project from the County, and the 2019A Company will make payments sufficient to pay the principal of and interest on the 2019A Bonds and to pay all of the other obligations pursuant to the provisions of the 2019A Lease and this Master Bond Ordinance;

WHEREAS, with approval of the Supplemental Ordinance and the issuance of the 2019B Bonds for the La Joya II Project, the County will enter into an Indenture (the “2019B Indenture”) with the purchaser of the series of Bonds authorized pursuant to the Master Bond Ordinance and the Supplemental Ordinance (the “2019B Purchaser”) and a depository to be named in the Supplemental Ordinance (the “2019B Depository”), pursuant to which and together with this Master Bond Ordinance and the Supplemental Ordinance, the County would issue the series 2019B Bonds for the La Joya II Project; and

WHEREAS, under the Parent Company’s proposal, for the 2019B Bonds to be issued for the La Joya II Project for a company (the “2019B Company”) to be formed by the Parent Company for the La Joya II Project, the County would enter into the 2019B Indenture with the 2019B Purchaser of the 2019B Bonds and the 2019B Depository, pursuant to which and together with this Master Bond Ordinance and a supplemental ordinance (collectively with the Master Bond Ordinance, the “2019B Bond Ordinance”), the County would issue the 2019B Bonds; and

WHEREAS, under the Parent Company’s proposal the 2019B Company and the County would enter into a Lease Agreement (the “2019B Lease”), pursuant to which the 2019B Company will lease the Project Property for the La Joya II Project from the County, and the 2019B Company will make payments sufficient to pay the principal of and interest on the 2019B Bonds issued for the La Joya II Project and to pay all other obligations incurred pursuant to the provisions of the 2019B Lease, this Master Bond Ordinance, and the Supplemental Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the 2019A Bond Documents (as defined below) and to issue, execute and deliver the 2019A Bonds pursuant to the Act and this Master Bond Ordinance; and

WHEREAS, the 2019A Bonds in a principal amount not to exceed \$290,000,000 will be issued, sold and delivered by the County in a private sale to the 2019A Purchaser pursuant to the bond purchase agreement to be dated as of the initial date of delivery of the 2019A Bonds among the County, the 2019A Purchaser and the 2019A Company (the “2019A Bond Purchase Agreement” and together with the 2019A Indenture, and 2019A Lease, the “2019A Bond Documents”); and

WHEREAS, the proceeds of the 2019A Bonds shall be applied to pay the costs of acquiring, constructing and installing the 2019A Project Property and to pay certain costs associated with the issuance and sale of the 2019A Bonds; and

WHEREAS, the Commission has determined that it is in the best interest of the County to establish the parameters for the Bonds to be issued pursuant to this Master Bond Ordinance and to issue the 2019A Bonds and to execute and deliver the 2019A Bond Documents and other documents related thereto; and

WHEREAS, the County will enter into the 2019A Bond Documents in connection with the issuance of the 2019A Bonds; and

WHEREAS, the County is authorized to issue the Bonds under the Act and this Master Bond Ordinance, and after having considered the Company's proposal, has concluded that it is desirable at this time to authorize the issuance of the first installment of the Bonds designated as the 2019A Bonds to finance the 2019A Project and that the County's issuance of the 2019A Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the 2019A Bonds are being sold in a private sale to the 2019A Purchaser without participation of an underwriter; and

WHEREAS, there has been published in *The Independent* and the *Albuquerque Journal*, newspapers of general circulation in the County, public notice of the Commission's intention to adopt this Master Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the La Joya Wind Project and the amount of the Bonds to be issued to finance the La Joya Project, which notice was published at least fourteen (14) days prior to final action upon this Master Bond Ordinance; and

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF TORRANCE COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Master Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the La Joya Wind Project and hereby finds and determines that the issuance of the Bonds pursuant to the Master Bond Ordinance to provide funds for the acquisition, construction and installation of the Project

Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The Bonds will be issued for the purpose of financing the acquisition, construction and installation of the La Joya Wind Project.

(2) The aggregate face amount of obligations to be issued with respect to financing the La Joya Wind Project pursuant to this Master Bond Ordinance will not collectively exceed \$675,000,000.

(3) The Project Site is located within the County and outside the corporate limits of any municipality located in the County.

(4) The developer of the 2019A Project is the 2019A Company.

(5) The aggregate principal amount of the 2019A Bonds will not exceed \$290,000,000.

(6) The Bonds may be issued in two or more series.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds pursuant to this Master Bond Ordinance and the applicable Supplemental Ordinance in a principal amount not to exceed \$675,000,000 and the use of the proceeds of the Bonds to finance the cost of the La Joya Wind Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the 2019A Bonds at par at a purchase price not to exceed \$290,000,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Master Bond Ordinance, the 2019A Bonds and 2019B Bonds, to be issued subsequently in one or more series, shall be issued in a principal amount not to collectively exceed \$675,000,000 and bearing interest at the rates and maturing on the dates set forth in the 2019A Indenture and 2019B Indenture, respectively. The 2019A Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the 2019A Indenture, and (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the 2019A Indenture. The 2019B Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the 2019B Indenture, and (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in

the 2019B Indenture presented to the Commission at the time of adoption of the Supplemental Ordinance.

C. Execution. The 2019A Bonds and 2019B Bonds shall be signed by the Chair of the Commission.

D. Interest Rate. The interest rate on the 2019A Bonds shall be 5% per annum. The interest rate on the 2019B Bonds shall be as set forth in the Supplemental Ordinance for the 2019B Bonds.

E. PILOT Payments.

1. 2019A PILOT Agreement. For the 2019A Bonds, the 2019A Company shall pay annual payments in lieu of taxes (the “2019A PILOT”) equal to \$3,250 per megawatt of generating capacity of the 2019A Project, which 2019A PILOT shall be split between the County and the School Districts as provided in the 2019A Lease Agreement.

2. 2019B PILOT Agreement. Pursuant to this Master Bond Ordinance for the 2019B Bonds to be issued pursuant to a Supplemental Ordinance, the 2019B Company shall pay annual payments in lieu of taxes (the “2019B PILOT”) to be split between the County and the applicable School Districts located within the boundaries of the La Joya II Project, equal to \$2,500 per megawatt of generating capacity for the La Joya II Project authorized pursuant to the Supplemental Ordinance or such greater 2019B PILOT as provided in the table below depending upon the price per megawatt hour negotiated in the applicable power purchase agreement (the “PPA Price”) in place for the La Joya II Project (the “2019B PILOT Agreement”); provided, however, if the PPA Price is not made publicly available by the power purchaser, the 2019B PILOT agreed upon by the County and one or both of the School Districts, as applicable, and to be split with the appropriate School District(s) shall be \$3,250 per megawatt of generating capacity for the La Joya II Project.

<b>Price / 2019B PILOT Schedule</b>	<b>La Joya II PPA PRICE (\$ / megawatt hour)</b>	<b>La Joya II PILOT (\$/megawatt generating capacity)</b>
<b>Range of PPA Prices</b>	\$ 18.00 - 18.99	\$ 2,500.00
	\$ 19.00 - 19.99	\$ 2,638.89
	\$ 20.00 - 20.99	\$ 2,777.78
	\$ 21.00 - 21.99	\$ 2,916.67
	\$ 22.00 - 22.99	\$ 3,055.56
	\$ 23.00 - 23.99	\$ 3,194.44
	\$ 24.00 or higher	\$ 3,250.00

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The 2019A Bond Documents in the forms presented to the

Commission are hereby approved. The Chair of the Commission of the County is authorized to approve the form, terms and provisions of the 2019A Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Master Bond Ordinance, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk are hereby authorized to attest, as necessary, the 2019A Bond Documents. The Chair and the County Clerk are further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the 2019A Bonds, as are necessary or appropriate to consummate the transactions contemplated by the 2019A Bond Documents. The Chair, the County Manager and/or Clerk and other officers of the County shall take such action as is necessary to effectuate the provisions of the 2019A Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the La Joya I Project and to carry out related transactions as contemplated by this Master Bond Ordinance and the 2019A Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the 2019A Bonds.

The 2019B Documents shall be submitted to the Commission and approved as to form at the time of adoption of the Supplemental Ordinance.

Section 5. DELIVERY OF THE 2019A BONDS. Upon the execution of the 2019A Bond Documents, the satisfaction of the conditions set forth in the 2019A Bond Documents and upon receipt of the purchase price for the 2019A Bonds, the 2019A Bonds shall be executed, authenticated and delivered to the 2019A Purchaser. The 2019A Bonds shall not be valid for any purpose until the 2019A Bonds have been properly authenticated as set forth in the 2019A Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the 2019A Indenture, and on and after the date on which the 2019A Bonds are issued there shall be maintained, the funds and accounts as set forth in the 2019A Indenture. Other funds and accounts may be established as are necessary under the 2019A Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS RELATED TO THE 2019A BONDS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the 2019A Bonds, assuming issuance of the 2019A Bonds as of June 1, 2019, in the maximum aggregate principal amount of \$290,000,000 and bearing interest at the rate of 5.00%, is as follows:



<b>Year</b>	<b>Total Debt Service</b>	<b>Principal</b>	<b>Interest</b>
2019	\$ 7,250,000	-0-	\$ 7,250,000
2020	14,500,000	-0-	14,500,000
2021	14,500,000	-0-	14,500,000
2022	14,500,000	-0-	14,500,000
2023	14,500,000	-0-	14,500,000
2024	14,500,000	-0-	14,500,000
2025	14,500,000	-0-	14,500,000
2026	14,500,000	-0-	14,500,000
2027	14,500,000	-0-	14,500,000
2028	14,500,000	-0-	14,500,000
2029	14,500,000	-0-	14,500,000
2030	14,500,000	-0-	14,500,000
2031	14,500,000	-0-	14,500,000
2032	14,500,000	-0-	14,500,000
2033	14,500,000	-0-	14,500,000
2034	14,500,000	-0-	14,500,000
2035	14,500,000	-0-	14,500,000
2036	14,500,000	-0-	14,500,000
2037	14,500,000	-0-	14,500,000
2038	14,500,000	-0-	14,500,000
2039	14,500,000	-0-	14,500,000
2040	14,500,000	-0-	14,500,000
2041	14,500,000	-0-	14,500,000
2042	14,500,000	-0-	14,500,000
2043	14,500,000	-0-	14,500,000
2044	14,500,000	-0-	14,500,000
2045	14,500,000	-0-	14,500,000
2046	14,500,000	-0-	14,500,000
2047	14,500,000	-0-	14,500,000
2048	304,500,000	290,000,000	14,500,000

B. The 2019A Bonds will bear interest at the rate of five percent (5%) per annum, or such other lower rate as is set forth in the Indenture.

C. The 2019A Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The 2019A Lease shall require that the 2019A Company maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the 2019A Lease.

F. The 2019A Lease shall require the 2019A Company to make lease payments in an amount sufficient to pay the principal of and interest on the 2019A Bonds as principal and interest become due and to pay all Related Costs (as defined in the 2019A Lease).

G. The 2019A Lease shall include a provision that the 2019A Company pay the County and the School Districts the 2019A PILOT payments for so long as the 2019A Bonds are outstanding.

Section 8. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS RELATED TO 2019B BONDS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest and the interest rate on the 2019B Bonds authorized by this Master Bond Ordinance and the Supplemental Ordinance shall be set forth in the Supplemental Ordinance.

B. The 2019B Bonds will bear interest at the rate set forth in the Supplemental Ordinance or at such lower rate as is set forth in the Indenture for the 2019B Bonds.

C. The 2019B Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property associated with the La Joya II Project.

E. The 2019B Lease shall require that the 2019B Company maintain the Project Property for the La Joya II Project in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the 2019B Lease.

F. The 2019B Lease shall require the 2019B Company to make lease payments in an amount sufficient to pay the principal of and interest on the 2019B Bonds as principal and interest become due and to pay all Related Costs (as defined in the 2019B Lease).

G. The 2019B Lease shall include a provision that the 2019B Company pay the County and one or both of the School Districts, as applicable, payments in lieu of taxes pursuant to the 2019B PILOT Agreement set forth in this Master Bond Ordinance for so long as the 2019B Bonds are outstanding.

H. If the 2019B Bonds are issued after 2019, the 2019B Bonds shall be renamed in the Supplemental Ordinance with a designation corresponding to the year of issuance of the 2019B Bonds, and references in this Master Bond Ordinance to the 2019B Bonds shall be deemed applicable to such renamed series of 2019B Bonds.

Section 9. LIMITED OBLIGATIONS. The Bonds shall be special limited obligations of the County, payable solely from the Base Rent (as defined in the respective 2019A Lease and 2019B Lease) paid by the 2019A Company and 2019B Company, respectively, to the County as described in the respective 2019A Indenture and 2019B Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Master Bond Ordinance or in the Bond Documents for the 2019A Bonds and 2019B Bonds or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the 2019A Bonds and 2019B Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Master Bond Ordinance, the Bond Documents, the 2019A Bonds, the 2019B Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds.

Section 10. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the 2019A Lease and 2019B Lease contain provisions relating to indemnification which provide that the Company shall indemnify and hold harmless the County and its Commission, officials, employees and agents against liability to the Company, or to any third parties, that may be asserted against the County or its Commission, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Company, except to the extent NMSA 1978, Section 56-7-1 (2005) may preclude such indemnity, and except claims for any loss or

damage to the extent caused by the gross negligence or willful misconduct of the County or its Commission, or any official, employee or agent of the County.

Section 11. **BOND ORDINANCE IRREPEALABLE.** After the any of the Bonds are issued, the Master Bond Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indenture.

Section 12. **REPEALER.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Master Bond Ordinance are repealed by this Master Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 13. **SEVERABILITY.** If any section, paragraph, clause or provision of the Master Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of the Master Bond Ordinance.

Section 14. **RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE.** This Master Bond Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the Chair of the Commission, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this 10<sup>th</sup> day of April, 2019.

BOARD OF COUNTY COMMISSIONERS,  
TORRANCE COUNTY, NEW MEXICO

By: \_\_\_\_\_  
Ryan Schwebach, Chair

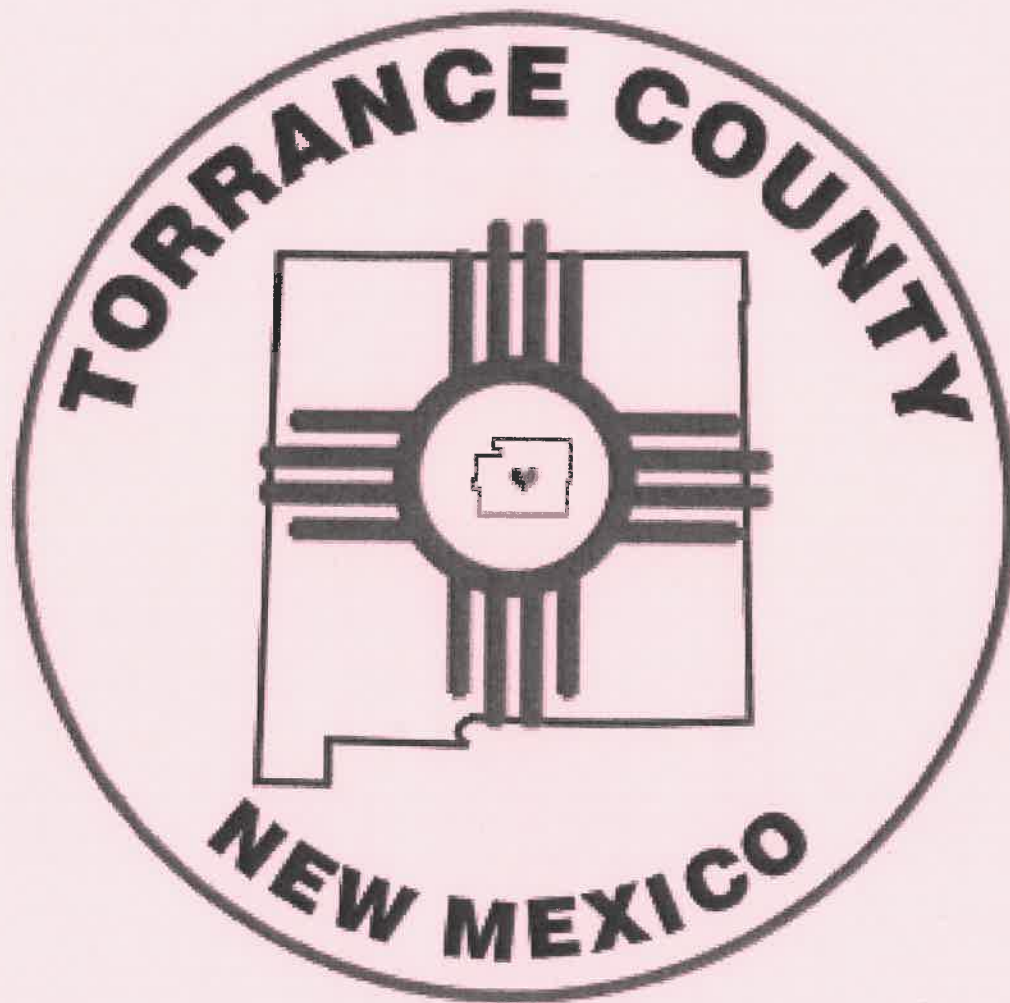
By: \_\_\_\_\_  
Kevin McCall, Commissioner

By: \_\_\_\_\_  
Javier Sanchez, Commissioner

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Linda Jaramillo, County Clerk



*Agenda Item*  
*No. 10-B*

**AN ORDINANCE INCREASING THE SIZE OF THE TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS TO FIVE MEMBERS AND EXPRESSING THE INTENT TO DIVIDE THE COUNTY INTO FIVE COUNTY COMMISSION DISTRICTS.**

**Ordinance 2019-01- \_\_\_\_\_**

WHEREAS Article 10, §7 of the New Mexico Constitution provides for the creation of a five-member board of county commissioners upon a unanimous vote by the incumbent board of commissioners; and

WHEREAS, the Torrance County Board of Commissioners finds that the creation of a five-member board of county commissioners would be in the best interests of the county; and

WHEREAS, the Torrance County Board of Commissioners has heretofore employed expert advice regarding how to best divide the county into five county commission districts that shall be compact, contiguous and as nearly equal in population as practicable; and

WHEREAS, upon adoption of this ordinance, one county commissioner shall reside within and be elected from each county commission district.

NOW, THEREFORE BE IT ORDAINED by the unanimous vote of the Torrance County Board of Commissioners as follows:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the “CREATION OF A FIVE-MEMBER BOARD OF COUNTY COMMISSIONERS ORDINANCE,” and shall be referred to herein as “this Ordinance.”

SECTION 2: AUTHORITY

This Ordinance is enacted pursuant to the authority granted to counties under NMSA 1978, §§ 4-37-1 through -13 (1975, as amended 2003) and Article 10, §7 of the New Mexico Constitution.

SECTION 3: ADOPTION OF FIVE-MEMBER BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners of Torrance County is hereby increased in size to five members to be elected in accordance with the election laws of the State of New Mexico. One county commissioner shall be elected from each district as established hereafter by the board of county commissioners.

SECTION 4: EFFECTIVE DATE

This Ordinance shall be recorded and authenticated by the County Clerk following unanimous adoption by the Board of County Commissioners. The effective date of this Ordinance shall be thirty (30) days after the Ordinance has been recorded.

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Ryan Schwebach  
Chair, Torrance County Board of Commissioners

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Kevin McCall  
Commissioner

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Javier Sanchez  
Commissioner

Attest;

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Linda Jaramillo, County Clerk





*Agenda Item  
No. 11-A*

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2019-**

**ACKNOWLEDGEMENT AND ACCEPTANCE OF FISCAL 2018 AUDIT REPORT**

**WHEREAS**, Hinkle and Landers, CPA presented the Torrance County Independent Auditors Report and Financial Statements March 27<sup>th</sup>, at the Torrance County Commission's regularly scheduled administrative meeting pursuant to NMSA (1978) Section 2.2.2.10M(4); and

**WHEREAS**, the State of New Mexico Department of Finance Administration requires a "copy of the governing body's resolution acknowledging and accepting the Fiscal Year 2018 audit findings and management's responses for correcting the findings".

**NOW, THEREFORE BE IT RESOLVED:**

The Torrance County Commission does hereby acknowledge and accept the Fiscal Year 2018 findings and management responses.

**DONE THIS 10<sup>th</sup> DAY OF APRIL, 2019.**


**APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Schwebach, Chair

  
\_\_\_\_\_  
Kevin McCall, Member

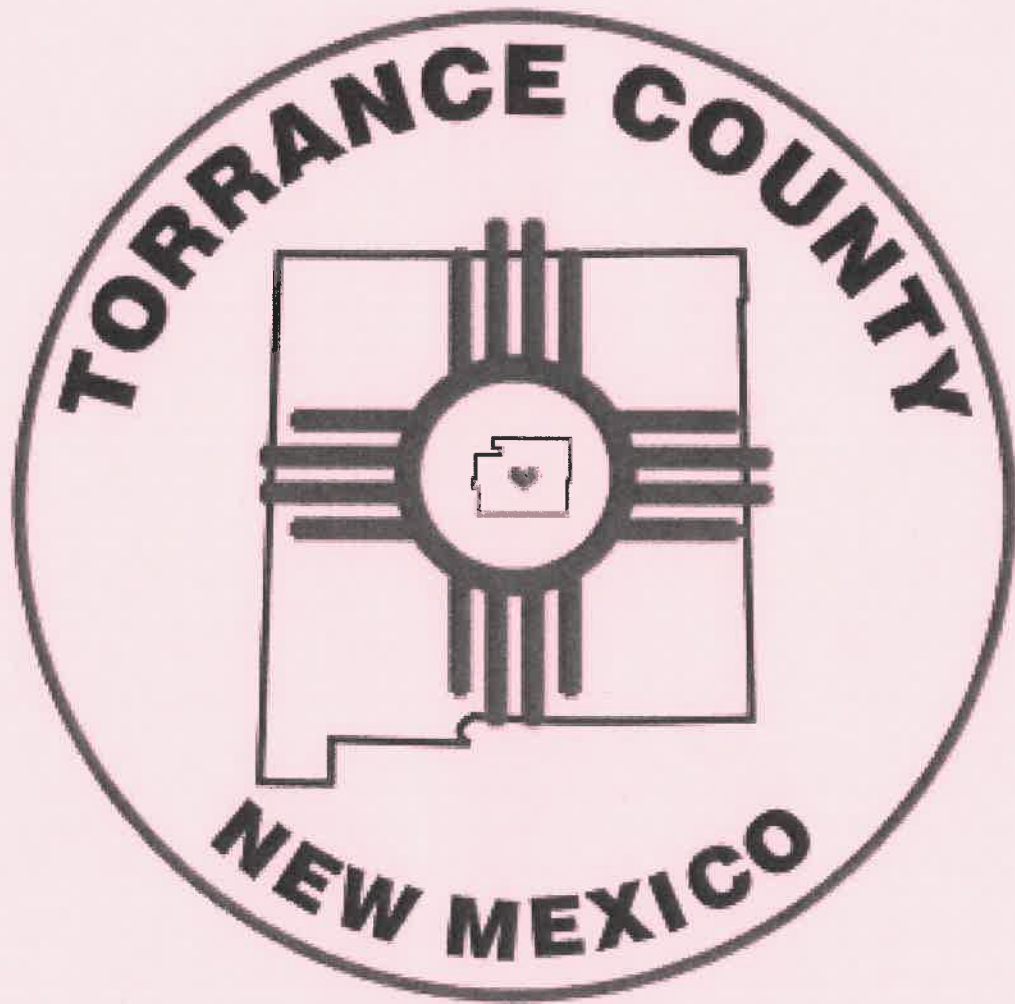
  
\_\_\_\_\_  
Javier Sanchez, Member

**ATTEST:**

  
\_\_\_\_\_  
Linda Jaramillo, County Clerk

Date: 3/10/19





*Agenda Item  
No. 11-B*

**TORRANCE COUNTY RESOLUTION# 2019-**

*Budget Increase*

**WHEREAS**, the Torrance County Commission in regular session on Wednesday, April 24, 2019 did propose to authorize a budget increase in the FY 2018-2019 Budget, and

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

**WHEREAS**, we request authorization for the following budget increase: *(See Attachment A)*

**NOW THEREFORE BE IT RESOLVED**, we respectfully request approval for the attached budget increase in the FY 2018-19 budget from Department of Finance and Administration .

**DONE** at Estancia, New Mexico T

Torrance County Board of Commissioners

Attest:

\_\_\_\_\_  
Kevin McCall, District 1

\_\_\_\_\_  
Linda Jaramillo  
Torrance County Clerk

\_\_\_\_\_  
Ryan Schwebach, District 2

\_\_\_\_\_  
Javier E. Sanchez District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent



DFA Approval





# TORRANCE COUNTY

## Budget Increase Request Form

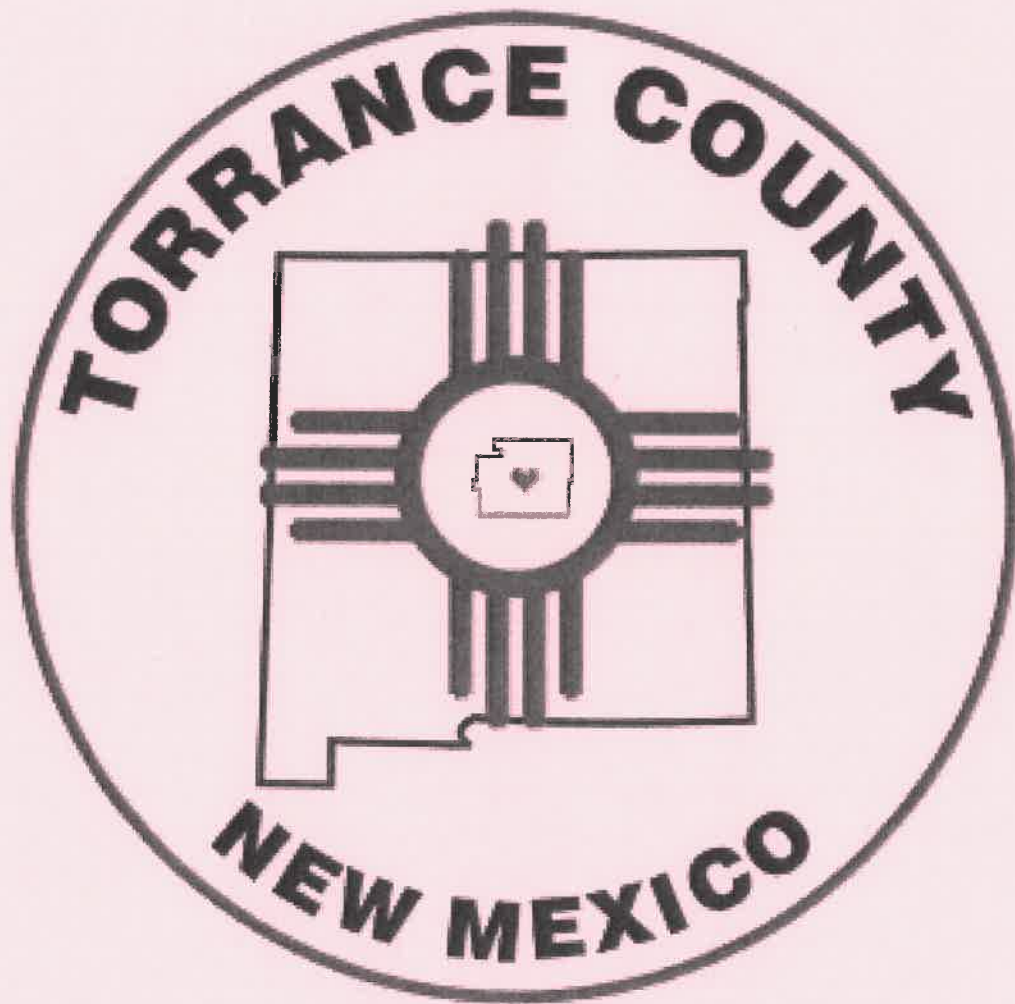
**Requesting Department:** \_\_\_\_\_

Assessor - Loan

My department hereby requests that the following budget increase be made to the budget:

Revenue Increase:		Expenditure Increase:		Amount of Increase
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
632-00-1140	Property Tax Div Loan Proceeds	632-47-2228	Software	\$ 70,422.00
<b>Reason for Budget Increase (Please attach documentation):</b>				
Property Tax Division Loan was approved and funded.				

Signature *Quate Chapman* Date *4/16/19*



*Agenda Item  
No. 11-C*

**TORRANCE COUNTY RESOLUTION# 2019-**

*Line Item Transfers*

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

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

(See Schedule A)

**NOW THEREFORE BE IT RESOLVED** by the Torrance County Commission

**DONE** at Estancia, New Mexico, Torrance County this 24th day of April 2019.

**Torrance County Board of Commissioners**

**Attest:**

\_\_\_\_\_  
Kevin McCall, District 1

\_\_\_\_\_  
Linda Jaramillo  
Torrance County Clerk

\_\_\_\_\_  
Ryan Schwebach, District 2

\_\_\_\_\_  
Javier E. Sanchez District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez	yes	no	abstain	absent









# TORRANCE COUNTY

## Line Item Transfer Form

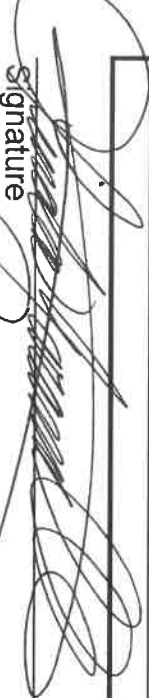
Requesting Department: \_\_\_\_\_

Clerk \_\_\_\_\_

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

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
401-21-2226	Election Boards	401-20-2207	Telecommunications	\$1,200.00
612-20-2617	Voting Machine Storage	612-20-2207	Telecommunications	\$ 60.00
401-21-2226	Election Boards	401-21-2104	Overtime	\$ 800.00
401-21-2226	Election Boards	401-21-2219	Office Supplies	\$ 300.00

Increase after switching to AT&T/Overtime taken from wrong line item/office supplies taken from wrong budget line item

  
 Signature



**TORRANCE COUNTY  
Line Item Transfer Form**

Requesting Department:

Sheriff

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-50-2205	Mileage / Per Diem	401-50-2219	Office Supplies	\$ 2,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Reason for Transfer:  
 Transfer to cover purchases until the end of the fiscal year and negative line item balances.

Signature: *Stevanie* Date: *4/1/19*



# TORRANCE COUNTY

## Line Item Transfer Form

Requesting Department: \_\_\_\_\_

Road Dept

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

Transfer From:		Transfer To:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
402-60-2607	Cracks / potholes / potholes	402-60-2256	Materials	\$ 15000.00

Reason for Transfer:

To Purchase Material to Repair Chip Seal Roads & Patch Pot Holes

Signature *Charlene Pedilla*

Date 4-17-19



# TORRANCE COUNTY

## Line Item Transfer Form

Requesting Department: \_\_\_\_\_

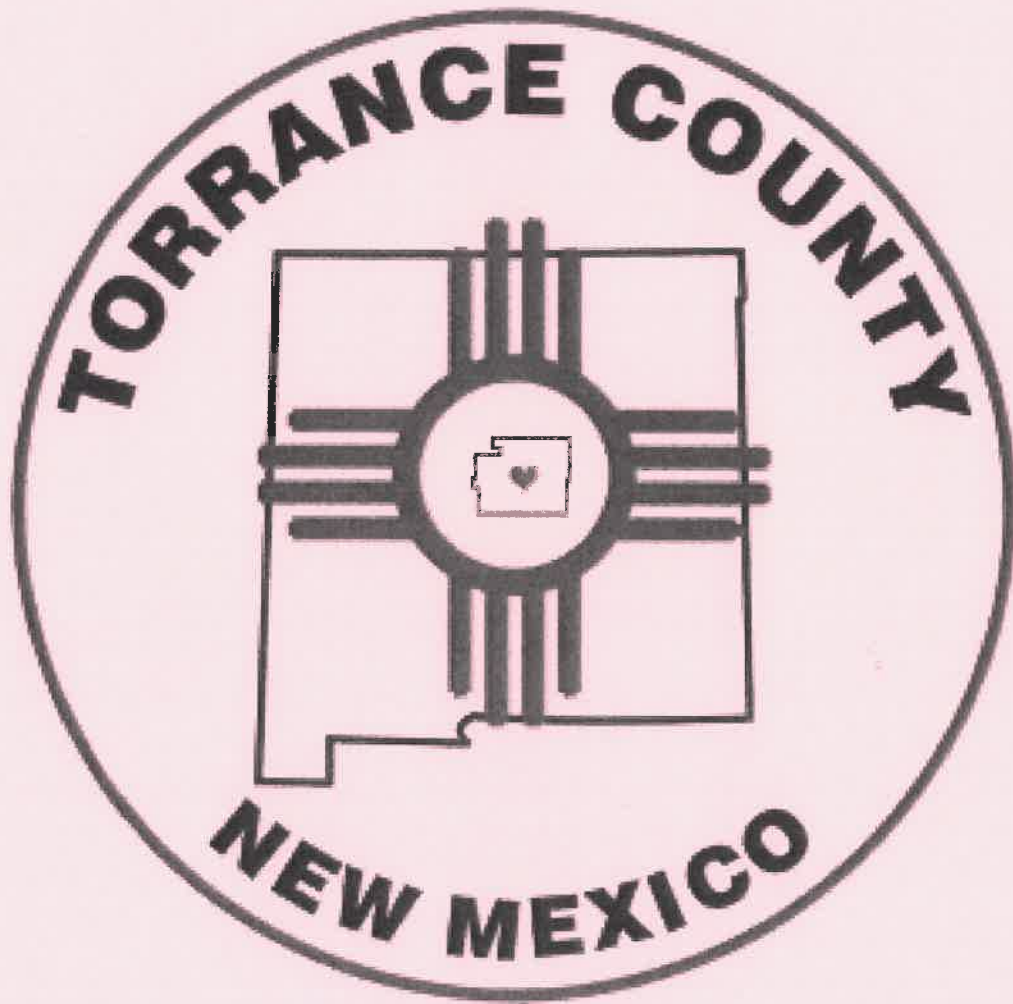
Treasurer \_\_\_\_\_

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-30-2104	Overtime Salaries	401-30-2219	Office Supplies	\$ 2,500.00
401-30-2202	Vehicle Fuel	401-30-2219	Office Supplies	\$ 800.00
401-30-2205	Mileage/Per Diem	401-30-2219	Office Supplies	\$ 800.00
401-30-2266	Training	401-30-2219	Office Supplies	\$ 1,000.00
<b>Reason for Transfer:</b>				
Transferring money to computer replacements				

Signature *Nancy Schultz*

Date *4/16/19*



*Agenda Item  
No. 12-A*

STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
*Alternative to Detention Services for JJS*  
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 **County of Torrance**, 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, 2020** 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 **One Hundred Thirteen Thousand Six Hundred Dollars and Zero Cents (\$113,600.00)**. 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://insurenwemexico.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-County of Torrance**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

\_\_\_\_\_  
Legal Counsel, Contractor

Date: \_\_\_\_\_

**Agency – New Mexico Children, Youth and Families Department**

\_\_\_\_\_  
Secretary or Designee, CYFD

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer, CYFD

Date: \_\_\_\_\_

**Approved as to legal form and sufficiency.**

\_\_\_\_\_  
Office of General Counsel, CYFD

Date: \_\_\_\_\_

**Attachment 1 – Scope of Work**  
**Torrance County**

**Goal:**

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

**Objective:**

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

**Activities:**

The Contractor shall:

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

The CAB will:

- 1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in Torrance County to be updated a minimum of once per year;
  - 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
  - 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
  - 4. Provide oversight for the programs/service identified in the Scope of Work;
  - 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
  - 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
    - 1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
    - 2. Inform the Agency’s Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;

3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
  4. 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;
  5. 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.
  6. Provide the Agency standardized progress reports monthly;
  7. 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. accomplishments/milestones achieved during this Agreement period;
    - b. reporting on program specific performance measures and related outcomes;
    - c. statements regarding obstacles and progress made;
    - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
    - e. provide plan for sustainability of programs/services.
  8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2020, 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. Back on T-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:

**Agency**

Consuelo Garcia  
JJAC Grant Manager  
Children, Youth and Families Department  
P.O. Drawer 5160, Room 541B  
Santa Fe, NM 87502  
(P) 505-470-7494

**Contractor**

Wayne Johnson  
Torrance County Manager  
Torrance County  
P.O. Box 48  
Estancia, NM 87016  
(P) 505-544-4700

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

- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

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

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

**Data Collection:**

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

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
  1. At-Risk Youth;
  2. First Time Offender;
  3. Repeat Offender;
  4. Sex Offender;
  5. Status Offender; and
  6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
  1. Male;
  2. Female; or
  3. Transgender.
- F. 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; and
- N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

- A. Back T-RAC Program:
  - 1. 50% of youth who demonstrate risk of self-harm upon entry (JIFF) report a decrease at exit (JIFF);
  - 3. 60% of youth who report substance use upon entry (JIFF) show a decrease in usage at exit (JIFF) and
  - 4. 50% of youth report increase in school participation or academic performance (JIFF).
- B. Gender Specific:
  - 1. At Least 50% of youth report stronger school attachment;
  - 2. At least 30% of youth report avoiding self-harm; and
  - 3. At least 30% of youth report avoiding alcohol or tobacco.

**PULLTOGETHER:**

- 1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to [info@pulltogether.org](mailto: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](mailto: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](mailto: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](http://PULLTOGETHER.org).

**Attachment 2 – Budget**  
**Torrance County**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator		=	\$33,000
Travel		=	900
Youth Committee Members		=	<u>300</u>
			\$34,200
B. <u>RAC Program:</u>			
Based on serving 165 youth			
RAC Services	\$250 x 260 Days	=	<u>\$65,000</u>
C. <u>Gender Specific</u>			
Based on serving 60 youth			
Boys Council	\$150 x 48 Session	=	\$ 7,200
Girls Circle	\$150 x 48 Session	=	<u>7,200</u>
			\$14,400
<b>Total Grant Award not to exceed:</b>			<b><u>\$113,600</u></b>

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	\$113,600
40% Minimum Match Liability for Torrance County	<u>45,440</u>
Projected Budgeted Amount	\$159,040

\*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

**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](http://www.saonm.org/state_auditor_rule)

### COST PRINCIPLES

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

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

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

FASB and AICPA Statements and Professional Pronouncements.

### AUDITS

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

FASB and AICPA Statements and Professional Pronouncements.



**Attachment 4 – Business Associate Agreement**

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

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

Attachment 5

**Children, Youth and Families Department**

**Suspension and Debarment Form**

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

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

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Attachment 6

**Children, Youth and Families Department**

**Federal Award Identification**

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

(i) Sub-recipient name:

(ii) Sub-recipient's Data Universal Numbering System (DUNS) unique number:

(iii) Federal Award Identification Number (FAIN):

(iv) Federal Award Date (§200.39):

(v) Sub-award Period of Performance Start and End Date:

(vi) Amount of Federal Funds Obligated by this action:

(vii) Total Amount of Federal Funds Obligated to the sub-recipient:

(viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity:

(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(xi) Catalog of Federal Domestic Assistance (CFDA):

(xii) Identification of whether the award is Research and Development (R&D):  Yes  No

(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):

(xiv) Requirements imposed by pass-through entity specific to Federal award requirements:



*Agenda Item  
No. 12-B*

PROFESSIONAL SERVICES AGREEMENT  
TORRANCE COUNTY DWI PROGRAM  
CONTRACT FY2019-DWI-02  
AMENDMENT 1

Project Description Revision \_\_\_\_\_ Name of Contractor Adrian Ortiz

Budget Revision XX

Time Expansion \_\_\_\_\_

The above cited contract for the Torrance County DWI Program is amended as follows:

The following provision shall replace the existing paragraph 3:

**3. COMPENSATION AND METHOD OF PAYMENT.**

**a. COMPENSATION.**

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis for **teen court coordinator** the sum of \$22.00/hour, which is inclusive of all salary, supplies, mileage/per-diem, telephone, allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax, as set out in the proposal submitted by the Contractor. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing services provided and will be compensated at the rate of \$22.00/hour plus New Mexico Gross Receipts Tax, following the end of each month. Total amount of compensation, including gross receipts tax, shall not exceed \$40,210.00. (This is an increase of \$4,210 from the \$36,000 allotted in the original contract.) This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

All other provisions of the contract shall remain in full force and effect.

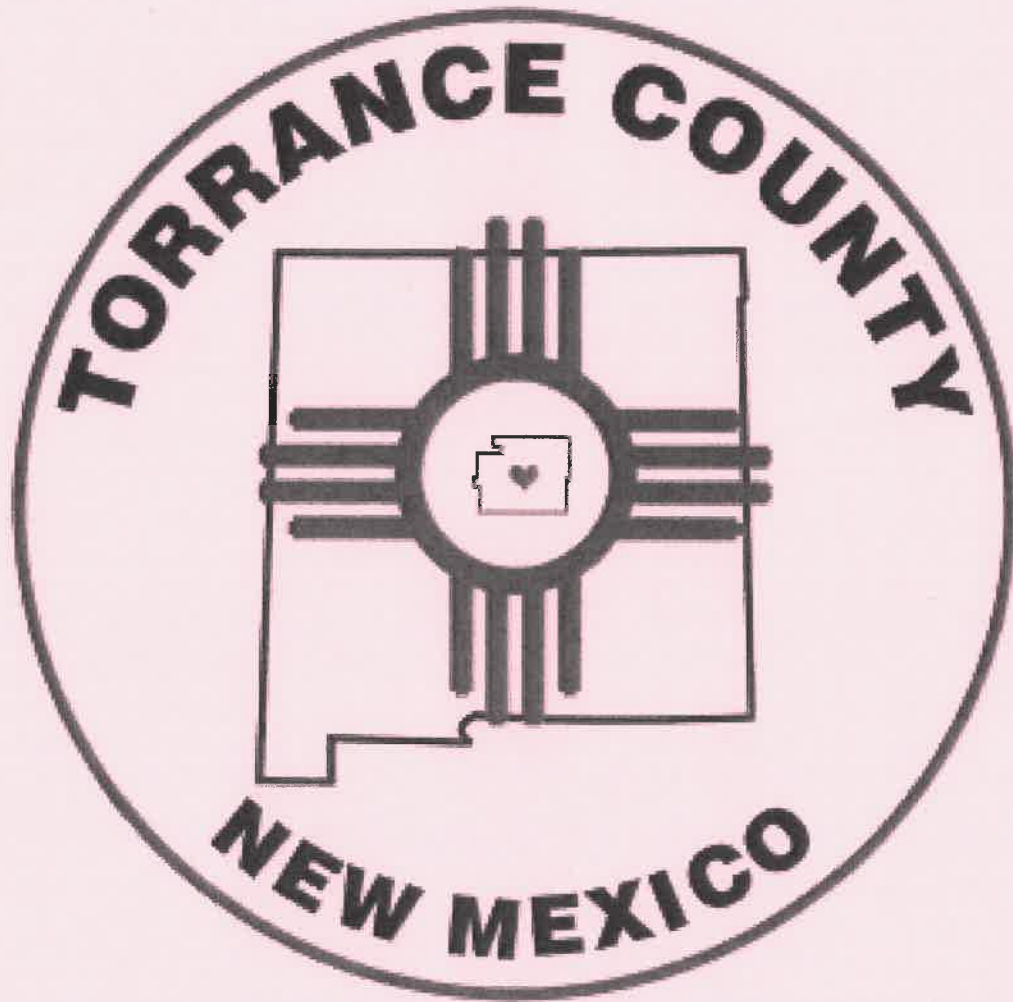
**In witness whereof**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CONTRACTOR:**

**BOARD OF COUNTY COMMISSIONERS  
OF TORRANCE COUNTY:**

**BY:** \_\_\_\_\_  
Adrian Ortiz, Contractor

**BY:** \_\_\_\_\_  
Ryan Schwebach, Commission Chair



*Agenda Item  
No. 12-C*

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

*Phone (505) 476-0160*

*Fax (505) 476-0100*

## NEW MEXICO STATE FIRE MARSHAL DIVISION

### FISCAL YEAR 2020 COUNTY ADMINISTRATIVE FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

**NAME OF COUNTY:** Torrance

#### ADDRESS OF APPROVED FIRE ADMINISTRATION BUILDING:

PO Box 449, McIntosh, NM 87032

**ISO FUNDING CLASSIFICATION:** 7

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date:** \$85,747.84

#### 10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

**Provide anticipated rollover amount \$75,747.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)** Training, Fire Fighting Equipment, Safety Equipment, Uniforms

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**



The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months

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

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

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

Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Printed Name

/S

\_\_\_\_\_  
Signature of Commission Chair or Authorized Local Government Designee

\_\_\_\_\_  
Fire Chief Printed Name

/S

\_\_\_\_\_  
Signature of Fire Chief

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT **Duran District #1**

COUNTY: **Torrance**

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

ISO CLASSIFICATION: **9**

**Approved number of Sub Stations is 0**

0 Sub Stations

**Approved number of Main Stations is 1**

Same As Above

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date: \$101,953.00**

### 10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.*
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.*
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.*

**Provide anticipated rollover amount \$91,000.00**; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)**Build. Maint., Firefighting Equipment, Training, Safety, Communications**

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request by e-mail at [georgia.mcGovern@state.nm.us](mailto:georgia.mcGovern@state.nm.us)

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

*Name:* \_\_\_\_\_ *Email:* \_\_\_\_\_ *Phone:* \_\_\_\_\_  
1 David Crabb [Dcrabb@torrancecountyfire.com](mailto:Dcrabb@torrancecountyfire.com) 505-235-9421

2 Lester Gary [lgary@torrancecountyfire.com](mailto:lgary@torrancecountyfire.com) 505-507-6172

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

Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Printed Name /S Signature of Commission Chair or Authorized Local Government Designee

\_\_\_\_\_  
Printed Name /S Signature of County Fire Chief / Fire Marshal or District Chief

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION

### FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT **Indian Hills District #2** COUNTY: **Torrance**

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

ISO CLASSIFICATION: **6**

#### Approved number of Main Stations is 2

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

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date: \$101,953.13**

#### 10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

**Provide anticipated rollover amount \$91,000.00**; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed) **Firefighting Equipment, Training, Safety, Communications**

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request by e-mail at [georgia.mcGovern@state.nm.us](mailto:georgia.mcGovern@state.nm.us)

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

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
<u>1 Don Dirks</u>	<u><a href="mailto:ddirks@torrancecountyfire.com">ddirks@torrancecountyfire.com</a></u>	<u>505-620-0518</u>
<u>2. Lester Gary</u>	<u><a href="mailto:lgary@torrancecountyfire.com">lgary@torrancecountyfire.com</a></u>	<u>505-507-6172</u>

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

Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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



# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT McIntosh District #3 COUNTY: Torrance

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

ISO CLASSIFICATION: 6

Approved number of Sub Stations is 0

0 Sub Stations

Approved number of Main Stations is 2

Station #2

Same As Above

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date:** \$149,510.00

### 10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.*
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.*
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.*

**Provide anticipated rollover amount** \$137,000.00 **;** include a detailed description of the intended use of the accumulated funds: (attach additional page if needed) **Firefighting Equipment, Training, Communications, Safety**

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request by e-mail at [georgia.mcGovern@state.nm.us](mailto:georgia.mcGovern@state.nm.us)

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

*Name:* 1 Mark Riley *Email:* [mriley@torrancecountyfire.com](mailto:mriley@torrancecountyfire.com) *Phone:* 505-297-6101

2. Lester Gary [lgary@torrancecountyfire.com](mailto:lgary@torrancecountyfire.com) 505-507-6172

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

Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Printed Name

/S Signature of Commission Chair or Authorized Local Government Designee

Printed Name

/S Signature of County Fire Chief / Fire Marshal or District Chief

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION

### FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT Torreón-Tajique District #4 COUNTY: Torrance

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

ISO CLASSIFICATION: 9

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 1

Same As Above

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date: \$27,610.00**

#### 10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

**Provide anticipated rollover amount \$22,600.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed) Firefighting equipment, training, Vehicle, communications**

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**



The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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

*Name:* \_\_\_\_\_ *Email:* \_\_\_\_\_ *Phone:* \_\_\_\_\_  
1 Mary Wetterman [mwetterman@torrancecountyfire.com](mailto:mwetterman@torrancecountyfire.com) 505-321-0964

2 Lester Gary [lgary@torrancecountyfire.com](mailto:lgary@torrancecountyfire.com) 505-507-6172

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

*Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

\_\_\_\_\_  
**Printed Name** /S **Signature of Commission Chair or Authorized Local Government Designee**

\_\_\_\_\_  
**Printed Name** /S **Signature of County Fire Chief / Fire Marshal or District Chief**

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

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DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
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DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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Santa Fe, NM 87504-1269

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT Northeast Torrance District #5 COUNTY: **Torrance**

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

ISO CLASSIFICATION: **6**

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 2

Station #2

Same As Above

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date:** \$139,200.48

### 10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

**Provide anticipated rollover amount** \$129,000.00 **;** include a detailed description of the intended use of the accumulated funds: (attach additional page if needed) Firefighting Equipment, Training, Safety, Communicatons

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

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This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request by e-mail at [georgia.mcgovern@state.nm.us](mailto:georgia.mcgovern@state.nm.us)

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

*Name:* \_\_\_\_\_ *Email:* \_\_\_\_\_ *Phone:* \_\_\_\_\_  
1 Mike Trammell [mtrammell@torrancecountyfire.com](mailto:mtrammell@torrancecountyfire.com) 575-749-2499

2 Lester Gary [lgary@torrancecountyfire.com](mailto:lgary@torrancecountyfire.com) 505-507-6172

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

*Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.*

\_\_\_\_\_  
Printed Name /S Signature of Commission Chair or Authorized Local Government Designee

\_\_\_\_\_  
Printed Name /S Signature of County Fire Chief / Fire Marshal or District Chief

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL  
DISTRICT 2 JEFFERSON L. BYRD  
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 STEPHEN FISCHMANN

## INTERIM CHIEF OF STAFF

Jason N. Montoya, P.E.



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

## STATE FIRE MARSHAL DIVISION

*Don Shainin, State Fire Marshal*

Phone (505) 476-0160

Fax (505) 476-0100

## NEW MEXICO STATE FIRE MARSHAL DIVISION

### FISCAL YEAR 2020 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2020 fiscal year. The application is due in the State Fire Marshal Division **on or before April 30, 2019.**

FIRE DEPARTMENT Willard COUNTY: Torrance

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

ISO CLASSIFICATION: 7

Approved number of Sub Stations is 0

0 Sub-Stations

Approved number of Main Stations is 1

Same As Above

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

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

**Provide current balance of the fire department's total Fire Protection Fund account to date:** \$53,550.00

#### 10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.*
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.*
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.*

**Provide anticipated rollover amount** \$43,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed) Firefighting Equipment, Training, Safety, Communications

**An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2019. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2020 balance.**

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you are having issues with the system or require training you may submit your request by e-mail at [georgia.mcGovern@state.nm.us](mailto:georgia.mcGovern@state.nm.us)

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

<i>Name:</i>	<i>Email:</i>	<i>Phone:</i>
<u>1 Chad Williams</u>	<u><a href="mailto:cwilliams@torrancecountyfire.com">cwilliams@torrancecountyfire.com</a></u>	<u>505-328-9480</u>
<u>2 Lester Gary</u>	<u><a href="mailto:lgary@torrancecountyfire.com">lgary@torrancecountyfire.com</a></u>	<u>505-507-6172</u>

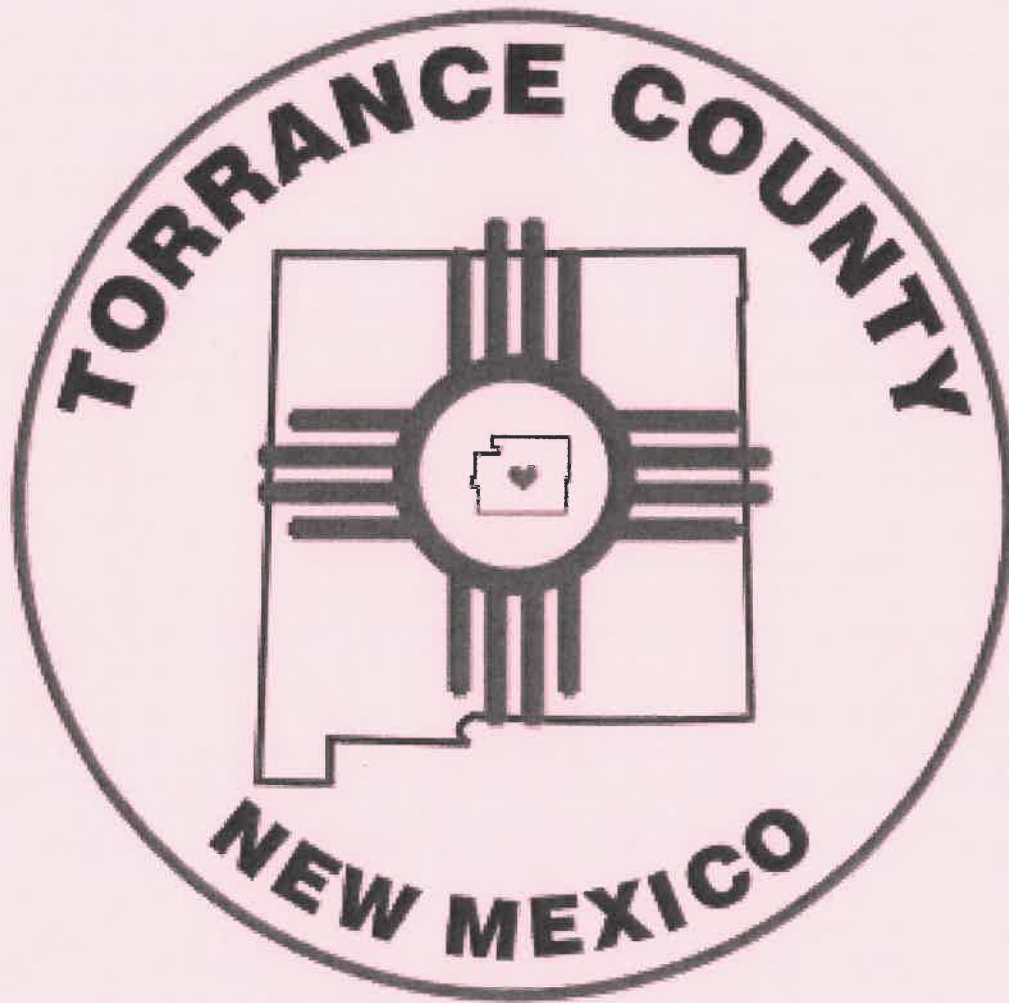
*The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.*

Signed and submitted on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Printed Name /S Signature of Commission Chair or Authorized Local Government Designee

\_\_\_\_\_  
Printed Name /S Signature of County Fire Chief / Fire Marshal or District Chief





*Agenda Item  
No. 12-D*

# TORRANCE COUNTY FIRE DEPARTMENT




## Policy and Procedure/SOG Manual

Effective Date: 09/26/2018

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Disclaimer, Table of Contents	<b>1.1</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**DISCLAIMER**

The Torrance County Fire Department has enacted the following Policy and Procedure along with the Standard Operating Guidelines. The department, its members or other contributors cannot guarantee that adherence to these guidelines by any other fire department or emergency service organization will result in compliance with any laws, regulations or standards.

The Torrance County Fire Department cannot guarantee that adherence to the SOG’s alone will result in a reduction of occupational injuries, illness or exposures. The guidelines can however, provide the framework for an emergency service occupational safety and health program which, when develop comprehensively by and for an individual fire department or emergency service organization, can be designed to achieve this goal.

**PREFACE**

The following Policies and Procedures/Standard Operating Guidelines were developed to guide members of the Torrance County Fire Department in the performance of their duties, on and off the incident scene. They are based on the requirements in NFPA 1500-Standard on Fire Department Occupational Safety and Health Program, and on appropriate federal, state and local regulations.

The SOG’s remain guidelines rather than rigid policies. Second, it allows the SOG’s to be recognized as the basis of general rules of conduct expected from all members. Finally, it makes the SOG’s the basis of the department’s occupational safety and health program.

All department members are required to sign a statement documenting they have received a copy of the Policies and Procedures/Standard Operating Guidelines and have read and understand them.

## **SAFETY POLICY**

The Safety Policy of the department is to provide and operate under the highest possible levels of safety for all members. The prevention of accidents, injury exposures and occupational illnesses are the goals of the department and shall be primary considerations at all times. The concern for safety and health applies to all members of the department and any other persons who may be involved in department functions.

The Safety Policy, Policies and Procedures/Standard Operating Guidelines comprise the framework for the department's occupational safety and health program. The safety and health program will be reviewed by department officers annually and may be revised as necessary. Department members will be notified of changes to the program by way of amendment to the Policy and Procedure/SOG's.

## **INTRODUCTION AND PURPOSE**

Presented on the following pages are the Policies and Procedures and Standard Operating Guidelines (SOG's) of the Torrance County Fire Department. They are to be used as a reference pertaining to department procedures and regulations and to establish behavioral guidelines. The SOG's are intended to assist members accomplish the mission of the department:

***The mission of the Torrance County Fire Department is to serve the public by providing efficient and effective protection of life and property from the adverse effects of fire, medical emergencies, and other hazardous situations.***

***Core Values: Honor, Respect, Duty, Loyalty, Integrity, Selfless Service, Personal Courage***

***Our Core Values are fundamental to our individual and collective success.***

It must be stressed that under all circumstances, common sense must prevail. Emergency response situations are so varied specific rules and regulations cannot always be followed in the strictest sense and may need to be altered according to the incident. The guidelines should be used as a tool to inform members of the direction their decisions and actions should follow.

The members of the Torrance County Fire Department are a diverse group joined together in a common cause, providing a valued and outstanding service to Torrance County. Keep in mind, every member's personal conduct and behavior reflects on the department as a whole. It takes only one thoughtless, careless or selfish act to destroy the excellent reputation established through many years of dedication and hard work. Each of us is ultimately responsible for our decisions and actions.

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Medical Channels

Medical Supply Check out Log

Medication Administration Log

Mileage Log

Patient Care Report Review Log


Personal Protective Equipment Inspection Log

Personnel Exposure Log

SCBA Inventory Log

Training Request


Travel Reimbursement Form

	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Introduction
	<b>Scope:</b>	Department Administration
<b>Authority:</b>	Torrance County Fire Chief	<b>1.2</b>  <b>Volunteer</b>  <b>Effective Date:</b> <b>09/26/2018</b>

This manual contains statements of personnel policies and procedures which shall be followed by all members of the Torrance County Fire Department (hereinafter "TCFD"). It shall serve as a reference and working guide for day-to-day administration of TCFD. These written policies are intended to increase understanding, to eliminate the need for ad hoc decision making on matters of department wide policy, and to help ensure uniformity throughout TCFD. It is the responsibility of each and every member to read and understand all of the material contained in this Policy Manual and Standard Operations Guidelines. It is also the responsibility of each member to request assistance from their immediate supervisor if there is any policy which the member does not understand. The subjects covered in this Policy Manual and Standard Operations Guidelines may be modified as needed. Changes in intent, interpretation, and administration as a consequence of any such modifications will occur accordingly. All modifications shall be recorded in the form of a policy or procedural statement and shall be issued to each employee for insertion into their Policy Manual and Standard Operations Guidelines. Members are encouraged to notify their supervisor whenever they encounter an issue or wish to recommend improvements of this Policy Manual or Standard Operations Guideline. It is the responsibility of each employee to be certain that his or her copy of the Policy Manual is kept current.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Policy Development	<b>1.3</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PURPOSE**

This policy will detail the administrative procedures that will be utilized when developing, revising, approving, and implementing policies, practices, and procedures for TCFD Department.

**POLICY**

In order to maintain a consistent set of standards, it is important for TCFD to develop and maintain a method by which policies are developed and/or modified and a procedure for providing notice of policies and modification thereof.

**I. Policy/Procedure/ Standard Operating Guideline Development:**

A. It is the responsibility of the Chief to determine when a new policy/procedure should be developed, or when an existing policy or procedure should be revised. Input for this process can come from many different sources, including members from any area of TCFD. Once the need for a policy/procedure is identified, an individual shall be assigned to research, develop or revise the policy/procedure. This research should include discussions with affected areas of TCFD and officers and a review of area/industry practice, and may also involve the use of outside consultants, attorneys, etc.

B. When developing or revising policies and procedures or standard operating guidelines, the factors to be considered shall include:

1. Applicable State and Federal Laws.
2. Impact on Safety, Quality, Production, Efficiency, Etc.
3. EEO/Affirmative Action Impact
4. Industry Practice
5. Area Practice

C. When TCFD has completed the formulation or revision process, the policy/procedure shall be submitted to the Chief for review and comment.

**II. Policy/Procedure Approval:**

A. The policy/procedure shall be considered approved after it is signed by the Chief of TCFD and the Board of County Commissioners of Torrance County if the policy addresses issues beyond the daily operation of the Department.

**III. Policy/Procedure Implementation:**

A. Once a policy/procedure has received necessary approval, it will then be distributed for inclusion in the Policy/Procedure Manual.

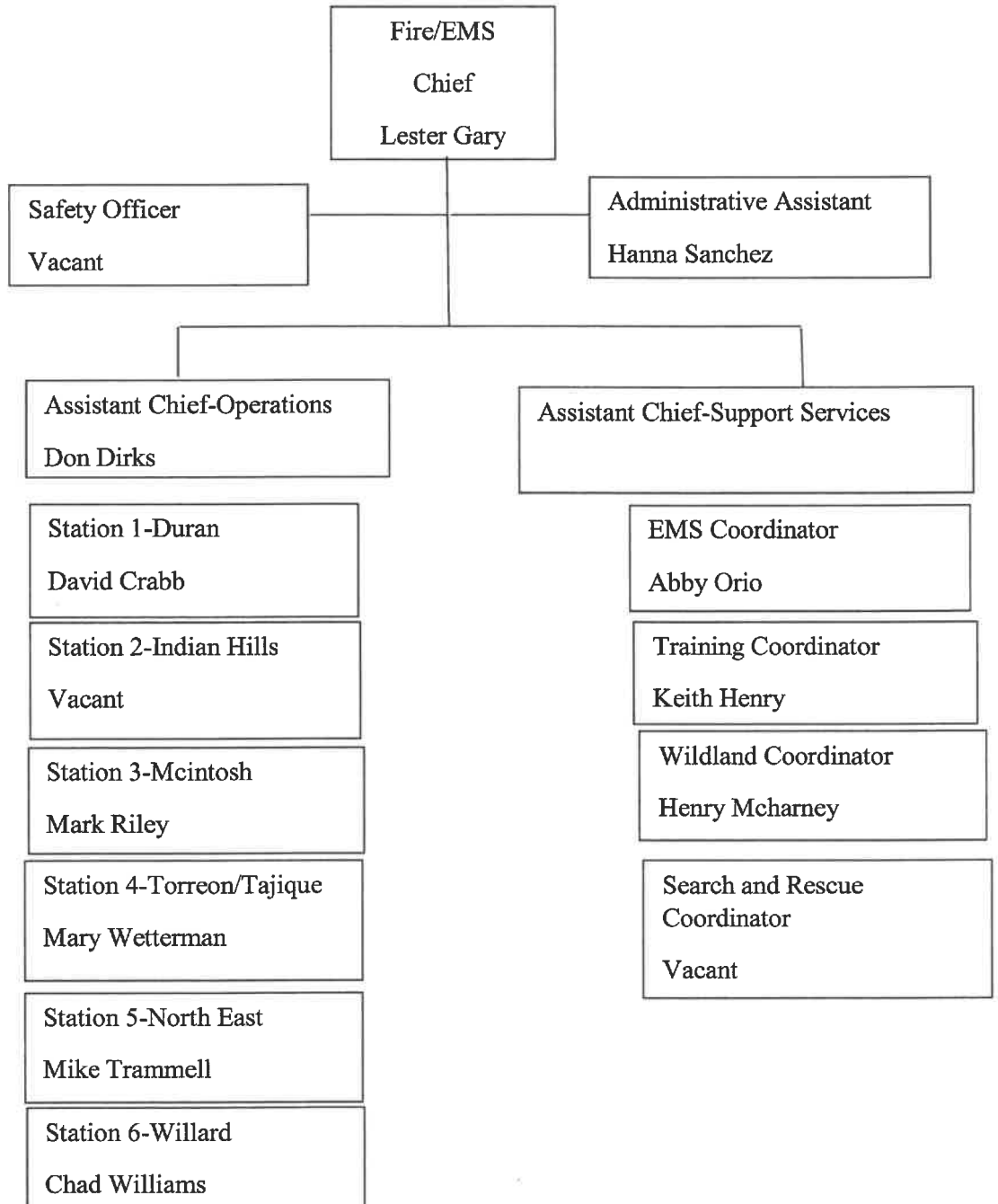
B. A memo shall be prepared that communicates and explains the new policy.


C. Any questions concerning application of any policy/procedure should be directed to the member's immediate supervisor.

# Torrance County Fire Department

## Organizational Chart

P&P 1.4



	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Fire District Bylaws Organization <span style="float: right;"><b>1.4.1</b></span>
	<b>Scope:</b>	Department Administration <span style="float: right;"><b>Volunteer</b></span>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date:</b>  <b>09/26/2018</b>

**ORGANIZATION:**

**1. Organizational Name and Authority:**

The name of the organization is the Torrance County Fire Department, officially named and so designated by order of the Torrance County Commission by and through the legal adoption of Torrance County Resolution No. 2003-6

**2. Purpose of Organization:**

The Torrance County Fire Department and its County Fire Districts were created and established by the Torrance County Commission for the purpose of providing necessary fire, rescue and emergency medical services for the residents of and visitors to Torrance County. The Department shall act in accordance with all applicable federal, state and local laws and ordinances.

**3. Purpose of Bylaws:**

These bylaws are hereby adopted by the Torrance County Commission for the explicit purpose of establishing the means by which the operational business of the Torrance County Fire Department and its County Fire Districts will be conducted.


**4. District Preamble:**

The Torrance County Fire Department's Fire Districts are fundamental to the County's ability to provide fire, rescue and emergency medical services to the residents of and visitors to Torrance County. It shall be the mission of the Torrance County Fire Department, and each County Fire District, *to serve the public by providing efficient and effective protection of life and property from the adverse effects of fire, medical emergencies, and other hazardous situations.* The goals and objectives of the Department and its Fire Districts shall be drafted to ensure the Department's mission is accomplished and in doing so protect the lives and property of all its residents.

**5. District Name**

The name of an individual Fire District shall be the name assigned by the County Commission at the time the Fire District was created and/or amended by the Commission action. There are presently Six Fire Districts that make up the Torrance County Fire Department. All members of the Fire District are members of the Torrance County Fire Department and fall under the chain of command established by the Torrance County Commission with the adoption of Torrance County Resolution No. 2003-6.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Fire District Bylaws Rules of Order for District Meetings	<b>1.4.2</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**RULES OF ORDER FOR FIRE DISTRICT MEETINGS:**

**6. Quorum:**

A quorum consisting of 51% of the members qualified to vote and in good standing shall be required to conduct business for any Fire District.

**7. Order:**

The business of each Fire District shall be conducted according to the New Mexico Open Meetings Act (NMSA 1978, Section 10-15—1 to 4) and recorded by the District according to the resolutions and ordinances approved and adopted by the Torrance County Commission. Meeting shall be conducted using Roberts Rules of Order. The following is an example of the order in which business may be conducted by the Fire District.


- A. Call to order
- B. Roll call
- C. Approval of Previous months Minutes
- D. Financial Report
- E. Response Report
- F. Communications
- G. Committee Reports
- H. Old Business
- I. New Business
- J. Adjourn

Other categories may be added, as necessary.

**8. Conduct:**

The Ranking Officer present shall conduct the business meeting of the Fire District. Meetings shall be conducted in accordance with the rules, regulations, resolutions or ordinances adopted and approved by the Torrance County Commission.

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	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Fire District Bylaws Meetings  <b>1.4.3</b>
	<b>Scope:</b>	Department Administration  <b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief  <b>Effective Date:</b>  <b>09/26/2018</b>	

**MEETINGS:**

**1. Business Meetings:**

Regular monthly business meetings shall be held at each Fire District. The date, time and location of the meetings shall be designated by the Battalion Chief and may be changed provided a minimum 48 hour notice is given to the membership. The County Fire Chief shall be provide notices of all meetings.

**2. Special Meeting:**

Special meetings may be held at the order or call of the Battalion Chief or a majority of the District membership. A minimum 48 hour notice must be given to the membership.

**3. Training Meetings:**

Fire and medical training will be held not less than monthly at the date, time and location designated by the Battalion Chief. District fire and medical trainings may be conducted in conjunction with regional trainings offered by Regional staff or Fire Administration.

**4. Emergency Meeting:**


An emergency meeting which concerns the immediate welfare of the district may be called by the Ranking Officer at any time provided notification is given to all District members who can be contacted personally by phone and/or edispatches. Notice of all emergency meetings shall be provided to the County Fire Chief.

**5. Attendance**

Regular business meetings shall be open to all members of the Fire District regardless of membership status. Additionally, business meetings shall be open to members of the general public, including prospective members, who are interested in the business and operation of the Fire District; other members of the Torrance County Fire Department and, with approval of the Battalion Chief, other invited guests or speakers who may wish to address the District membership.

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	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Fire District Bylaws Members
	<b>Scope:</b>	Department Administration  <b>1.4.4</b>  <b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief  <b>Effective Date:</b>  <b>09/26/2018</b>	

**MEMBERS,**

**1. Membership:**

The operational success of the Torrance County Fire Department depends heavily on the worthy service of those who are willing to volunteer their time, energy, and resources to their community. In consideration of the willingness of the volunteer members of the Department to provide such service to their communities, the organizational structure of the Torrance County Fire Districts shall be based on democratic principles and shall take into consideration the concerns, ideas, and needs of its members. However, such consideration shall not be given in lieu of the legal obligation of Torrance County to operate the Department and the County Fire Districts in accordance with all applicable local, state, and federal laws, and to do so with the purpose of providing a necessary public service to the residents of and visitors to Torrance County.

**2. Membership Application:**

Membership application for a particular County Fire District may be determined based on the applicant’s proximity of home or work to the specific Fire District. Special service volunteers may be assigned on a regional basis to help other districts. Membership application and status within the Fire Department shall be determined based on the applicant’s ability and willingness to provide a useful service for the Department, the applicant’s volunteer and/or employment history, and a background check/review conducted by Fire Administration. Consideration for membership shall be given to all applicants without regard to race, color, religion, national origin, ancestry, gender, age, sexual orientation, mental or physical disability, or medical condition, unless based on a bona-fide occupational qualification. However, physical limitation shall be used as a factor in determining the applicant’s ability to function as an EMT or firefighter.

**3. Application Process:**

Applicants for membership are required to complete a Torrance County Fire Department Volunteer Application, provide copies of any pertinent training, (i.e., EMS license and/or certificates of fire training), and provide a copy of a current driver’s license with the application. These documents can be submitted to the Fire District by mail or at the Fire Department Administrative Office. The application will be reviewed by the Fire Administrative Office personnel; the following steps will be completed during the review.

- Background check
- Reference check
- Driver’s License check

Applicants must disclose any criminal conviction occurring prior to application for membership at the time of application. The information will be considered confidential by the Department and will not be shared unless it is considered to be public information by state statute, the attorney general, the county attorney, or a court of law. Applicants convicted of a felony, a DWI/DUI within the last three years will not be considered for membership. An individual who has been convicted of a misdemeanor crime and has subsequently served his/her sentence has the right to be considered for membership by the Department. However, the Department reserves the right to use past criminal conduct, behavior and/or conviction as a reason to deny an application for membership. Applicants must be able to perform the essential functions for the volunteer position they are applying for.

#### **4. Application Processing:**

- a. Initial applicants will be interviewed with the relevant Battalion Chief or another Chief Officer; a Company level officer. Applications will be forwarded to the County Fire Chief for final approval.
- b. When the action or behavior of an applicant may have a detrimental effect on the Department, on another member of the department, or on the County, such action and/or behavior shall be considered when reviewing an application for membership. Any corrective or disciplinary action will be taken, and if necessary, rejection of that membership application may occur.
- c. If the applicant is approved for membership, they will be notified to complete required (W-9, W-4, Stipend Form) paperwork necessary to volunteer. Paperwork should be submitted directly to the Torrance County Fire Administration. Alternative arrangements may be requested and will be considered based on the availability of staff.
- d. A waitlist shall be established if a district is full. An applicant can also be accepted into an alternate district if it is in the best interest of the department.
- e. An applicant who is not approved for membership will be notified in writing.

#### **5. Insurance Coverage:**

Approved applicants will be given a copy of the insurance coverage and must complete the Volunteer Firefighters Insurance Services (VFIS) beneficiary form at the first district meeting. The beneficiary form will be forwarded to Fire Administration within 30 days. Volunteer members are covered by insurance for department related activities once they appear on a district roster.

#### **6. Privileges and Obligation of Volunteer Members:**

- a. Each volunteer member is entitled to voice his or her opinion and entitled to fair and equitable treatment and consideration in the Department. Every volunteer member, based on status within a specific fire district, shall be entitled to initial and ongoing training in both fire and emergency medical services, and shall be supplied necessary personal protective equipment as the budget allows. Every volunteer member may enroll in the State of New Mexico Fire Fighter Retirement Program, although enrollment does not determine by the Public Employees Retirement Association (P.E.R.A) based on strict requirements defined in the Volunteer Firefighter Retirement Act and further defined herein. Membership status in the Department is not determined

by the member's eligibility for retirement benefits. Volunteer members will be offered the volunteer firefighter nominal fee program once they qualify.

- b. Each member has an obligation to attend meetings and trainings and respond to emergencies as requested in accordance with the requirements set forth within this standard, and pursuant to guidelines unique to and approved by a Fire District that are not in opposition to the policies, protocols, procedures, directives, and guidelines adopted by the Department or Torrance County Standard Operating Guidelines.

#### **7. Oath of Office:**

All members of the Department shall adhere to the policies, procedures, directives and regulations promulgated, adopted, and approved by the Department as required by Torrance County Ordinance, and shall furthermore swear an oath to do so upon accepting membership in the Department.

The Oath of Office shall be made available to all applicants prior to the swearing-in event.

#### **OATH**

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution and Laws of the United States of America, the Constitution and Laws of the State of New Mexico and the Ordinances of Torrance County; that I will be obedient to the Policies, Orders, Rules, and Regulations of the Torrance County Fire Department; and that I will faithfully and impartially execute the duties of the office of \_\_\_\_\_, in which I am about to enter, to the best of my ability, so help me God.

#### **A. CLASSIFICATION/COMPETENCY OF VOLUNTEER MEMBERS**

Successful organizations must have minimum performance standards. Without performance standards, the Torrance County Fire Department would not be able to accomplish its mission. It is important that volunteer members maintain a minimum level of proficiency in order to protect themselves and the citizens that they serve. The requirements below were carefully thought out with consideration given to the time constraints that each volunteer faces.

##### **1. Probationary New Member-Probation Period Purpose:**

The probation period is designed to help a new member become familiar with the department. A probationary member of the Department is one who is undergoing orientation and training. The normal probationary period for a new member shall be 6 months. Probationary members shall be provided personal protective equipment necessary for training purposes to ensure their safety during all training exercises. A member may also be placed in this status secondary to any disciplinary process defined herein. Exceptions may be granted for those members who transfer from one Fire District to another.

**2. Membership annual reviews:**

All department members will submit to an annual Medical review and annual Performance review.

**3. Active Duty:**

A volunteer member of the Department, who performs firefighting and or emergency medical services for the Department, routinely responds to emergencies within the County, attends meetings regularly and otherwise meets the requirements listed below:

- a. Minimum 18 years of age;
- b. meets all physical fitness requirements adopted by the County for this classification;
- c. has completed the probationary period and all necessary training requirements;
- d. attends a minimum of 24 hours station duty/coverage per month;
- e. attends a minimum of 35% of all regular business meetings;
- f. attends a minimum of 35% of all required trainings;
- g. responds to a minimum of 35% of all emergency responses that the member is responsible for;
- h. maintains a minimum of 24 hour station coverage;
- i. has passed mandatory training and is checked out on all vehicles and equipment associated with the district assigned to;
- j. has a current New Mexico Driver's license, a clear driving record, clear criminal record and has successfully completed an Emergency Vehicle Operation program (VFIS,CEVO);
- k. has obtained a DDC defensive driver course;
- l. has a current CPR/AED/Basic First Aid training;
- m. all firefighters shall pass a yearly SCBA fit test and remain qualified.

Physical fitness requirements. Any fire fighter may be required to obtain a physical examination to determine fitness before classification as an active duty fire fighter. The Fire Chief shall determine this requirement after consultation and recommendation of the Battalion Chief. An annual physical exam consistent with DOT physical requirements shall be mandatory for all fire fighter who are 60 years of age or older who choose to continue as an active fire fighter. The department shall play for mandatory physical exams. Physical exams shall be required for all state or National certified EMS's.

**4. PERA Qualified Duty:**

A member of the department who meets the Active Duty requirements plus the requirements of the Volunteer Firefighters Retirement Act listed below and thus qualifies for PERA Volunteer firefighter Retirement.

- a. Is at least 18 years of age;
- b. attends a minimum of 75% of all regular business meetings;
- c. attends a minimum of 75% of all required trainings;
- d. responds to 50% of all emergency responses for which the member is responsible.

## **5. Limited Duty:**

A volunteer member of the Department who cannot meet the physical fitness requirement and/or is not SCBA qualified but otherwise meets the requirements of an Active Duty member. Limited duty members perform important support services for the Department but cannot be interior firefighters. Limited duty members can hold elected office and provide support services on the fire ground. Support services include, but are not limited to, incident command, pump operations, EMS, pulling and laying hose, tender shuttle operations, assisting firefighters on the fire ground and other duties as assigned by the officer in command. Limited duty members shall be provided necessary personal protective equipment.

## **6. Probationary:**

A volunteer member of the Department or District who is undergoing orientation and/or training in order to obtain active, qualified or limited duty status. The normal probationary period for a new member shall be 6 months. Probationary members shall be provided all equipment necessary for training purposes to ensure their safety during all training exercises. A member may also be placed in this status secondary to a disciplinary process further defined herein.

Exceptions may be granted for those members who transfer from one fire district to another. On a case by case basis, members may receive a shorter probationary time at the discretion of the Fire Chief.

## **E. Restrictions:**

A volunteer member of the Department who becomes a fulltime, paid fire fighter for the County must resign as a volunteer member of a Fire District.

## **F. Cadet:**

A junior volunteer member of the Department who has reached the minimum age of 14 but is less than 18 years old and has the permission of at least one parent or guardian. Cadets must complete a membership application and at least one parent or legal guardian must sign a department approved waiver prior to participation in any department related activity. Cadets cannot be fire fighters; they can however receive fire training and provide support services on the fire ground similar to those provided by limited duty members. Cadets should always be paired with an active, qualified or limited duty member.

## **G. Auxiliary:**

A volunteer member of the department who provides administrative or other support services, for the District or Department. Auxiliary members may participate in all District or Department social activities, meetings, and trainings. Participation in any Emergency activity, including fire ground activity, is strictly limited and restricted to an area designated as a stage zone. Auxiliary members may not engage in firefighting or emergency medical service related activities. However, they may assist with District or

Department record keeping, data base entry, purchasing, fundraising, public education activities, or other District or Department related administrative duties.

**H. Charter:**

Members who were founding or original members of a Torrance County Fire District are herein accorded the status of Charter Member with all rights, privileges and obligations of a retired member of the Department.

**I. Honorary:**


Those persons who have been so recognized by a vote of the majority of the member of a Fire District who are in good standing and eligible to vote at a regular meeting at which a quorum of members is present. This honor may be bestowed upon anyone who, in the opinion of the officers and membership of the Fire District, has made a significant contribution to the efforts of the Fire District.

**J. Retired:**

Those persons who have been members of the Department and have reached the minimum age of 55 and have requested retirement status from P.E.R.A. or have incurred from any cause a disability which prevents them from performing the normal duties and responsibilities of an Active, Qualified or Limited Duty member. The determination for eligibility for retired status due to a medical condition shall be based on the evidence submitted by the member for consideration or upon reported evidence of inability to perform tasks at an acceptable level. A retired member of a District may continue service in accordance with the Volunteer firefighter Retirement Act. Retired members who remain active may participate in meetings and functions and shall have voting privileges for the purpose of Fire District business.

**K. Leave of Absence:**

Members may submit a written request for a leave of absence (LOA) when personal, employment, or other circumstances prevent them from fulfilling the requirements of their membership status for an extended period of time. Members who are granted a LOA are required to return all Department owned equipment and personal protective equipment issued by the Department. Upon reinstatement, equipment will be re-issued to the member. Members who have been on LOA may return to the Department or District with no loss of seniority, except for the time loss while on LOA, and shall have all privileges and status reinstated upon return. If the LOA has been for a period greater than 6 months the member shall be required to perform a standard vehicle and equipment re-certification prior to reinstatement.

	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Fire District Bylaws Officers
	<b>Scope:</b>	Department Administration <b>1.4.5</b> <b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief <b>Effective Date:</b> <b>09/26/2018</b>	

**OFFICERS:**

**District Officers:**

The Officers of the Fire District shall have general supervisory responsibility for the operation of a specific County Fire District. Other responsibilities and duties of District Officers have been defined in the Torrance County Fire Department Job Specifications for those officers. District Officers may assume additional duties and responsibilities as necessary to administer and coordinate daily operations unique to a Fire District in order to ensure the Departments’ mission is accomplished and/or to ensure the Fire District’s ability and readiness to respond to emergencies within that District. All officers report to the next higher ranking officer in the chain of command. The Battalion Chief reports to the County Fire Chief

**Composition of District Officers/Chain of Command:**

The officers of each County Fire District shall consist of at least the following:

- District Battalion Chief
- District Captain
- One or more District Lieutenant(s) (Fire, EMS, etc.)
- Safety Officer
- Fire Prevention Officer
- Secretary/Treasurer

**Limitations:**

There shall be no more than one Battalion Chief per County Fire District and one Captain per Station. The County Fire Chief shall receive any letter of intent for any open position. Vacant positions shall be filled by following the Promotional Procedure process.

**Term of Office:**

The term of Office for each District Battalion Chief shall not exceed four years.

The term of Office for each District Captain shall not exceed two years.


The term of Office for any staff Officer shall not exceed two years.

The term shall begin January 1<sup>st</sup> of each calendar year and subsequently shall expire on the 31<sup>st</sup> day of December.

There shall be no limitation to the number terms a member may be in office.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Fire District Bylaws Appointment and Duties of Officers	<b>1.4.6</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PROCEDURE FOR APPOINTMENT OF OFFICERS:**

**8. Officers:**

In the event of an opening for any District Officer position, the position shall be posted internally within the Fire Department. The filling of the position shall follow the department Promotional Procedures. To be considered for the position the following requirements shall be met:

- a. A candidate for office must be a volunteer member of the fire District, and must be an Active, qualified or Limited Duty member in good standing and off probation.
- b. Upon notification of opening the member must submit to the County Fire Chief a letter of intent and complete a brief questionnaire, to be considered for the position.
- c. At this time the Promotional Procedure shall be followed to fill the position.

**9. Vacancies:**

In the event a vacancy occurs prior to the end of a term of office, an interim may be assigned to temporarily fill the vacancy. At this time the position shall be posted and filled using the Promotional Procedure.

**10. Duties:**

The duties of the District Officers are defined as follows and may be further defined or updated in the County Fire Department job specifications:

**a. District Battalion Chief**

- A. Reports directly to the County Fire Chief
- B. Assumes responsibility for and supervises the activities of, Administration, personnel, budget, training and emergency responses for the district.
- C. Ensures the District operates under the County Fire Department chain of command and that emergency scenes are managed utilizing the Incident Command system and relevant Safety/Operational procedures.
- D. Chairs all District business meetings.
- E. Ensures all district apparatus, equipment and stations are routinely inspected.
- F. Appoints such standing committees as needed to perform special functions for the district.
- G. Appoints members to perform as staff officers for the District.
- H. Is an ex-officio member of all departmental committees?

- I. Attends or appoints a representative to attend the Torrance County Fire Chiefs' meeting.
- J. Exercises those duties and responsibilities as outlined in the District Battalion Chiefs job specifications under the direction of the County Fire Chief.
- K. All other duties as assigned.

**b. District Captain**


- A. In the absence of the Battalion Chief shall assume all duties and responsibilities thereof.
- B. Supervises training of new members including the assignment of mentors for each new member.
- C. Is responsible for supervising the maintenance of apparatus, equipment and stations for the District.
- D. Plans and conduct necessary District training.
- E. Schedules and posts duty roster as applicable.
- F. Exercises those duties and responsibilities as outlined in the Captains job specifications under the direction of the District Battalion Chief.
- G. All other duties as assigned.

**c. District Lieutenant (s)**

- A. In the absence of a superior officer shall assume all duties and responsibilities thereof.
- B. Exercises those duties and responsibilities as outlined in the Lieutenants' Job specifications under the direction of the District Battalion Chief.
- C. All other duties as assigned.

**d. Safety/Fire Prevention Officer**

- A. Is responsible for preparing fire prevention pre-planning as assigned by the District Battalion Chief.
- B. Is responsible for conducting fire prevention education training for the fire District.
- C. All other duties as assigned.

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Fire District Bylaws Cadet Program	<b>1.4.7</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date:</b>  <b>09/26/2018</b>

**Cadet:**

Cadets, as defined earlier within these bylaws, shall follow all applicable Department Rules, Regulations, Policies, directives and Operating Guidelines as adopted by the Torrance County Fire Department.

**1. Requirements:**

Those persons who have attained the age of fourteen (14), and have the permission of at least one parent or guardian, may apply for cadet status in the Department. Cadets may not participate in emergency responses except under the direct and constant supervision of a line officer. Cadets shall not drive any Department vehicle under any circumstance and may not operate equipment except under direct supervision during training exercises.

**The safety of cadets is of the utmost importance. District officers will make every effort to ensure the safety of cadets at emergency scenes and during training.**

**2. Application:**

New cadets must complete a Department application, have the written approval of at least one parent or guardian and complete an oral interview with Fire District officers prior to appointment to a six-month (6) probationary status. Cadet will be issued personal equipment, while on probationary status. Cadets must attend 35% of business and training meetings during which time they will be evaluated to determine their eligibility for Active Cadet status. Cadets who reach their eighteenth (18) birthday and have successfully completed a minimum “Introduction to Firefighting” course will be moved to active or qualified status within the District following approval of the County Fire Chief.

**3. Mentor:**

A mentor from the Fire District will be assigned to each Cadet during the Cadet’s probationary period. A mentor for the Cadet shall be appointed and supervised by the District Battalion Chief.

**4. Evaluation:**

During probation, monthly evaluations of the Cadet may be conducted by the assigned mentor and submitted to the Battalion Chief. Testing of fire and medical training proficiency as well as testing the Cadets ability to perform station and vehicle maintenance shall be noted in the evaluations. Following the probationary period Cadets remain subject of random testing and evaluations.

**5. Grades:**

Cadets must maintain a 2.0 GPA or better in their school work in order to remain in good standing with the department.

**LIABILITY WAIVER AND RELEASE FORM (MINOR CHILD)**

**THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING**


I hereby certify that I am the adult parent or guardian of, \_\_\_\_\_ a minor child under the age of eighteen years, and I consent to his/her participation in recreational activities with the Torrance County Fire Department Cadet Program, located within Torrance County. I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of said minor child's participation in recreational activities and transportation in a Torrance County vehicle, with the Torrance County Fire Department. I recognize my responsibility to ensure that said minor child participates only in those activities for which he/she is capable of. I understand that the Torrance County Fire Department shall have no responsibility to pay for medical treatment and related costs if said minor child is injured. Knowing the risks described above, I agree, personally and on behalf of the minor child named above, to assume all the risks and responsibilities surrounding my minor child's participation in the Torrance County Fire Department Cadet Program. To the fullest extent allowed by law, I hold harmless and agree to indemnify the Torrance County Fire Department, its officers, directors, faculty, staff, volunteers, employees and agents, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which said minor child may suffer or for which said minor child may be liable to any other person, related to said minor child's participation in recreational activities with the Torrance County Fire Department Cadet Program, resulting from any cause whatsoever, and regardless of fault. I am at least eighteen years of age and have carefully read and freely signed this Liability Waiver and Release Form (Minor Child). I understand and agree that no oral or written representations can or will alter the contents of this document.

Guardian Name: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_

Cadet Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Date: \_\_\_\_\_

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Membership Application	<b>1.5</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**TORRANCE COUNTY FIRE DEPARTMENT**

**APPLICATION FOR VOLUNTEER FIREFIGHTER**

*We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation or any other legally protected status. Applications are only accepted for a bona-fide job posting. A current resume is acceptable in addition to a completed application form.*

**POSITION**

POSITION DESIRED: \_\_\_\_\_

Date of Application: \_\_\_\_\_ Date Available to Begin Membership: \_\_\_\_\_

Are you 18 years or older? Yes                  No

Have you applied with Torrance County Fire before? Yes                  No

If yes, give date: \_\_\_\_\_

Position Applied For: \_\_\_\_\_

Have you ever been employed with the Town of Estancia before? Yes                  No

If yes, give date: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Position Held: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Do you have any relatives currently working for the Town of Estancia? Yes          No

If yes, please list: \_\_\_\_\_

Please review the job description for this position. Do you have the required type and years of experience for this position?

- I have all the experience required for this position.
- I have similar experience that is required for this position.
- I have some of the experience required for this position.
- I have none of the experience required for this position.

Can you perform the essential functions of this position?    Yes                      No

Driving a County vehicle may be required for this position, for training or for conferences. Do you have a valid New Mexico driver's license?                      Yes                      No

Have you ever been convicted of a felony?                      Yes                      No

*Conviction will not necessarily disqualify an applicant from membership*

If yes, please explain \_\_\_\_\_

Are you a United States citizen?    Yes                      No

Are you prevented from lawfully becoming employed in the United States because of Visa or Immigration status?                      Yes                      No

### PERSONAL INFORMATION

Name: \_\_\_\_\_ Other Name Used: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Present Mailing Address: \_\_\_\_\_

Street                                      City                                      State                                      Zip Code

Permanent Address: \_\_\_\_\_

Street                                      City                                      State                                      Zip Code

How Many Years at This Address?    Years \_\_\_\_\_ Months \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_ Other Phone Number: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Are you available to work (circle all that apply):

Full Time    Part Time    Shift Work    Temporary

Can you travel if the job requires it?                      Yes                      No

Are you currently on "lay-off" status and subject to recall?                      Yes                      No

### EDUCATION & TRAINING

*Please attach a copy of all certifications, diplomas licenses and/or awards.*

Do you have a high school diploma?                      Yes                      No

If yes, name and location of school: \_\_\_\_\_

If no, do you have a GED?    Yes                      No

Date Obtained: \_\_\_\_\_

Did you attend a college or trade school?                      Yes                      No

If yes, name and location of school: \_\_\_\_\_

Did you graduate?    Yes                      No

Degree (s) obtained: \_\_\_\_\_

Dates attended: \_\_\_\_\_ to \_\_\_\_\_

Courses Studied: \_\_\_\_\_

Describe any special skills or training: \_\_\_\_\_

\_\_\_\_\_

Indicate any foreign languages you can speak, read and/or write: \_\_\_\_\_

\_\_\_\_\_

List any licenses, certifications, honors and/or awards: \_\_\_\_\_

\_\_\_\_\_

List any community service or volunteer work, past or present: \_\_\_\_\_

\_\_\_\_\_

### **MILITARY SERVICE**

Branch of Service: \_\_\_\_\_

Discharge date: \_\_\_\_\_                      Type of Discharge: \_\_\_\_\_

Are you currently a member of the Reserves or National Guard?    Yes                      No

## REFERENCES

*Please list at least 2 business references and only 1 personal reference. Must have been an acquaintance for minimum one year.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business: \_\_\_\_\_ Years Acquainted: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business: \_\_\_\_\_ Years Acquainted: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Business: \_\_\_\_\_ Years Acquainted: \_\_\_\_\_



## WORK EXPERIENCE

*Start with your most recent job. Include any job related military service and volunteer activities.*

**EMPLOYER:** \_\_\_\_\_ Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dates of Membership: \_\_\_\_\_ to \_\_\_\_\_

Starting Salary: \_\_\_\_\_ Ending Salary: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for leaving or seeking other Employment: \_\_\_\_\_

If this is your current employer, may we contact them?                      Yes                      No

**EMPLOYER:** \_\_\_\_\_ Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dates of Membership: \_\_\_\_\_ to \_\_\_\_\_

Starting Salary: \_\_\_\_\_ Ending Salary: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for leaving or seeking other Employment: \_\_\_\_\_

**EMPLOYER:** \_\_\_\_\_ Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Job Title: \_\_\_\_\_ Dates of Membership: \_\_\_\_\_ to \_\_\_\_\_

Starting Salary: \_\_\_\_\_ Ending Salary: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Reason for leaving or seeking other Employment: \_\_\_\_\_

**CERTIFICATION AND AUTHORIZATION**

*I certify that all the information submitted by me on this application is true and complete. I understand that if any false information, omissions, or misrepresentations are discovered, I will be barred from membership with Torrance County Fire Department. I also certify that I can provide the necessary documentation for membership as required on the I-9 form. I certify that I will adhere to Torrance County Fire Department Personnel Ordinance and regulations for membership. I understand that membership is conditional upon the successful completion of a criminal background check, membership verification, physical and drug and alcohol screen.*

*Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

**TORRANCE COUNTY FIRE DEPARTMENT**

**AUTHORIZATION TO RELEASE INFORMATION AND REQUIRE MEDICAL  
EXAMINATION AND DRUG AND ALCOHOL TESTING**

The applicant is to complete the following information:

1. In connection with my application for membership, I understand that an investigative consumer report may be requested that will include information as to my character, work habits, performance and experience, along with reasons for termination of past membership. I understand that as directed by company policy and consistent with the job described, you may be requesting information from public and private sources about my: worker's compensation injuries, driving record, court record, education, credentials, credit and references.
2. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if membership is denied because of information obtained by my prospective employer from a consumer-reporting agency. If so, I will be notified and given the name and address of the agency or the source which provided the information.
3. I acknowledge that a telephone facsimile or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies.
4. I hereby authorize, without reservation any law enforcement agency, institution, information service bureau, school, employer (past and present), reference or insurance company to furnish the information described in Section I.
5. The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes. I hereby release the employer and agents and all persons, agencies and entities providing information or reports about me from any and all liability arising out of the request for or release of any of the above mentioned information reports.
6. I understand that my eligibility for membership and/or continued membership is contingent upon Torrance County gaining access to these records.
7. I understand that my eligibility for membership and /or continued membership is contingent upon the required Drug and Alcohol screen.

---

(Please Print)

Last Name

First

Middle

Any other names used \_\_\_\_\_

---

Home Address

City

State

Zip Code

---

Social Security Number

Date of Birth

---

Driver's License Number

State Issuing License

---

Name as it appears on Driver's License

Optional:

RACE: \_\_\_\_\_ Asian \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ White \_\_\_\_\_ Other

---

Signature


Date

---

Application: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Signature of Fire Chief \_\_\_\_\_

District Number assigned \_\_\_\_\_

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Code of Conduct	<b>1.6</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PURPOSE:**

To establish policies for the conduct of members of the Department so members will be informed and perform their duties to the very best of their abilities and in a manner that is efficient, cost-effective, and meets the needs of the public; while demonstrating valor, excellence, selflessness, and ethical behavior in the conduct of all department business.

**POLICY:**

All members have an obligation to conduct their official duties in a manner that serves the public interest, uphold the public trust, and protects the County’s resources. Members shall control their behavior and actions so as to avoid any situation that would reflect negatively on them, the Department, or the County of Torrance. To this end, all members shall have the responsibility to comply with the following:

- I. Violation of Policy
  - A. Members shall not commit any acts or omit any acts which constitute a violation of the applicable rules, regulations, policies, procedures, directives, memorandums, or orders of the Department whether stated in policy or elsewhere.
- II. Conduct Unbecoming
  - A. Members shall conduct themselves in such a manner as to reflect most favorably on the Department.
  - B. Conduct unbecoming a member shall include behavior which tends to destroy public respect, tends to bring the Department into disrepute or reflect discredit upon the member of the Department, or which tends to impair the operation or efficiency of the Department or member.
  - C. The following activities are prohibited by members on duty.
    - 1. Unlawful behavior, gambling, lewd or indecent activity, or use of alcohol or prescription medications not prescribed to the member.
    - 2. Use of department supplies, tools, and material to clean or repair personal vehicles or property.
    - 3. Alteration or modification of vehicles, apparatus, building, computers, or items of equipment owned or operated by the Department without the District Fire Chief or County Fire Chief’s authorization.

4. Any conduct which violates the Departmental policies, procedures, guidelines or any law, statute, regulation, or ordinance.
5. Lying and/or falsification of any report, document, formal or informal
6. Any behavior that violates Torrance County's Personnel Policy.
7. Any conduct that is in violation of the Governmental Conduct Act, NMSA 1978, Section 10-16-1 et seq.

### III. Gifts, Gratuities, Bribes, or Rewards

- A. Members shall not solicit or accept from any person, business, or organization any gift (including money, tangible or intangible personal property, food, beverage, loan, promise, service, or entertainment) for the benefit of members or the Department if it may reasonably be inferred that the person, business, or organization:
  1. Seeks to influence action of any official nature or seeks to affect the performance or non-performance of an official duty, or
  2. Has an interest which may substantially affect directly or indirectly the performance or non-performance of an official duty.
- B. Members shall not accept any reward from the public for services rendered.
- C. Members shall not accept any bribes.

### IV. Abuse of Position

- A. Members shall not coercively use their official position, official identification cards, or badges:
  1. For personal or financial gain, or
  2. For obtaining privileges not otherwise available to them except in the performance of duty, or
  3. For avoiding consequences of illegal acts.
- B. Members shall not lend to another person their identification cards or badges or permit them to be photographed or reproduced.
- C. Members shall not authorize the use of their names, photographs, or official titles which identify them as members in connection with testimonials, political endorsements, advertisements of any commodity, or commercial enterprise without the prior written approval of the Chief.

### V. Endorsements and Referrals

- A. Members, while acting in an official capacity, shall not recommend or suggest in any nature the employment or procurement of a particular product, professional service, or commercial service (such as an attorney, towing service, bondsman, mortician, etc.).
- B. In situations involving towing services, when such services are necessary and the person needing the services is unable or unwilling to procure such services or requests

assistance, members shall contact the Communications Center for assistance by a Sheriff's Deputy.

#### VI. Availability for Duty

A. Members shall be properly equipped and cognizant of information required for the proper performance of duty so that they may immediately assume their duties.

#### VII. Neglect of Duty

A. Members shall not engage in any activities or personal business that could cause them to neglect or be inattentive to duty.

B. Member shall not leave their assigned duty posts, district, or other area during a tour of duty except when authorized by proper authority.

C. A member shall not refuse to perform a duty or an assigned task unless it is unsafe to do so.

#### VIII. Job Performance

A. Members shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions as defined in position descriptions.

Unsatisfactory performance may be demonstrated by:

1. The failure to conform to work standards established for the member's rank, grade, or position.

2. The failure to take appropriate action on the occasion of a condition deserving attention.

3. Repeated evaluations demonstrating a need for improvement.

4. A written record of repeated infractions of rules, regulations, policies & procedures, directives, memoranda, or orders of the Department.

#### IX. Executing Official Documents

A. Members, when signing official documents or reports, shall do so in a legible manner or shall print their name legibly next to their signature.

#### X. Courtesy

A. Members shall conduct all dealings with the public, county employees, and other organizations in a manner that presents a courteous, professional, and service-oriented image of the Department.

B. Members shall exhibit courtesy and respect to all officers and acting officers. While on duty, all officers shall be referred to by their appropriate rank.

C. Members shall be tactful in the performance of their duties, shall control their tempers, exercise the utmost patience and discretion, and shall not engage in horseplay or disrespectful conduct while on duty.

D. Members are required to give their name and rank whenever requested by a member of the public.

E. Should a member have a complaint against another member or a private citizen, the member shall forward the complaint in writing to their immediate supervisor.

F. Supervisors shall exhibit courtesy and respect to their subordinates and shall treat all members in a fair and impartial manner.

G. Members shall not use boisterous, coarse, violent, profane, or insolent language or gestures and shall not express any prejudice concerning race, religion, gender, disability, veteran status, political affiliation, national origin, lifestyle, or similar personal characteristics.

#### XI. Requests for Assistance

- A. When any person requests assistance or advice or makes complaints or reports, either by telephone or in person, all pertinent information shall be obtained in an official and courteous manner by the member and shall be turned over to the member's immediate supervisor and followed up to management.

#### XII. Intimate Relationships

A. Intimate relationships (i.e. marriage, dating, living together) between a member and any other member assigned to supervise or mentor the performance of that member, e.g. supervisors, trainers, are prohibited.

B. Members in intimate relationships with other members of the department shall not be allowed to work on the incident.

C. If a prohibited intimate relationship develops, one or both of the members shall advise the Chief and seek a transfer to another District or Shift.

D. The Department shall attempt to accommodate such requests.

#### XIII. Public Statements and Appearances

A. Members shall not make statements concerning the County, officials of the County, the Department, its policies, or its members verbally, written, or other form of expression where such expression is an intentional untrue statement of fact, is obscene, unlawful, undermines the effectiveness of the County or the Department, interferes with the maintenance of discipline, or is made with careless disregard for truth.

B. Members shall not make public statements or public appearances or any other matter for the purposes of representing the Department without first obtaining written authorization from the Chief. This position includes, but is not limited to, addressing public gatherings, appearing on radio or television, preparing articles for publication, acting as correspondents to newspapers or periodicals, and releasing or divulging investigative information.



#### XIV. Political Activity

A. Members shall not use their official capacity to influence, interfere with, or affect the results of a political campaign or an election.

B. Members are prohibited from engaging in any political activity while on-duty or while in uniform.

#### XV. Telephone and Addresses

A. Members shall have either a working telephone in their residences or a cell phone. This number shall be provided to the Department.

B. Members shall immediately report any changes of telephone numbers or addresses to their supervisor.

#### XVI. Truthfulness

A. Members are required to speak the truth at all times, whether or not under oath, in giving testimony, in connection with official orders, and in connection with official duties.

B. Members shall not make false reports concerning any Department business or the personal character or conduct of any member. Members shall not falsify any written documents including patient, EMS, and fire reports.

C. Members shall truthfully answer all questions related to the scope of their employment and operations of the Department which may be asked of them by another member or investigating officer.

D. Being untruthful to a superior officer, or during an internal investigation, shall be grounds for dismissal.


XVII. Members shall ensure that personal interests do not come in conflict with official duties and shall avoid both actual conflicts of interest and the appearance of conflicts of interest when dealing with vendors and other individuals doing business or seeking to do business with the Department.

XVIII. Members shall ensure that all Department resources, including funds, equipment, vehicles, and other property, are used in strict compliance with County and Department policies and solely for the benefit of the County and Department.

XIX. Members shall treat the public and other members of the Department fairly and equitably.

XX. Officers and supervisors shall set an example for other members and have a responsibility to ensure that their activities and decisions pertaining to community services, personnel actions, and the management of public funds are consistent with the Department's policies and practices.

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	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Discrimination and Sexual Harassment
	<b>Scope:</b>	Department Administration
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date:</b> <b>09/26/2018</b>

**PURPOSE:**

The purpose of this policy is to clearly establish the Torrance County Fire Department’s commitment to provide a work environment free from discriminatory harassment, to describe what may constitute discriminatory harassment, and to set forth the procedure for investigating and resolving internal complaints of harassment. Because of the tremendous importance of having a workplace free from harassment, **this policy shall be reviewed by personnel on an annual basis.** Additionally, during each member’s annual performance evaluation, supervisors shall discuss this policy with each member to ensure that its contents are known by the member.

**SCOPE:**

Harassment and discrimination undermine the integrity of individual work relationships, adversely affect the morale of the entire workforce, and interfere with the Fire Department’s mission to provide quality services to the citizens of Torrance County. Therefore, it is critical that all members treat all other members with mutual trust, respect, fairness and dignity. Because of the unique circumstances present in many Fire Department jobs, it is the responsibility of each and every member, supervisor and company officer to make sure that there is no inappropriate behavior occurring in the workplace. Inappropriate behavior which impacts the workplace, or has the potential to impact the workplace will **not** be tolerated.

This Policy applies to all terms and conditions of membership, including, but not limited to hiring, promotion, disciplinary action, layoff, reinstatement, leave of absence, compensation and training.

**I. DISCRIMINATION AND SEXUAL HARASSMENT POLICY.**

**A. Prohibition against Discrimination and Sexual Harassment.** The Torrance County Volunteer Fire Department is committed to a policy of equal employment opportunity for applicants and members. Decisions regarding membership, promotional opportunities, benefits, discipline, and other terms and conditions of membership shall comply with state and federal laws prohibiting discrimination in the work place.

The Torrance County Volunteer Fire Department has a zero-tolerance policy for discrimination based on an individual’s race, color, sex, religion, age national origin, mental or physical disability or serious medical condition. The Torrance County Volunteer Fire Department reasonably accommodates membership applicants and members with disabilities. Violations of this policy will subject a member to disciplinary action up to and including dismissal.

**B. Harassment is a Form of Discrimination.** For the purposes of this policy, harassment includes slurs, jokes, demeaning language, or other offensive remarks based on an individual's race, color, sex, sexual preference, religion, age, national origin, mental or physical disability or serious medical condition, and physical conduct.

**C. Sexual Harassment.** The Equal Employment Opportunity Commission has adopted guidelines which state that unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature constitute "sexual harassment" when:


1. Submission to the conduct is an explicit or implicit term or condition of an individual's membership.
2. The submission to or rejection of the conduct by an individual is the basis for any membership decision affecting that individual; or
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. A hostile work environment may be one where crude or vulgar language is used, jokes of a sexual nature are told with regularity, comments are made that demean an individual based on gender, unwelcome nicknames, such as honey or babe are used, or photographs, calendars, magazines, etc. of nude or partially nude individuals are disseminated or displayed.

**D. Discrimination and Harassment Complaint Procedure.** Any member who feels that she or he has been the subject of discrimination or harassment as those terms are described above, by either members or non-members in the work setting, should follow the procedure set forth below on bringing the matter to the Departments attention:

1. The member should promptly bring the matter to the attention of the Fire Chief. If the complaint involves the Fire Chief, the matter should be promptly reported to the County Manager. If the complaint involves the County Manager, the complaint should be directed to the Board of County Commissioners and the Board of County Commissioners will appoint a person to investigate the matter in the manner described in the steps below. This report must be written.
2. The Fire Chief (or County Manager) will advise the person who allegedly engaged in the discrimination or harassment of the charge, and the Fire Chief (County Manager) will conduct an investigation promptly and impartially. The complaint and investigation will be kept as confidential as possible at this level, but will include consultation with the County Attorney.
3. After the investigation, the Fire Chief (County Manager) will determine whether discrimination or harassment has occurred. The people involved will be notified of the decision.
4. If a determination is made that discrimination or harassment has occurred, appropriate disciplinary action, which may include discharge, will be taken. The severity of the discipline will be determined by the degree and/or frequency of the offense.

5. Members who bring a complaint of discrimination or sexual harassment to the attention of the Fire Chief (County Manager), or those who assist another in bringing such a complaint will not be retaliated against.
6. Nothing in these procedures shall prohibit the member from filing a complaint directly with the Federal Equal Employment Opportunity office or the New Mexico Human Rights Division. These avenues should be used when the member feels that the member cannot obtain appropriate relief within the steps explained above. However members are encouraged to seek consultation with the Fire Chief or County Manager before filing a formal complaint of discrimination or harassment with an administrative agency.

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	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Discipline, Removal of Officers and Members <span style="float: right;"><b>1.8</b></span>
	<b>Scope:</b>	Department Administration <span style="float: right;"><b>Volunteer</b></span>
<b>Authority:</b>	Torrance County Fire Chief <span style="float: right;"><b>Effective Date: 09/26/2018</b></span>	

**PURPOSE AND SCOPE:**

The purpose of this policy is to outline the steps to be followed for disciplinary action.

**General:** All members of the department shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of department policies and standard operating guidelines.

It is the policy of this department to administer disciplinary penalties without discrimination. Every disciplinary action step shall be for just cause and the member may use the grievance procedure as outlined in the department policies with respect to any disciplinary action which he/she believes is either unjust or disproportionate to the offence committed. The officers group shall investigate any allegation on which disciplinary action might be based before an action is taken.

Battalion Chiefs serve at the pleasure of the County Fire Chief. The County Fire Chief may recommend the removal and or demotion of Battalion Chief and may make recommendation to the Torrance County Commission.

**Detrimental and Improper Conduct:** The following shall be considered conduct detrimental to the welfare and operation of the Department and shall be cause for disciplinary action up to and including immediate suspension and or dismissal. All officers and members shall be held accountable and responsible for his/her individual actions:

1. Insubordination (failure to follow a direct order of a superior officer).
2. Failure to perform his/her duty. Dereliction of duty.
3. Failure to follow County Standards, policies and procedures and or a Fire Chiefs directive.
4. Performing any membership function while under the influence of alcohol, controlled substances and or mind-altering substances.
5. Negligence.
6. Misuse or mismanagement of Department Funds.
7. Conduct unbecoming an officer or member of the department.
8. Sexual misconduct.
9. Actions that unnecessarily endanger the member, other membersk and or the public.

**Disciplinary Process:** Disciplinary action against any member shall be progressive and follow the steps listed below in numerical order. Unless specifically listed, all disciplinary actions shall follow these steps.

1. **Oral reprimand:** An oral warning or reprimand is used to correct minor infractions of performance, conduct or behavior. Members should be notified that further instances may require additional progressive discipline.
2. **Written reprimand:** A member shall receive a written reprimand when an infraction is of a greater degree of seriousness and that for which an oral reprimand may be used, or if a previous oral warning/reprimand was not effective as corrective action.

1. Step 1: The Battalion Chief shall initiate an investigation to gather information regarding the infraction and shall appoint a district officer to assist in the investigation. The district officer shall obtain written statements from the offending member and any witnesses as part of the investigation process.
2. Step 2: The officer and Battalion Chief should meet with the member to review the information and allow the member an opportunity to respond verbally or in writing.
3. Step 3: If the allegations are substantiated the officer shall review the information with the Battalion Chief to determine the appropriate disciplinary action to be taken.
4. Step 4: The Battalion and officer meet with the member and issue the written reprimand. The member should be asked to sign the document to acknowledge receipt. The member's signature does not necessarily indicate concurrence with the content. If the member refuses to sign the document the Battalion and officer will date and sign the document to verify, the reprimand should be placed in the member's file.

3. **Example of Infraction Requiring Corrective Action:** The following instances shall warrant the initiation of a formal progressive disciplinary process. A written reprimand may include a demotion, temporary suspension or dismissal from the Department.

1. Failure of a member to attend required meetings, trainings or to respond to emergency responses as required, maintain the member's status in the Department.
2. Failure to follow the requirements of a previous disciplinary action.
3. Misuse or abuse of Department equipment or apparatus.
4. Misuse or abuse of Department insignia, identification, or privilege.
5. Interference with the duties of a law enforcement officer.
6. Misrepresentation of authority and or intimidates a member of the public.
7. Misuse or abuse of communication equipment and or violation Department's communication standards.
8. Failure to report damage to any station, Department vehicle or equipment caused by the member or another member of the Department.
9. Willful falsification of Department or District records or reports.
10. Theft of, unapproved appropriation of, or modification to, Department equipment, vehicles stations, records or supplies.



11. Failure to follow and or comply with state and county procurement codes, rules and regulations.
12. Misrepresentation of qualifications, level of training or licensure or experience.
13. Harassment (physical, sexual or mental) of another member of the department.

4. **Suspension** – Prior to the suspension, or as soon thereafter as possible, the member shall be given a written statement stating the following:

- b. The reason for the suspension
- c. The length of the suspension
- d. An outline of further disciplinary actions should the misconduct continue

Any member may be suspended pending investigation of an allegation. A copy of each written statement shall be placed in the members file. If the suspension is for investigation and the allegation proves false, all statements shall be removed from the members file.

**First Suspension** – For any reason, requires 15 day suspension.

**Second suspension** – For any reason, within twelve months of the last suspension, will require a 30 day suspension.


3. **Dismissal** – The Fire Chief may dismiss any member who has not completed their probationary period and is not a full time member without just cause. Members who have completed their probationary period shall only be dismissed with just cause. A dismissed member may make a written request to the Fire Chief for the departments' reasons for termination. If requested, the department will provide reasons, in writing, within one week. The notice will contain the reasons for termination, and a statement indicating the member may respond to the charges both orally and written, and the member may appear before the review board and/or the Fire Chief to discuss the charges.

Please see Policy 1.9 for the grievance procedure.

\*\* For failure to maintain the minimum requirements for call response and meetings/training, step 1 shall be bypassed. Call response and training attendance suspensions occurring in the same 6 month period shall be served concurrently and will be considered as one single suspension.

\*\* Any other severe infractions, step 1 shall be bypassed.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Grievance	<b>1.9</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this policy is to outline the proper steps to follow to submit a complaint or grievance.

**General:** It is the policy of the department to prevent situations that cause the occurrence of grievances and to deal promptly with those which occur. A member who has a grievance may follow the steps outlined below. All grievances must be filed in writing within 5 calendar days after the event giving rise to the grievance.

**Guidelines:** This formal grievance and appeal process is applicable for disciplinary actions that include suspension, demotion or dismissal from the Department. Member who have completed the probationary period, have the right to the grievance and appeal process.

A grievance should be submitted and appealed in the following order:

**A. Request for Hearing:**

The member shall file a formal written request for hearing with the Fire Chief within three (3) working days of receipt of the disciplinary action.

**B. Schedule hearing:**


Within seven (7) working days of receipt of the written request, the Fire Chief shall schedule a hearing date, time and location to hear the aggrieved.

**C. Hearing:**

The Fire Chief, or his designated hearing officer, shall hear the aggrieved and the evidence and information provided by the District Battalion Chief. The decision of the Fire Chief is final and cannot be appealed.

**Criminal Charges or Convictions:** In general, the private life of a member of the Department is considered personal and outside the jurisdiction and authority of the County. However, when a member's action or behavior may have a detrimental effect on the Department, another member of the Department, or the County, or when an applicant has applied for membership, such action and or behavior shall be considered when reviewing the application for membership, or the corrective or disciplinary action or termination of that member.

Any criminal conviction occurring prior to application for membership must be disclosed by the applicant at the time of application. The information will be considered confidential by the Department and will not be shared unless it is considered to be public information by State Statute, Attorney General, County Attorney or a Court of Law. It should be noted that any individual who has been convicted of a crime and has subsequently served his/her sentence has the right to be considered for membership by the Department. However, the Department reserves the right to use past criminal conduct, behavior and or conviction as a reason to deny an applicant for membership.

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Driver Qualification	<b>1.10</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this section is to outline the policies and procedures regarding qualification, training, certification and re-certification of personnel who operate Torrance County Fire Department owned vehicles on public and private roads and lands.

**1. Driver / Operator qualification;**

- 1) All personnel who wish to qualify to operate Torrance County Fire Department owned vehicles shall be a minimum of 18 years of age.
- 2) All personnel who wish to qualify to operate Torrance County Fire Department owned vehicles shall be in possession of a current and valid New Mexico driver's license and meet the following requirements;
  - (a) *Have had no convictions for Driving Under the Influence of intoxicating drugs or alcohol (DUI), or Driving While Intoxicated (DWI) within the last 5 years*
  - (b) *Have no restriction requiring an ignition interlock.*
  - (c) *Have no restrictions on their license which prevents them from legally driving during any weather condition or time of day.*
- 3) All personnel who wish to qualify to operate Torrance County Fire Department owned vehicles shall provide the Station Chief of their district with a copy of their current and valid New Mexico driver's license and a signed consent form authorizing the Torrance County Fire Department to conduct an initial as well as ongoing annual computerized check of their driver's license class and status. The copy of the license and the original consent form will be forwarded to the Torrance County Fire Department administrative office and a copy of each shall be placed in the member's in station personnel file.

**2. Driver / Operator Training;**

- 1) Personnel who wish to operate Torrance County Fire Department owned vehicles shall complete a county approved Defensive Driving Class (DDC) and present a copy of their certificate of completion to the Station Chief of their district for placement in the member's personnel file. A copy of the certificate will also be forwarded to the Torrance County Fire administrative office.
- 2) Personnel who wish to operate Torrance County Fire Department owned vehicles shall complete an approved Emergency Vehicle Driver Training class (E.V.D.T.) and present a copy of their certificate of completion to the Station Chief of the district for placement in the members personnel file. A copy of the certificate will also be forwarded to the Torrance County Fire Department administrative office.
- 3) Upon successful completion of an approved E.V.D.T. class the member will be issued a form to be signed by the Station Chief authorizing him/her to change his/her license

classification to a class E (exempt)

- 4) Personnel who wish to operate Torrance County Fire Department owned vehicles shall upon completion of an approved E.V.D.T. get the class of their current and valid New Mexico driver's license changed to a class E (exempt). It is required by the State of New Mexico for driver / operators to have a current and valid class E license before operation of any vehicle over 26,001 lbs. G.V.W.R. (gross vehicle weight rating). It is required by the Torrance County Fire Department that all personnel operating a vehicle owned by the Torrance County Fire Department and equipped with emergency warning equipment (lights and siren) shall be in possession of a current and valid New Mexico driver's license with an E classification regardless of the vehicles G.V.W.R.
  - (a) *Exception: if the member is already in possession of a current and valid state of New Mexico commercial driver's license (C.D.L.) of a class A or B for vehicles over 26,000 lbs. G.V.W.R. The member will not be required to change to a class E license.*
  - (b) *It is recommended that any member with a current and valid New Mexico C.D.L. Ensure they have a bulk liquid / tanker endorsement before operating any apparatus classified as a Tanker / Tender.*
- 5) Personnel who wish to operate Torrance County Fire Department owned vehicles shall after completion of an approved E.V.D.T. class, and providing a copy of their new driver's license showing class E, complete a minimum of ten (10) hours of observed driving time for each vehicle or type of apparatus to be driven before being authorized to operate that vehicle. Observed driving time shall be signed off by the Station Chief of the district, another station officer authorized by the Station Chief, or a certified E.V.D.T. instructor. It will be the responsibility of the driver / operator in training to keep track of his/her driving hours and have each driving session signed off. Personnel may be required to complete more than ten hours of observed driving time if the Station Chief or any other authorized personnel believe that the member has not achieved competency with the operation of a specific vehicle or apparatus type.

### **3. Driver / Operator Certification;**

- 1) Upon completion of all requirements laid out in the Driver / Operator Training section, the Station Chief will "sign off" on the member's qualification to drive each apparatus. The original observed driving log for each apparatus the member has completed certification on shall be signed by the Station Chief and placed in the member's personnel file. A copy of the observed driving log signed by the Station Chief will be forwarded to the Torrance County Fire Department administrative office.
- 2) Once the member has been approved for an apparatus and the Station Chief has signed off on the driving log the member will then be allowed to operate that specific apparatus.

### **4. Driver / Operator Re-certification;**


- 1) All personnel who wish to retain certification as a Driver / Operator must complete a Torrance County Approved DDC course at a minimum of every 24 months. A copy of the certificate of completion shall be placed in the members in-station personnel file, and a copy will be forwarded to the Torrance County Fire Department

administrative office.

- 2) All personnel who wish to retain certification as a Driver / Operator will be evaluated at random by the Station Chief, a station officer appointed by the Station Chief, or a certified E.V.D.T. instructor a minimum of once every 12 months for each apparatus the member is certified to operate. The original evaluation form will be placed in the members in-station personnel file and be made available for inspection by the Torrance County Fire Department administration office when needed.
- 3) All personnel who wish to retain certification as a Driver / Operator must maintain a current and valid class E or CDL license. Upon renewal a copy of the member's new driver's license will be placed in the members in-station personnel file, and a copy will be forwarded to the Torrance County Fire Department administration office.
- 4) All personnel who wish to retain certification as a Driver / Operator must attend an E.V.D.T. refresher a minimum of every 2 years. A copy of the member's certificate of completion shall be placed in the member's personnel file. A new E.V.D.T. certificate of completion must be presented to the Station Chief prior to the Chief signing approval for the member to renew their class E license.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Drug and Alcohol	<b>1.11</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

It is the goal of this policy that no member of Torrance County Volunteer Fire Department is ever under the influence of either alcohol or an illegal controlled substance while responding to alarms, working on the fire ground, attending training, at fire department meetings or attending fire department events so as to prevent harm to self or others and to prevent damages to the reputation and professional image of the Fire Department.

**Policy:**

- 1) No member of Torrance County Volunteer Fire Department shall respond to an alarm, drive any fire department owned vehicle, attend training drills, attend fire department meetings, be on Fire Department grounds or attend any fire department event while under the influence of either alcohol and/or an illegal controlled substance.
- 2) Members shall be considered to be under the influence of alcohol when they appear visibly intoxicated, visibly under the influence of an illegally controlled substance or a controlled substance not used as prescribed or when their blood alcohol concentration is above 0.00%.
- 3) No member of Torrance County Volunteer Fire Department shall, at any time, be permitted to “sleep off” their intoxicated state on Fire Department or County owned property.
- 4) The members of Torrance County Volunteer Fire Department agree not to consume any alcoholic beverages or illegal controlled substances while on fire department property, while on fire ground operations, while on fire department vehicles or while otherwise engaged in fire department activities.
- 5) No member of Torrance County Volunteer Fire Department shall come into contact with any Emergency Medical Services patient with a blood alcohol concentration above 0.00% or while visibly intoxicated or under the influence of an illegal controlled substance.
- 6) All members of the Torrance County Volunteer Fire Department shall sign this policy indicating that they have read and understand this policy, agree to be bound by the policy and consent to be tested for the presence of alcohol and/or controlled substances in accordance with this policy. Any member who refuses to sign this policy shall not be permitted to participate in any emergency or non-emergency Fire Department activities.
- 7) Any member of Torrance County Volunteer Fire Department convicted of driving at any time while under the influence of either alcohol and/or a controlled substance shall

have their fire department driving privileges review by the Fire Chief for possible disciplinary actions.

- 8) No member, while wearing a Torrance County Volunteer Fire Department uniform, shall consume or serve any alcoholic beverages in public.
- 9) In the event any member is suspected of violating the terms and provisions of this policy, the highest ranking Fire Department administrative officer may request the suspected member to undergo testing to determine the presence of alcohol or controlled substances. In addition, all members consent to such testing in the following events.
  - a) Investigation of a vehicular accident involving fire department apparatus or involving a personal vehicle while responding to a fire department alarm or function.
  - b) Investigation of a fire ground or training accident involving property damage or personal injury.
  - c) As part of the regularly schedule annual physical examinations.
  - d) When there is reasonable suspicion of either alcohol and/or a controlled substance abuse.

**Definitions:**

Alcohol or alcoholic beverage – any beverage that has an alcoholic content above 0.1 percent by weight or volume.

Drug – any substance (other than alcohol) included, but not limited to, a controlled substance, an illegal drug, and a prescription drug capable of altering an individual’s mood, perception, pain level or judgment.

Controlled substance – any drug for which the distribution, sale or consumption is controlled by law.

Prescription drug – any drug that is prescribed by a duly licensed medical practitioner for the individual consuming it.

Illegal drug – any drug or substance for which the sale, distribution, possession or consumption without proper authorization, is subject to criminal sanction, or a controlled substance consumed, sold, possessed, or distributed illegally.

Supervisor – the officer or acting officer who is the member’s immediate supervisor in the chain of command Employee Assistance Program (EAP) – the Counties contracted counseling program that offers assessment, short-term counseling, and referral services to employees for a wide range of drug, alcohol, and mental health problems, and monitors the progress of employees while in treatment.

Member – any person working for the fire department for salary or wages.

Under the influence of alcohol – having consumed alcohol to a point where there is any concentration in the blood stream. Absolute sobriety or .00 concentration of alcohol is required.

Prescription Drugs: Any member who has been prescribed controlled substances, narcotics, or hallucinogens shall notify their assigned officer. Their assigned officer shall follow the chain of command to determine if the safety of the member, citizens, or other fire department personnel may be affected due to the prescribed medication. It may be determined that the member is put on a medical leave of absence during the duration.

**Testing:****Alcohol and Drug Testing Procedures:**

The procedures of the fire department in regard to members suspected of using, possession or being under the influence of alcohol or drugs while on duty are as follows:

- 1) Reasonable Suspicion: shall include but not be limited to an apparent behavior or personality change; insubordination; confusion or lack of coordination; irrational conduct or activity; an appearance of or odor of intoxication, unusually slow or erratic movements or speech patterns.
- 2) In cases in which a member is acting in an abnormal manner or appears unfit to perform their duties in a safe manner; a supervisor has reasonable suspicion to believe the member is using or is under the influence of alcohol or drugs; the supervisor shall contact a second supervisor of increasing rank to interview the member. If they feel there are reasonable grounds that the member is under the influence they shall make arrangements to take the member to a properly authorized testing facility for alcohol and drug testing.
- 3) Failure of the suspected member to promptly volunteer to submit to such test, including signing any required forms, will be deemed an act of insubordination justifying immediate suspension.
- 4) In accordance with department policy, the member shall be taken directly home immediately after the testing and the supervisor shall submit a written report to the Fire Chief, who will forward it to the County Manager. The report should outline in detail what happened and what behavior was observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report shall be done within 24 hours of the testing. The results of the testing will be sent directly to the Fire Chief for appropriate action.

**Post-Accident Testing:**

- 1) Any member driving a fire department vehicle that is involved in a motor vehicle accident involving another vehicle or pedestrian; or a non-driving member who has caused or contributed to such an accident, shall be tested for alcohol and drugs.
- 2) Any member who causes, in part or in whole, an incident that results in an injury to another member which requires treatment at a medical facility may be tested for alcohol and drugs. The Fire Chief will decide if testing is to be performed.

**Alcohol and Drug Possession:** Members shall not store or bring into any fire department facility or vehicle, alcoholic beverages, controlled substances, narcotics, or hallucinogens. Any members found in violation will be subject to fire department disciplinary procedures.

**Hearing:**


Any member who feels he or she is aggrieved by this policy may request a hearing before the Fire Administration at which the member may present evidence of any private testing or witnesses in his or her behalf.

**Disciplinary Action:**

Any member of Torrance County Volunteer Fire Department who violates this policy, including the refusal to participate in a test for alcohol or controlled substances is subject to discipline as determined by the Fire Chief. The penalty for a first violation is a minimum thirty (30) day suspension and up to possible termination of membership. Any member of Torrance County Volunteer Fire Department who continues to violate this policy will have their membership terminated after the third (3<sup>RD</sup>) offense in any given two (2) year period.

**Rehabilitation:** Any member, who has tested “positive” on a test pursuant to the policy, may be directed to the Employee Assistance Program dependent upon the decision of the Fire Chief or Chief’s designee. The decision will be made pursuant to the nature of the incident requiring the testing.

**Return to Duty:** Upon successful completion of rehabilitation, the member may be re-tested and the results of the test must be negative before the fire department will restore the member to active duty. Written documentation must be forwarded to the Fire Chief before any return to duty is granted. The member may be required to undergo a re-test before being allowed to return to duty at the discretion of the Fire Chief.

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Electronic Communications and Internet Use	<b>1.12</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

This policy, will provide the guidelines for using electronic communications. E-mail, Internet and Intranet are important tools that assist us in providing excellent customer service to the public as well as our internal customers. Department electronic property or electronic communications systems should not be used for personal gain, including personal businesses, but rather to enhance service to the public. Harassment and pornography will not be tolerated. Jokes, junk mail, chain letters and other non-work related items shall not be sent or forwarded.

**DEPARTMENT POLICY**

All hardware, software, databases, email, mailbox messages, spreadsheets, files and documents are the electronic property of Torrance County Fire Department. Department members should be aware that they are responsible for any information that they generate or distribute through the electronic system. Department members are expected to prevent the unauthorized use of the Department’s internet and E-mail systems while logged into the Department’s network by using password-protected screen savers or other appropriate techniques while away from their computer.

**Any use that occurs on a workstation under that member’s login is presumed to be performed by that member. Log off the computer when you’re not using it.**

**PROHIBITED ELECTRONIC PROPERTY AND ELECTRONIC COMMUNICATIONS USES**

Prohibited uses include, but are not limited to:

- Any personal use that interrupts Department business and that keeps a member from performing his/her work. Department members should not use their Department e-mail account as their primary personal e-mail address.
- Extensive personal use of the internet for any non-work- related purposes during working hours which decreases member productivity or results in decreased performance of the Department’s e-mail system.
- Unauthorized downloading and distributing of copyrighted materials (e.g. music, pictures or other proprietary information).
- Downloading or copying music, including music obtained legally, for non-business purposes onto Department computers or servers.
- Unauthorized reading, deleting, copying, modifying, or printing of electronic communication of another user.
- Using the Department’s electronic connections for private gain or profit (e.g. online gambling, personal business, etc.).
- Instant messaging through public service providers. (e.g. AOL, Yahoo, MSN, etc.).

- Personal software, which allows peer to peer communications between two or more workstations. (e.g. online chat, KaZaA file sharing, etc).
- Personal use of the Department's electronic connections for auctions such as eBay.
- Soliciting for political, religious or other non-business uses not otherwise authorized
- Using Department computers for political purpose, including voting. This does not include using equipment designated for public voting at Department facilities.
- Sending or forwarding junk email, chain letters, or mass mailings.
- Theft and /or forgery (or attempts) of messages or electronic documents.
- Using, accessing, or transmitting pornographic or sexually explicit materials, offensive threatening, racial, or hate language or images.
- Engaging in any form of harassment, whether sexual or otherwise, or sending any unwelcome personal communication. It is the perception of the recipient that prevails, not the intention of the sender.

### **PRIVACY AND MONITORING**

Between the Department and its members and other individuals using the electronic property or electronic communication systems, the individual user has no expectation of privacy. By using the Department's electronic property or electronic communications system, each user acknowledges that the Department may monitor all such uses. The user specifically consents to the Department performing the monitoring function.

The Department does not monitor the content of Department electronic property, electronic communications or internet access as a routine matter, but reserves the right to do so without notification. Only Department/Officers or higher may request access and monitoring of Department electronic communication for members under their supervision.

### **VIOLATION OF POLICY**

Violation of these policies is cause for disciplinary action.



**Torrance County  
Fire Department  
Policy and Procedure**

<b>Policy</b>	Fuel Card Usage	<b>1.13</b>
<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this policy is to outline the procedure of issuance and use of the Department WEX fuel Card system. By signature below the employee acknowledges use and proper procedure of the Fuel Card system.

Department members authorized to fuel Fire department vehicles are issued a (6) digit Driver ID to be used with the Torrance County Fire Department WEX fuel Card. This document is to verify that you understand your responsibilities and the department's policies regarding the use of your Driver ID.

Fire Department Member Acceptance Statements


1. I have been issued a Driver ID, which authorizes me to fuel department vehicles only, using the Torrance County Fire Department WEX fuel Card.
2. I understand that my Driver ID identifies me by name on a fuel receipt and that I am accountable for all transactions made using my Driver ID. Therefore, I will not share my Driver ID with anyone. If I believe someone else knows my Driver ID, I will immediately notify the Fire Chief or Town Clerk.
3. I understand that the WEX fuel Card is not to be used for personal vehicles or non-department purposes. Using the WEX fuel Card for any purpose other than official business use will be considered theft of town property.
4. I understand that each time I use a WEX fuel Card I am required to completely fill the vehicle's fuel tank and enter an accurate odometer reading, amount of fuel and the cost of the fuel. This will allow the fire department to monitor fuel usage and track required maintenance intervals. I am required to get a fuel receipt for the fuel purchased, sign and date the receipt and turn in to the department. My failure to do this may result in disciplinary action up to paying for the fuel purchased.
5. I understand that each WEX fuel Card is assigned to either an individual or department vehicle. I understand that it is against company policy to swap or share cards between vehicles or to use any card for other than the intended purpose without prior approval from the Chiefs of the Department.

Evidenced by my signature below, I understand and agree to the above statements.

Employee Name: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_



	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Medical Evaluation	<b>1.14</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

To detail the procedures, controls and documentation necessary for administration of The Department’s Medical Evaluation Program and to identify if potential firefighters or existing members of the Department have a medical condition that would limit their functions on an emergency scene.

**MEDICAL EVALUATION OF PERSONNEL:**

Firefighting and other emergency response work has long been recognized as one of the most hazardous occupations in North America in terms of occupational death and injury statistics. In addition to direct line of duty deaths and injuries, there is growing concern about the number of firefighters who suffer disabling injuries or develop occupational diseases and conditions that often have debilitating or fatal consequences.

Because of these risks, various agencies have developed regulations which help to reduce the risk to emergency responders. The Medical Evaluation program described within this procedure is designed to comply with these regulations:

**PROGRAM DESIGN:**

Baseline and periodic medical evaluations are specifically designed to evaluate the member’s ability to perform the Essential Firefighting, Emergency Medical Service and Other Emergency Response Job Functions, as identified in the applicable Job Descriptions. Recommendations for specific medical assessment tools and diagnostic tests according to patient age, sex and risk status are based upon American Medical Association guidelines and NFPA 1582, Standard for Medical Requirements for Firefighters with exceptions as noted in this guideline.

**REQUIREMENT:**

All members will be required to fully participate in the Department’s Medical Evaluation Program as described in this procedure. The Department will require all members to be declared medically eligible to perform the essential job functions. Any member not complying with program requirements will be placed on Medical Leave until they are in full compliance with this program.

## **PROGRAM COMPONENTS:**

### ***POST OFFER MEDICAL EVALUATION***

As part of the Department's established hiring practice, a POST-OFFER Medical Evaluation is required of any candidate who has been made a conditional offer of membership. This medical evaluation also serves to establish a baseline of medical data. The offer of membership is extended once the Certified Physician (hereafter referred to as Physician) certifies the candidate as able to perform the essential job functions.

### ***INITIAL MEDICAL SCREENING***

The Department will administer an Initial Medical Screening for established Firefighters for whom a Baseline has not been established or is considered to be outdated. This Initial Medical Screening is based on NFPA 1582, procedures from other states, and procedures currently being used by cities in Iowa. Based on this initial screening, the Physician will review the results and prioritize individuals for follow-up medical evaluations based on risk factors identified. All established firefighters will have a medical evaluation in order to establish an acceptable baseline.

### ***MEDICAL EXAMINATION***

Prior to the medical examination, the firefighter will fill out a Medical History Questionnaire. The Physician will review the Questionnaire and determine if additional examinations and testing are necessary.


The medical evaluation shall include a medical examination according to the following schedule:

- Ages 29 and under – Every 4 years
- Ages 30 to 39 – Every 3 years
- Ages 40 to 49 – Every 2 years
- Ages 50 and above – Every year

This schedule may be accelerated for specific individuals at the discretion of the physician based on any risk factors identified during previous medical evaluations or exams or based on information obtained in the questionnaire.

The Baseline and Periodic Medical Examination will include the following components:

- Personal Medical History including occupational history and history of exposure
- Physical Examination by a Board Certified Physician
- Vision Screen
- Pulmonary Function Testing (Spirometry) (If necessary)
- Any other testing deemed necessary by the Physician

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Medical Stand-by	<b>1.15</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this policy is to provide consistent guidelines, practices, and communication for the public and allied agencies with regard to requesting EMS unit apparatus and personnel standbys within the unincorporated areas of Torrance County.

**DEFINITIONS**

**A. Dedicated Emergency Medical Services (EMS) Standby**

- I. Dedicated standby EMS service, meaning a fully staffed Rescue / Ambulance, will be located at a function or event and will remain dedicated to that event. The standby ambulance will not be available for other, routine EMS calls in the area. Dedicated standbys are subject to the availability of Torrance County Fire Department crews and resources.
- II. Certain events may warrant a Dedicated EMS Standby Rescue / Ambulance as determined by the Chief or Assistant Chiefs.

**B. Non-Dedicated Emergency Medical Services (EMS) Standby**

- I. Non-Dedicated EMS Service, meaning a full staffed Rescue / Ambulance, will be located at a function or event, but will remain available for EMS calls within the area. Consistent event coverage is not guaranteed and is subject to the availability of the Torrance County Fire Department crews and resources. In order to be eligible for this type of service the following conditions must be met
  - i. This event must be open to the general public
  - ii. This event shall have no more than 500 attendees and staff and shall not involve any high risk activity as determined by the Chief or Assistant Chiefs.

**1 POLICY**

- A. All Torrance County Fire Department covered standbys shall adhere to current federal, state and local laws and regulations.

- B. All Torrance County Fire Department personnel covering standbys shall adhere to the Torrance County Fire Department EMS Protocols as well as the scope of practice outlined by the State of New Mexico in regards to their licensure level.

## **2 PROCEDURE**

### **A. Requesting coverage:**

- I. All groups requesting EMS standby coverage shall submit said request in writing to the Torrance County Fire Department Administration Office a minimum of 10 days before the event.
- II. All requests shall be reviewed by the Chief, Operations Chief and EMS Coordinator.
- III. The Chief or Operations Chief shall make a final determination and notification to the requester, based on resources and staffing.
- IV. The Chief or Operations Chief shall make final determination on whether event will be a Dedicated or Non-Dedicated EMS Standby.

### **B. Staffing of Coverage:**

- I. All personnel who wish to participate in standby coverage for special events shall submit their interest in writing or via e-mail to the Operations Chief and or EMS Coordinator.
- II. The Operations Chief and or EMS Coordinator shall keep a current list, updated annually, of personnel interested in assisting with standby events.
- III. All EMS standby events shall be staffed by a minimum of 2 (two) licensed EMT's.
- IV. The Operations Chief and or EMS Coordinator will assign crew members to standby events based on availability, rotating crews to provide all interested personnel a chance to participate.
- V. Whenever possible personnel shall provide standby coverage in a secondary EMS response vehicle in order to keep the primary response vehicle(s) available for routine EMS response.

### **C. Reporting:**

- I. All standbys will be assigned a Call for Service, and will advise dispatch when the unit clears the event.
- II. All patient information will be included in a PCR. There will be one PCR for each patient contact made.

# TORRANCE COUNTY FIRE DEPARTMENT



## Policy and Procedure/SOG Manual P&P 1.16


### Acknowledgement

I have received and read the Policy and Procedure /SOG  
Manual of the Torrance County Volunteer Fire Department

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Name and Date

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Nominal Fee / Pay Per Call / Stipend Program	<b>1.17</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PURPOSE:**

The purpose is to provide guidelines for the distribution of the Nominal Incentive Fee for volunteers within the Torrance County Fire Department.

**SCOPE:**

County Commission approved funding for the “Volunteer Recruitment and Retention Nominal Fee Incentive” program for Torrance County Fire Department volunteer firefighters and EMS responders effective April 1, 2016. This is **NOT** an hourly rate of pay or based on the member’s productivity, but rather a nominal incentive fee paid to department volunteer members for participation in department activities, response to Fire, EMS and Public Assist incidents.

**A. Eligibility:**

1. All TCFD volunteers must fill out an Incentive Program application indicating their membership status and understanding of the program. Participation in this program is voluntary and members may decline participation.
2. Participating members must fill out IRS forms W-9 and W-4 and I-9 which will be provided by TCFD. No payments will be made without these forms correctly and completely filled out and on file.
3. An active member of the fire department who meets and is maintaining the requirements of an operational or administrative volunteer as set forth in the department policies and procedures, are eligible for the Nominal Fee Incentive Program. Volunteers must meet all requirements, be a member in good standing and off probation.

**B. Probationary Members:**

New recruits must satisfactorily complete a minimum of **six (6)** month probationary period to be eligible for the nominal fee. All recruits must be in good standing and meet all the requirements of a probationary member as outlined in the TCFD P&P’s.

**C. Required Training\*:**

- Defensive Driving Certification
- DOT Certified Physical (must pass)
- VFIS Certified Emergency Vehicle Operations Course
- Class E License
- CPR AED/ Basic First Aid Certification/Recertification

FEMA NIMS Required Online Course  
(100, 200, 700 and 800 Nominal Fee is for complete series; Certificate of completion is required).

\*Required training is any course or class that shall be completed within six month probationary time to fulfill the necessary training for the volunteer member to perform his/her assigned duties as set forth by the Governing Body of said activity.

**D. Nominal Fee for Pay Per Call Response:**

For a member to receive pay per call, the member must be off probation. For EMS pay per call, certified EMT (First Responder or above). For Fire pay per call, acquired enough fire training to be considered FF1 per Authority of Jurisdiction (as approved by the N.M. State Fire Marshal's Office), ISFAC Firefighter I or Pro-Board Certification.

1. Fire (\$15.00)  
This includes Fire, Public Assist/Lift Assist, Extrication and any call that requires a Firefighter. The Firefighter must remain on scene until released by the Incident Commander.
2. EMS (\$10.00)  
To receive the nominal fee for an EMS call the responder must be licensed at or above the First Responder level with a current CPR card and a current Class E license.
3. Dispatched but cancelled enroute (\$5.00)  
Any call where units are dispatched and the unit or member is cancelled enroute to the scene or duty assigned station.

**E. Nominal Fee for Battalion Chiefs:**

The nominal fee paid to each Battalion Chief is a monthly lump sum. The amount of the payment is dependent on the districts ISO rating. See the following:

ISO 6/7 \$500.00 per month

ISO 8/9 \$250.00 per month

To be eligible for the monthly lump sum payment Station Chiefs must meet the following requirements.

- a) All required reports must be verified and entered into ERS.
- b) Minimum of 8 hours documented station training per month. (Can be included in the 24 hours station coverage, if performed at the station).
- c) Minimum of 24 hours documented station or shift coverage per month.
- d) Minimum of 1 Business meeting per month.
- e) All logs and forms verified and submitted by the 10<sup>th</sup> of each month.

\*These requirements will be detailed by the Torrance County Fire Chiefs Office where applicable. Failure to complete any 1 of the mandatory requirements above will result in forfeiture of the respective month's lump sum payout.



**Nominal Fee for Assistant Chiefs, Safety Officer and Coordinators covering multiple districts.**

- a. Operations Assistant Chief (\$750.00)
- b. Support Services Assistant Chief (\$750.00)
- c. Safety Officer (\$250.00)
- d. EMS Coordinator (\$250.00)
- e. Training Coordinator (\$250.00)
- f. Wildland Coordinator (\$250.00)
- g. Search and Rescue Coordinator (\$250.00)

To be eligible for the monthly lump sum payment Chiefs and Coordinators must meet the following requirements.

- a. **Minimum of 8 hours documented training per month. (Can be included in the 24 hours station coverage, if performed at the station).**
- b. **Minimum of 24 hours documented station or shift coverage per month.**
- c. **Attend Chiefs or District meeting per month or when held.**
- d. **Fuel logs verified and submitted by the 10<sup>th</sup> of each month.**

\*These requirements will be detailed by the TCFD County Fire Chiefs Office where applicable. Failure to complete any 1 of the mandatory requirements above will result in forfeiture of the respective month's lump sum payout. **All Chiefs, Safety Officer and Coordinators will only be allowed to receive either Stipend or pay per call. They will not be allowed to receive both.**


**F. Payment:**

Eligible members must submit an approved, signed pay voucher quarterly to the Station Chief. Copies of Certificate/License must be included. The fully completed Pay Vouchers, signed by the Volunteer and the Station Chief must be submitted to Fire Administration by the **5<sup>th</sup>** day following the end of the calendar quarter. Pay Vouchers will be distributed to the Battalion Chief following distribution from County Administration to Fire Administration. All district documentation shall be submitted to Fire Administration by the **5<sup>th</sup>** day of the following month on a monthly basis.

**The Nominal Fee Payment is only in effect for the current calendar quarter, no retroactive pay will be issued for previous quarters. Once a member is off probation they do not receive retroactive pay for probation time.**

The Calendar Quarter dates are as follows: 1<sup>st</sup> quarter-January 1-March 31, 2<sup>nd</sup> quarter-April 1-June 30, 3<sup>rd</sup> quarter-July 1-September 30, 4<sup>th</sup> quarter-October 1-December 31.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Promotional Procedure	<b>1.18</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PURPOSE AND SCOPE:**

The purpose of this policy is to provide a systematic method for the selection of department members for promotion to a higher ranking position. This method will be used to select the most qualified member for promotion to a vacant officer position. This selection is to be based on merit and a member’s ability to fulfill the obligation of the position.

**Selection Process:**

A. Notification: The Chief of the Department shall announce to the department membership, in addition to posting a written notice that applications (letter of intent) will be accepted for the officer selection process. A date shall be established as a deadline for the submission of an application.

B. Application: Members wishing to apply for the position shall submit a letter of intent; complete a brief questionnaire; and a department application. If the applicant desires, additional information concerning personal background and/or qualifications for the position may be submitted at this time in the form of a resume of not more than five pages in length.

C. Record Review: Fire Administration shall review the submitted applications and the applicant’s personnel record, comparing the information with the minimum requirements of the position applied for. Applicants that are members in good standing and meeting the minimum requirements will then have their completed questionnaires reviewed by Fire Administration.


D. Evaluators/ Evaluations: Evaluators for any aspect of an assessment center evaluation shall be select evaluators who could be from outside the Torrance County Fire Department as needed. The evaluators shall prepare written or oral evaluations fo all applicants. These evaluations shall be forwarded to Fire Administration who will determine if the candidate should be ranked and recommended to the Fire Chief for further consideration.

E. Interview with Chief: Once the list of candidates has been forwarded to the Fire Chief, the Fire Chief will interview the candidates and place those candidates he/she approves into the vacant position.

F. Probationary Period: Each newly promoted officer will be placed on a probationary evaluation period of six months. Failure to adequately meet the fundamental and ancillary responsibilities shall be cause for return to their previously held position. In addition, all other date sensitive requirements as listed on the job specification must be completed. Failure to meet these requirements shall be cause for return to their previously held position or an open position designated by the Fire Chief.

G. Promotional Preparation: There are a number of potential ways to prepare for promotional examinations and the ultimate responsibility that comes with the position. A number of methods may be:

1. First meet the qualifying requirements (certifications, etc.)
2. Volunteer for leadership positions within the Department.
3. Read, review and understand the following texts:
  - a) Department Standard Operation Guideline and Policies
  - b) IFSTA appropriate position and/or leadership material.

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Resignation	<b>1.19</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>


**PURPOSE:**

The purpose of this policy is to outline the procedure for member resignation.

**POLICY:**

1. A written letter to the Fire Chief is required for resignation from the department.
2. All equipment and issued gear must be returned and inventoried.
3. Any member resigning from service with the Torrance County Volunteer Fire Department and wishing to return may come back within 6 months and be subject to probation period determined by the Chief pending all new member procedures have been followed.
4. Pay per call and or Stipend check will be held until all equipment is returned.

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	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Safety Vest Use	<b>1.20</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>	

**PURPOSE:**

The purpose of this Policy is to describe the required personal protective apparel to be worn by Torrance County Fire Department members when working at an incident that places the member in or near moving traffic. Incidents such as vehicle collisions/injury crashes, extrications, fluid spills, dangerous conditions, and vehicle fires are typical situations where this policy is applicable.

**BACKGROUND**

For incidents where exposure to the hazards of moving traffic are present for fire department personnel working on foot, this department policy can be summarized in the statement: “If your feet are on the street, your vest is on your chest.” Conforming to this policy places the member in compliance with Federal law 23 CFR Part 634 and applicable provisions of the Federal Highway Administration’s Manual on Uniform Traffic Devices.

**PROCEDURE**

Specifically, when the nature of the incident requires the member to work in or near moving traffic, the following personal protective apparel shall be worn;

- Structural Fire Helmet with chin strap properly donned
- ANSI 107-compliant Class II vest, Class III Highway Safety garment, or ANSI 207 Public Safety vest
- Protective Footwear

If a member prefers to wear a structural turnout coat due to inclement weather (i.e. rain, cold, etc.), or is required to wear structural turnout gear due to duties assigned at the incident scene, the ANSI highway safety vest must be donned over the turnout coat. Turnout coats are not acceptable as high-visibility highway safety apparel when donned without the ANSI-compliant vest on the outside of the coat. Structural bunker pants and boots may be worn in lieu of standard protective footwear.

**NON-VEST INCIDENTS**

Several unique incident types may be encountered where the donning of a highway safety vest may actually increase risk of injury for the fire department member or where wearing of a vest may in fact be otherwise impractical. Under these limited situations, the requirement for donning ANSI-compliant vests by members directly involved in hazard area “Hot Zone” activities is modified.

The exemptions for wearing a highway safety vest applies only to members directly involved in activities within an established “Hot Zone” and only when the “Hot Zone” is protected from the hazards of moving traffic by apparatus blocking, lane closures, etc.


The required ANSI-compliant Highway Safety vest need not be worn when a member is required to;

- 1) Don structural PPE and SCBA to work in close proximity to a source of heat such as during suppression of a vehicle fire,
- 2) Don hazardous material personal protective equipment to avoid potential exposure to chemicals or other contaminants, or
- 3) Don technical rescue PPE and/or equipment for a technical rescue incident such as extrication, high or low-angle rope rescue, swift water rescue, etc.

All members on-scene performing duties or involved at activities other than those listed above are required to don ANSI-compliant vests when working in or near moving traffic.

Members directly involved in source of heat, chemical, or technical rescue activities as listed above who complete their activities within the designated Hot Zone are required to don ANSI-compliant vests once their activities within the Hot Zone are completed or they leave the immediate “hot Zone” area of the incident scene.



	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Social Media Usage	<b>1.21</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

“Social Media” is the term given to websites, online tools and interactive communication technologies that allow users to interact with one another to share information, opinions, knowledge, photos and interests. Examples of social media include such web platforms as blogs, message boards, wikis, social and professional networking websites, and content sharing sites.

Social media is a great way to connect with others, exchange knowledge, share information and promote cooperation.

However there are also possible risks for both firefighters and the Department related to each of the various forms of social networking. The purpose of this document is to inform firefighters about the policy of the Torrance County Volunteer Fire Department with regard to social media in order to ensure that they remain in compliance with this policy when using multi-media and social networking websites.

**Basic Rules to Follow when Using Social Media**

Below are the current and official "Torrance County Volunteer Fire Department Social Media Guidelines." These will be reviewed and adapted periodically to reflect emerging technologies and online social tools. The rules for social media continue to evolve as new technologies and social networking tools become available.

1. Firefighters have no reasonable expectation of privacy when using Torrance County Volunteer Fire Department or Torrance County owned or provided devices or networks. The Torrance County Volunteer Fire Department reserves the right to monitor use of its devices or networks, including but not limited to Internet access and social media use; to retrieve data from third party service providers paid by the Torrance County Volunteer Fire Department; and to shut down, without prior notice, any Torrance County Volunteer Fire Department sponsored social media platform for any reason, and to delete content on its social media sites without providing a reason or notification at its sole discretion. The Torrance County Volunteer Fire Department further reserves the right to block access from its networks and assets to any internet site at its sole discretion as permitted by applicable law.
2. Any software or other downloads on Torrance County Volunteer Fire Department equipment or devices must comply with IT guidelines, licensing compliance and protections against viruses, spyware, malware or other threats to electronic systems.
3. Social media activities should not interfere with work commitments.

4. Information published on social media sites should comply with the Torrance County Volunteer Fire Department’s confidentiality policies.

5. Torrance County Firefighters are personally responsible for the content they publish on-line, whether in a blog, social media site or any other form of user-generated media. Be mindful that what you publish will be public for a long time—protect your privacy and take care to understand a site's terms of service.

6. Identify yourself—name and, when relevant, role at the Torrance County Volunteer Fire Department— when you discuss the Torrance County Volunteer Fire Department or Torrance County Volunteer Fire Department -related matters. You must make it clear that you are speaking for yourself and not on behalf of the Torrance County Volunteer Fire Department.

7. If you publish content online relevant to the Torrance County Volunteer Fire Department in your personal capacity use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the Torrance County Volunteer Fire Department’s positions, strategies or opinions."

8. Be respectful to the department, your colleagues, and the general public.

9. Respect copyright, fair use and financial disclosure laws.


10. Only members of the Department who are assigned the responsibility to be spokespersons are authorized to act as spokespersons on behalf of the Torrance County Volunteer Fire Department on any topic in any forum or in response to any inquiry.

11. Don't use the Torrance County Volunteer Fire Department logos or trademarks unless approved to do so.

This policy applies to all members of the Torrance County Volunteer Fire Department. Please sign below to acknowledge that you have read and agreed to abide by the above policy. If you have any problems in regard to abiding by this policy please talk to Fire Chief about your concerns.

\_\_\_\_\_      \_\_\_\_\_  
Member Signature      Date

\_\_\_\_\_      \_\_\_\_\_  
Printed Name      Date

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Standard Operating Guideline	<b>1.22</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

To establish a process to develop, place into force and review Standard Operating Guidelines. This policy applies to all members of the department.

**Policy:**

A Standard Operating Guideline (SOG) establishes a standard course of action and guidance for members of the fire department. Not all possible situations can be covered by SOGs as such SOGs may need to be modified in response to site-specific conditions. Such modifications shall be under the direction of the officer in charge of the incident.

**Procedure:**

**Needs Assessment**

The first step in developing SOGs is a needs assessment. Questions such as: “What is the issue or root cause that is driving the development?”, “What is to be accomplished?”, “How will this affect current department policies and procedures?” etc. are to be considered by the development team.

Items to consider during needs assessment are:

1. department mission
2. operating environment
3. regulatory requirements
4. standards of practice
5. local needs
6. any other item identified by the development team

**Implementation**

The membership will be informed of the new or modified SOG going into effect at a regular fire department monthly meeting. Subject of and the modifications to the SOG will be reviewed at this time. A copy of the SOG will be updated in the master book at the fire station.

It is each member’s responsibility to know and understand their roles under the SOG.

Key points each member should understand:

- knowledge and skill necessary to implement
- safety & affectivity
- understand consequences to safety and performance for failing to comply

The officers of the department will monitor performance, identify potential problems and provide support in the implementation process of the SOG.

## **Evaluation**

On an on-going basis all SOGs shall be reviewed for overall effectiveness.

Items to review include:


- changes in department operations that occurred as a result of the SOG
- purpose and objectives of the SOG are being accomplished
- membership understanding
- adherence to the SOG, if not – why not

A special evaluation of an SOG shall be taken under the following conditions:

- change in federal, state, or local laws and regulations
- change to NFPA or other standards
- change in equipment
- change in mutual aid or other agreements
- incident that resulted in a bad outcome
- new or special construction in protection district

## **Enforcement**

All members of the department shall follow all active SOGs. Not all possible situations can be covered by SOGs as such SOGs may need to be modified in response to site-specific conditions. Such modifications shall be under the direction of the officer in charge of the incident. Members in violation may be disciplined following the departments discipline policies.

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Vehicle Operation and Maintenance	<b>1.23</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this Policy is to ensure safe operation and management of vehicles.

**Guidelines**

**Training:**

1. All new members of the department shall receive full driving training during the 6 month probation period and may not operate any vehicle during a response until this training has been completed. All new members must also complete CPR training before driving as well as Defensive driving and EVOC.
2. All existing members shall participate in training at a minimum of every 12 months.
3. Training should include:
  - a. Review of this policy and applicable state laws regarding emergency vehicle operations
  - b. Driving practice as needed on various apparatus

**Responding:**

1. Vehicles shall always be operated in a safe and prudent manner and in accordance with any additional guidelines provided by the department and in compliance with the New Mexico vehicle and traffic law.
2. While traveling with lights and sirens, all vehicles shall come to a complete stop at all red lights and stop signs to check for other traffic before proceeding through the intersection.
3. While traveling with lights and sirens, all vehicles shall maintain a speed that permits operation in a safe and prudent manner.
4. While the driver is in control of the operation of the vehicle, the officer is ultimately responsible to ensure the safe operation of the vehicle and ensure that all passengers are securely positioned on the apparatus. All passengers shall be seated and passenger restraint devices buckled prior to vehicle being put into motion with the exception of medical personnel providing patient care in the ambulance.
5. All drivers must have a valid New Mexico driver's license and be 19 years of age or older.
6. Vehicle operators shall be physically able to operate the vehicle and have completed the probationary training for operation and driving of the vehicle.
7. Talking on cellular phones or operating GPS units, MDT, or other electronic devices is discouraged while driving Torrance County Fire Department apparatus.


## **Miscellaneous:**

1. All apparatus shall be equipped with back-up alarm devices if possible and, in addition, one or more firefighters should be positioned at the rear or side of the apparatus to assist in backing it up if the personnel is available.
2. All apparatus should be examined on a regular basis for routine maintenance items and the evaluation checklist as approved by the department shall be completed. The Fire Chief shall also arrange for a maintenance program for each piece of apparatus as per the manufacturer's recommendation. The work should be completed by persons capable of doing such maintenance. Unsafe or non-serviceable equipment should be removed from service until it is repaired and the Battalion Chief notified.
3. No apparatus shall be removed from the fire station without permission from the Battalion Chief, other than for a call, training, or maintenance.
4. Equipment incident reports shall be completed for any missing, damaged, or inoperable equipment or other vehicle problems.
5. No unauthorized person shall operate department vehicles.
6. No equipment will be relocated, removed, or added to department vehicles without notification of members and authorized by the Fire Chief.
7. All vehicles and equipment will be refueled and cleaned inside and out after each call.

## **Backing Vehicles**

1. When the vehicle is manned by only the driver, they shall attempt to utilize any available fire department personnel to act as spotters. Where no personnel are available to assist, the vehicle driver shall make a complete 360-degree survey of the area around his vehicle to determine if any obstructions are present, prior to backing the vehicle.
- 2.
3. When backing, the spotter should be located off the left rear corner. The vehicle shall not be backed until the spotter is in position and communicates approval to start backing. Spotters will remain visible to the driver. Anytime the driver loses sight of the spotter, the vehicle shall be stopped immediately.
- 4.
5. Backing will resume when the spotter is visible. Departmental policy prohibits tailboard riding at any time. When vehicles must be backed where other vehicle traffic exists, the vehicle's emergency lights (if equipped with such lights) shall be operating. Whenever necessary, personnel shall be assigned to traffic control. Under these conditions, spotters and traffic control personnel shall wear orange safety vests or turnout coats.

ladder, etc. according to manufactures specifications, after its repair, or if it appears damaged. As new apparatus is ordered, it will incorporate enclosed seating areas for all firefighters and in addition may incorporate other safety features as recommended by NFPA 1901 standards.

	<b>Torrance County Fire Department Policy and Procedure</b>	
	<b>Policy</b>	Vehicle and Equipment Maintenance Program
	<b>Scope:</b>	Department Administration
	<b>Authority:</b>	Torrance County Fire Chief
		<b>1.24</b>  <b>Volunteer</b>  <b>Effective Date:</b> <b>04/16/2019</b>

**PURPOSE**

This policy establishes procedures for department vehicle and equipment maintenance.

**RESPONSIBILITY**

1. All Chief and Company Officers have the responsibility to comply with and ensure that the personnel under their command are adequately trained, fully understand, and comply with this policy.
2. All firefighters have the responsibility to learn and follow this policy.

**POLICY**

- A. Manufacturer’s instructions shall be considered as minimum criteria for the inspection maintenance, and repair of any apparatus or equipment.
- B. All apparatus and equipment shall be inspected and operated at least once a week/month as detailed on the Torrance County Fire Department Apparatus Inspection Checklist.
  1. The Company Officers of each district will assign members to their respective apparatus for inspection.
    - a. When personnel are operating the *Hurst* Tools, cut off saws and chainsaws during this weekly/monthly check, turnout coat, pant, helmet, safety glasses and ear protection shall be worn.
  2. Thorough documentation shall be completed for each vehicle.
    - a. The Company Officer in charge of the respective district shall review and also sign the Apparatus Inspection Checklist in addition to the firefighters completing the form.
  3. The timeframe of this inspection is outlined in Policy 100.08, Meetings. The meeting date is subject to change at the discretion of the Fire Chief.
- C. All apparatus and equipment shall be inspected and maintained and/or repaired after every use.
  1. A Post Incident Apparatus Check Sheet shall be turned in with the incident report for each responding apparatus.


- a. When the incident is of magnitude, i.e. structure fire, the Torrance County Fire Department Apparatus Inspection Checklist shall be used to check apparatus to ensure all tools/equipment are back, clean and operational.
- D. Preventative maintenance shall be performed on all apparatus and other applicable equipment at least annually.
1. The details of the preventative maintenance for each apparatus are listed on a check sheet and vary from year to year. The Fire Chief has the records.
- E. All repairs to apparatus and equipment shall be made by qualified personnel experienced with the type work to be performed in accordance with the vehicle and/or equipment manufacturer instructions.
1. Notify the Assistant Chief – Maintenance when apparatus repairs are needed.
  2. Some equipment must be certified or tested before putting it back in service. The test equipment is not available so repairs and testing shall be conducted by certified person.
- F. All apparatus and equipment shall be cleaned after responding to an incident or other function.
1. Washing apparatus is defined as using approved soap and water.
  2. Based on conditions dictated by a Chief Officer, the apparatus may be left to be cleaned at a later date and time.
- G. When a piece of apparatus is in need of major repair, that vehicle shall be unloaded per the instruction of the Fire Chief.
- H. If a piece of apparatus or equipment is found to be defective or in need of repair for safe operation, the apparatus or equipment shall be declared unsafe, tagged and taken Out Of Service (See Out of Service Tag Procedure below)
1. When a piece of apparatus is taken out of service the following notifications shall be made:
    - a. Assistant Chief – Maintenance
    - b. Company Officer for piece of equipment
    - c. Fire Chief
  2. When all necessary repairs and any required certification tests are complete the apparatus or equipment will be returned to service.
- I. Tire pressure checks of apparatus shall be performed by the Assistant Fire Chief - Maintenance and one designated firefighter appointed by the Assistant Fire Chief - Maintenance.
1. The appointment shall be on file with the Fire Chief.
  2. The Assistant Fire Chief - Maintenance and firefighter shall have documented training on this topic in their training file.
  3. These tire checks are to be done at least quarterly and can be done more often as scheduled by the Assistant Fire Chief - Maintenance.
  4. Filling of tires with air shall be done with the portable shop air compressor only.
    - a. When filling tires with air, the remote fill hose shall be used.



J. Out of Service Tag Procedures

1. Whenever a piece of equipment or apparatus is placed out of service, a two part tag shall be completed with the following information on it:
  - a. Date/Time
  - b. Item identification
  - c. Identification number if applicable
  - d. Normal stored location of the item
  - e. Problem or defect
  - f. Reported to a Chief or Company Officer
  - g. Person taking equipment or vehicle Out of Service
  - h. Date and time
  - i. The top portion of the Out of Service Tag shall be place on Out of Service Tag Clipboard
  - j. The bottom portion shall be affixed to out of service equipment.
  - k. When the equipment or vehicle is returned to service the Out of Service Tag on clipboard shall be signed by the person putting equipment or vehicle back in service.
  - l. The completed tag should be filed with or by the Fire Chief

**References** – Risk and frequency classification information -  
<http://firefighterclosecalls.com/sopsog.php>,

	<b>Torrance County Fire Department Policy and Procedure</b>		
	<b>Policy</b>	Vehicle Response	<b>1.25</b>
	<b>Scope:</b>	Department Administration	<b>Volunteer</b>
	<b>Authority:</b>	Torrance County Fire Chief	<b>Effective Date: 09/26/2018</b>

**PURPOSE AND SCOPE:**

The purpose of this Policy is to clearly define vehicle response as it applies to each alarm type. The initial roll order assumes all units are available for response. If any units are unavailable, comparable units shall respond in place of those listed. Mutual aid alarms will be as listed unless requesting agency or an officer indicates otherwise.

**Definition:**

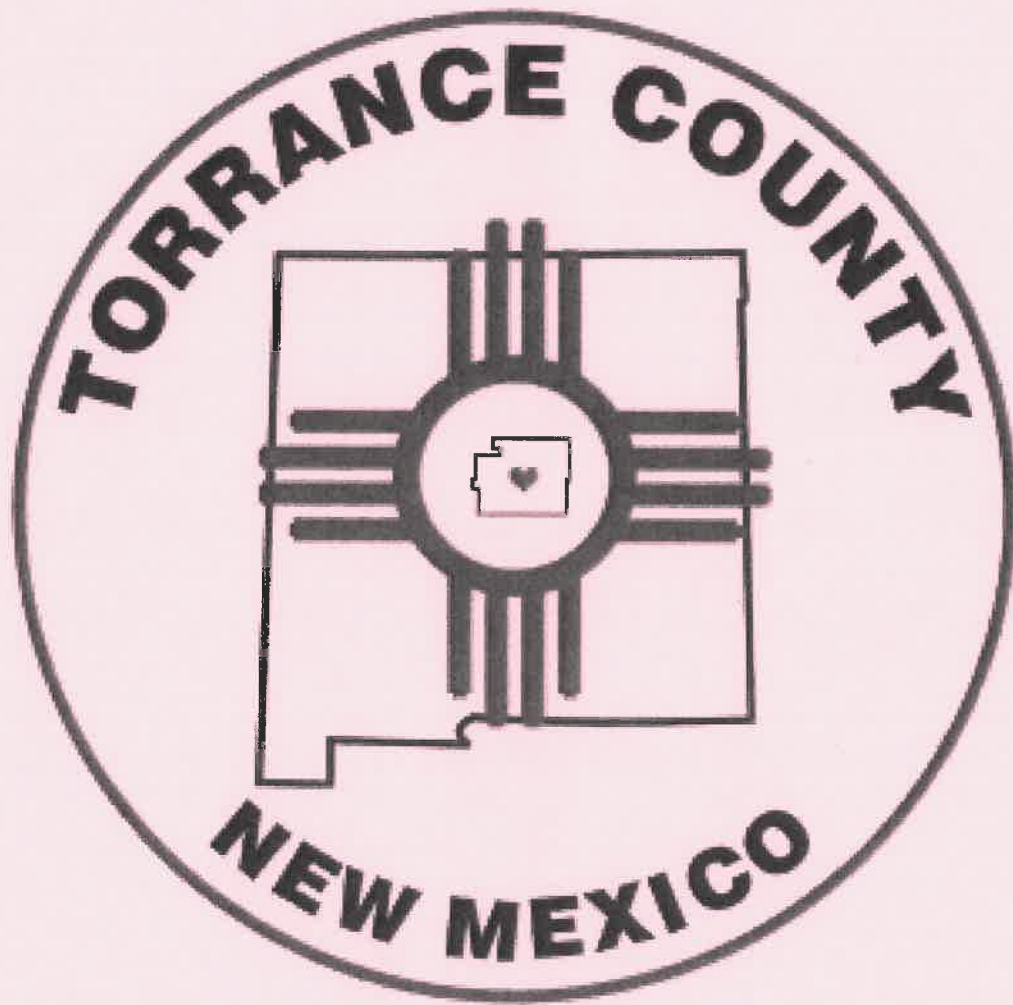
1. Code 1 – (Non-emergent) No lights or siren. Do not exceed the speed limit. Obey all traffic laws.
2. Code 3– (Emergent) Use of lights and siren. Obey all traffic laws (Maximum speed for Command units, brush trucks and Engines, will not exceed 10 mph over the posted speed limit, tenders shall obey posted speed limit).

**Guidelines:**

1. All vehicle engines will be left running at all times unless the officer in charge indicates otherwise.
2. All vehicles will maintain a minimum of 300 feet interval during response to calls.
3. Seat belts are to be worn at all times while vehicle is moving.
4. There will be no smoking in any Fire Department vehicles.
5. The Chief or another officer may change the order of response.
6. The driver is prohibited from using a cell phone while driving.
7. Response shall follow the status listed in this SOG unless the Incident Commander indicates otherwise.
8. While traveling code 3, all vehicles shall come to a complete stop at all red lights and stop signs to check for other traffic before proceeding through the intersection.
9. Response level to the hospital will be determined by the primary EMT and should be assumed as non-emergent unless otherwise directed.
10. Avoid backing whenever possible. If the unit has to be backed always have a spotter. If no spotter is available always back to the driver's side with caution.

**On Scene:**

1. **Warning lights** - Shall be used at the scene of any incident when the emergency vehicle is required to park in a traffic way or other area that may present a traffic hazard.



*Agenda Item  
No. 12-E*

PO Box 48  
205 9<sup>th</sup> Street  
Estancia, NM 87016  
(505) 246-4725 Main Line (505) 384-5294 Fax  
[www.torrancecountynm.org](http://www.torrancecountynm.org)



**County Commission**  
Commissioner Lonnie Freyburger, District 1  
Commissioner Leanne Tapia, 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:** Martin Rivera Sheriff  
First Last Department / Company / Organization Name

**Today's Date:** 4/11/2019 **Mailing Address:** \_\_\_\_\_  
(Departments/employees of Torrance County need not include their address)

**Telephone number/Extension:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
Would you like this Agenda Faxed to you? Yes No

**Email Address:** sdunlap@tcnm.us

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

**Brief explanation of business to be discussed:**  
Deputy Salary Increase  
Patrol Sergeant Positions  
\_\_\_\_\_  
\_\_\_\_\_

**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:** \_\_\_\_\_

**Patrol Deputy Salary Raises with 2 Sgt. Promotions**

<b>Employee</b>	<b>New Hr. Rate</b>	<b>Hours</b>	<b>Total</b>	<b>Pay Periods</b>	<b>New Salary</b>
Patrol Sgt.	\$ 25.00	80	\$ 2,000.00	26	\$ 52,000.00
Patrol Sgt.	\$ 25.00	80	\$ 2,000.00	26	\$ 52,000.00
Detective	\$ 24.75	80	\$ 1,980.00	26	\$ 51,480.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Evidence	\$ 20.57	80	\$ 1,645.60	26	\$ 42,785.60
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Deputy	\$ 22.00	80	\$ 1,760.00	26	\$ 45,760.00
Office Manager	\$ 17.50	80	\$ 1,400.00	26	\$ 36,400.00
Records Clerk	\$ 14.50	80	\$ 1,160.00	26	\$ 30,160.00
Undersheriff	\$ 31.88	80	\$ 2,550.40	26	\$ 66,310.40
Administrator	\$ 30.37	80	\$ 2,429.30	26	\$ 63,161.70
<b>FY20 Total</b>			<b>\$ 24,229.30</b>		<b>\$ 806,137.70</b>
<b>Current Salary Budget</b>					<b>\$ 680,243.00</b>
<b>FY20 Increase Request Amount</b>					<b>\$ 126,000.00</b>
<b>FY20 Final Salary Budget Request Amount</b>					<b>\$ 806,243.00</b>

Below is our pay scale for each new hire. Uncertified will start in a Cadet Status and gradually move up in

## Patrol Deputy Salary Raises with 2 Sgt. Promotions

pay, in accordance to the below pay scale. Certified deputies will start in a Academy Graduate Status and gradually move up in pay, in accordance to the below pay scale. These numbers only reflect the Patrol Division and not the Transport Division, which remain as is.

<b>Cadet - Uncertified</b>	\$19.00	80	\$	1,520.00	26	\$	39,520.00
<b>Academy Graduate</b>	\$20.00	80	\$	1,600.00	26	\$	41,600.00
<b>Probation End</b>	\$21.00	80	\$	1,680.00	26	\$	43,680.00
<b>2 Years of Service</b>	\$22.00	80	\$	1,760.00	26	\$	45,760.00



*Agenda Item  
No. 13-A*

# New Mexico True Grant Summary

## Cooperative Marketing Grant Program, NMTrueCoOp.org

Utilized New Mexico True branding to create millions of brand impressions and use proven methods to attract visitors to NM destinations, attractions and events.

**Goal:** help communities thrive through tourism

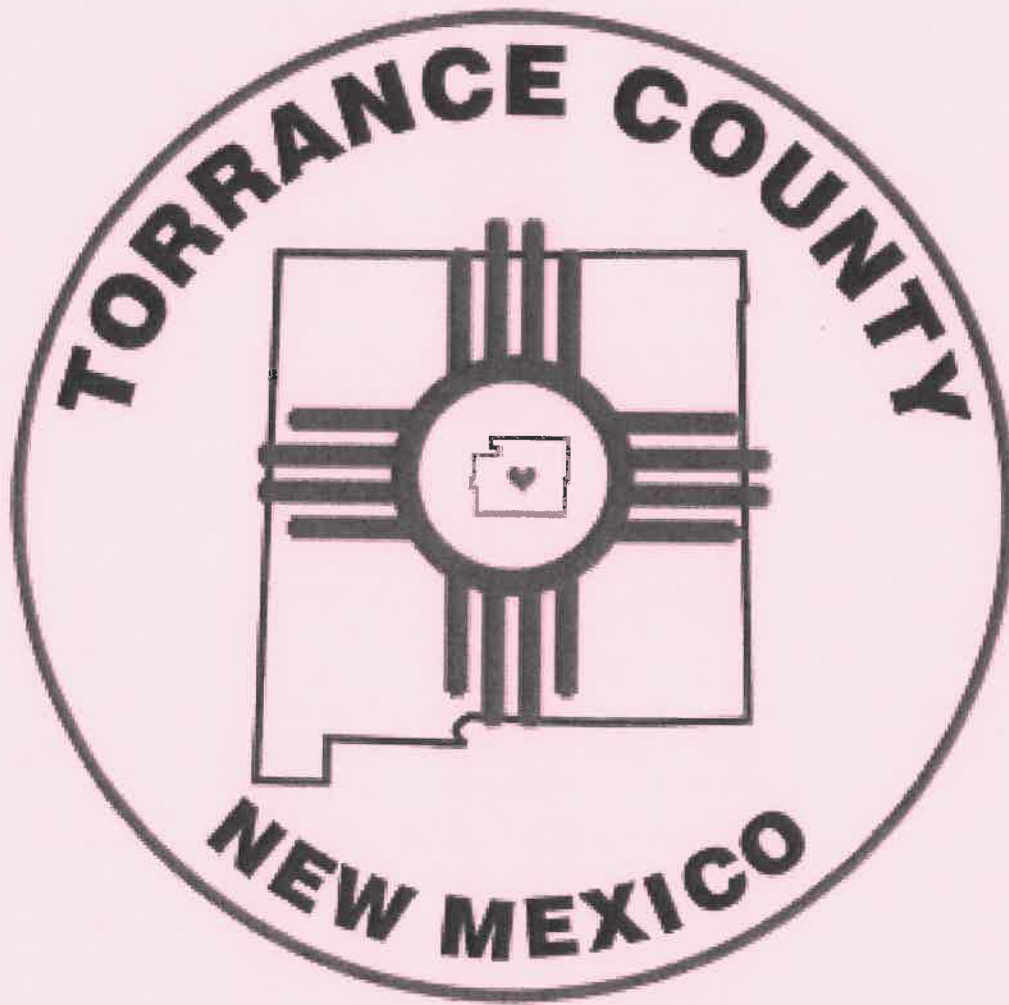
**Funding Source:** NMTD

**Deadline:** May 2019 (passed – consider as future opportunity)

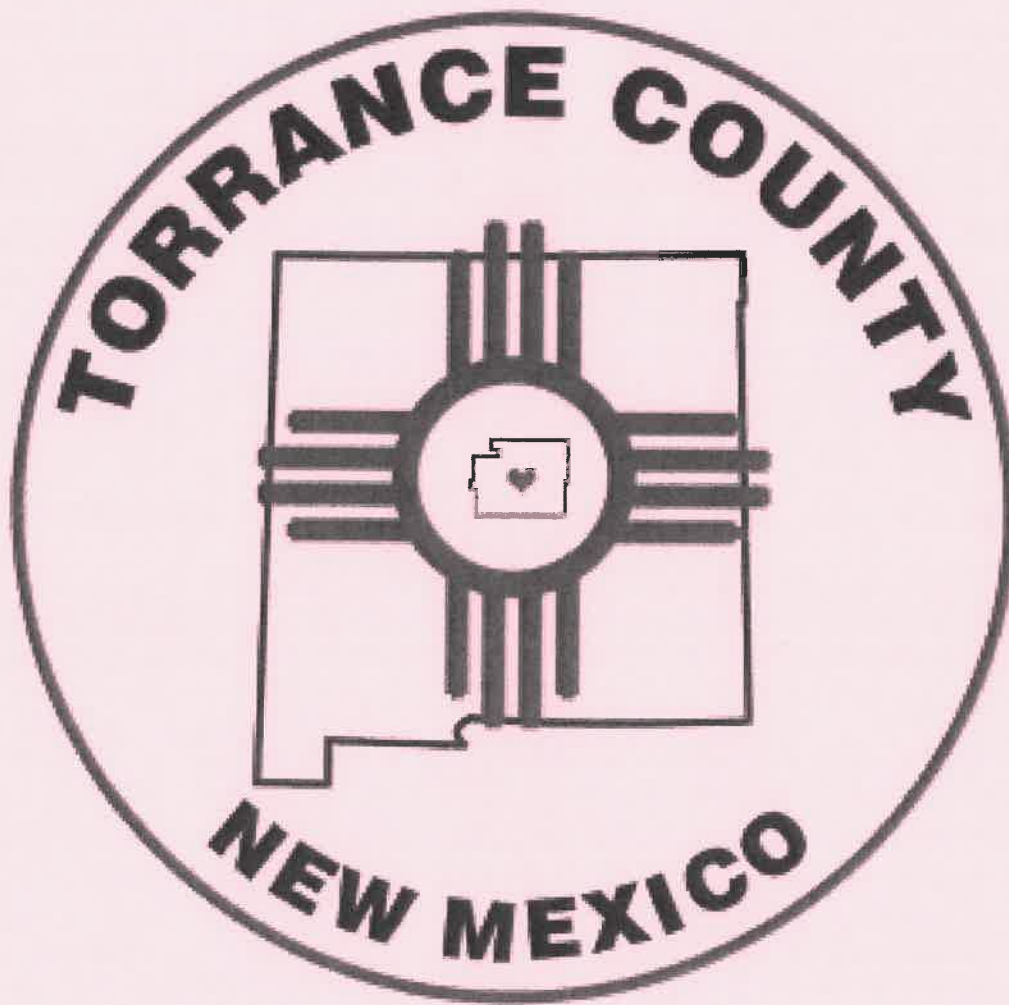
## Types of Grants

- **Flex Grant**
  - Traditional grant program with initiatives proposed by grantee
  - 50/50 match AFTER execution of program and payment
  - No maximum award
  - Grantee handles vendor negotiations, insertion orders, vendor payments, creative trafficking, proof of placement, reporting
  - Eligible Expenses
    - Any media placement
    - Any media vendor
    - Out of Home/Billboards
    - Website Development
    - Website Search Engine Optimization
    - Tradeshow exhibit, fees, booth rentals
- **Media Menu Program**
  - Set menu of media programs and production options at negotiated rates
  - 50/50 match PRIOR to program execution
  - Tarrant County pays match in mid July and mid December depending on package(s) selected
  - NMTD CoOp Team handles vendor negotiations, insertion orders, vendor payments, creative trafficking, proof of placement, reporting
  - Tarrant County responsible for making payments to NMTD on time, identifying assets and creative delivered on time and to spec, respond timely to reviews and approvals, end of year tracking and impact report to complement MMP vendor reporting

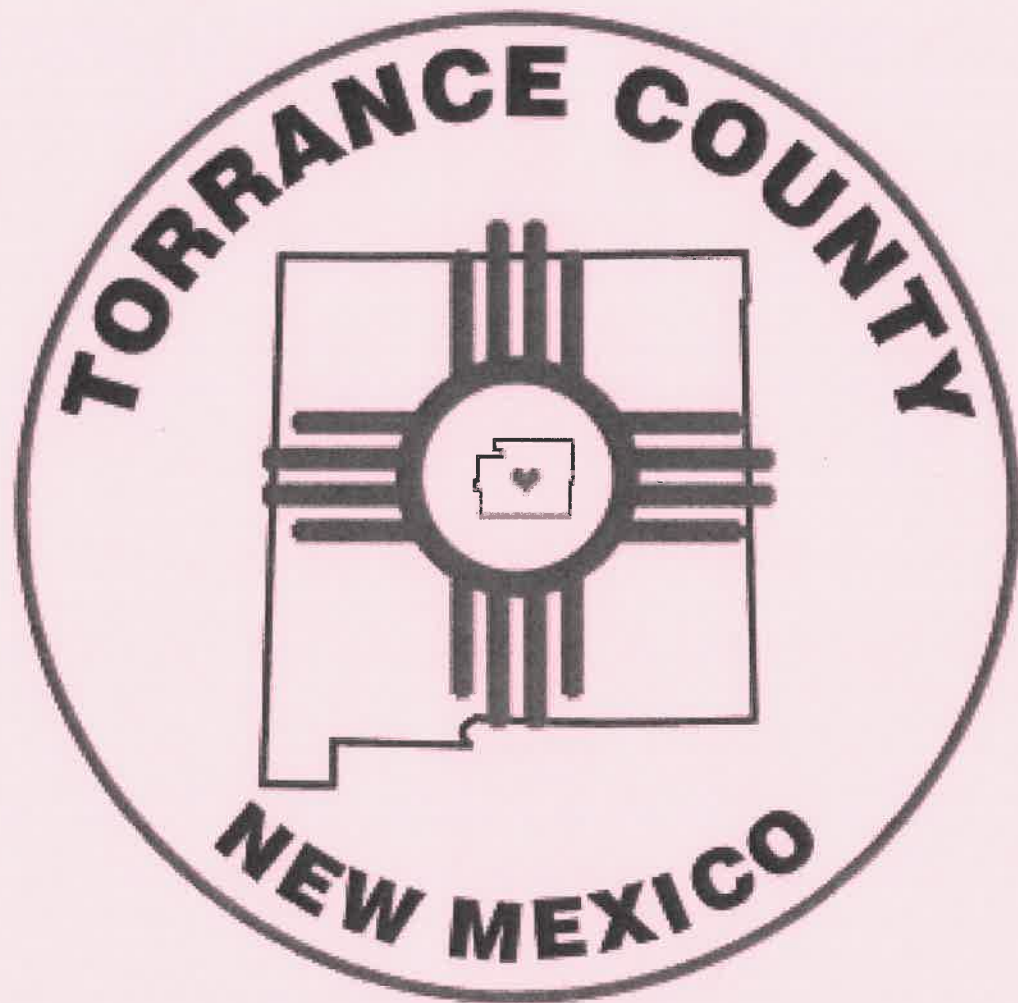




*Agenda Item  
No. 14*



*Agenda Item  
No. 15*



*Agenda Item  
No. 16*