



TORRANCE **C**OUNTY
COMMISSION MEETING
JUNE 26, 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

**ADMINISTRATIVE MEETING
AGENDA**

WEDNESDAY, June 26, 2019 @ 9:00 AM

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Changes to the Agenda**
- 4. PROCLAMATIONS**
- 5. CERTIFICATES AND AWARDS**
- 6. BOARD AND COMMITTEE APPOINTMENTS**
 - A. MANAGER:** Advertise vacant position for EVSWA.
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A. COMMISSION:** Motion to approve the June 12, 2019 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Approval of Payables
 - B. FINANCE:** Line Item Transfers, Resolution No. 2019-_____.
 - C. ROAD/PURCHASING:** Approval for payment exceeding Purchasing threshold.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
 - A. MANAGER:** Motion to adopt the Torrance County Personnel Ordinance 2019-_____. (Conduct a Public Hearing)

11. ADOPTION OF RESOLUTION

- A. **FINANCE:** Budget Increase, Resolution No. 2019- _____.
- B. **CLERK:** Designation of polling places for local election, Resolution No. 2019- _____.
- C. **FINANCE:** Corrections to LGBMS, Resolution No. 2019- _____.
- D. **FINANCE:** Torrance County Purchasing Policy, Resolution No. 2019- _____.
- E. **FINANCE:** Torrance County Procurement Policy, Resolution No. 2019- _____.

12. EXECUTIVE SESSION

- A. **MANAGER: Limited Personnel Matters Deputy County Manager Contract**
(Closed pursuant to NMSA 1978 § 10-15-1 H(2))
- B. **MANAGER: La Joya Wind Project**
(Closed pursuant to NMSA 1978 § 10-15-1 H(8))

13. APPROVALS

- A. **MANAGER:** CONCURRENCE Deputy County Manager Contract
- B. **MANAGER:** Approval of Grant Program Management Policies and Procedures.
- C. **COMMISSION:** NMFA Grant Application
- D. **COMMISSION:** USDA Community Facilities Grant Program application.
- E. **COMMISSION:** Road Improvements for Mountainair.
- F. **COMMISSION:** July meeting schedule (Commissioner Schwebach).
- G. **DWI:** Approval of Professional Services Agreements.
 - 1. Motion to approve FY2020-DWI-01 between Torrance County and Adrian Ortiz for Teen Court Coordinator.
 - 2. Motion to approve FY2020-DWI-02 between Torrance County and John Steiner for DWI Program Evaluator.
 - 3. Motion to approve FY2020-DWI-03 between Torrance County and Luke Arnold.

H. ANIMAL SERVICES: Motion to approve renewal contract for Kathleen West-Consulting Pharmacist.

I. ANIMAL SERVICES: Motion to approve renewal contract with Western Trails Veterinary Hospital for services provided.

J. ANIMAL SERVICES: Motion to approve renewal contract with Stacey Thorton DVM, for Supervision services.

14. DISCUSSION

A. ANIMAL SERVICES: Discussion of funding received from Animal Care Fund from Board of Veterinary Medicine for Spay/Neuter Program.

B. MANAGER/FINANCE: Results of Worker's Compensation Audit.

C. MANAGER: Bethel Storehouse Annual Report

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

16. Signing of Official Documents



*Agenda Item
No. 1*



*Agenda Item
No. 2*



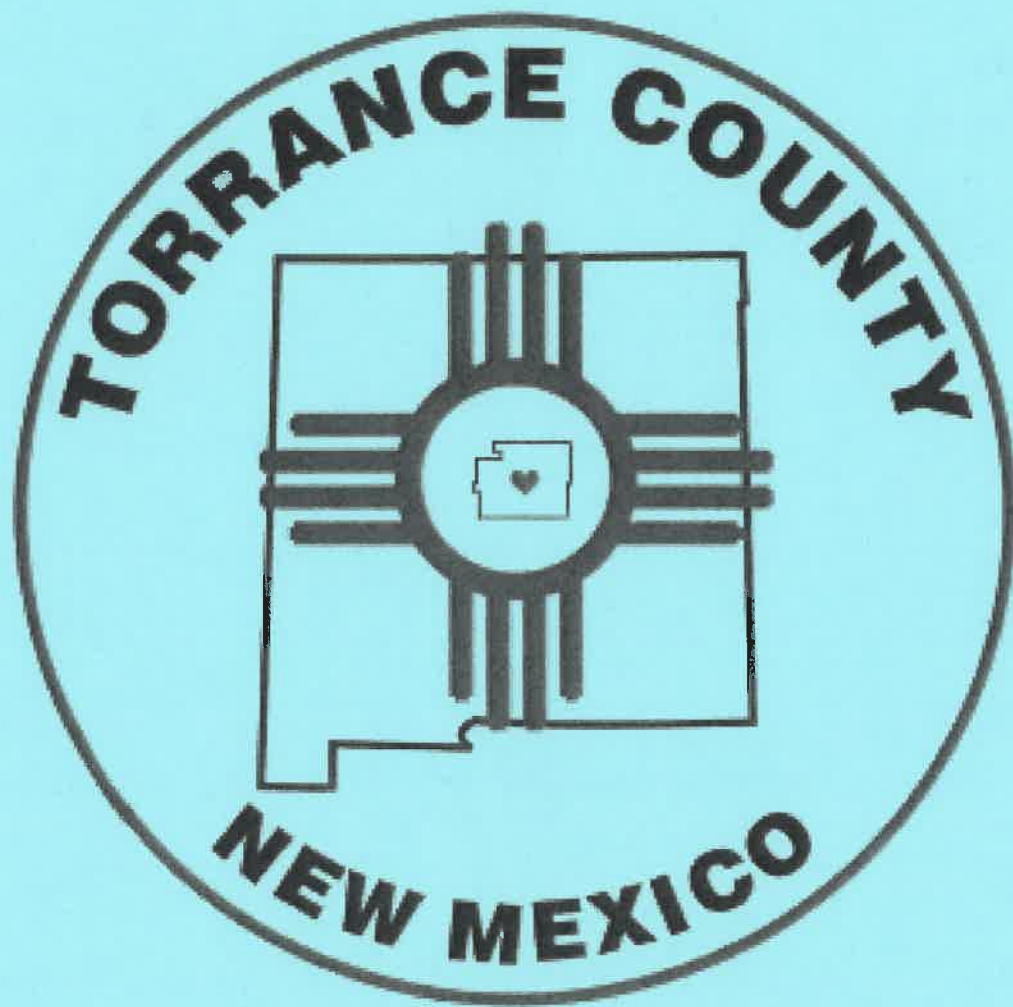
*Agenda Item
No. 3*



*Agenda Item
No. 4*



*Agenda Item
No. 5*

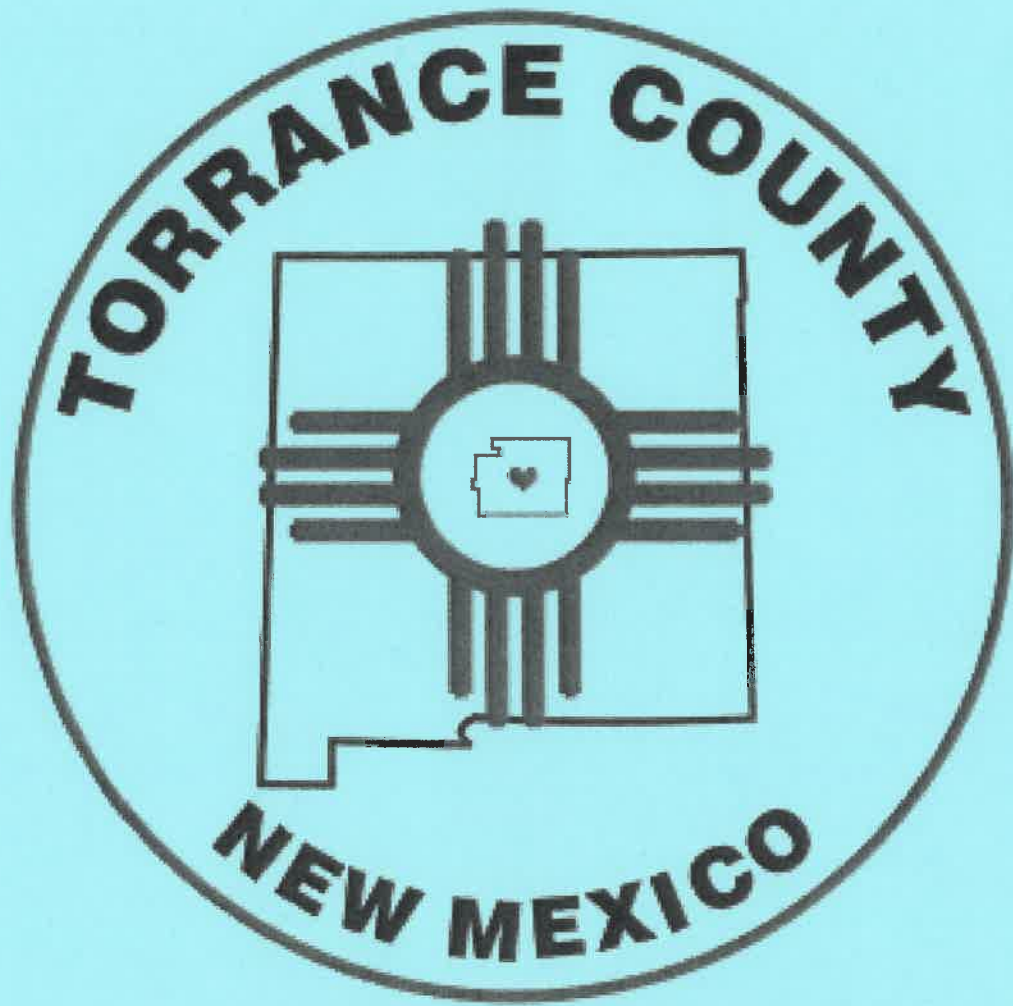


*Agenda Item
No. 6-A*



Agenda Item

No. 7



*Agenda Item
No. 8-A*

**DRAFT COPY
TORRANCE COUNTY BOARD OF COMMISSIONERS
COMMISSION MEETING
JUNE 12, 2019**

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

OTHERS PRESENT: WAYNE JOHNSON-COUNTY MANGER
BELINDA GARLAND-ACTING FINANCE DIRECTOR
JOHN BUTRICK-COUNTY ATTORNEY
LINDA JARAMILLO- COUNTY CLERK
SYLVIA CHAVEZ-ADMIN. ASST.

1.) CALL MEETING TO ORDER

Chairman Schwebach calls the June 12, 2019 Commission Meeting to order at 9:05 A.M.

2.) PLEDGE AND INVOCATION

Pledge lead by Chairman Schwebach

Invocation lead by Nick Sedillo

3.) CHANGES TO THE AGENDA

County Manager Johnson asks that item 12 G be differed the Contracts are not ready for approval.

4.) PROCLAMATIONS

There were no items presented

5.) CERTIFICATES AND AWARDS

There were no items presented

6.) BOARD AND COMMITTEE APPOINTMENTS

There were no items presented

7.) PUBLIC COMMENT and COMMUNICATIONS

Terry Roberts, Torrance County Resident explains to the Commission that since the passing of his mother in-law, he and his wife are taking care of his father in-law. The family needed to

purchase a bigger home, they have been in the process for over a year now and they are ready to move the house on their property but have recently found out that they have to get a Conditional Use Permit to have both houses on the property. Mr. Roberts explains that they will be living in the single wide home until the new house is ready to be moved into, he will do the process to get the CU permit however Mr. Roberts explains that the next P/Z meeting is July 7 but the cutoff date to be on the July meeting was June 6, which unfortunately Mr. Roberts missed. So he is asking if there is any way possible for him to be on the agenda, if not he has to wait till the August meeting and his house is ready to be moved on his property now.

Chairman Schwebach asks about the time frame and process for the CU (conditional use) permit.

Steve Guetschow P/Z Coordinator explains that he was contacted by Gonzales LLC, who is the contractor for Mr. Roberts. They were asking for the procedures on having a home moved onto Mr. Roberts's residence. Mr. Guetschow later got a call from Mr. Roberts where he explained that they would be living in the single wide and then later move into the new home, Steve explained that there were 2 options for Mr. Roberts. 1 option is get a Conditional Use to live in the old house until they move in the new home. The 2nd option is to subdivide the property, which would allow both homes on the residence. Steve explains that there has been issues in the past with people saying that would move the old homes off the property and they would go back and check on the property and the old homes would still be on the premises.

Chairman Schwebach states that this is a P/Z issue and advises Mr. Roberts to speak with the County Manager and P/Z about getting on the July agenda.

8.) APPROVAL OF MINUTES

A.) Commission: Motion to approve the May 15, 2019 Torrance County Board of County Commission Special Minutes.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve the May 15, 2019 Special Commission Meeting minutes. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

B.) Commission: Motion to approve the May 22, 2019 Torrance County Board of County Commission Minutes.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve the May 22, 2019 Regular Commission Meeting minutes. **Commissioner Sanchez** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

9.) APPROVAL OF THE CONSENT AGENDA

A.) CLERK: Approve Resolution R2019-32 Splitting precincts 5, 6 & 13 and creating 17, 18 & 19.

ACTION TAKEN: **Chairman Schwebach** makes a motion to approve Resolution 2019-32 Splitting precincts 5, 6 & 13 and creating 17, 18 & 19. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

B.) FINANCE: Approve Resolution R2019-33 Line Item Transfers

ACTION TAKEN: Chairman Schwebach makes a motion to approve Resolution R2019-33 Line Item Transfers. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

C.) COMMISSION: Request approval to pay invoice from EVEDA for annual meeting.

ACTION TAKEN: Chairman Schwebach makes a motion to approve payment for EVEDA annual meeting. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED**

D.) FINANCE: Approval of payables.

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

10.) ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

A.) PLANNING AND ZONING: Public Hearing- Renewal of Solid Waste Facility Permit: Special Waste Disposal, LLC a subsidiary of KEERS Industries, LLC

Steve Guetschow, P/Z explains that this is an annual renewal of the solid waste facility permit for Special Waste Disposal LLC a/k/a KEERS Industries LLC. Mr. Guetschow goes over the exhibits in the packet. The original application, public notice, minutes from the P/Z meeting, a letter of opposition via email from a Tara Rodriguez, public notice for the June 12 Public Hearing and photographs of the location. Mr. Guetschow explains that under the provisions for their solid waste permit they have to renew their permit with Torrance County every year. When they renew with the County they must provide their annual inspection from NM Environment Department. On the May 1st P/Z meeting the board did recommend a do pass.

At this time County Attorney, John Butrick swears in Adrian Montano

Adrian Montano, General Manager for Special Waste Disposal LLC thanks the Commission for the opportunity to speak today for the renewal of their facility. Mr. Montano states they have been in operation in Torrance County for 30 years with no violations, they are an environmental company and they take their job very seriously. We have had a good working relationship with the County.

Commissioner McCall asks if this is the only facility in the state that takes asbestos.

Adrian Montano answers that they are 1 or 3 in the state but the only one located centrally located within the state and the only private company.

Chairman Schwebach reiterates that they have worked for 30 years with no violations.

Adrian Montano replies, yes.

There was no one else to speak in either favor or in opposition.

ACTION TAKEN: Commissioner McCall makes a motion to approve the renewal for Solid Waste Facility Permit for Special Waste Disposal, LLC a subsidiary of KEERS Industries, LLC. Chairman Schwebach seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

B.) PLANNING AND ZONING: Public Hearing: Approval of Special use change in Zoning for a Wind Energy Generating Facility and Transmission Routing: Orion Renewable Energy Group, LLC.

Steve Guetschow, P/Z explains to the Commission that Orion Renewable Energy applied for a Special Use change in the Zoning for the wind project in the eastern part of the County. At the April 3, 2019 P/Z meeting the original application was looked at Orion Renewable asked for an amendment to the application for the transmission line. They got all that paperwork back to P/Z by the time allotted to be able to make today's public hearing. Mr. Guetschow goes over the items in the packet, the application reviewed by the P/Z board on April 3, 2019, the amended application, public notice, letters of support, P/Z letter, P/Z minutes and public notice for Public Hearing for the June 12, 2019 Commission Meeting.

At this time County Attorney, John Butrick swears in Malak Hakim, Michael Kurnick & Dale Lyons

Dale Lyons from Souder, Miller & Assoc. introduces himself and Michael Kurnick of Orion Renewables. Mr. Lyons he will be able to give the project overview and Michael will give an overview of Orion Renewable.

Michael Kurnick gives a brief history of Orion Renewable Energy, they have been doing business for 20 year in the industry and they are based out of Oakland CA. Orion Renewable has land agreements with the land owners and they have been busy studying the wind in the County.

Dale Lyons states that this project will be known as the Clines Corners project. It will cover 16,579 acres and 18.7 miles of transmission line. There will be meteorological towers installed and they will be 360 feet in height and the regular turbines will be 590 feet in height.

Michael Kurnick explains that they put in for more permits with the PRC because the permits will also cover Guadalupe County.

Dale Lyons explains that the project will have up to 240 wind turbines and have 345 KV lines. *(At this time Mr. Lyons goes over the map on a power point presentation)*

Michael Kurnick states that there are 3 private land owners that Orion has agreements with. There is an amendment to the path of the project. Instead of going north on 285 the project will go west and connect up to the Western Spirit transmission line.

Dale Lyon explains the different components in the turbine, each turbine can be anywhere from 2.2 megawatts to 4.5 megawatts. Mr. Lyon gives an example of how much power the turbines can put out, a 2.50 megawatt will power 1500 NM homes. Mr. Lyon gives a brief listing of state and federal regulations that will need to be followed. PRC, FAA, US Army Corp of Engineers, US Environment and Wildlife agencies. As far as the economic side the land owners will receive royalties for the lifetime of the project. There will be 275-350 construction jobs and at the peak time of construction there could be up to 460-500 jobs. After the project is complete there could be 18-23 fulltime jobs and indirect jobs will be for the local business where materials will be bought and to meet the workforce needs Orion may have to coordinate with Mesa Land Community College North American wind research and training center in Tucumcari NM.

Mr. Lyon goes over the timeline for the project, Torrance County Special Use permit Q2 2019, PRC site location Q4 2019, Environmental surveys Q4 2019, Start of Construction Q1 2020, End of Construction Q4 2020 and Start of operations Q4 2020.

Chairman McCall asks what school district this project is in.

Michael Kurnick replies, that it lies in the Vaughn and Santa Rosa school districts. Mr. Kurnick explains that at the P/Z meeting it was requested to have a webpage created with all the information for the project and he would like to report that the webpage is up and going. The webpage is www.orionrenewables.com/nm-clines-corners.

Malak Hakim of Kirtland AFB explains that with the process of the project going through FAA, the FAA then goes through the DOD which then goes to the Air Force. Kirtland AFB was informed of the project to make sure that it does not interrupt the flight patterns for the base. The project does not interfere with the flight patterns the base uses but the one requirement/recommendation the base is requesting is MVG lighting on the turbines for the aircrafts. Ms. Hakim is thankful to Torrance County P/Z for being part of the process. It's important that all AFB be notified of these types of projects even if the project is not near a base, the flight patterns are not just restricted to the base area.

Steve Guetschow mentions that there were issues with another project on the environmental aspect. On cleaning up the site, solid waste, construction debris. Mr. Guetschow asks Orion get with the contractors about keeping the area cleaner than you found it, he asks the Commission to include that with the motion.

Michael Kurnick asks for specification on where this clause will be in effect, the construction area or for the entire project area.

Steve Guetschow replies all the lease area of the project.

ACTION TAKEN: Chairman Schwebach makes a motion to approve the Special Use Change in Zoning for a Wind Energy Generating Facility and Transmission routing for Orion Renewable Energy Group LLC with amendment and addition to leave it cleaner than you found it clause. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

C.) MANAGER: First Reading and Motion to Approve Publication of the Torrance County Personnel Ordinance 2019.

County Manager Wayne Johnson explains to the Commission that this is just the motion to publish the personnel ordinance. This has been an audit finding for a couple of audit cycles and this will help eliminate that finding. County Manager Johnson informs the Commission that he will get them a copy as soon as today to look over and make changes if necessary.

ACTION TAKEN: Chairman Schwebach makes a motion to approve the publication of the Torrance County Personnel Ordinance. **Commissioner McCall** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

11.) ADOPTION OF RESOLUTION

A.) CLERK: Approve Resolution R2019-34 Reappointment of the County Board of Registration.

Linda Jaramillo, County Clerk informs the Commission that with the restructure of the election laws, the appointment of the County Board of Registration needs to be done in June of every odd year. The appointees must have different party affiliations, we no longer need nominations from the major parties and there will no longer be alternates. Ms. Jaramillo

explains that earlier in the year the Commission appointed Carolann McNeil-R, Hayle Catallo-D and Shannon Torok-R, to the board of registrations and Ms. Jaramillo is asking that the Commission reappoint them.

ACTION TAKEN: Commissioner McCall makes a motion to reappoint Carolann McNeil, Hayle Catallo and Shannon Torok to the County Board of Registration. **Chairman Schwebach** seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

ACTION TAKEN: Chairman Schwebach makes a motion to ratify Resolution 2019-25 FY18 Audit Report. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED.**

12.) APPROVALS

A.) COMMISSION: NMFA Grant Application

B.) COMMISSION: USDA Community Facilities Grant Program Application

Commissioner Sanchez states that A & B can be combined to go over strategies for economic development for the County. The thought process for economic growth has been an ongoing thing, the thought behind that would to be the Estancia Valley Heritage Center Complex. By taking a look at how visitors come into the County and the places they visit the following places are the most visited sites along the Salt Mission Trails. The National Park sites, Quari, Gran Quivra and Abo and the National forests. Commissioner Sanchez asks, what would be best way to get advertisement out for the whole county. There are different categories for economic growth within the County, one of them is tourism and the other is agriculturally. Commissioner Sanchez states that the 7 P's for marketing is what should be followed and they are: People, Physical evidence, Product, Place, Process, Price and Promotion. The physical evidence for Torrance County is the National Park Service, on an annual basis there is anywhere from 35,000-50,000 people visit the different sites and that is an estimated \$2 million to the County annually and that is without marketing for the County. The County needs to influence the tourism to the County and with that influence there needs to be an anchor. That anchor can be the Estancia Valley Heritage Center Complex.

Commissioner Sanchez envisions the complex to be a 3 tiered building which will have the following facets to it, a museum, Rec. Center and an agriculture center. The museum will have all the history for the county and its different ethnic groups that derived here in Torrance County from the Native American, Mexican American and the Anglo American. The building will be a 5000 square foot building and it will have artifacts from the valley and pictures of the progress of the County. The Rec. Center will be similar to what the fairgrounds are today. Commissioner Sanchez is still not sure what the agriculture center will be like, he has spoken with the extension office and NMSU about this and it could possibly be similar to the facility in Los Lunas. The agriculture center can be interrogated with the local farms to show people what it takes to farm the lands and how it all comes together.

Commissioner Sanchez goes over the vision of what the complex will promote for a weekend in Torrance County. The Salinas (salt lakes), National Park Sites, Lake Arthur and the National Forests. Promote the lodging in both Mountainair and Moriarty. Commissioner Sanchez states that the Mayor's, Land Grants and the Park Service are all behind this as well as the archeological society. The County needs to develop a master plan to be able to move forward. There are programs out there to help with this but there is no funding available for the planning stage. The County could get funding from NM Finance Authority or from Capital Outlay, with

Capital Outlay we all are aware that the legislators only like to fund shovel ready projects. The County will need \$25,000 to \$50,000 to get started with the master plan.

Chairman Schwebach asks about the Town of Mountainair and Estancia supporting this project and the location of the complex, will it be in Estancia?

Commissioner Sanchez states that the placement of the complex potentially could be in Estancia, it is the County seat and it is centrally located in the County and the fair grounds are in Estancia.

Chairman Schwebach states that he likes the concept, he has always felt there needed to be something like this for the County. This is a lot of information to take in today so Chairman Schwebach would like to take the time to go over this and move forward with the planning phase.

Commissioner Sanchez states that he would like to move forward by applying for funds through NMFA or applying PILT funds directly for the development of the master plan. There are many different facets that come into play with something like this, like what the cost will be to construct a building which could be anywhere from \$2.4 million to \$5 million for a building that size and of course wither or not the County owns the land. The challenge will be the museum, museums are not government funded and so the scale of the museum will depend on what the cost will be to run it, if we look at how the museums in Columbus and Ignacio are ran we may be able to figure out how to get private donors involved with the up keep of the museum.

Chairman Schwebach reiterates what Commissioner Sanchez is stating, that the County and the Municipalities start the museum but then it will be a non-profit.

Commissioner Sanchez states that this is what the master plan will help decide, how this will be both beneficial for the County and all the stakeholders involved.

Commissioner McCall states that he would like to wait and see what the other stake holders have to say before moving forward with this.

Commissioner Sanchez explains that working with the other stakeholders will work in tangent with one another.

Commissioner McCall replies that we must have the horse before the cart before we can move forward. We should wait till we get the comprehensive plan then move forward

Chairman Schwebach states that he agrees with everything that Commissioner Sanchez & Commissioner McCall are saying. He would like to get all the numbers together and see how this will be a profitable endeavor for everyone involved. Let get a copy of the scope of work and move forward with this but for now let's differ this until we have more information.

County Manager Johnson explains that there is nothing stopping the Commission on talking about this and getting a plan together. This project will bring in money from outside the County. Good idea to get all the Mayors involved to get everyone's input.

Cheryl Allen, Grant Coordinator states that the final plan for the northern part of the County will be submitted by August 25. Ms. Allen explains that there could possibly be a funding source to help with the design and technical side of this. It's called CRID which helps with rural development. It's a short turn around but does have a \$10,000.00 match.

Chairman Schwebach states that we should mull over this and bring it back on another agenda.

Public Comment:

Michael Godey explains to the Commission that another option would be to build something smaller and place it in Tajique since a lot of the traffic to the National Park Sites and the National forest go through 337 then through Tajique, Torreon Manzano and Punta De Agua. Bringing attention to the agriculture in the County will be nice and it will let people know about not only the beans, pumpkins and other things grown in the County but can bring attention to the herbs that are being lost in our County.

Commissioner Sanchez explains that the master plan will address all of these issues, the PILT funding can be used for the planning process. Commissioner Sanchez would like to get input from EVEDA and Mayor Hart if possible.

Mayor Ted Hart states that this is a great idea, to highlight the entire region will be a big task but good for the County and for NM. Mayor Hart would like to look at the numbers, the numbers may turn out to be a bit bigger than expected. He asks about the design of the building and about the maintenance of the landscape outside the building, will it be maintained? You want the building to be inviting so that entails maintaining the outside appearance and keeping the weeds down.

Commissioner Sanchez asks Mayor Hart if he would get behind the master plan.

Mayor Hart answers, not financially but in concept yes.

Myra Pancrazio, EVEDA states that she loves the vision, the County has always needed something like this. The only concern she would have is losing the volunteers that help with a project like this, it starts great in the beginning but throughout the course of a project like this you start losing your volunteers. Ms. Pancrazio states that this is along the lines of the project for the Salt Missions trails/Rails to Trails. The old rail line between Moriarty and Estancia was to be turned into a bike path for people to utilize along Hwy 41, there is funding available for projects like that. She also mentions that she had a Mayors meeting and went over there needs or wants for their communities and both Moriarty and Estancia mentioned the Rails to Trails project whereas Mountainair wanted funding for an education center. EVEDA was able to help the Town of Mountainair get grant funding for that project.

Commissioner McCall states that Community leaders need to get behind this project in order for it to get moving and stay involved.

Chairman Schwebach states that we need to get a scope of work together and then move forward with project. We can bring this back up at another meeting.

C.) COMMISSION: EVSWA Proposal-Community Cleanup

Johnny Romero, County EVSWA Board Member explains to the Commission that some of the Municipalities have a cleanup day where they provide their residents the opportunity for a free cleanup day, where they can take any and all trash they want to get rid of free of charge. So why not have a cleanup day for the unincorporated parts of the County. This would be a one-time annual event to see if this would work. Residents can take old appliances and couches that they may have at their residence that for whatever reason have not taken to the stations to get rid of. Mr. Romero knows that the Commission is probably wondering how this will be funded. It can be funded through the overage they County gets back from the Authority. It will cost approximately \$3, 3347.00 per station if the County allows this. It will be a one day event

but on different days for each station. Their authority does not have the man power or the heavy equipment to have all the stations done on the same day. The residents must be County residents within the unincorporated area of the County to take advantage of the cleanup day.

Martin Lucero, General Manager EVSWA explains that the authority is regulated on the amount of waste it can process and that is regulated by the state.

Chairman Schwebach asks how this will be advertised.

Martin Lucero replies that the advertisement will be done through newsletter and through their Facebook page, the radio station and on their webpage.

Chairman Schwebach asks how many containers will be used for this.

Martin Lucero explains that the City of Moriarty recently did this and they used eight 30 yard containers.

County Manager Johnson asks how you will segregate the people when they come to the stations, do they have to be from that area in order to go to that station for the cleanup day. How will that be done?

Martin Lucero states that they will have additional man power at that station for the day.

County Manager Johnson explains that it could become costly if they are not verified County Costumers.

Commissioner McCall asks if this will be for every County customer, even if they are not in good standings with the authority.

Martin Lucero replies, yes.

Chairman Schwebach states that he is in favor of this but would like to see more numbers from the Authority on the cost.

Johnny Romero states that is why he is here today, to see if the Commission would be in favor of this idea. This way he can go back to the EVSWA board and they can start to move forward with this.

Public Comment:

Michael Godey explains that the neighborhood watch in Tajique use to have a neighborhood cleanup. They had it on Saturday and Sunday so this way everyone was available to participate in the event. Mr. Godey suggests having it on the weekends that way there is a better turn out.

Johnny Romero explains that the City of Moriarty did a 7 day clean up and it cost the City \$8,000 to \$12,000.00 for their clean up.

Chairman Schwebach informs Mr. Romero to go back to the EVSWA board and let them know the Commissions thoughts and bring back more information to the Commission.

Belinda Garland, Acting Finance Director states that personally she is in favor of this, she is constantly having to clean her family's cemetery from trash that people dump there. However on the employee side I ask the Commission to look at the funding source. The overage that the County gets back is used within the budget it is not extra money the County will have.

Johnny Romero wants to inform the Commission that EVSWA also has an asbestos landfill, it is located in Vaughn. The Town of Vaughn is part of EVSWA, he just wanted to give that information to the Commission since they approved the special waste permit earlier in today's meeting.

D.) COMMISSION: Road Improvements in Mountainair

ACTION TAKEN: Commissioner Sanchez makes a motion to differ Road Improvements in Mountainair. Chairman Schwebach seconds the motion. No further discussion, all in favor. **ITEM DIFFERED**

E.) DWI: Approval of Local DWI Grant Agreement 20-D-G-31

Tracey Master, DWI Prevention Coordinator explains to the Commission that this is their annual approval of the DWI grant.

Commissioner McCall asks if there is a match with this grant.

Ms. Master replies, yes there is but it is all done through in-kind match.

ACTION TAKEN: Chairman Schwebach makes a motion to approve the Local DWI Grant Agreement 20-D-G-31. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

F.) DWI: Approval of Community DWI (CDWI) Grant Application for FY2020

Tracey Master is presenting the Commission with a Community grant application in the amount of \$2,453.00.

John Butrick, County Attorney informs the Commission that he did look over both grant application and everything was good.

ACTION TAKEN: Chairman Schwebach makes a motion to approve the Community DWI (CDWI) Grant Application for FY2020. Commissioner McCall seconds the motion. No further discussion, all in favor. **MOTION CARRIED.**

G.) DWI: Approval of Professional Services Agreements:

1. FY2020-DWI-01 between Torrance County and Adrian Ortiz for Teen Court Coordinator
2. FY2020-DWI-02 between Torrance County and John Steiner for DWI Program Evaluator
3. FY2020-DWI-03 between Torrance County and Luke Arnold for Mental Health Services

ACTION TAKEN: Chairman Schwebach makes a motion to differ items G 1-3. Commissioner McCall seconds the motion. No further discussion, all in favor. **ITEM DIFFERED.**

13.) DISCUSSION

A.) AMERICAN WIND ENERGY ASSOCIATION PRESENTATION-Gerges Scott

Mr. Gerges Scott explains that he is here today to inform the Commission of a state wide coalition for renewable energy with local governments. He will be going to Mesa Land Community College as well as Eastern NM University since they have a renewable energy course. His firm will be advocating for renewable wind energy and would like to have Torrance County as one of the names on their publications since the County has several wind projects. This will not cost the County any money, if the County approves, there will be a resolution for the Commission to approve.

Commissioner McCall suggests to Mr. Scott coming to the County Fair in August to have an informational booth.

14.) EXECUTIVE SESSION

There was no executive session

15.) Announcement of next Board of County Commissioners Meeting

Next meeting to be held on June 26, 2019 in the Torrance County Administrative Chambers

Chairman Schwebach states that with the new Hemp farm starting it's growing, the County needs to be aware of cross contamination and start taking precautions for this. Let's get in contact with Jeff Wiley and Brad with NMSU to see how we can be ahead of the game on those types of precautions. The THC levels is not the County's deal but the County is in charge of who's in charge of the farm and the land use.

***ADJOURN**

ACTION TAKEN: **Chairman Schwebach** makes a motion to adjourn the June 12, 2019 Commission Meeting. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

MEETING ADJOURNED AT 11:30 AM

Chairman Ryan Schwebach

Sylvia Chavez-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 71

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 124,923.14 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/20/2019 . 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

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
1 V	107896	E.C. BASSETT CONSTRUCTION INC.	DRAIN ON MAINTENANCE ON GREASE TRAP AT MORIARTY SENIOR CENTER	621-96-2611	425919	05/08/2019	33777	266.88
	266.88		INVOICE #512019					33777

CAPITAL OUTLAY GROSS R 266.88

1 O	107932	AIRGAS USA LLC	CYLINDER RENTAL FEE MAY-19	405-91-2230	1461319	06/12/2019		135.93
	402.69		INVOICE #9962428196					
			ACCT #2287851 DIST 5 VFD					
			CYLINDER RENTAL FEE MAY-19	408-91-2230	1561319	06/12/2019		155.25
			INVOICE #9962486963					
			ACCT #2296717					
			CYLINDER RENTAL FEE MAY-19	406-91-2230	7361319	06/12/2019		111.51
			INVOICE #9962428197					
			ACCT #2159858 DIST 2 VFD					

DATE FIRE ALLOTMENT 402.69

1 O	107933	ALBUQUERQUE OFFICE SYSTEMS	OFFICE FURNITURE FOR	620-94-2219	7461319	06/12/2019		33846
	2496.89		HUMAN RESOURCE MANAGER					33846
			NEW OFFICE					
			INVOICE #7628					33846

INFRASTRUCTURE GROSS R 2496.89

1 O	107934	AMBITIONS TECHNOLOGY GROUP LLC	BILLABLE HOURS FOR MAY 2019 NEW	401-65-2203	1761319	06/12/2019		2277.78
	10873.62		DROP @ FIRE ADMIN BUILDING					
			CHANGE ORDER: REVISTIT TOTAL					
			TAXES INVOICE #7728					
			NEW SERVER FOR ASSESSOR'S OFFICE	610-40-2218	8161319	06/13/2019		8595.84
			TO REFERENCE PO #32600. CHECK					
			RETURNED AS ALREADY PAID IN					
			ERROR BALANCE DUE INVOICE #7513					

INFORMATION TECHNOLOGY	2277.78	COUNTY ASSESSOR	8595.84					
1 O	107935	AT & T MOBILITY LLC	575-799-3117 MONTHLY CHARGES	407-91-2207	3061319	06/12/2019		65.59
	65.59		4/21/2019 TO 5/20/2019					
			INVOICE #287272915609X05282019					
			ACCT #287272915609					

DATE FIRE ALLOTMENT 65.59

1 O	107936	AT & T MOBILITY LLC	ELECTRONIC MONITORING 5057050924	420-73-2207	8261319	06/13/2019		48.26
	4004.28		TCBO	690-09-2207				187.63
			CERK 5057050053	401-20-2207				48.26
			SHERIFF	401-50-2207				1273.36
			COMMISSION	401-05-2207				107.26
			MANAGER	401-10-2207				205.38
			TC ANIMAL SERVICES	401-82-2207				193.04
			DWI	605-13-2207				48.26
			TC DISPATCH	911-80-2207				353.79
			TREASURER	401-30-2207				137.05
			ASSESSORS	610-40-2207				107.26
			OPERATIONS	401-10-2207				55.91
			MAINTENANCE	401-15-2207				96.52
			705-5135 P&Z	685-08-2207				48.26
			450-1444 P&Z	401-08-2207				48.26

ROAD
DIST 2 VFD

402-60-2207
406-91-2207

/ /
/ /

967-52
17-58

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
			DIST 5 VPD	405-91-2207	/	/		17.58
			DIST 3 VPD	408-91-2207	/	/		17.58
			FINANCE	401-55-2207	/	/		25.52

COMMUNITY MONITORING	48.26	WIND PILL	187.63	COUNTY CLERK	48.26
COUNTY SHERIFF	1273.36	COUNTY COMMISSION	107.26	COUNTY MANAGER	261.29
ANIMAL SHELTER	193.04	DWI DISTRIBUTION GRANT	48.26	911-DISPATCH CENTER	353.79
COUNTY TREASURER	137.05	COUNTY ASSESSOR	107.26	ADMINISTRATIVE OFFICES	96.52
PLANNING & ZONING	96.52	COUNTY ROAD DEPARTMENT	967.52	STATE FIRE ALLOTMENT	52.74
FINANCE DEPARTMENT	25.52				

01 O 107937	B I INC	GPS/ADD MAY BILLING (2	420-73-2218	461319	06/12/2019	150.89
150.89		DEFENDANTS) TAX				
06/13/2019		INVOICE #118922 ACCT #3533				

COMMUNITY MONITORING	150.89	TRAVEL TO CLOVIS NM	609-30-2205	2861319	06/12/2019	364.00
01 O 107938	BARBLA, JANICE	NM EDGE CLASSES AND NM COUNTIES				
364.00		ANNUAL CONFERENCE				
06/13/2019						

COUNTY TREASURER	364.00	5 X8 PATRIARCH POLYESTER	911-80-2238	6861319	06/12/2019	33861	127.69
01 O 107939	CARROT-TOP INDUSTRIES	AMERICAN FLAG					
127.69		SHIPPING INVOICE #42869700					
06/13/2019							

911-DISPATCH CENTER	127.69	PHONE LINE FOR FIRE PANEL DIALER	401-16-2207	3961319	06/12/2019	117.18	
01 O 107940	CENTURYLINK	AT JUDICIAL COMPLEX					
117.18		ACCT #505-384-3237 905B					
06/13/2019							

JUDICIAL COMPLEX MAINT	117.18	FIRST AID KIT REFILL AND SERVICE	600-06-2248	2761319	06/12/2019	33734	496.14
01 O 107941	CINTAS CORPORATION NO. 2	COUNTY ADMIN OFFICES					
496.14		TAX ON LABOR INVOICE #8404176418					
06/13/2019		ACCT#300009096					

RISK MANAGEMENT	496.14	HP BUSINESS E273 27" LBD LCD	413-91-2219	4861319	06/12/2019	33889	508.98
01 O 107942	COMPUTER CORNER INC	MONITORS					
704.73		INVOICE #1174433 ACCT #2464732					
06/13/2019		LOGITECH BRIO 4K ULTRA HD	600-06-2219	7061319	06/12/2019	33879	195.75

06/13/2019		WEBCAM					
		WEBCAM-LOG-BRIO 4K ULTRA US					
		IN-HOUSE SERVICE HARDWARE					
		DIAGNOSTIC EXAM TAX ON LABOR					
		INVOICE #174217 ACCT #2464732					

STATE FIRE ALLOTMENT	508.98	RISK MANAGEMENT	195.75	4961319	06/12/2019	33471	2428.00
01 O 107943	CONTECH ENGINEERED SOLUTIONS	8 18X20 CULVERTS 4 BANDS	402-60-2255				
2428.00		INVOICE #16424973					
06/13/2019		ACCT #2052700385107					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	107944	EMW GAS ASSOCIATION	MONTHLY CHARGES MAY-19	911-80-2209	561319	06/12/2019		50.98
	06/13/2019		ACCT #60-9530-000					

911-DISPATCH CENTER 50.98								
01 0	107945	FLEETPRIDE INC	BRAKES FOR TILT TOP TRAILER	402-60-2244	2361319	06/12/2019	33815	780.40
	06/13/2019		BRAKE SHOE KIT CAM ANCHOR					
			CORE CR SCOTSEAL INVOICE#					
			26817546/27036718					

COUNTY ROAD DEPARTMENT 780.40								
01 0	107946	GREATER TUCUMCARI EDC	WRC REGIONAL ACADEMY FEE	641-09-2266	4161319	06/12/2019		5000.00
	06/13/2019		INVOICE #132334					

WIND PILT 5000.00								
01 0	107947	GUSTIN HARDWARE INC.	PAPER TOWELS, SCREWS, BOLTS,	402-61-2250	2061319	06/12/2019	33802	103.60
	06/13/2019		BATTERIES, SHOP SUPPLIES, PIPE,					
			ELECTRICAL TAPE, PLUMBING ITEMS.					
			INVOICE #BILL DATE 5-31-19					
			ACCT #126					

COUNTY ROAD SHOP 103.60								
01 0	107948	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING &	401-15-2215	3261319	06/12/2019	33636	1406.18
	06/13/2019		HARDWARE SUPPLIES FOR BUILDING					
			MAINTENANCE.					
			APRIL 2019.					
			ACCT# 125					

ADMINISTRATIVE OFFICES 1406.18								
01 0	107949	GUSTIN HARDWARE INC.	ELECTRICAL, PLUMBING, ROOFING &	401-15-2215	7861319	06/13/2019	33770	364.33
	06/13/2019		HARDWARE SUPPLIES FOR BUILDING					
			MAINTENANCE.					
			MAY 2019.					

ADMINISTRATIVE OFFICES 364.33								
01 0	107950	HART'S TRUSTWORTHY HARDWARE	DECK SCREWS FOR ROAD DEPT PORCH		2261319		33778	
	06/13/2019		& RAMP					
			9X2.5" DECK SCREWS (5LB)	402-61-2250			33778	160.00
			TAN COLOR WITH T25 STAR BIT HEAD				33778	
			STAIR STRINGERS	402-61-2250			33778	75.00
			PAINT AND BRUSHES	402-61-2250			33778	
			INVOICE #5/31/2019					332.29
			ACCT #33					

COUNTY ROAD SHOP 567.29								
01 0	107951	HAVENS, WILLIAM	6/7/19 REIMBURSEMENT FOR FINGER	405-91-2266	7561319	06/12/2019		119.00
	06/13/2019		PRINTS FOR NATIONAL REGISTRY					
			5/3/19 REIMBURSEMENT FOR EMT-FR					
			TESTING APPLICATION					
			(CERTIFICATION ATTACHED)					

CR#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	107952	INDEPENDENT DRUG TESTING	DRUG TEST CONFIRM-MAY BILLING	420-73-2272	4561319	06/12/2019		26.97
	06/13/2019		TAX INVOICE #4892					

COMMUNITY MONITORING 26.97								
01 0	107953	INDEPENDENT NEWS LLC	LEGAL AD IPB NO. 2019-04 - CSS-1 402-61-2221		2161319	06/12/2019		139.51
	06/13/2019		POG SEAL					33767
			2 WEEK RUN					33767
			INVOICE #5-31-19					

COUNTY ROAD SHOP 139.51								
01 0	107954	INDEPENDENT NEWS LLC	PUBLIC NOTICE FOR JUNE 12 PUBLIC 401-08-2221		5361319	06/12/2019		33863
	06/13/2019		HEARING, ORION WIND CORONA RANCH					33863
			PROJECT, 2 EDITION RUN 5/24 & 5					33863
			5/31 EDITIONS.					33863
			INVOICE #'S 82339, 82495					

PLANNING & ZONING 31.50								
01 0	107955	IRON MOUNTAIN RECORDS MANAGEMENT	STORAGE FEE FOR MICROFILM	612-20-2218	4061319	06/12/2019		32731
	06/13/2019		MAY INVOICE #201902714					110.70
			ACCT #44033, 0NM389					
			STORAGE FEE FOR MICROFILM	612-20-2218	6561319	06/12/2019		32731
			APRIL 19 INVOICE #201871658					110.70
			ACCT #44033, 0NM389					

COUNTY CLERK 221.40								
01 0	107956	KXNN-FM 88.7	JUNE 2019 BROADCAST FOR	401-05-2243	1961319	06/12/2019		1250.00
	06/13/2019		COMMISSION MEETINGS AND PSA'S					
			INVOICE #2108					

COUNTY COMMISSION 1250.00								
01 0	107957	LOBO INTERNET SERVICES LTD	LOBO INTERNET SERVICES TC	911-80-2215	66060619	06/06/2019		148.07
	06/13/2019		DISPATCH INVOICE #114301					
			ACCT #10958					

911-DISPATCH CENTER 148.07								
01 0	107958	LOBO INTERNET SERVICES LTD	MONTH(S) -DOMAIN HOUSING-TORRANCE	401-65-2203	2461319	06/12/2019		166.92
	06/13/2019		COUNTYNM.ORG, PLUS TCNM, NET					
			PROMONET WIRELESS 10 MEG					
			CONNECTION WITH 20 MEG BURST					
			AT ADMIN OFFICE BACK UP					
			CONNECTION SALES TAX INVOICE#					
			114281 ACCT # TORCOU					
			MONTHLY CHARGES MAY-19	911-80-2272	4761319	06/12/2019		148.07
			SALES TAX INVOICE #114301					
			ACCT #10958					

INFORMATION TECHNOLOGY 166.92 911-DISPATCH CENTER 148.07								
01 0	107959	LOOMIS ARMORED US, LLC	ARMORED CAR SERVICE FUEL FEE	609-30-2272	361319	06/12/2019		315.17
	06/13/2019		INSURANCE FEE					

INVOICE #1244029 & EMAIL
ACCT# 10157072-1500

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

COUNTY TREASURER 315.17

01 0 107960 MADE TO ORDER RUBBER STAMPS 401-82-2221 761319 06/12/2019 33829 58.00
 126.15 SELF INKING SCANNED STAMP 401-82-2221 / / 33829 21.40
 06/13/2019 SELF INKING EMALIED STAMP 401-82-2221 / / 33829 42.80
 US MAIL CHARGE 401-82-2221 / / 33829 3.95
 INVOICE #170627

ANIMAL SHELTER 126.15

01 0 107961 MELLOY CHEVROLET 2019 CHEVY TAHOE PPV 420-74-2618 8061319 06/13/2019 33452 35741.00
 35741.00 INVOICE #FC19328
 06/13/2019

TRANSPORTATION OF PRIS 35741.00

01 0 107962 NEW MEXICO STATE UNIVERSITY 401-05-2261 5761319 06/12/2019 20083.58
 20083.58 FOR SUPPORT OF THE COOPERATIVE EXTENSION SERVICE IN TC FOR FOURTH QTR (APRIL TO JUNE) OF FY 18/19

COUNTY COMMISSION 20083.58

01 0 107963 NM COALITION AGAINST DOMESTIC 690-09-2266 3661319 06/12/2019 33535 506.25
 506.25 ART OF FACILITATION BIP PART 3 TRAINING REGISTRATION FOR CRYSTAL MILBOURN, ANASTACIA SANCHEZ, AND ANNA MARTINEZ.
 06/13/2019

FIND PILL 506.25

01 0 107964 PITNEY BOWES INC. 401-05-2206 5861319 06/12/2019 606.60
 606.60 DIGITAL MAILING SYSTEM PRODUCT/ SERIAL # G900/09031017
 06/13/2019 INVOICE #3308935102
 ACCT #15859284

COUNTY COMMISSION 606.60

01 0 107965 PLATEAU WIRELESS 401-65-2203 161319 06/12/2019 1618.38
 1618.38 CIRCUIT LINES FOR FIBEROPTIC 06/01/19-6/30/19
 06/13/2019 ACCT #3061934

INFORMATION TECHNOLOGY 1618.38

01 0 107966 PRUDENTIAL OVERALL SUPPLY 401-15-2203 2661319 06/12/2019 303.16
 513.80 MATS, MOPS, UNIFORMS FOR ADMIN BLDG
 06/13/2019 MATS & MOPS FOR JUDICIAL 401-16-2203 / / 210.64

ADMINISTRATIVE OFFICES 303.16

01 0 107967 QWEST CORPORATION 911-80-2207 661319 06/12/2019 539.18
 539.18 MONTHLY CHARGES MAY 28-JUNE 27 ACCT #505-384-9631-581B
 06/13/2019

ADMINISTRATIVE OFFICES 303.16

01 0 107968 QWEST CORPORATION 401-82-2207 961319 06/12/2019 273.35
 273.35 MONTHLY PHONE BILL FOR THE MONTH OF MAY ACCT #5053845117227B B

11-DISPATCH CENTER 539.18

JUDICIAL COMPLEX MAINT 210.64

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	107969	QWEST CORPORATION	MONTHLY CHARGES MAY 28, 2019	413-91-2207	1061319	06/12/2019		288.91
	06/13/2019		TO JUNE 27, 2019					
			505-384-1067 935B					
			505-832-9606 538B					

STATE FIRE ALLOTMENT 288.91								
01 0	107970	QWEST CORPORATION	MONTHLY CHARGES #505-384-2810	408-91-2207	1161319	06/12/2019		310.65
	06/13/2019		154B #505-832-4911 598B					
			MAY 28, 2019 TO JUNE 27, 2019					

STATE FIRE ALLOTMENT 310.65								
01 0	107971	QWEST CORPORATION	MONTHLY CHARGES MAY 28, 2019	409-91-2207	1261319	06/12/2019		174.26
	06/13/2019		TO JUNE 27, 2019					
			ACCT #505-384-2353 044B					

STATE FIRE ALLOTMENT 174.26								
01 0	107972	QWEST CORPORATION	MONTHLY CHARGES MAY 28, 2019 TO	406-91-2207	1361319	06/12/2019		204.52
	06/13/2019		JUNE 27, 2019 505-832-4040 899B					

STATE FIRE ALLOTMENT 204.52								
01 0	107973	QWEST CORPORATION	FAX LINE BILL ACCT#384-4080-	401-20-2207	3761319	06/12/2019		55.64
	06/13/2019		353B					

COUNTY CLERK 55.64								
01 0	107974	QWEST CORPORATION	FAX MACHINE	402-60-2207	6061319	06/12/2019		96.89
	06/13/2019		INVOICE #BILL DATE 6-20-19					
			ACCT #505-384-2550-082B					

COUNTY ROAD DEPARTMENT 96.89								
01 0	107975	QWEST CORPORATION	MORTARTY SENIOR CENTER/	401-05-2207	6361319	06/12/2019		124.14
	06/13/2019		505-832-4425 163B ESTANCIJA/	401-05-2207				40.00
			SENIOR CENTER 505-384-5010 995B					
			MOUNTAINAIR SENIOR CENTER	401-05-2207				185.12
			505-847-2885 204B					

COUNTY COMMISSION 349.26								
01 0	107976	QWEST CORPORATION	MANAGERS FAX LINE 505-384-	401-10-2207	6461319	06/12/2019		191.47
	06/13/2019		5294 082B					

COUNTY MANAGER 191.47								
01 0	107977	QWEST CORPORATION	ACCOUNT #505-832-0000 494B	405-91-2207	7161319	06/12/2019		370.99
	06/13/2019		ACCOUNT #505-832-4068 906B					
			ACCOUNT #505-832-5104 623B					
			MAY 28, 2019 TO JUNE 27, 2019					

STATE FIRE ALLOTMENT 370.99								
01 0	107977	QWEST CORPORATION	ACCOUNT #505-832-0000 494B	405-91-2207	7161319	06/12/2019		370.99
	06/13/2019		ACCOUNT #505-832-4068 906B					
			ACCOUNT #505-832-5104 623B					
			MAY 28, 2019 TO JUNE 27, 2019					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
229.83	06/13/2019		TO JUNE 27, 2019 ACCT #505-384-0048 901B					

STATE FIRE ALLOTMENT 229.83								
01 O	107979	QWEST CORPORATION	VIDEO ARRAIGNMENT	420-70-2207	7661319	06/13/2019		273.59
	273.59		INVOICE #MAY-19					
	06/13/2019		ACCT #N 505-832-0012 749M					

ADULT INMATE CARE 273.59								
01 O	107980	QWEST CORPORATION	FAX LINE INVOICE #MAY-19	401-50-2207	7761319	06/13/2019		29.52
	29.52		ACCT #5053841277937B					
	06/13/2019							

COUNTY SHERIFF 29.52								
01 O	107981	RICOH USA, INC	MP3545P C86130949	401-30-2203	461319	06/12/2019		273.33
	273.33		4/29/2019 TO 05/30/2019					
	06/13/2019		RENT ADDITIONAL IMAGES STATE					
			TAX CITY TAX COUNTY TAX INVOICE#					
			102197161 ACCT #80569-1027265UC					

COUNTY TREASURER 273.33								
01 O	107982	RICOH USA, INC	PERIODIC PAYMENT 5/1/19-	690-09-2218	5161319	06/12/2019		197.80
	197.80		5/31/19 INVOICE #31715500					
	06/13/2019		ACCT #3940880					

TIND PLOT 197.80								
01 O	107983	RICOH USA, INC	BLACK AND WHITE COLOR COPIES	690-09-2218	5261319	06/12/2019		23.25
	23.25		4/1/19-4/30/19 INVOICE DATE					
	06/13/2019		MAY 2, 2019 INVOICE #5056603869					
			ACCT #3940880					

TIND PLOT 23.25								
01 O	107984	RICOH USA, INC	RENT ADDITIONAL IMAGES STATE	401-08-2203	5461319	06/12/2019		433.60
	433.60		TAX CITY TAX COUNTY TAX					
	06/13/2019		BILLING PERIOD 2/23/19-3/22/19					
			INVOICE #120197167 ACCT #80569-1027265US1					

LANNING & ZONING 433.60								
01 O	107985	RMS SERVICES	HVAC MAINTENANCE FOR ADMIN	401-15-2203	5061319	06/12/2019		1222.01
	4185.84		BUILDING (MAY 19')					
	06/13/2019		HVAC MAINTENANCE FOR JUDICIAL					
			BUILDING (MAY 19')					
			INVOICE #4069/4070					
			HVAC MAINTENANCE FOR ADMIN					
			APRIL 2019					
			HVAC MAINTENANCE FOR JUDICIAL					
			APRIL 2019					

ADMINISTRATIVE OFFICES 2444.02								
JUDICIAL COMPLEX MAINT 1741.82								

01 O	107985	RMS SERVICES	HVAC MAINTENANCE FOR ADMIN	401-15-2203	5061319	06/12/2019		1222.01
	4185.84		BUILDING (MAY 19')					
	06/13/2019		HVAC MAINTENANCE FOR JUDICIAL					
			BUILDING (MAY 19')					
			INVOICE #4069/4070					
			HVAC MAINTENANCE FOR ADMIN					
			APRIL 2019					
			HVAC MAINTENANCE FOR JUDICIAL					
			APRIL 2019					

01 O	107985	RMS SERVICES	HVAC MAINTENANCE FOR ADMIN	401-15-2203	5061319	06/12/2019		1222.01
	4185.84		BUILDING (MAY 19')					
	06/13/2019		HVAC MAINTENANCE FOR JUDICIAL					
			BUILDING (MAY 19')					
			INVOICE #4069/4070					
			HVAC MAINTENANCE FOR ADMIN					
			APRIL 2019					
			HVAC MAINTENANCE FOR JUDICIAL					
			APRIL 2019					

VA U 10/2018
292.99

SANHA HOLDINGS, INC.

DRIVERS LICENSE MONITORING
DRIVER MONITOR MVR STATE FEE

401-05-2272

1861319 06/12/2019

33653

292.99

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
06/13/2019			MVR STATE FEE-NM- 3Y TAXES//FEES INVOICE #163048 ACCT #3632					

COUNTY COMMISSION 292.99

01 O 107987		SAMBA HOLDINGS, INC.	DRIVER RECORD MONITORING	413-91-2272	3361319	06/12/2019		130.53
			TAXES//FEES 05/01/2019					
			TO 05/31/2019 INVOICE #INV					
			00164743 ACCT #4795					
			REFERENCE: PO# 33699 CLOSED OUT					
			EARLY					

STATE FIRE ALLOTMENT 130.53

01 O 107988		SEDDILLO, NOAH	TRAVEL TO CLOVIS NM	401-55-2205	7961319	06/13/2019		238.16
			NMC SUMMER CONFERENCE					

FINANCE DEPARTMENT 238.16

01 O 107989		SHENANDOAH WEST	500 BUSINESS CARDS	600-06-2221	2961319	06/12/2019		178.85
			GROUND SHIPPING					
			BUSINESS CARDS NICK E SEDDILLO					
			SAFETY OFFICER INVOICE #6054					

RISK MANAGEMENT 178.85

01 O 107990		SOUND & SIGNAL SYSTEMS OF NM	INSTALL NEW PHONE LINE FOR FIRE	401-16-2215	3561319	06/12/2019		405.70
			PANEL					
			CONNECT THE NEW PHONE LINE FOR					
			THE FIRE ALARM DIALER JOURNEYMAN					
			LABOR PROJECT MANAGER LABOR					
			GRT INVOICE #SD2702					
			ACCT #19510					

JUDICIAL COMPLEX MAINT 405.70

01 O 107991		STAPLES BUSINESS ADVANTAGE	6X9 CLASP ENVELOPES	401-20-2219	3861319	06/12/2019		96.41
			9X12 CLASP ENVELOPES					
			LEGAL COPY PAPER					
			INVOICE #3414584989					
			ACCT #394849					

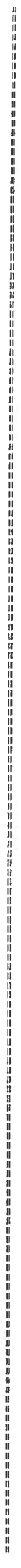
COUNTY CLERK 96.41

01 O 107992		TJ ENTERPRISES AUTO SUPPLY	AUTO PARTS, HARDWARE FOR	401-15-2215	3161319	06/12/2019		92.40
			BUILDING AND/OR VEHICLE MAINTEN					
			ANCE.					
			MAY 2019.					
			ACCT #1185					

ADMINISTRATIVE OFFICES 92.40

01 O 107993		TRIDIC INC.	MAINTENANCE CONTRACTS TAX	401-65-2203	261319	06/12/2019		4269.95
			INVOICE #28:24.7 ACCT #1425					

06/13/2019



CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0	108000	WASTE MANAGEMENT OF NM INC.	MONTHLY CHARGES 8 YARD DUMPSTER	405-91-2210	6161319	06/12/2019		340.27
	747.45		06/01/2019 TO 06/30/2019					
	06/13/2019		INVOICE #8659936-0573-8					
			ACCT #18-98130-33003					
			MONTHLY CHARGES 1-8 YARD	413-91-2210	6261319	06/12/2019		407.18
			DUMPSTER 06/01/2019 TO					
			06/30/2019 INVOICE #8659600-					
			0573-0 ACCT #2-08123-14009					

STATE FIRE ALLOTMENT	747.45							
01 0	108001	WESTERN TRAILS VETERINARY INC.	1 LARGE STERILIZATION	401-82-2272	861319	06/12/2019		160.00
	160.00		INV#139012					
	06/13/2019		2 SMALL STERILIZATION INV#139012					
			RABIES VACCINATIONS INV# EXAM/					
			TREATMENT/BLOODWORK INV#					
			ACCT#238					

ANIMAL SHELTER	160.00							
71	124923.14	/	TOTAL		266.88	VOIDS		

** GRAND TOTAL ** 124,923.14

**TOTAL GENERAL FUND 45,689.51

**DEPT 401-05-2206 COUNTY COMMISSION 26,278.62
 401-05-2207 POSTAGE 606.60
 401-05-2243 TELECOMMUNICATIONS 456.52
 401-05-2261 KXNM COMMUNITY FOUNDATION 501C3 1,250.00
 401-05-2272 EXTENSION OFFICE 20,083.58
 401-05-2275 PROFESSIONAL SERVICES 597.99
 LEGAL SERVICES 3,283.93

**DEPT 401-08-2203 PLANNING & ZONING 513.36
 401-08-2207 MAINTENANCE CONTRACTS 433.60
 401-08-2221 TELECOMMUNICATIONS 48.26
 PRINTING/PUBLISHING/ADVERTISING 31.50

**DEPT 401-10-2207 COUNTY MANAGER 452.76
 TELECOMMUNICATIONS 452.76

**DEPT 401-15-2203 ADMINISTRATIVE OFFICES MAINTENAN 4,706.61
 401-15-2207 MAINTENANCE CONTRACTS 2,747.18
 401-15-2215 TELECOMMUNICATIONS 96.52
 BUILDING MAINTENANCE/REPAIR 1,862.91

**DEPT 401-16-2203 JUDICIAL COMPLEX MAINTENANCE 2,475.34
 401-16-2207 MAINTENANCE CONTRACTS 1,952.46
 401-16-2215 TELECOMMUNICATIONS 117.18
 BUILDING MAINTENANCE/REPAIR 405.70

**DEPT 401-20-2207 COUNTY CLERK 200.31
 401-20-2219 TELECOMMUNICATIONS 103.90
 OFFICE SUPPLIES 96.41

**DEPT 401-30-2203 COUNTY TREASURER 410.38
 401-30-2207 MAINTENANCE CONTRACTS 273.33
 401-30-2207 TELECOMMUNICATIONS 137.05

**DEPT 401-50-2207 COUNTY SHERIFF 1,302.88
 TELECOMMUNICATIONS 1,302.88

**DEPT 401-55-2205 FINANCE DEPARTMENT 263.68
 401-55-2207 MILEAGE/PER DIEM 238.16
 TELECOMMUNICATIONS 25.52

**DEPT 401-65-2203 INFORMATION TECHNOLOGY DEPARTMEN 8,333.03
 MAINTENANCE CONTRACTS 8,333.03

**DEPT 401-82-2207 ANIMAL SHELTER 752.54
 401-82-2207 TELECOMMUNICATIONS 466.39
 401-82-2221 PRINTING/PUBLISHING/ADVERTISING 126.15
 401-82-2272 PROFESSIONAL SERVICES 160.00

**TOTAL ROAD FUND 7,496.41

**DEPT 402-60-2207 COUNTY ROAD DEPARTMENT 6,686.01
 402-60-2244 TELECOMMUNICATIONS 1,064.41
 MACHINERY MAINTENANCE/REPAIR 3,193.60

144-00-4400

**DEPT

CANTINGUAKUS/CULVERTS

COUNTY ROAD SHOP

2,428.00

810.40

.00

00

DEBITS CREDITS

402-61-2221 PRINTING/PUBLISHING/ADVERTISING 139.51 .00
 402-61-2250 SHOP SUPPLIES 670.89 .00

**TOTAL FARM & RANGE 9,487.62 .00

**DEPT 403-66-2278 FARM & RANGE 9,487.62 .00
 ANIMAL DAMAGE CONTROL 9,487.62 .00

**TOTAL DISTRICT 5 VPD 983.77 .00

**DEPT 405-91-2207 STATE FIRE ALLOTMENT 983.77 .00
 TELECOMMUNICATIONS 388.57 .00
 405-91-2210 WATER/SEWER/TRASH 340.27 .00
 405-91-2230 MEDICAL SUPPLIES 135.93 .00
 405-91-2266 TRAINING 119.00 .00

**TOTAL DISTRICT 2 VPD 333.61 .00

**DEPT 406-91-2207 STATE FIRE ALLOTMENT 333.61 .00
 TELECOMMUNICATIONS 222.10 .00
 406-91-2230 MEDICAL SUPPLIES 111.51 .00

**TOTAL DISTRICT 1 VPD 65.59 .00

**DEPT 407-91-2207 STATE FIRE ALLOTMENT 65.59 .00
 TELECOMMUNICATIONS 65.59 .00

**TOTAL DISTRICT 3 VPD 483.48 .00

**DEPT 408-91-2207 STATE FIRE ALLOTMENT 483.48 .00
 TELECOMMUNICATIONS 328.23 .00
 408-91-2230 MEDICAL SUPPLIES 155.25 .00

**TOTAL DISTRICT 4 VPD 174.26 .00

**DEPT 409-91-2207 STATE FIRE ALLOTMENT 174.26 .00
 TELECOMMUNICATIONS 174.26 .00

**TOTAL FIRE DEPARTMENT ADMIN 1,335.60 .00

**DEPT 413-91-2207 STATE FIRE ALLOTMENT 1,335.60 .00
 TELECOMMUNICATIONS 288.91 .00
 413-91-2210 WATER/SEWER/TRASH 407.18 .00
 413-91-2219 OFFICE SUPPLIES 508.98 .00
 413-91-2272 PROFESSIONAL SERVICES 130.53 .00

**TOTAL DISTRICT 6 VPD 229.83 .00

**DEPT 418-91-2207 STATE FIRE ALLOTMENT 229.83 .00
 TELECOMMUNICATIONS 229.83 .00

**TOTAL JAIL FUND 36,240.71 .00

**DEPT 420-70-2207 ADULT INMATE CARE 273.59 .00
 TELECOMMUNICATIONS 273.59 .00

**DEPT 420-73-2218 COMMUNITY MONITORING 226.12 .00
 TELECOMMUNICATIONS 48.26 .00
 EQUIPMENT MAINTENANCE/REPAIR 150.89 .00

420-73-2272

PROFESSIONAL SERVICES

26.97

.00

*DBPT

TRANSPORTATION OF PRISONERS

35,741.00

.00

420-74-2618 CO/VEHICLES 35,741.00 .00

**TOTAL SAFETY PROGRAM 870.74 .00

*DEPT RISK MANAGEMENT 870.74 .00

600-06-2219 OFFICE SUPPLIES 195.75 .00

600-06-2221 PRINTING/PUBLISHING/ADVERTISING 178.85 .00

600-06-2248 SAFETY EQUIPMENT 496.14 .00

**TOTAL DMI PROGRAM FUND 48.26 .00

*DEPT DMI DISTRIBUTION GRANT FY19 48.26 .00

605-13-2207 TELECOMMUNICATIONS 48.26 .00

**TOTAL TREASURER'S FEE 1,807.18 .00

*DEPT COUNTY TREASURER 1,807.18 .00

609-30-2205 MILEAGE/PER DIEM 364.00 .00

609-30-2218 EQUIPMENT MAINTENANCE/REPAIR 1,128.01 .00

609-30-2272 PROFESSIONAL SERVICES 315.17 .00

**TOTAL PROPERTY VALUATION FUND 8,703.10 .00

*DEPT COUNTY ASSESSOR 8,703.10 .00

610-40-2207 TELECOMMUNICATIONS 107.26 .00

610-40-2218 EQUIPMENT MAINTENANCE/REPAIR 8,595.84 .00

**TOTAL CLERK'S EQUIPMENT FUND 1,145.61 .00

*DEPT COUNTY CLERK 1,145.61 .00

612-20-2203 MAINTENANCE CONTRACTS 487.14 .00

612-20-2218 EQUIPMENT MAINTENANCE/REPAIR 221.40 .00

612-20-2219 OFFICE SUPPLIES 437.07 .00

**TOTAL COUNTY INFRASTRUCTURE GRT 2,496.89 .00

*DEPT INFRASTRUCTURE GROSS RECEIPTS TX 2,496.89 .00

620-94-2219 OFFICE SUPPLIES 2,496.89 .00

**TOTAL HIGH LONESOME WIND PILT 5,000.00 .00

*DEPT WIND PILT 5,000.00 .00

641-09-2266 TRAINING 5,000.00 .00

**TOTAL P&Z COURT FEES 48.26 .00

*DEPT PLANNING & ZONING 48.26 .00

685-08-2207 TELECOMMUNICATIONS 48.26 .00

**TOTAL DOMESTIC VIOLENCE GRANT 914.93 .00

*DEPT WIND PILT 914.93 .00

690-09-2207 TELECOMMUNICATIONS 187.63 .00

690-09-2218 EQUIPMENT MAINTENANCE/REPAIR 221.05 .00

690-09-2266 TRAINING 506.25 .00

**TOTAL EMERGENCY-911 FUND 1,367.78 .00

**DEPT 911-DISPATCH CENTER 1,367.78 .00

911-80-2209

TELECOMMUNICATIONS
HEATING/GAS/PROPANE

892.97
50.98

.00
.00

	DEBITS	CREDITS
911-80-2215	148.07	.00
911-80-2238	127.69	.00
911-80-2272	148.07	.00

BANK01	124,923.14	.00
US BANK	124,923.14	.00
** BANK TOTALS **	124,923.14	.00



*Agenda Item
No. 9-B*

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 26th day of June 2019 .

Torrance County Board of Commissioners

Attest:

Kevin McCall, District 1

Ryan Schwebach, District 2

Linda Jaramillo
Torrance County Clerk

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: Commision

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-05-2201	Vehicle maintenance	401-05-2101	Elected salaries	\$1,639
401-05-2209	Heating/Gas/propane	401-05-2101	Elected salaries	\$1,250
401-05-2201	Vehicle maintenance	401-05-2102	Full Time Salaries	\$250

Reason for Transfer:

Signature *Don Gichub* Date 6/13/19



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

Animal Services

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
401-82-2220	Cleaning Supplies	401-82-2272	Professional Services	\$380
401-82-2103	Part Time salaries	401-82-2065	Health Insurance matching	\$500
401-82-2104	Overtime	401-82-2065	Health Insurance matching	\$700
401-82-2105	Shift Differential	401-82-2065	Health Insurance matching	\$300
401-82-2205	Mileage/Per Dien	401-82-2065	Health Insurance matching	\$500
401-82-2221	Printing Publishing	401-82-2065	Health Insurance matching	\$500
401-82-2222	Field Supplies	401-82-2065	Health Insurance matching	\$500
401-82-2266	Training	401-82-2065	Health Insurance matching	\$1,000
401-05-2223	Kennel Supplies	401-82-2216	Animal Food	\$450
401-50-2202	Vehicle Fuel	401-82-2115	Pharmacy Supplies	\$500
401-05-2108	Unemployment Compensation	401-82-2065	Health Insurance matching	\$4,000
Reason for Transfer:				

Signature: *Dana Sullivan*

Date: 6/13/19

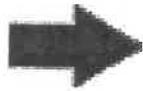
Enter

****WARNING** OVERSPENT**

401152203



16,000.00	Budget
15,612.42	Transactions
	Encumbrance Balance
1,222.01	New Encumbrance
<hr/>	
1,222.01	Budget Balance



834.43	Budget Over By
	Previous Encumbrance

\$ 1741.82 FOR LI#

401-16-2203

\$ 2444.02 FOR LI#

401-15-2203

Enter

****WARNING** OVERSPENT**

HVAC MAINTENANCE FOR ADMIN

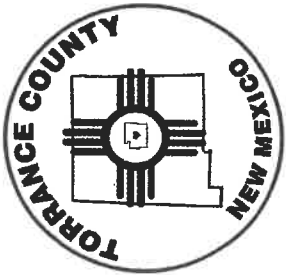
401152203



16,000.00	Budget
15,612.42	Transactions
	Encumbrance Balance
1,222.01	New Encumbrance
<hr/>	
1,222.01	Budget Balance



834.43	Budget Over By
	Previous Encumbrance



TORRANCE COUNTY

Line Item Transfer Form

Requesting Department: _____

Treasurer _____

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

Transfer From:		Transfer To:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
609-30-2266	Training	609-30-2205	Mileage/Per Diem	\$ 525.00
609-30-2219	Office Supplies	609-30-2221	Printing/Publishing	\$ 800.00
401-30-2221	Printing/Publishing	401-30-2207	Telecommunications	\$ 450.00
401-30-2221	Printing/Publishing	401-30-2269	Membership Dues/Sub	\$ 208.00
Reason for Transfer:				
Transferring money to cover operating costs				

Signature: Dave Sedillo

Date: 6.6.19



*Agenda Item
No. 9-C*



TORRANCE COUNTY

Receiving & Accounts Payable Report

Receiving Department: Road	
Company Received From: Utility Trailer Sales	
Remittance Address: 9200 Brighton Rd Henderson, CO 80640-8231	
Line Item : 402-60-2244	Pur Order # 33574
Invoice # 02N65980.02	Account # 5623A

Quantity	Description	Unit Cost	Total Cost
	Parts to fix belly dump for Mack truck		3,056.20
GRAND TOTAL COST			3,056.20

COPY

Shipment Status: Complete Shipment Partial Shipment

Shipment Condition: Good Damaged (Explain) _____

Special Instructions: _____

Date: 3-19-2019

Certification:

I certify that the above items were checked and received by my department. This purchase is complete and ready to be paid.

Department Approval *Cherise Latta*

Reviewed/Approved for Payment
Date:
By:



The First Name In Trailers

UTILITY TRAILER INTERSTATE

2516 University BLVD. N.E. • Albuquerque, NM 87107

Phone: 505-768-0888 • Fax: 505-764-0488

www.utilitytrailer.net

** Reprint **

Invoice: 02N65980.02

Date / Hour: 3/12/2019 8:40:15AM

Repair Order: 65980

Customer: 5623A

Branch: 02

Total Invoice: \$ 3,056.27

Charge

Page 1 of 2

Bill To: TORRANCE COUNTY ROAD DEPT
PO BOX 48
ESTANCIA, NM 87016

Ship To: TORRANCE COUNTY ROAD DEPT
10TH & ALLEN STREET
ESTANCIA, NM 87016

Work: 505-544-4666

Customer P/O: 33574 MPINO aavilajr. Orig R/O: 0 Completion Date: 3/11/2019

Unit Number: B 1 Model Year: 2009 Make/Model: CPS Belly Dump
Type: Belly Dump VIN: 99P01630 Meter: 0 Miles

Task: 1 MISC MISC Department: Service

Complaint: TRAILER WAS BROUGHT TO UTILITY SHOP FOR REPAIR
REPLACE THE CURBSIDE AND THE ROADSIDE CENTER HANGERS AND CROSS BAR
REPLACE THE CURBSIDE AND ROADSIDE EQUALIZERS AND BOLT KITS
PAINT WELDED AREAS
REPLACE THE CURBSIDE AND ROADSIDE ADJUSTABLE AND NON ADJUSTABLE TORQUE ARMS AND BOLT KITS
CHECK THE ALIGNMENT
ALIGN IF NEEDED
Correction: REPLACED THE FRONT HANGERS

Table with columns: Supp. Part, Description / Ref Number, U/M, Quantity, Price, Extended Price. Lists various parts like center hanger, front hanger, rear hanger, equalizer, pipes, nuts, bolts, and shop supplies.

Detail Tax Info:

Albuquerque Sales Tax \$135.49
Total: \$135.49

Total Parts: \$1,033.03
Total Labor: \$1,472.00
Total Miscellaneous: \$415.75

** See Last Page for Invoice Total **



The First Name In Trailers

UTILITY TRAILER INTERSTATE

2516 University BLVD. N.E. • Albuquerque, NM 87107

Phone: 505-768-0888 • Fax: 505-764-0488

www.utilitytrailer.net

** Reprint **

Invoice: 02N65980.02

Date / Hour: 3/12/2019 8:40:15AM

Repair Order: 65980

Customer: 5623A

Branch: 02

Total Invoice: \$ 3,056.27

Charge

Page 2 of 2

Bill To: TORRANCE COUNTY ROAD DEPT
PO BOX 48
ESTANCIA, NM 87016

Ship To: TORRANCE COUNTY ROAD DEPT
10TH & ALLEN STREET
ESTANCIA, NM 87016

Work:505-544-4666

Customer P/O: 33574 MPINO aavilajr. Orig R/O: 0 Completion Date: 3/11/2019

Invoice Subtotal: \$2,920.78
Total Tax: \$135.49
Total Invoice: \$3,056.27

Payment Method Terms Due Date
Charge Net 30 4/11/2019

TRAILERS LEFT FOR AN EXTENDED PERIOD OF TIME AFTER COMPLETION MAY BE SUBJECT TO A STORAGE FEE. UNLESS PRIOR ARRANGEMENT WITH SERVICE MANGER

DUE TO FEDERAL AND STATE LAWS AND REGULATIONS THE FOLLOWING DISCLAIMER FOR WARRANTY APPLIES TO THE REPAIRS PERFORMED ON THIS REPAIR ORDER.

CUSTOMER ACKNOWLEDGES THAT ANY CHARGES NOT COVERED BY WARRANTY WILL BE THE CUSTOMERS RESPONSIBILITY AND BILLED ACCORDINGLY

THE ONLY WARRANTIES APPLYING TO THIS PART (S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART (S) OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.



Torrance County

Correction to
Existing Purchase Order

Date 3-19-19

PO # 33574

Original Vendor # 552

Department

Road DPT

Please correct the following information for this existing purchase order:

Vendor # _____

Vendor Address _____

Line Item _____ Line Item Audit: _____

Purchase Amount from \$2200.00 to \$3056.20
(If the amount of purchase goes over \$2500.00, quotes are required as per County Policy.)

Other _____

Justification for change:
More needed a few more parts than first anticipated

I hereby authorize the changes listed above for this existing purchase order.

Department Head

Charmen Padilla

Purchasing Director

PURCHASE ORDER

Ship To:

33574

ADDRESS ALL CORRESPONDENCE TO:
TORRANCE COUNTY
 ATTN:ACCOUNTS PAYABLE
 P.O. BOX 48
 ESTANCIA, NEW MEXICO 87016

NOTICE: This order number must appear on all invoices and shipping containers. Invoices are to be issued in **DUPLICATE** and **CERTIFIED** as follows:
 "I certify that the above bill is correct and just and that no payment therefore has been received. No state or local taxes included.

WWW.TORRANCECOUNTYNM.ORG

By: _____

UNIT	QUANTITY	ARTICLE AND DESCRIPTION	LINE ITEM	EST. ACTUAL COST
		PARTS FOR BELLY DUMP ON MACK TRUCK - HANGER AXLE	402-60-2244	2200.00
				2200.00

TO BE PAID FROM:

VENDOR: 552
 UTILITY TRAILER INTERSTATE
 UTILITY TRAILER SALES OF COLORAD
 2516 UNIVERSITY NE
 ALBUQUERQUE NM 87107

PURCHASE ORDER NO.
 33574

DATE
 3/11/19



 PURCHASING AGENT SIGNATURE



TORRANCE COUNTY

Requisition For Purchase

DATE: 3-11-19	Line Item	Amount	Line Item Audit
Department: Road			
Vendor # 552			
Vendor Name & Address:			
Utility Trailer Instate	402-60-2244	\$ 2,200.00	<i>JA</i>
9200 Brighton Rd			
Henderson, CO 80640-8231			

#	Quantity	Description	Unit Cost	Total Cost
1		Parts for Belly Dump on Mack Truck		\$ 2,200.00
2		Hanger Axle		
3				
4				
5				
6				
7				
GRAND TOTAL COST				\$ 2,200.00

QUOTES		Oral	Written (Copies Attached)	GSA Contract (Copy Attached)
		Vendor 1	Vendor 2	Vendor 3
#				
1				
2				
3				
4				
5				
6				
7				

Department Approval	<i>Charlene Padilla</i>	Date	3/11/2019
County Manager Approval	<i>Blairland</i>	Date	3-14-19
Purchasing Director Approval	<i>(Signature)</i>	Date	3/11/19



*Agenda Item
No. 10-A*

***Torrance County
Personnel Ordinance
2019***

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SECTION 1. GENERAL PROVISIONS

1.1 Purpose

The purpose of this personnel policy manual is to establish consistent, basic policies and practices concerning relations between Torrance County and its employees. This personnel policy manual further establishes the formal grievance procedure available to regular employees to hear grievances with respect to demotions, dismissals and suspensions. The provisions of this personnel policy governing merit and the grievance of disciplinary actions do not apply to employees appointed by elected officials who serve at the discretion of the elected official.

1.2 Scope

Definite rules and regulations cannot be readily formulated for every possible problem and situation. This ordinance serves as a general basis and guide for the proper, efficient, and effective administration of personnel matters of the employees of Torrance County. The Personnel Rules contained herein replace and supersede all previously issued Personnel Rules and Regulations applicable to employees of Torrance County.

1.3 Employee Knowledge and Information of Policy

County Manager or designee shall provide a copy of this policy to present employees and to all new employees with instructions to read and know of all provisions of these rules. Employees shall sign for the copy upon receipt.

1.4 Equal Employment Opportunity Policy

Individuals will not be discriminated against on the basis of race, age, religion, sexual orientation, color, national origin, ancestry, gender, gender identity, physical or mental disability or medical condition, or any other legally protected status, in consideration for employment, duration of employment, compensation, terms, conditions, or privileges of employment by Torrance County.

1.5 Americans with Disabilities Act Compliance

Torrance County has committed itself to comply with the Americans with Disabilities Act which protects qualified individuals with disabilities from discrimination in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions and privileges of employment.

1.6 Administration by County Manager

The County Manager is delegated the authority to administer the personnel system and the terms of this personnel policy manual and its amendments, and all future approved personnel policies and operating procedures. The County Manager is further authorized to promulgate administrative rules for the purposes of implementing any or all of the provisions of this ordinance.

1.7 Official Personnel File

Documents including but not limited to records, certifications, employment applications, evaluations, and disciplinary actions, maintained by the Human Resources Director in the County Manager’s Office.

1.8 Pronouns

All pronouns used in this ordinance shall include the masculine, feminine, and neuter gender, shall include the singular and plural, and the context of this Personnel Policy Manual shall be read accordingly.

SECTION 2. DEFINITIONS

2.1 Administrative Leave with Pay

Leave with pay granted at the department head's discretion for good cause with the County Manager’s approval.

2.2 Anniversary Date

A day twelve (12) months, or any multiple of 12 months, from an employee's date of hire or appointment to a specific position.

2.3 Annual Leave

Leave with pay granted to a regular or qualified appointed employee at a rate as defined in Section 11.4.

2.4 Appeal

Written request that a decision pertaining to a formal grievance be reconsidered at a further stage in the grievance procedure.

2.5 Applicant

A person who has made formal application on an official county personnel application form for a position in the county service.

2.6 Appointed Employee

Appointed employees are appointed by and serve at the pleasure of their respective elected official include but are not limited to: the Chief Deputy appointed by the County Assessor, Clerk, and Treasurer; the Undersheriff and the Executive Secretary appointed by the Sheriff; the County Manager, Fire Chief, and the County Attorney appointed by the County Commission; the Deputy County Manager appointed by the County Manager with Commission concurrence. All appointed employees shall work a minimum of forty (40) hours per week and shall submit bi-weekly timesheets.

2.7 Classified Employees

All employees who are not exempt employees as defined in Department of Labor regulations relating to the Fair Labor Standards Act. Classified employees are eligible to receive overtime pay and/or compensatory time off and are eligible for the County's grievance procedure.

2.8 Compensatory Time

Time off granted to employees covered by the Fair Labor Standards Act (FLSA), in lieu of overtime pay on the basis of one and one-half (1 1/2) hours compensatory time for each hour of overtime physically worked in excess of forty (40) hours in one work week. The work period and number of hours to be worked prior to qualifying for overtime/compensatory time by employees covered by the Fair Labor Standards Act 207(k) exemption shall be determined based on the guidelines of that exemption.

2.9 County Business

The performance of duties of a county position at an employee's normal workstation or at a location authorized by the county.

2.10 Demotion

A personnel action that reduces the employee's responsibilities and rate of pay. Demotions may be voluntary or involuntary, and may be the result of disciplinary actions.

2.11 Department Head

The elected official or appointee of the County Commission who has responsibility for supervising and administering a department of county government as determined and designated by the County Commission. County Commissioners are not considered Department Heads.

2.12 Developmental Plan

A performance plan developed as a result of an unsatisfactory employee evaluation that specifies areas of improvement that must be met in order to obtain a satisfactory job performance evaluation.

2.13 Dismissal

An action that terminates an individual's employment with the county.

2.14 Due Process

The right granted to a full-time regular employee who has completed the probationary period to the grievance process for actions of suspension, demotion, or dismissal.

2.15 Duties of Department Heads

All department heads and elected officials shall adhere to the provisions of this Personnel

Policy.

2.16 Elected Official

An individual elected by popular vote or appointed to fill a vacancy in elective office (i.e., County Commissioner, County Clerk, County Treasurer, County Sheriff, County Assessor, and Probate Judge.)

2.17 Exempt Employee

An employee occupying a position determined to have met the exemption requirements as defined in Department of Labor regulations relating to the Fair Labor Standards Act, and whose compensation is based on a fixed annual salary. Exempt employees are not entitled to overtime pay or compensatory time off, nor are they entitled to the County's grievance procedures.

2.18 Family Member

Relation by blood or marriage within the third degree includes spouse, domestic partner, parent, mother-in-law, father-in-law, step-parent, children, domestic partner children, son-in-law, daughter-in-law, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, great-grandchild, and great-grandparent.

2.19 Full-Time Employee

All County employees who are scheduled to work forty (40) hours per week, and all other employees including Dispatch who are scheduled to work thirty-six (36) hours per week are considered full-time employees.

2.20 Grant Funded Employee

A full or part-time employee hired to fill a position, which exists only upon receipt of grant funds. This position is terminable-at-will and is not otherwise entitled to grievance as set forth in this ordinance.

2.21 Grievance

A complaint of an employee concerning actions taken by management which result in loss of pay to the employee or other adverse employment action. There are two types of grievances: formal and informal. Each type will be subject to its own resolution procedures.

2.22 Hiring Board

A three to five person board created to conduct interviews of applicants for a specific job opening. This board consists of the County Manager or designee, Human Resource Director, the appropriate Department Head and any other applicable personnel.

2.23 Holiday Pay

Pay received on designated County holidays. Holiday pay is paid at the same rate as the employee’s regular pay and shall not exceed the number of regularly scheduled hours.

2.24 Insubordination

The conduct of an employee constituting defiance, disobedience, dissension, rebelliousness, or resistance to supervision. Acts of insubordination may result in disciplinary action up to and including dismissal.

2.25 Layoff or Reduction in Force

The involuntary separation of an employee from the county service, without fault on the part of the employee, due to abolishment of position, reorganization, lack of work, lack of funds, or any other reason determined by the County Commission and/or County Manager to be in the best interest of the County.

2.26 Overtime

Any hours by a regular full-time employee in excess of forty (40) hours. Employees shall only receive overtime for hours actually worked. Holiday, annual, sick and other leave hours shall not be considered actual work hours.

2.27 Medical Disability Termination

The termination of an employee from county employment when the employee is unable to perform the essential functions of the position due to a physical or mental condition.

2.28 Part-Time Employee

An employee paid by the hour that may be called on short notice or an occasional basis. A part-time employee generally works less than nineteen (19) hours per week and are terminable-at-will.

2.29 Performance Review

The written objective review made by the employee's supervisor of an employee's performance relating to the employee's assigned duties.

2.30 Probationary Employee

A full-time employee hired to fill a regular position who has not yet completed the six (6) month period of employment during which time the employee is terminable-at-will; with the exception of law enforcement and dispatch, whose probationary period is twelve (12) months.

2.31 Promotion

Transfer to a position requiring greater responsibilities and compensated at a higher rate of pay.

2.32 Regular Employee

A full-time employee who has completed the probationary period, who shall be disciplined only for cause, and who is entitled to all the rights and benefits of the Torrance County Personnel Policy Manual. A regular employee must be specifically designated as such on a payroll change form that will be made part of the employee's official personnel file.

2.33 Sick Leave

Leave with pay granted to a regular or qualified appointed employee, after accrual at a specific rate, when personal illness or quarantine keeps the employee from performing the duties of the position or when a family member as defined in Section 1.17 is ill.

2.34 Suspension

An enforced leave of absence without pay, for disciplinary reasons, or pending determination of the grievance procedure.

2.35 Transfer

The assignment of an employee from one position to another, from one work site to another, from one department to another, or from one operational assignment to another having more or less level of responsibility and rate of pay. Transfers may be voluntary or involuntary.

2.36 Terminable-At-Will

A terminable-at-will employee is one who fills an appointed, grant funded, temporary, or part-time position, or is one who has not completed his probationary period. A terminable-at-will employee serves at the discretion of the county, and their employment can be terminated without cause. A terminable-at-will employee cannot grieve suspension, demotion, dismissal, or other disciplinary actions.

2.37 Volunteer Emergency Responder

A volunteer emergency responder is a member in good standing of a volunteer fire department, an emergency-medical service, a search-and-rescue team or a law enforcement agency who is enrolled by the state or a political subdivision of the state for response to an emergency or disaster.

SECTION 3. EMPLOYMENT STATUS

3.1 Full-Time Regular Employee

A full-time regular employee is one who has completed the probationary period and who normally is scheduled to work the number of hours set forth in Section 2.17. A full-time regular employee is eligible for all rights and benefits provided by the County. A full-time regular employee cannot change to part-time status without the approval of the County

Manager.

3.2 Part-Time Employee

A part-time employee is paid by the hour. A part-time employee generally is scheduled to work less than nineteen (19) hours per week. A part-time employee does not accrue annual or sick leave and is not eligible for any other type of leave provided by the County.

3.3 Appointed Employee

The appointees of elected officials include but are not limited to: the County Manager, Deputy County Manager, County Attorney, Fire Chief, Undersheriff, Executive Secretary to the Sheriff, and the Chief Deputies to the County Assessor, Clerk, and Treasurer. Appointees of Elected Officials shall receive a salary set by the County Commission. Appointed employees are considered exempt employees as defined by the Fair Labor Standards Act (FLSA). Appointed employees are terminable-at-will and cannot avail themselves of the grievance procedure set forth herein, but are entitled to all other benefits provided by the county.

3.4 Exempt Employee

Exempt employees shall receive a fixed annual salary set by the Department Head and the County Manager. Exempt employees are not entitled to overtime pay or compensatory time off nor the grievance process.

3.5 Probationary Employee

The purpose of the probationary period is to evaluate the employee's ability, potential, and performance. A full-time probationary employee is one who is hired to fill a regular position who has not yet completed their probationary period of employment. A probationary employee shall accrue annual and sick leave at the same rate as a regular full-time employee, but may not use any of the accrued annual leave during the first six (6) months of employment. (See section 3.5.G.)

- A.** To determine whether an employee has satisfactorily completed the probationary period, the employee's department head shall review the employee's performance and the employee's ability to work with the public, peers, supervisors, and management. A probationary employee shall be reviewed at the end of the probationary period, and may be evaluated at any other time during the probationary period.
- B.** An employee hired to fill a law enforcement or dispatch position shall serve a one (12) month probationary period and shall obtain the statutorily required certification for the position. Failure to obtain such certification within the probationary period shall result in the employee's dismissal.

- C. If an employee does not satisfactorily complete the probationary period, the employee will be dismissed. Proposed dismissal of a probationary employee must be discussed with the Human Resource Director and approved by the County Manager.
- D. An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee changes from temporary or part-time to probationary status.
- E. A former Torrance County employee rehired more than six (6) months after termination, shall serve the required probationary period.
- F. A part-time employee hired to fill a full-time position shall be subject to a six (6) month probationary period.
- G. Accrued annual leave may not be used by an employee during the first six months of employment. The County Manager may grant the use of any accrued annual leave on an emergency basis with appropriate documentation.
- H. Probationary employees who have exhausted their accrued sick leave and require additional leave for medical reasons, shall apply for FMLA leave. If the employee is deemed ineligible for FMLA, the County Manager may grant the use of accrued annual leave and/or leave without pay on an emergency basis with appropriate documentation.
- I. The probationary period may be extended at the discretion of the County Manager in cases where further evaluation is needed. Department Directors shall create an employee developmental plan.

3.6 Temporary Employee

A temporary employee is hired on either a full-time or part-time basis to a seasonal position or to a position established for a period of no more than six (6) months. A temporary employee is terminable-at-will, is not entitled to grieve personnel actions, does not receive county benefits, and does not accrue leave.

3.7 Term Status Employee

An employee whose position is funded by non-recurring or short-term funding who has completed the six-month probationary period. Term Status Employees shall have all of the rights and privileges of career status employees except Term Status Employees may be expired due to reduction or loss of funding for the special project, state or federally funded program for which they were employed, or when the special project or program ends. Term Status Employees may fill full or part-time positions within the County provided such

positions exist and said employee meets the qualifications of said position(s).

SECTION 4. MANAGEMENT AND APPOINTED POSITIONS

4.1 County Manager

Believing it to be in the best interest of the county to obtain a professional manager to provide for continuity and efficiency in the administration of county affairs, the board of county commissioners hereby establishes the position of County Manager pursuant to NMSA(1978) § 4-38-19. The County Manager shall be the chief executive officer of the County and all executive responsibilities and powers shall be assigned to and vested in the county manager and hired by the Board of County Commissioners. The County Manager shall be a Fair Labor Standards Act (FLSA) exempt employee who serves at the pleasure of the Board of County Commissioners and cannot avail themselves of the grievance process. The County Manager shall be a salaried, contract position entitled to all of the benefits of a Full-Time Regular Employee but shall not be entitled to overtime.

4.2 County Manager Powers, Duties, and Responsibilities

The County Manager shall be responsible to the Board of County Commissioners for the efficient administration of all of the affairs of the county. They shall be responsible for proper management of fiscal and budgetary matters, real property and facilities, roads, streets and county operations which are assigned to the County Commissioners by the State Constitution, state statutes and county ordinances. They shall have the power and it shall be their duty to:

- A.** Carry out the directives and policies of the Board of County Commissioners and enforce all orders, resolutions, ordinances and regulations of the board and exercise all executive authority.
- B.** Select, appoint, direct the work of, discipline or remove, the Deputy County Manager, department directors, and all subordinate employees of the county, subject to the terms of the Torrance County Personnel Ordinance and Torrance County Personnel Policy. The County Manager may delegate the authority with respect to the direction of work and discipline to the Deputy County Manager and/or department directors. Unless authorized by another section of this Code, neither the Board of County Commissioners nor any of its members shall dictate, either directly or indirectly, the appointment of any person by the County Manager nor prevent them from exercising their own judgement in the appointment of the Deputy County Manager, department directors, the public information officer, or the executive assistant to the County Manager.

- C. To exercise control over all divisions, departments and bureaus of the county government; and to establish an organizational structure for the efficient supervision of all county employees.
- D. Report annually to the Board of County Commissioners and to the citizens of the County of Torrance, the work of the previous year, recommendations for action or programs for improvement of the county, and the welfare of the residents.
- E. Prepare and submit the annual budget and capital programs to the Board of County Commissioners and executes the budget and capital programs in accordance with the appropriations and ordinances enacted by the Commission.
- F. Ensure that all ordinances, resolutions and orders of the Board of County Commissioners and all the laws of the state which are subject to enforcement by the County Manager, or by staff who are delegated authority by the County Manager, are faithfully executed.
- G. Carries into execution such other powers or duties as required by the Board of County Commissioners, this Code, and NMSA 1978 § 4-38-19.

4.3 Deputy County Manager

The position of Deputy County Manager is hereby created. The Deputy County Manager shall be a salaried, Fair Labor Standards Act (FLSA) exempt employee hired by the County Manager with the concurrence of the Board of County Commissioners who serves at the pleasure of the County Manager. Deputy County Managers shall not be entitled to overtime pay or to the grievance process, but shall receive all other benefits provided to Full-Time Regular Employees.

4.4 Fire Chief

The position of Torrance County Fire Chief shall be a Fair Labor Standards Act (FLSA) exempt position. The Fire Chief shall not be entitled to overtime pay or to the grievance process, but shall receive all other benefits provided to Full-Time Regular Employees. The Fire Chief will be hired through the Recruitment and Hiring process defined in Section 4 except the Hiring Committee shall provide the top five (5) applicants in ranked order to the County Commission. The Commission shall meet in closed session pursuant to NMSA (1978) § 10-15-1 (H)(2), to review the applicants and choose their preferred applicant. The Commission may request additional interviews at their discretion. The Fire Chief shall report to the County Manager for all purposes including discipline. The Fire Chief serves at the pleasure of the County Commission.

4.5 Other Exempt Positions

In addition to the aforementioned exempt positions, the Deputy Clerk, Deputy Assessor, Undersheriff, Sheriff's Administrator, and Department Directors are deemed to be exempt, terminable-at-will positions.

4.6 Transition

Any position created or defined in this section as an exempt status position that is deemed to be a classified status position prior to the enactment of this ordinance, shall retain its status as a classified position until a vacancy occurs, at which time the position will become an exempt status position.

SECTION 5. RECRUITMENT AND SELECTION

5.1 Recruitment Posting Procedure

Whenever filling a vacant position, the Department Head must submit a "Request to Hire" form to the Human Resource Director. Within two (2) business days of receipt of the request, the Human Resource Director shall seek approval of the County Manager and post the opening within County offices. At the same time that the position is posted within the County, the position shall be posted on the County's public website and shall also be advertised at least once in the local newspaper.

5.2 Permission for Transfer

No county employee or department head can deny another county employee who is not the subject of a disciplinary action, permission to apply for a job vacancy in any other county office or department for which the employee is qualified. Probationary employees are not eligible for transfer.

5.3 Applicant Responsibility

A. Submission of Applications

Applications for employment shall be accepted in the County Manager's Office during normal business hours. Applicants shall be considered for positions for which they have applied and are qualified. Applications must be submitted on the employment application form provided by the county with any other applicable documents attached.

B. Proof of Qualification

The applicant is responsible for furnishing proof of qualifications or possession of any license, certification, or degree when these requirements are necessary and set forth in the job description.

C. Immigration Act Compliance

The applicant is responsible for furnishing proof of identification and right to work in accordance with the Immigration Reform and Control Act of 1986. If the applicant cannot furnish the required documentation, then the applicant is ineligible for work.

D. Certification

The applicant is responsible for signing the employment application and certifying as to the truth of all statements made in the application.

E. Referral to Department Head

The Human Resource Director will deliver applications to the department heads when the required advertising time has expired.

F. Testing

The County may require an applicant to submit to testing for certain bona fide occupational qualifications.

G. Reasonable Accommodations for Disabilities

Applicants under consideration for employment shall disclose any reasonable accommodations required to enable them to perform the duties of the job for which they are applying.

5.4 Selection

Selection shall be made by a hiring board and will be based on the following: skills, educational background, experience, personal interview, references, and results of pre-employment examinations.

A. Employment Reference Checks

References provided by the applicant shall be checked by the Human Resource Director prior to hiring. Applicants will be asked to sign a written authorization on the employment application for the county to check references. Only those applicants who sign this written authorization will be considered for the position for which they have applied.

B. Driver's License Checks

All applicants are subject to a motor vehicle check to verify that they have a valid New Mexico driver's license. If the applicant has an out of state driver's license, they must obtain a New Mexico driver's license within ninety (90) days of employment with the County. If an applicant's driver's license is suspended, revoked or not valid for any reason, they shall not be considered for County employment.

C. Criminal History Check

All applicants selected for interview will be asked to sign a written authorization for the County to conduct a criminal history check. Any applicant who refuses to sign the written authorization shall not be considered for employment with the County. If the criminal history check reveals a felony or misdemeanor conviction as described in NMSA 1978, 28-2-1 or 10-1-3, Et seq., the applicant is ineligible for hire with the County.

D. Physical Examinations and Drug Testing

Applicants to whom positions have been offered shall be required to undergo medical examinations, which may include urinalysis, blood testing, and radiographic examination. Drug testing will be done for all new hires. Employment medical examinations must be completed and reviewed before the employee can report to work. Offers of employment are contingent upon the physician's statement that the individual can perform the assigned duties and tasks of that position and is drug free. The Human Resource Director will arrange all physical and drug testing appointments. Employment medical examinations will be paid for by the County. The County Manager may approve a conditional hire of an applicant pending the results of the physical and drug test in exceptional circumstances.

E. Law Enforcement Entrance Exam

All applicants for a law enforcement position must successfully complete the law enforcement entrance exam to be considered for employment with the County. The law enforcement entrance exam consists of a physical agility test, written exam and interviews by the hiring board.

5.5 Ineligibility for Hire or Rehire

An applicant shall be considered ineligible for hire or rehire by Torrance County if the applicant:

- A.** Made any false statement or omission on the employment application.
- B.** Unable to furnish proof of identification and right to work as defined by section 5.3(C).
- C.** Refused to sign authorization for reference checks.
- D.** Not met the requirements of the position.
- E.** Failed to complete pre-employment examinations or other requirements as directed by the county.
- F.** Not met the criteria for insurance or bonding as required by County or State law.
- G.** Been dismissed from County service as a result of a disciplinary measure.
- H.** Not been certified by a physician that the applicant can perform the physical requirements of the position.
- I.** Does not have a valid New Mexico driver's license as described in section 5.4(B)

- J.** Failed to provide a written two week notice of resignation from a previous County position or did not otherwise leave previous County employment in good standing. The County Manager may waive the two week notice requirement.
- K.** Been convicted of a felony as described in NMSA 1978, 28-2-1, et seq. (1987 Repl. Pamp.) or convicted of a felony or infamous crime as defined in NMSA 1978, 10-1-3.
- L.** The above list is not necessarily exclusive, and may not include all of the reasons that would make an applicant ineligible for hire or rehire.

5.6 Ineligibility of Applicants for Dispatch or Sheriff's Department

No person under indictment, convicted of a felony or involved in a drug, alcohol or domestic violence related incident, shall be eligible for employment in a dispatch or law enforcement position.

5.7 After Employee Selection

A. Notification of Hire

The Department Head is responsible for notifying the Human Resource Director as soon as an applicant has been selected for employment by submitting a payroll change notice to the Human Resource Director. At this time the Human Resource Director will schedule the employee for a physical examination and drug testing as defined by section 5.4 (B)

B. Employee Orientation

All new hires are required to have an employee orientation with the Human Resource Director. The employee orientation is necessary to complete the proper employment paperwork and to inform the employee of their rights as defined by this Personnel Policy Manual. The Human Resource Director will schedule all employee orientations and is responsible for notifying the employee of the date and time of the orientation.

C. Approval By The County Manager

The Human Resource Director is responsible for notifying the County Manager of all new hires. After the employee has successfully completed their physical examination, drug test, and employee orientation, the Human Resource Director will submit the payroll change notice to the County Manager for signature. The Human Resource Director will notify the Department Head as to when the employee can begin work.

SECTION 6. CHANGES IN EMPLOYMENT STATUS

6.1 Promotion

County employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify. Probationary employees are not eligible for promotions until they have successfully completed their probation period.

6.2 Demotion

An employee may be demoted to a vacant position for which the employee is qualified when the employee would otherwise be terminated because the employee's position is being abolished due to the lack of funds or lack of work and there are no appropriate vacancies at the same level; when the employee does not possess the necessary ability to render satisfactory performances in the position presently held; or when the employee voluntarily requests such a demotion. Demoted employees will receive a reduction in pay. Only a regular employee demoted due to an inability to render satisfactory performance in the position presently held is entitled to grievance proceedings. See Section 8.2.

6.3 Transfer

Employees may be moved from one position to another at the same rate of pay either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the county.

6.4 Resignation

An employee voluntarily resigning shall submit, in writing, a two-week notice of resignation. Failure to provide written two-week notice of resignation may be grounds for refusal of future employment with the County. Unauthorized absence from work for a period of three (3) consecutive, regularly scheduled working days may be considered a voluntary resignation.

6.5 Reduction-In-Force

If it is necessary for the county to reduce the number of county employees because of lack of funds or lack of work, the department head shall make the determination of the necessity for layoffs. The reduction will occur in the following manner:

A. Part-Time

Part-time, temporary, term and probationary employees will be laid off before regular full-time employees unless they are filling positions that require specific skills and knowledge.

B. Regular Full-Time

Lay off of regular employees shall be determined by the department head, based on the employees' suitability for the jobs remaining, ability to perform available

work, past job performance, and length of service with the County.

C. Notification

Employees to be laid off shall be notified at any time during a pay period and shall be allowed to work through the end of that regular pay period or receive pay to the end of that period.

D. Accrued Annual Leave

Accrued annual leave shall be paid no later than the fifth (5th) day after the employee's final day of employment.

E. Permanent Layoff

An employee on permanent layoff must reapply to be considered for future employment.

F. Layoff Return to Work

A laid-off employee returning to County employment within six months of lay off will not serve a probationary period or undergo a medical examination and drug testing if hired to the same position.

6.6 Dismissal

The Department Heads shall have the authority to recommend the dismissal of regular employees for cause, which shall include, but not be limited to, unsatisfactory performance, illegal activity, unacceptable conduct or insubordination on the job.

Appointed Employees serve at the discretion of the Elected Official under whom they are employed and may be dismissed with or without cause. *All dismissals must be discussed with the County Manager and the Human Resource Director before any action is taken. See Section 7.2.*

SECTION 7. CONDITIONS OF EMPLOYMENT

7.1 Performance Review

A. Probationary

The Department Head shall discuss and document performance with the employee during the probationary period. The employee must receive a performance review of satisfactory or better at the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status. See also paragraph 3.5. *Status change from a probationary employee to a regular employee shall be noted on a payroll change notice.*

B. Periodic / Other

All County employees shall have a performance review on an annual basis, but any employee may be reviewed at any time for the following conditions:

1. A change of job description (increases or decreases of current responsibilities).
2. Recommendations of any type of salary increase or decrease.
3. Demotion or suspension.
4. Insubordination or unsatisfactory work performance.

All performance reviews shall be documented and placed in the employee's official personnel file. Performance reviews must be signed by the employee and the Department Head.

C. Employee Rebuttal

The employee may submit in writing a rebuttal statement to the performance review, which will become a part of the performance review. The rebuttal shall be submitted within 10 days of the review.

D. Unsatisfactory Review

In the event an employee receives a performance review that is unsatisfactory, the employee shall be provided with written information that specifies the areas of deficient performance and steps for improvement. The employee shall be warned that failure to meet reasonable performance standards of the position within a set time period which is not to exceed ninety (90) days may result in disciplinary action or dismissal. An employee who receives an unsatisfactory review shall be re-evaluated within ninety (90) days, and, if performance remains unsatisfactory, the necessary actions will be taken. (Refer to Section 8.1. Basis for Employee Discipline).

7.2 Code of Conduct

County employees shall endeavor to conduct themselves in a professional manner when dealing with the public and other employees. The Human Resources Director shall provide each employee with a copy of the County's Code of Conduct, violation of which shall result in disciplinary action and possible termination.

7.3 Outside Employment

Full-time county employees are discouraged from holding outside employment in addition to their full-time county position. County Employees shall avoid conflicts of interest when working for outside employers. Employees shall not be employed by any organization that does business with the county where the county employee holds a position of authority or

decision making with regard to the business relationship between the outside organization and Torrance County. County employees shall obtain written approval from their Department Head and the County Manager prior to accepting a position with an outside employer. Department Heads shall not approve outside employment where a conflict of interest exists between the County and the outside employer. No employee shall continue in outside employment if such employment has a negative impact on the employee's job performance, creates the appearance of impropriety, or creates a liability exposure to the county.

7.4 Discrimination and Harassment Including Sexual Harassment

Torrance County strictly prohibits any form of unlawful discrimination based on race, color, religion, gender, gender identity, sexual orientation, national origin, age, disability, political affiliation or lack thereof, or any other status. Improper interference with the ability of the County's employees to perform their expected job duties will not be tolerated. The County endeavors to maintain an environment that is free from all forms of discrimination, including harassment.

A. Discriminatory practices include but are not limited to:

1. Discrimination on the basis of race, religion, gender, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, and/or disability. Harassment is a form of discrimination.
2. Sexual harassment includes, but is not limited to: requests for sexual favors, unwelcome sexual advances and other non-verbal, verbal or physical conduct of a sexual nature that creates a hostile environment for persons of either gender, sex-oriented verbal kidding, teasing, jokes, comments, display of sexually suggestive objects or pictures, physical contact such as hugging, patting, or brushing up against another's body.
3. A hostile environment is a result of severe or pervasive harassment that substantially interferes with an individual's work performance. The harassment must have been unwelcome and offensive to the victim and of a nature that would be offensive to the reasonable person.
4. The hostile-environment standard applies to harassment on the basis of race, religion, sex, sexual orientation, gender identity, color, ancestry, serious medical condition, national origin, age, or disability.
5. Examples of harassing conduct include, but are not limited to:
 - a. Sexual harassment: Gender-based jokes or comments.
 - b. Race or national-origin harassment: Epithets, slurs, or negative stereotypical comments, jokes or cartoons,

- c. Age harassment: Remarks or jokes relating to a person's age.
- d. Disability harassment: Disparaging remarks, slurs or jokes relating to a person's physical or mental disability.
- e. Religious harassment: Coercion of employee participation in religious activities, verbal attacks or religious slurs.
- f. Employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, religion, sexual orientation or ethnic group, or individuals with disabilities.
- g. Denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, sexual orientation, national origin, or an individual with a disability.
- h. Retaliation against an employee who takes one of the following actions: filing a complaint of discrimination, participating in a discrimination investigation, opposing discriminatory practices or exercising any other right under federal or state anti-discrimination laws. The County will not tolerate employment-based retaliation and any violation should be reported immediately.

- B. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during County business trips, business meetings, and business-related social events.

7.5 Discrimination and Harassment Procedures

The Human Resources Department shall be responsible for formally notifying all employees, Department Heads, Elected Officials and volunteers, of the discrimination and harassment policy. The Human Resources Department shall ensure that training on discrimination is periodically conducted, and that all employees and volunteers receive this training. Such training shall be offered to both elected and appointed officials.

- A. The County Manager, the Deputy County Manager, the Human Resources Director, Department Heads, managers and supervisors are responsible for creating a productive work environment in which discrimination, offensive conduct and harassment are not tolerated. They are responsible for taking immediate and appropriate corrective action in response to any confirmed violation of this policy and for assuring that no reprisals are taken against those who complain or participate in an investigation or oppose discriminatory conduct.
- B. An employee or volunteer who feels they have been subjected to any harassment or believes that they have been treated in an unlawful, discriminatory manner, they should report the incident promptly to the supervisor, Department Head, the Human Resources Department, the County Attorney or the Deputy County

Manager. Every effort shall be made to resolve the complaint at the lowest level practicable. The complaint will be kept confidential to the extent possible given the circumstances and parameters of investigation permitted by law.

- C.** All employees, including supervisors, managers or directors, who become aware of possible discrimination of any employee, either as a result of having received a complaint directly from the employee or from personal observations, shall promptly report the situation to a Department Head, the Human Resources Director, the County Attorney, the Deputy County Manager or County Manager within two (2) business days.
- D.** The individual who receives a complaint of discrimination shall request that the employee complete the County's Internal EEO Complaint Form or shall document the complaint if the employee refuses or is unable to complete the form. A copy of the completed Internal EEO Complaint Form shall be provided to the complaining employee and to the Human Resources Department within two (2) business days of the employee's complaint.
- E.** The County is committed to investigate each complaint and to take immediate corrective action. The County Manager is responsible for the enforcement of these policies. The Human Resources Department shall provide guidance and assistance during the investigative process.
- F.** At no time shall the alleged offender assist in conducting the investigation.
- G.** The County Manager shall be responsible for appointing appropriate individuals to thoroughly investigate, document and recommend appropriate corrective action. The County Manager shall assure that all complaints are resolved promptly and effectively.
- H.** The investigation shall begin as soon as possible, preferably within five (5) business days of the investigator's receipt of any discrimination complaint and shall be completed as promptly as possible given the scope and complexity of the particular complaint.
- I.** The investigator shall consider whether it is appropriate to recommend that the alleged offender be placed on administrative leave pending the outcome of the investigation.
- J.** The complainant and witnesses shall be reminded of the County's prohibition against retaliation.

- K.** The investigator shall ask the complainant and witnesses not only about the alleged discrimination but also about any efforts by the interviewee to complain about the alleged discrimination and the responses, if any, of those who received such complaint(s). If it is determined that any person with authority to receive such complain(ts) failed to ensure that such complaint(s) were documented and forwarded to the Human Resources Department, that individual shall be subject to appropriate disciplinary action.
- L.** The results of all investigations of discrimination shall be forwarded to and reviewed by the County Attorney and Human Resources Department within ten (10) business days of the conclusion of the investigation. The Human Resources Department shall report the results of its review and any recommendation to the County Manager.
- M.** If the County Manager determines that an employee has discriminated against or harassed another individual, prompt, appropriate disciplinary action will be taken, up to and including termination of employment.
- N.** A closure interview shall be conducted with the complainant within ten (10) business days of the issuance of the investigative report informing the complainant of the results of the investigation and, where appropriate, that action will be or has been taken. The department head(s) of the complainant and alleged offender will be informed of the results of the investigation.
- O.** No retaliation of any kind shall be taken against an employee who has asserted a complaint or who has reported or assisted in the investigation of a complaint of discrimination or harassment. If retaliation takes place this violation will lead to disciplinary action up to and including termination.
- P.** If after the investigation of any complaint, if it is determined that the complaint is not verifiable and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the complainant or any employee who gave false information, up to and including termination.
- Q.** Nothing in this policy precludes an employee from making a report to the State of New Mexico Department of Human Rights or the Federal Equal Employment Opportunity Commission at any time.

U.S. Equal Employment Opportunity
Commission
505 Marquette Ave., NW

New Mexico Human Rights
Commission
1596 Pacheco Street, Suite 103

7.6 Workplace Violence

Torrance County provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directive, policies and procedures, and for assisting in maintaining a safe and secure work environment.

A. Prohibited conduct.

Torrance County does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from the following behaviors including but not limited to: Making threats or engaging in violent activities, causing physical injury to another person, making threatening remarks, aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress, intentionally damaging County property or property of another employee, committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.

7.7 Drug and Alcohol Abuse and Testing Policy

Torrance County is committed to a goal of a drug and alcohol free work place in compliance with the Drug-Free Work Place Act of 1988. The County's drug and alcohol abuse and testing policy shall be governed by Resolution.

SECTION 8. EMPLOYEE DISCIPLINE

8.1 Basis for Employee Discipline

A. Discipline for Cause

Disciplinary actions for regular employees are based on just cause in order to promote the efficiency of the services rendered by the County and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, gender, gender identity, physical or mental handicap or medical condition or any other protected status. No employee will be disciplined for refusing to perform an unlawful act.

B. Definition of Cause

Cause is defined as any conduct, action or inaction arising from, or directly

connected with, the employee's work that is inconsistent with the employee's obligation to the County and reflects the employee's disregard of the County's interest. Cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, performance that continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor as described in NMSA 1978, 28-2-1 et seq.

C. Disciplinary Action

Any department head may take disciplinary action against an employee under the department head's authority, consistent with this personnel policy manual. All disciplinary actions must be furnished in writing to the Human Resources Director for placement in the employee's file with signature of the recipient acknowledging receipt of the action.

D. Grounds for Disciplinary Action

The following includes those actions that may be a basis for disciplinary action. This list is not intended to be all-inclusive, but is illustrative of the types of actions that may lead to disciplinary action.

1. The employee's performance does not meet expectations.
2. The employee has been abusive in their language or actions, or has threatened or caused physical harm to others.
3. The employee has violated a written policy or order, or has failed to obey any lawful, reasonable directions given by his/her supervisor or other responsible County official.
4. The employee has been found under the influence of alcohol or drugs while on duty and/or in County facilities or has otherwise violated the Drug and Alcohol Abuse and Testing Policy.
5. The employee has been convicted of a felony or has engaged in any activity that violates State or Federal criminal statutes.
6. The employee has provided false or misleading information in any document, report, or statement related to their employment with the County. This includes but is not limited to the employment application and related materials, as well as complaints and grievances.
7. The employee has caused damage to County property or waste of County assets, through negligence or misconduct. Intentional abuse or destruction

of county property.

8. The employee is unsafe to himself, to other employees or to the public in the performance of their duties and responsibilities.
9. The employee has been inexcusably absent, has failed to receive prior approval for any absence, or has abandoned their position.
10. The employee has taken any action that discriminates on the basis of race, color, sexual orientation, gender, gender identity, religion, national origin, age, disability, or any other legally protected status.
11. The employee has engaged in prohibited political activities.
12. The employee has engaged in conduct - either during or outside of regular work hours - that brings discredit upon the County.
13. Theft of county property or unapproved use of county property for personal reasons.
14. Failure to meet standards of substance abuse rehabilitation programs.
15. The employee has violated the County's Code of Conduct or the State of New Mexico Governmental Conduct Act NMSA (1978) § 10-16-1 through 10-16-18.

- E. Consultation with County Manager and Human Resources Director**
Dismissal, demotion, and suspension require consultation with the County Manager, the Human Resources Director, and the employee's Department Head before implementation. Whenever such consultation is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the County Manager and Human Resource Officer as soon as practical.

8.2 Progressive Discipline

An employee shall be progressively disciplined if appropriate. Each case of inadequate performance or act of misconduct shall be judged individually. The step of corrective action used depends on the severity of the infraction and the employee's previous work record. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.

All actions involving substandard work performance, leading up to and including dismissal require progressive warnings.

A. Verbal Reprimand

A verbal reprimand is used for minor infractions such as informing the employee that his actions, behavior or conduct needs to change. A verbal reprimand is not grievable. A verbal reprimand must be documented with a copy provided to the employee. Record of a verbal reprimand remains in the department of origin unless or until it becomes part of a more serious disciplinary action.

B. Written Reprimand

1. An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used or if a verbal reprimand was not effective
2. A copy of a written reprimand shall be placed in the employee's personnel file by the Human Resource Director after the Department Head has provided the employee with the original statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, a witness will attest in writing that the statement was presented to the employee for signature. The witness' signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. The employee may respond with a written rebuttal, which shall be placed in the employee's personnel file. The placement of a written reprimand in an employee's personnel file is not grievable.

C. Suspension With Pay

An employee may be suspended with pay for a single serious offense or incident where in the opinion of the County Manager, it is in the County's best interests to remove the employee from the work environment.

D. Suspension Without Pay

An employee may be suspended without pay for a single serious offense or for continued inadequate job performance or misconduct after previous attempt(s) to correct the conduct have failed. Such suspension will not exceed ten (10) working days. Suspension of a regular employee is subject to Torrance County grievance procedures.

E. Demotion

An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the conduct have failed, provided that there exists a lower position in the County and the employee is meets the qualifications of the job. Demotion is not an appropriate disciplinary action for an employee who has a record of excessive absences or tardiness. Demotion of a regular employee is

subject to Torrance County grievance procedures.

F. Dismissal

Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance. Dismissal is also appropriate when the employee has engaged in behavior that is of a serious nature, which is unacceptable for County employees, even though the employee has not been previously disciplined. The dismissal of an employee shall be subject to Torrance County grievance procedures unless the employee's position is an at-will, exempt, or unclassified position.

SECTION 9. GRIEVANCE PROCEEDURES

9.1 Conditions or Actions Not Grievable

The following are not grievable:

- A. Disputes as to whether or not an established County practice or policy is good.
- B. Matters where a method of review is mandated by law.
- C. Matters where the County is without authority to act or does not have the ability to provide a remedy.
- D. Release of temporary employees prior to or at the end of their anticipated employment period.
- E. The dismissal of probationary employees prior to the expiration of their probationary period.
- F. The dismissal of part-time or appointed employees at any point during their employment with the County.
- G. The dismissal of term employees at any point during their employment with the County
- H. The layoff of an employee due to reorganization, lack of work, or lack of funds.

9.2 Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems with general working conditions.

Most grievances should be resolved at the lowest possible level and as informally as possible. The following procedures should be the last resort in addressing problems in the work place.

Step I. The affected employee shall discuss the problem with the first line supervisor and attempt to work out a solution. No written documentation is required and it is anticipated that most problems will be resolved at this level.

Step II. If the problem is not resolved by the supervisor, the employee may file a written complaint with the Department Head, Human Resources Director, or County Manager who shall intervene in an attempt to resolve the problem. The member of management who received the complaint shall meet with the affected employee and shall issue a written finding, which shall serve as the final decision.

9.3 Pre-Determination Hearings

An employee notified of possible suspension, demotion or dismissal or loss of pay shall be entitled to a Pre-Determination hearing before the appropriate department head or County Manager.

A. Notice

An employee shall be notified in writing at least 48 hours prior to date and time of determination hearing. The notice shall disclose the reasons for the proposed disciplinary action and all evidence supporting the reasons, and shall state the time, place, and date of the hearing.

B. Immediate Administrative Leave

An employee may be placed on administrative leave with pay pending the outcome of the pre-determination hearing.

C. Hearing Procedure

The hearing shall be informal and shall be conducted by the employee's department head or County Manager. Legal counsel will not be allowed; however, an employee may be accompanied by another employee. The purpose of the hearing is to provide the employee with a reasonable opportunity to address or refute the reasons for the proposed disciplinary action. Employees may respond to the notice of disciplinary action in writing in lieu of appearing at the hearing.

D. Waiver

The Hearing may be waived by the employee in which case the disciplinary action is effective immediately.

- E. **Decision**
The department head or County Manager shall render a final decision in writing within three (3) business days of the hearing or receipt of the written response to the disciplinary hearing.

- F. **Appeal**
An employee dissatisfied with the decision may file an appeal through the formal grievance process.

9.4 Formal Grievance Process

If an employee is not satisfied with the decision from the pre-determination hearing, they may file a written request for a formal grievance hearing. The formal grievance procedure applies only to those employees appealing suspension without pay, demotion, or dismissal.

- A. The final arbiter of suspensions, demotions, and dismissals shall be a Hearing Officer. The Hearing Officer has the authority to set hearings for appeals of suspension, demotion, or dismissal, determine issues of grievability on such appeals and to render decisions.

- B. An employee may file a written request for a formal grievance hearing. If an employee chooses to file a written request for a formal grievance hearing, they shall do so within three (3) working days after receipt of a pre-determination hearing decision.

- C. The Hearing Officer shall have the power to direct the County Manager to require the presence of county employees at any hearing conducted by the Hearing Officer for the purpose of testifying.

- D. The Hearing Officer shall not have the authority to amend, modify or arbitrate away any of the provisions of this division or the rules and regulations for employment relations. The Hearing Officer shall confine themselves to the precise issues submitted.

- E. The Hearing Officer shall be selected as follows:
 - 1. The county shall be responsible for issuing a request for proposals (RFP) for hearing officer services. In order to be eligible to serve as a hearing officer, the respondents must have at least three years experience in the area of employment law or human resource management, experience in conducting administrative hearings and the ability to render and write unbiased and impartial decisions.

2. The county shall be responsible for maintaining a list of at least five (5) hearing officers.
3. Within ten calendar days of receipt of a timely appeal from an employee or the employee's representative, the employee or employee's representative shall contact the human resources director or designee to select a hearing officer. A hearing officer shall be selected by the parties alternately striking the names off the list of hearing officers until only one name remains. The employee shall exercise the first strike.

F. The Hearing Officer Shall:

1. Prepare a written decision upholding, reversing or modifying the disciplinary action within 30 calendar days of the conclusion of the hearing. The decision shall contain findings of fact and conclusions of law. The decision shall be served on the parties by certified mail, return receipt requested.
2. Have the authority to only award back wages and county contributed benefits to the employee if the hearing officer has reversed or modified the disciplinary action. If the hearing officer awards back wages, the employee shall provide the county with a sworn statement of gross earnings and unemployment compensation since the effective date of the disciplinary action. The county shall be able to offset earnings and unemployment compensation received during the period against the back wages awarded. After a written decision is issued, the hearing officer shall retain jurisdiction of the case for the sole purpose of resolving any disputes regarding back wages and county contributed benefits.

G. Each party shall bear its own costs. The hearing officer's fees and expenses for a hearing shall be paid:

1. Equally by the county and employee if the employee's suspension, demotion or dismissal is modified by the Hearing Officer;
2. By the employee if the Hearing Officer finds in favor of the county; or
3. By the County if the hearing officer finds in favor of the employee.

H. The Hearing Officer's decision is appealable to District Court pursuant to the provisions of the Uniform Arbitration Act, NMSA 1978 § 44-7-22 et seq.

9.5 Complaints Regarding Discrimination

Complaints regarding discrimination based on race, color, religion, gender, gender identity, age, national origin, physical or mental disability, or any other protected status should be referred to the County Manager for prompt investigation and resolution.

SECTION 10. COMPENSATION AND BENEFIT PROGRAM

10.1 Hours of Work

- A.** The basic work week for employees begins at 12 a.m. Saturday and ends at 11:59 p.m. on Friday.
- B.** Employees will work their scheduled hours pursuant to work schedules established by their department heads. Actual work periods may fluctuate at the discretion of the department heads, subject to any federal or state statutory limitations relating to hours of work. Part-time employees are scheduled to work pursuant to scheduling set forth by their department heads and shall not exceed nineteen (19) hours per week.
- C.** Department Heads may adjust work schedules within any given workweek to avoid overtime, by allowing time off on one day of the workweek to compensate for extra hours worked on another day. The schedule must be flexed within the same workweek, not in another workweek even if it is in the same pay period.
- D.** Department heads who wish to set up schedules alternative to normal County business hours must submit them to the Human Resources Department and, in turn, to the County Manager for approval.
- E.** Except as otherwise provided, employees will not be paid for travel time from home to the site of their work within Torrance County or from the work site to their home.
- F.** Non-exempt Road Department employees who are assigned to work more than thirty (30) miles from their place of permanent residence shall be allowed a maximum of 1/2 hour per day of paid travel time. Under no circumstances shall an employee be entitled to claim reimbursement for the cost of travel to and from work without specific advance supervisor approval. The allowed travel time shall not be permitted to increase the total time worked per week so as to qualify for overtime pay. Eligible employees shall be at their job sites at the scheduled starting time, and leave may be granted for up to 1/2 hour at the end of the day, in compensation for allowable travel time. Actual travel time in excess of 1/2 hour a day shall not be allowed for compensation as leave time or wages,

whether or not the employee is traveling in a County vehicle.

- G. All employees electing to receive the use of a County vehicle for purposes of traveling to and from their home and work shall agree to the following: The value of the use of the County vehicle shall be treated as taxable income in accordance with the Internal Revenue Code.

10.2 Breaks

Full-time employees are allowed a one-half (1/2) hour unpaid lunch break. Full-time employees are entitled to two (2) fifteen minute breaks per day; employees working four (4) hours or less per day are entitled to one (1) fifteen minute break per day. Fifteen minute breaks are not to be added to the beginning or end of your lunch break.

Employees are expected to return and be ready for work on time from all breaks taken. Only supervisors may determine that breaks should be limited, delayed, or extended because of an emergency or unusual conditions.

10.3 Pay Periods and Timekeeping

The County shall have a two (2)-week pay period, beginning at 12 a.m. on alternate Saturdays and ending at 11:59 p.m. on the following second Friday. Employees shall be paid Bi-weekly, every other Thursday.

A. Employee's Responsibilities

All employees are responsible for the following:

1. To accurately record all work time using the appropriate time system.
2. Timely requesting leave through the designated time system.
3. To document overtime/compensatory time authorized by their respective supervisor in the timekeeping system.
4. To approve all hours worked and leave taken by noon the following Monday. Any failure to approve hours worked, may result in delay of an employee's paycheck.
5. Each employee is responsible for their own recordkeeping unless the employee is absent from work.

B. Department Head Responsibilities

1. To verify their employees' time worked.

2. To approve supervised employee's time worked in the timekeeping system.
3. Timely approve or deny all employee leave requests.
4. To have all time approved for the pay period by the following Monday at noon.

C. Failure to Comply

If an employee or Department Head fails to meet their responsibilities as stated above, their pay check will be held until the issue is resolved.

D. Distribution of Pay Checks

Direct Deposit is the preferred method of pay check delivery. If a paper pay check is provided to the employee, they will be distributed as determined by the County Manager.

E. Time Rounding

All times will be rounded to the beginning of the employee's scheduled shift.

10.4 Overtime Pay

Overtime pay shall be paid to non-exempt employees only when overtime work is authorized by the department head. Employees working overtime without proper authorization may be subject to disciplinary action. The rate shall be one and one-half (1 ½) times regular pay for each hour of overtime and such payment shall be made only in cases when a non-exempt employee works over forty (40) "**actual work hours**" in a normal work week. **Holiday, vacation, sick and other leave hours will not be considered "actual work hours"**. Overtime hours worked will be recorded for each non-exempt employee and submitted to the Payroll Officer for each pay period on the designated forms.

A. Exception to Forty (40) "Actual Work Hours" Rule

All non-exempt full-time Sheriff's Deputies will receive overtime pay for special projects or emergency situations authorized by the Sheriff's Department even if the deputy has not "actually worked" forty (40) hours in that work week. Special projects will include D.U.I. checkpoints, radar surveys, traffic safety education training classes, bicycle rodeos, seat belt enforcement, or any other programs that will be reimbursed by a grant or other available resources.

10.5 Shift Differential

Shift differential pay will be given only for the number of "actual work hours" per shift. All deputies and dispatchers who work on the swing or graveyard shift will receive shift

differential. The shift differential rates are as follows:

- A. Swing shift (4:01 p.m. to 12:00 a.m.) - thirty-five cents (.35) per hour
- B. Graveyard shift (12:01 a.m. to 8:00 a.m.) - forty-five cents (.45) per hour

10.6 Compensatory Time

Compensatory time is time off for hours worked beyond forty (40) hours. A FLSA classified employee may, at the discretion of the department head, accrue compensatory time in lieu of overtime payment at the rate of one and one half (1 ½) hours of time for each hour worked in excess of forty (40) "**actual work hours**". Compensatory time hours accrued and taken off shall be recorded for each non-exempt employee and submitted in the timekeeping system. Compensatory time shall be accrued only above thirty (30) minutes.

A. Compensatory Time Capped

Compensatory time shall be capped at 160 hours. Once an employee reaches 160 hours of compensatory time accrued, they shall be paid overtime. Employees who have accrued over 160 hours of compensatory time prior to the enactment of this ordinance shall be prohibited from accruing additional compensatory time and shall utilize the accrued compensatory time no later than five (5) years from the date of enactment of this ordinance.

B. Compensatory Time Not Available Under Forty Hours

Compensatory Time is only available for hours actually worked above forty (40). Any hours worked in excess of the employee's regular hours, but less than forty (40) hours, shall not be considered compensatory time.

10.7 Final Pay Check

An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation. Any employee who is dismissed shall receive a final paycheck by 5:00 P.M. on the fifth (5) day following dismissal, and verification that all County items have been returned. Day one begins the day of dismissal and includes Saturday and Sunday. In case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or if unnamed, to the employee's estate.

10.8 Personal Safety Equipment

An employee in a designated job with the County may be required to wear special equipment or clothing to perform the job function. An employee who requires special equipment or clothing shall be provided the special clothing or protective equipment or an allowance by the County. Any employee who does not wear their special equipment or clothing when required shall be subject to disciplinary action.

10.9 Gratuities

All employees are prohibited from accepting gifts or other considerations from vendors or other individuals or entities given with the intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the vendor involved. Employees will maintain the highest moral standards and any attempt to influence an employee's performance by a vendor or other person will be reported to the department head.

10.10 Per Diem and Mileage

All payments of per diem and mileage allowance to County employees will be made pursuant to policies established by the State of New Mexico. In no event shall any per diem allowances be made for travel by a County employee in connection with the employee's regular job duties within the boundaries of Tarrant County without the express advance approval of the department head.

10.11 PERA Benefits

All County employees, except temporary employees, are required to join the Public Employees Retirement Association of New Mexico (PERA). Copies of the latest PERA rules and provisions may be obtained in the office of the Human Resource Director.

10.12 Insurance Benefits

The County offers an extensive benefit plan to all full-time, appointed, exempt employees, and elected officials. Benefits are also available to part-time employees who work 20 or more hours per week and who are scheduled to be employed longer than six months. The County pays a portion of the premium for such benefits. Insurance plans may be changed at the discretion of the County Commission. Specific benefits of the current policy may be obtained from the Human Resources Director.

SECTION 11. LEAVE AND HOLIDAYS

11.1 Authorized Leave

Leave is any authorized absence, with or without pay, during regularly scheduled work hours, which is approved by the department head. The department head is responsible for the maintenance and transmittal of leave records to the Payroll Officer.

11.2 Unauthorized Leave

Absence without approved leave is subject to disciplinary action and loss of pay.

11.3 Holidays

Legal Holidays, including the date the holiday will be observed, will be designated by the Board of County Commissioners in January of each year. The following condition will

apply with respect to holidays and holiday pay:

- A. Regular full-time employees are entitled to holiday pay. Part-time, temporary appointed and exempt employees are not entitled to holiday pay. Holiday pay shall be one additional hour of pay for every hour "actually" worked on the during the regularly scheduled shift, if the employee's shift begins on the holiday.
- B. If a holiday falls on an employee's day off, the employee shall be granted an additional day off which shall be scheduled with the employee's supervisor within thirty (30) days of the holiday.
- C. When a holiday falls during an employee's vacation, the day shall be counted as a holiday, and not a vacation day.
- D. In order to receive pay for a designated legal holiday, an employee must be at work or on paid leave status on their scheduled workday immediately preceding and following the holiday. An employee absent without leave on their scheduled work day before or after a holiday will not receive pay for that holiday.
- E. When a holiday falls on a Saturday, it will be observed on the preceding Friday, and if the holiday falls on a Sunday, it will be observed on the following Monday.

11.4 Annual Leave With Pay

Full-time county employees accrue annual leave according to the following schedule:
(Note Section 3.5G)

<u>Hours Per Pay Period</u>	<u>Accrual Rate Per Pay Period</u>	<u>Years of Service</u>
72	3.23	Less than 3 years of service
72	3.78	3 or more but less than 7
72	4.61	7 or more but less than 11
72	5.45	11 or more but less than 15
72	6.00	15 or more years of service
80	3.47	Less than 3 years of service
80	4.08	3 or more but less than 7
80	5.00	7 or more but less than 11
80	5.93	11 or more but less than 15
80	6.54	15 or more years of service

Annual leave must be taken within the calendar year, with the following exception: Employees are allowed to carryover one hundred-sixty (160) hours of annual leave to the next calendar year.

- A.** An employee does not accrue annual leave for overtime or for annual leave during periods of leave without pay.
- B.** Annual leave will not be granted in advance of accrual.
- C.** Upon termination from County employment, an employee shall be paid for the employee's unused accrued annual leave, unless that employee is still in the probationary period.
- D.** An employee may take annual leave just prior to the employee's separation from county employment.
- E.** Annual leave should be requested and approved in advance. A reasonable effort shall be made to accommodate the employee's request, though approval shall be subject to advance notification and the needs of the department. If vacation time is requested by one or more employees at the same time, leave shall be granted in order of seniority.
- F.** Annual leave requests for more than 2 consecutive weeks, shall require the County Managers approval.
- G.** Part-time and temporary employees do not accrue annual leave.
- H.** A full-time regular employee may donate their annual or compensatory time to another full-time regular employee only with the following provisions:
 - 1. The employee donating the time has enough time accrued.
 - 2. The employee donating time shall retain 80 hours or more annual leave after leave is donated.
 - 3. Hours donated shall be converted to a dollar amount.
 - 4. The employee receiving the time shall have exhausted all of their time.
 - 5. The employee receiving the time is required to be on leave because of a serious health condition (either personal or immediate family), family emergency, or any other valid reason approved by the department head.
 - 6. Any donated time at the end of the medical emergency or when no longer needed shall revert to the donating employees on a prorated basis.
- I.** The minimum eligibility qualifications for receiving leave donations are:

1. Full-time employees who have completed their probationary periods.
2. A probationary employee may receive up to a maximum of eighty (80) hours of donated leave, with approval from the County Manager.
3. Part time and temporary employees are not eligible to donate or receive leave.
4. Employees wishing to receive vacation leave donations shall complete and submit a request form to the Human Resources Department. Employees are not permitted to directly solicit leave donations from other employees, either for themselves or for another employees.
5. Leave donations whether annual or compensatory leave, will go into a donation pool which is converted to dollar amount for each employee receiving donated time.

J. Appointed employees shall accrue annual leave at a rate of five (5) hours per pay period.

11.5 Sick Leave with Pay

Leave with pay is granted to a regular, exempt or appointed employee when a medical reason, such as described in 10.6 below, keeps the employee from performing the duties of the position.

- A.** All full-time employees shall accrue 3.69 hours per pay period of sick leave.
- B.** Accrued sick leave is capped at 480 hours. At no time will any employee be allowed to have more than 480 hours of sick leave.
- C.** There shall be no sick leave paid upon termination.
- D.** Part-time and temporary employees do not accrue sick leave.
- E.** Abuse of sick leave is subject to disciplinary action.
- F.** An employee cannot take sick leave just before the employee's separation from county employment without a medical provider's certificate or receipt of provider visit.
- G.** Appointed employees accrue sick leave at a rate of 4.61 hours per pay period.

11.6 Sick Leave Authorization

Sick leave may be authorized by the employee's supervisor when an employee is unable to perform normal job duties due to medical considerations including, but not limited to:

illness, injury, pregnancy, prearranged medical or dental examination, quarantine, therapy, counseling, and treatment, or when family member requires the personal attention of the employee. Authorization is subject to the approval of the department head. An employee may be terminated for abusing sick leave.

11.7 Medical Certification

A. Medical Provider's Certificate

A medical provider's certificate or receipt of provider visit is required when the employee is absent from work for more than three (3) consecutive days, or when sick leave of more than three (3) consecutive days is used due to the serious illness of a family member.

B. Physical Examination

The County may request that an employee have a medical examination when it appears to the department head that they cannot perform the essential functions of their position, when a pattern of sick leave develops, or when an employee advises the department head that they cannot perform his job for medical reasons.

11.8 Reporting Sick Leave

Sick leave shall be reported to the employee's supervisor by the employee or an immediate family member on a daily basis and as soon as possible but no longer than thirty (30) minutes after the beginning of the employee's work shift unless the nature of the illness requires extended leave certified by the employee's medical provider and of which the employee's supervisor is notified.

11.9 Use of Sick Leave during Probation Period

Probationary employees accrue sick leave in the manner set forth in 10.5 above. Use of sick leave shall be approved by the employee's supervisor on a day by day basis during the probationary period.

11.10 Bereavement Leave

In the event of the death of an employee's family member, the employee shall be entitled to bereavement leave with pay not to exceed three (3) days, upon approval of the department head. Employee shall provide documentation to determine eligibility.

11.11 Administrative Leave with Pay

Leave with pay may be authorized by the County Manager due to special or unforeseen circumstances where the Manager deems the absence is in the best interests of the County and/or the public.

11.12 Occupational Injury Time/Worker's Compensation

A. Worker's Compensation

Employees injured on the job or suffering from occupational diseases, as defined in the New Mexico Worker's Compensation Statute, shall receive Worker's Compensation benefits as prescribed by law. An employee may elect to continue group health coverage, with the employee and the employer paying their respective share of the premium, during an unpaid leave of absence for which worker's compensation is being paid for up to a period of four months, provided however, all other eligibility requirements must continue to be met for the period of continuation of coverage.

B. Pre-existing Injury

Newly hired employees shall be required to complete a certificate of pre-existing condition form. Pre-existing conditions shall be certified by a medical provider where the condition may affect their ability to perform the requirements of the position for which they are hired.

C. Americans with Disabilities Act

Torrance County Complies with the Americans with Disabilities Act. The County shall make reasonable accommodations to allow employees to perform the requirements of their jobs.

D. Injury Leave Pay

An employee injured on the job may use accrued annual or sick leave for each regularly scheduled work day after the injury occurs for all such days not paid by worker's compensation. If the employee is on worker's compensation time for more than four weeks, and is entitled to compensation for the first seven days and has used accrued annual or sick leave for the first seven days of injury, the worker's compensation payments received for all such days shall be paid directly to the County by the worker's compensation carrier. In that event, annual or sick leave used by the employee upon the County's receipt of the reimbursement by workers compensation shall be reinstated after the expiration of the statutory waiting period.

E. Medical Procedure

An employee who incurs a job related injury/illness, must go to the County designated medical provider, who will treat the employee or will refer the employee to another medical provider, depending on the nature of the problem. In circumstances of medical emergency, the employee should go to the nearest medical facility. Treatment subsequent to the emergency treatment will be coordinated by the County Manager or designee.

F. Return to Work

An employee shall return to his former position or be reassigned to a comparable

position if the employee's medical provider certifies that the employee can return to work within six (6) months. If an employee is unable to perform his assigned duties with reasonable accommodations the employee shall be medically terminated or reassigned within the County to a position for which they are qualified. If said position does not exist within the County the employee shall be terminated.

G. Modified Work Schedule

1. An employee returning from Worker's Compensation disability may return to light duty if an appropriate position is available and the employee's medical provider certifies that the employee can return to a modified work schedule.
2. Light duty is defined either as performing the same job as the employee held before the injury, or as performing the duties of another position for which the employee is qualified, for fewer than eight (8) hours each day or having reduced physical requirements for the full day or less than the full day.
3. The times and conditions of light duty will be determined by the employee's department head in conjunction with the County Manager.

H. Re-employment of County Employees Injured on the Job

If the County is hiring, a regular full-time employee who has received benefits pursuant to the Worker's Compensation Act and who was unable to return to work during the six (6) month period for which the County shall hold the employee's position open, may apply for his pre-injury job, a modified job similar to the pre-injury job, or any job that pays less than the pre-injury job provided that the employee is qualified for the job. The county shall rehire the regular full-time employee provided that the employee's treating health care provider certifies that the employee is fit to carry out the job without significant risk of injury.

11.13 Civic Duty Leave

An employee shall be given necessary time off with pay for the following:

A. Jury Duty

Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a work day, the employee shall return to duty if at least four (4) hours of County duty can be served in that work day. If the employee does not return to work, the balance of the day will be

charged to annual leave or leave without pay.

B. Court Appearance Time

When required by County duties or subpoenaed to appear before a court, Torrance County Grievance Board, public body or County Commission for the purpose of testifying in regard to County matters.

C. Voting

For purposes of a national, state, or local election, an employee who is registered to vote will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls on election day. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose work day begins more than two (2) hours subsequent to the time of the opening of the polls, or ends more than three (3) hours before the closing of the polls.

D. Emergency Volunteer Service Leave

1. A volunteer emergency responder, while acting in said capacity, may be absent from work for a period of ten (10) work days per calendar year in order to respond to emergencies or disasters.
2. The employee shall make reasonable efforts to notify their supervisor of the service and make reasonable notification efforts over the course of the absence.
3. The County may request an employee to provide a written verification from the Office of Emergency Management or a state or local official managing an emergency or disaster of the dates and time the employee served as a volunteer emergency responder to an emergency or disaster.
4. The County will charge against an employee's regular time any time the employee is absent from employment while serving as a volunteer emergency responder.
5. No employee shall be terminated, demoted or in any other manner discriminated against in the terms and conditions of employment because the employee, when serving as a volunteer emergency responder, is absent from work in order to respond to an emergency or disaster.

11.14 Administrative Leave Due to Inclement Weather and Hazardous Conditions

- A. County offices will be open for business except in cases of extreme conditions that may affect the ability of the County and its employees to safely conduct business. Generally, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather or hazardous conditions.
- B. Because of the key role County Government plays in any weather emergency, natural disaster, or other national or local emergency, it is expected that all employees who aid in the delivery of emergency services will report to work as scheduled, as long as they do not expose themselves to undue personal danger in doing so. Employees who report for work to provide emergency services will be paid at their normal rate of pay, and will be eligible for overtime under the standard guidelines.
- C. All office closures will be determined by County management, and will be broadcast on local television. If extreme weather conditions exist prior to the beginning of County work hours, employees should check local television for instructions. In the event of an announced closure or delayed opening of County offices by Management, employees will receive administrative leave for the hours of closure/delay. The County Manager shall develop a closure/delay policy for the implementation of this section.
- D. During those occasions when extreme weather conditions develop during County business hours, employees may be directed by a member of County Management to a place of safety within the building, or may be told to leave the premises. Under these circumstances, except as otherwise directed, employees should follow the same procedures as if they are leaving for the day, such as exiting out of software programs, turning off computers and peripheral devices, and securing County offices.

11.15 Military Leave for Reserve or National Guard Duties

- A. **Paid Military Leave for Reserve or National Guard Activities**
Paid military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days during a one-year period. Military leave must be requested twenty (20) days in advance. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.
- B. **Unpaid Military Leave**
Employees voluntary or involuntary serving in active duty for more than fifteen (15) working days shall be placed on leave without pay. The employee taking military leave will not first be required to exhaust annual and sick leave.

C. Employees Returning from Unpaid Military Leave

Any employee who leaves a position they have held with the County, other than a temporary position, to enter the armed forces of the United States, national guard or organized reserve, and who serves on active duty and is honorably discharged or released from active duty to complete their remaining service in a reserve component, and who is still qualified to perform the duties of the County position previously held, shall be re-employed in such position or in a position of like seniority, status, and pay. To be re-employed in such position, the employee must make application for re-employment within ninety (90) days after they are relieved from training or duty, or from hospitalization continuing after discharge for a period of not more than one (1) year.

1. The returning employee will be deemed to have accrued seniority and length of service rights as though their employment with the County had been continuous since the date of initial employment.
2. The returning employee shall retain all unused annual and sick leave accrued at the time of their departure for military service.

11.16 Lack of Work and Inclement Weather

The County may at its discretion, send an employee home when there is no work available as determined by the department head, and may close offices and send employees home due to inclement weather declared by the County Manager. Employees who are sent home by the County due to inclement weather, or other circumstances not covered in this policy manual, shall not be charged with leave for all normal work hours missed. Hours paid pursuant to this provision shall not be counted as hours worked for the computation of overtime.

11.17 Family Medical Leave Act

Torrance County is subject to and complies with the provisions of the Family Medical leave act of 1993 as enacted and amended. Torrance County implements the provisions of the Family Medical Leave Act (FMLA) based on a rolling twelve (12) month period. If an employee has exhausted their available sick leave, they shall be required to apply for FMLA after four (4) days of consecutive absences. If an employee is out on sick leave for two (2) consecutive weeks, the employee shall be required to apply for FMLA regardless of available leave.

11.18 Leave Without Pay

The County Manager may grant regular employees leave without pay (LWOP) for up to three (3) days in any rolling six (6) month period. Employees shall be required to provide the County Manager with a medical certificate.

11.19 Leave of Absence

The County Manager may grant a Leave of Absence of up to six (6) months, when in their opinion said absence is in the best interests of the County. A Leave of Absence is unpaid leave and is subject to the following:

A. Employee's Position Not Guaranteed

The employee's position is not guaranteed upon return. The County shall attempt to return the employee to the same or similar position for which the employee is qualified but is not required to do so.

B. Benefits at Employee's Expense

An employee on a Leave of Absence does not accrue leave, nor does the employee receive County benefits. An employee wishing to continue receiving insurance benefits may do so at the employee's expense by submitting the employee's and the County's share of the premium to the Payroll Officer on the regular pay day. Employees may use Annual Leave if available, during a Leave of Absence.

C. Family Medical Leave Act

Leave of Absence shall not be used for purposes covered by the Family Medical Leave Act (FMLA).

11.20 Reporting Leave

Employees are responsible for knowing how much leave they have and requesting leave through the County's timekeeping system.

SECTION 12. SAFETY

12.1 Torrance County Safety Policies and Procedures

County employees are expected to perform their duties in a safe and responsible manner. Specific policies and procedures regarding safety shall be governed by resolution.

SECTION 13. MISCELLANEOUS

13.1 Designated Work Areas

Employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep them neat and clean.

13.2 Personal Business

Personal business shall not be conducted during work hours with the exception of breaks and lunches. County employees should not conduct personal business within view or hearing of the public.

13.3 County Materials

Employees shall not misuse County property, records, or other material in their care, control or custody. County property, records, or other material shall not be removed from the premises of the County offices unless permission has been given by the department head. Employees shall not use County property, records or equipment for personal use.

13.4 County Property

The County Manager or designee shall track all property and equipment issued to County employees and/or elected officials for the performance of their job and/or elected duties. County employees and/or elected officials shall not receive county property at their personal residence or personal place of business. Storage of county property by county employees or elected officials shall only occur with the permission of the County Manager or designee and shall be documented with appropriate justification and location of said property. At the time that an employee is voluntarily or involuntarily terminated or an elected official's term in office shall end, the employee / elected official shall return all County property to the County Manager or designee who shall certify the proper return of said property.

13.5 County Vehicles

County vehicles shall only be used only for County business and commuting to and from work, if required for a work-related purpose. County vehicles shall not be used for personal business, except where incidental to commuting as determined by the employee's department head.

13.6 Dress and Appearance

Dress, grooming and personal-cleanliness standards contribute to the morale of all employees and affect the image the County presents to the general public. Employees are constantly in the public eye. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

- A. Department heads are responsible for determining and enforcing the dress standards for their respective areas of responsibility.
- B. The County reserves the right to advise any employee at any time that his/her grooming, attire or appearance is unacceptable.
- C. After having been so advised, the employee will be expected to comply with the suggested change. Failure to do so will result in discipline. Repeated lack of

compliance may result in further disciplinary action, up to and including termination of employment.

- D. Employees who are required to wear uniforms of any type in the performance of their duties will be provided such uniforms by the County. Uniforms that are provided by the County become the property of the employee during the employment service to the County. Laundering, cleaning and general upkeep of uniforms is the responsibility of each employee. Uniforms which do not qualify for exemption from taxation, will be appropriately taxed by the Finance Department.
- E. Uniforms provided by the County shall be worn only while performing official County duties and, except in the performance of official duties, shall in no event be worn in bars, liquor establishments or places of public entertainment.

13.7 Employee Payroll and Personnel Files

Subsequent to hiring, a separate file shall be prepared and maintained for each employee. These records shall be kept in the Human Resource Director's office. It is the responsibility of each department head to insure that the records of the employees are completed and up-to-date.

13.8 Maintenance of Personnel Files

Such records shall be considered confidential and not available for public inspection. Physical access to an employee's records shall be in the control of the Human Resources Director. An employee's records may be reviewed by the employee, the employee's department head, and the department head of the department to which an employee may be transferred, the County Manager, the County Commission, the County Attorney, and Grievance Hearing Officers. If an employee wishes someone other than those authorized to have access to the employee's file, he must request so in writing.

13.9 Media Relations

Statements to the public on behalf of the County are to be made only by the County Manager or Deputy County Manager. Elected Officials may make statements on behalf of their individual departments. County employees contacted by the media shall direct inquiries to the County Manager, Deputy County Manager or Public Information Officer. No County employee shall make a public statement on any matter involving litigation or personnel matters without express authorization from the County Manager.

13.10 Social Media

Torrance County respects the desire of employees to participate in social media during their personal time. The use of social media is strictly prohibited during work hours unless they are authorized by the County Manager to do so. Social media, for purposes of this policy include blogs, microblogs, message boards, chat rooms, electronic newsletters,

online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner. In general, employees who participate in social media are free to publish their own personal information without restrictions by Torrance County. Employees must avoid, however, posting information that could place the County at a competitive disadvantage or cause financial damage or liability to Torrance County. If an employee chooses to identify himself or herself as an employee of Torrance County on a personal website or blog, he or she must adhere to the following guidelines.

- A.** Employees must make it clear to the readers that the views expressed are the employees alone and they do not necessarily reflect the views of Torrance County. Employees are prohibited from acting as a spokesperson for Torrance County or posting comments as a representative of the County. If employees choose to publish content after-hours that involves their work or subjects regarding Torrance County, a disclaimer should be used, such as “The postings on this site are my own and do not represent Torrance County’s positions, strategies or opinions.”
- B.** Employees may not use the County’s logo on any personal social media network without permission from the County Manager in writing.
- C.** Employees may not disclose any information that is confidential or proprietary to Torrance County or to any third party that has disclosed information to the County. Consult with the County Manager for guidance to what constitutes as confidential information.
- D.** Employees are responsible for maintaining the county’s positive reputation and presenting the County in a manner that safeguards the positive reputation of themselves, as well as, the county’s employees, managers, etc.
- E.** If social media activity is compromising, defaming, releases confidential information, or libelous, Torrance County may request a cessation of such commentary and the employee may be subject to disciplinary action up to and including termination.
- F.** Employees need to know and adhere to Torrance County’s or their department’s Code of Conduct, The Torrance County Employee Handbook, Standard Operating Procedures and/or other Torrance County Policies when using social media regarding Torrance County.
- G.** Employees should be aware of the impact their actions may have on their images, as well as Torrance County’s image. The information that employees post or

publish may be public information for a long time.

- H. Employees should be aware that Torrance County may observe content and information made available by employees through social media. Employees should use their best judgment when posting or sharing material. Employees should avoid posting material that is either inappropriate or harmful to Torrance County or its employees.
- I. Although not an exhaustive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
- J. Social media networks, blogs, and other types of online content sometime generate press and media attention or legal questions. Employees should refer these inquiries to the County Manager.
- K. Employees should get permission from the County Manager before referring to or posting images of current or former employees. Additionally, employees should get appropriate permission to use a third party's pictures, copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- L. Social media use should not interfere with employee's responsibilities for Torrance County. Torrance County's computer system and cell phones are to be used for business purposes only. Department Heads and the County Manager shall determine if an employee is authorized to access social media. Authorization shall only be granted for County business/official purposes. Accessing social media for non-work-related activities is prohibited during work hours.
- M. Subject to applicable law, after-hours online activity that violates Torrance County's Code of Conduct, departmental Codes of Conduct, Standard Operating Procedures, or any other Torrance County policy may subject an employee to disciplinary action or termination.

13.11 Technology and Equipment Usage

Usage of County Technology and Equipment is governed by the Torrance County Information Technology Policy. Violation of any of the provisions contained therein may be cause for disciplinary action up to and including termination.

13.12 U.S. Mail, Telephone and Cell Phone Usage

- A.** The U.S. mail delivery systems are resources available for use within the course and scope of employment and should not be used for personal reasons. Employees' use of these systems has the effect of granting permission to Management to access, read and print any messages created or received using the systems.
- B.** On those occasions an employee needs to receive or make a personal telephone call or email, the calls/transmissions should be brief and infrequent. Long-distance personal calls resulting in charges to the County are discouraged and must be reimbursed to the County within thirty (30) calendar days. Upon termination of employment, any outstanding charges will be billed to the employee.
- C.** County records involving telephone and the U.S. mail are subject to access by management and potentially to public disclosure. Therefore, employees should assure that the information contained therein is accurate, appropriate and lawful.
- D.** County mail systems shall not be used to create or send any offensive or inappropriate message. Among those which are considered offensive or inappropriate are any messages which contain sexually suggestive statements or implications; racial, gender or religious slurs or proselytizing; or those containing vulgar or profane language.
- E.** County mail systems shall not be used to solicit for outside business ventures, personal parties, charities or membership in any political, social and/or religious organizations.
- F.** Employees shall keep personal phone calls to a minimum while on-duty, whether they are using the County landline or cell-phone services, or the employees' personal cell-phones.
- G.** Employees shall abide by acceptable business etiquette for cell-phone use by placing phones on vibrate during meetings.
- H.** County cell phones and pagers are to be used primarily for County business. Employees' airtime must remain within the parameters of their assigned calling Plan as established by Management. Employees may not use cell phones or pagers to conduct business for others or themselves. Employees may never use County phones or pagers to call 900 numbers. Additional charges or overages charged to the County as a result of misuse will be submitted to the employee for reimbursement to the County.

- I. Cell phone bills are reviewed to determine if there has been any abuse of the system. Such abuse includes excessive personal calls or making inappropriate or harassing calls. Violations of the County phone policy may lead to disciplinary action up to and including termination of employment.
- J. County issued electronic devices are County property and are to be turned in upon separation from County employment.
- K. State statute prohibits the use of cellular phone(s) while driving unless a hands-free device is used. Departments should strongly discourage cellular phone/PDA use while driving, even if the employee is using a hands-free device. Employees are also prohibited from using a cellular phone/PDA for any other purpose such as text messaging, e-mail, running applications, etc. while operating a County vehicle or their own vehicle on County business. Employees are required to stop their vehicle prior to using a cellular phone/PDA if they do not have a hand-free device or to use any other functionality of a cellular phone/PDA. The County will not reimburse employees receiving a citation and paying a fine for violating the referenced statute.

13.13 Exit Interview

The County Manger or their designee shall issue a Separation Notice to the terminating employee. The Separation Notice indicates all equipment and/or county property has been turned in, the reason for termination, evaluates the employee's performance and if rehire action is recommended.

In addition, the employee will return all County property including, but not limited to: any keys, I D cards, vehicles, supplies, electronic equipment, telephones, company manuals, policy books, uniforms, tools, or any other equipment that may be in the employee/elected official's possession. The employee/elected official's final paycheck shall be withheld until all County property is returned.

The employee will contact Human Resources to schedule an exit interview on his/her last day of employment. An exit interview with Human Resources will not be conducted UNTIL the separation notice has been received by Human Resources. This interview will consist of the following:

- A. **Public Employees Retirement Association**
All employees will complete a PERA Termination Notice based on their current PERA affiliation to include designating one of the disbursement options (if applicable).
- B. **Insurance Benefits**
Medical, dental, vision, and life insurance will normally end on the last day of

the month in which the employee's last day of employment occurs. Employees have the right/option to convert to individual insurance benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations. Human Resources will notify the organizations administrating compliance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations, who in turn contacts the employee.

C. Additional Items

The employee may fill out a questionnaire concerning employment with Torrance County in order to disclose any issues they would like to share prior to termination.

13.14 Additional Rules

Employees shall obey all additional rules, directives and requests stated verbally or in writing by their supervisors. Employees are generally required to follow all standards, rules, procedures and policies that are similar or normally expected in the work place.

1 TORRANCE COUNTY
2 BOARD OF COUNTY COMMISSIONERS
3 ORDINANCE NO. 2019-
4

5 TORRANCE COUNTY PERSONNEL ORDINANCE 2019
6

7 WHEREAS, The Torrance County Board of Commissioners is charged with protecting
8 the health, safety, and welfare of the citizens of Torrance County; and,

9 WHEREAS, in order to achieve the goals, responsibilities, statutory and constitutional
10 obligations of the County, the Commission must retain numerous employees with varying skill
11 sets and capabilities; and,

12 WHEREAS, the Commission desires to create a productive work environment for all its
13 employees; and,

14 WHEREAS, the County must make clear to all of its employees the terms, conditions,
15 potential disciplinary actions, and expectations of every County employee;

16 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
17 TORRANCE COUNTY, NEW MEXICO that the attached document entitled "Torrance
18 County Personnel Ordinance 2019" is hereby adopted; and

19 BE IT FURTHER ORDAINED that this ordinance supersedes any previously adopted
20 resolution, policy, or ordinance, and those policies are hereby repealed.

21 DONE THIS 26th DAY OF June, 2019.

22
23
24 APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

25
26
27 _____
County Attorney

Date

27 _____
Ryan Schwebach, Chair

28
29
30 _____
31 Javier Sanchez, Vice Chair
32

33 ATTEST:

34 _____
Kevin McCall, Member

35
36 _____
Linda Jaramillo, County Clerk

1

2 Date: _____



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2019-

Budget Increase Taylor Grazing ACT

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 26th, 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, Torrance County requests authorization for the following amended budget increase: *(See Attachment A)*
NOW THEREFORE BE IT RESOLVED, Torrance County respectfully requests approval for the attached budget increase in the FY 2018-19 budget from Department of Finance and Administration.

DONE at Estancia, New Mexico Torrance County this 26th day of June 2019.

Torrance County Board of Commissioners

Kevin McCall, District 1

Ryan Schwebach, District 2

Javier E. Sanchez District 3

Attest:

Linda Jaramillo
Torrance County Clerk

Vote Record

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



DFA Approval



*Agenda Item
No. 11-B*

TORRANCE COUNTY
RESOLUTION NUMBER _____

**A Resolution Designating the Polling Places and Consolidation of Precincts;
Voting Convenient Centers for the 2019 Local Election, the 2020 Primary
Election and 2020 General Election**

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, requires that no later than June or July of each odd-numbered year, the Board of County Commissioners shall by resolution designate the polling places of each precinct that shall provide individuals with physical mobility limitations an unobstructed access to at least one voting machine; and

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-4, states that precincts may be consolidated by the Board of County Commissioners for Local, Primary and General Elections. When precincts are consolidated for Local, Primary and General Elections, the resolution shall state which precincts have been consolidated and the designation of the polling place. In addition, any voter of the county shall be allowed to vote in any consolidated precinct polling location in the county; each consolidated precinct shall be composed of no more than ten precincts; each consolidated precinct shall comply with the provisions of Section 1-3-7 NMSA 1978; and each consolidated precinct shall have broadband internet connection and real-time access to the statewide voter registration electronic management system.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the polling places for the 2019 Local Election, the 2020 Primary Election and the 2020 General Elections as follows:

Voting Convenience Centers (VCC)

(Any voter of the county shall be allowed to vote on a regular ballot at any Voter Convenience Center in the County.)

<u>Precincts included in Consolidated Precinct</u>	<u>Polling Place(s)/Voting Convenience Center(s) Within Consolidated Precinct</u>
1 and 2	Estancia High School Gym 709 Hopewell, Estancia, N.M. 87016

3	Torreón Community Center 18 Torreón Heights Rd., Torreón N.M. 87061
4	Manzano Center 04 Community Center Rd, Manzano, NM 87036
5 and 17	Moriarty-Edgewood Schools Admin. Building 2422 US Route 66, Moriarty, N.M. 87035
6 ,13, 18 and 19	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035
7, 14 and 15	McIntosh Fire Station 757 Salt Mission Trail, McIntosh, N.M. 87032
8	Willard Community Center 520 N. Becker Ave., Willard, N.M. 87063
9 and 10	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036
11	Encino Community Center 527 A North Main Street Encino, N.M. 88321
16	Tajique Community Center 8636 Hwy 55 Tajique, N.M. 87016

<u>Traditional Voting Precinct (Pre-Printed Ballots)</u>	
12	Duran Fire Station 19 Vidal Street Duran, N.M. 88319
ABSENTEE/EARLY VOTING	
ALL PRECINCTS	Torrance County Admin. Building 205 9 TH Street, Estancia, N.M. 87016
ALTERNATE VOTING SITE	
ALL PRECINCTS	Moriarty Civic Center 202 Broadway Ave., Moriarty, N.M. 87035

MOBILE VOTING	
ALL PRECINCTS	Dr. Saul Community Center 111 N. Roosevelt, Mountainair, N.M. 87036
ALL PRECINCTS	McIntosh Fire Station 757 Salt Mission Trail, McIntosh, N.M. 87032
ALL PRECINCTS	Moriarty-Edgewood Schools Admin. Building 2422 US Route 66, Moriarty, N.M. 87035

Passed this 26th of June, 2019

BOARD OF COUNTY COMMISSIONERS

Ryan Schwebach, Chairman

Javier Sanchez, Vice Chair

Kevin McCall-Member

ATTEST:

Linda Jaramillo-County Clerk



*Agenda Item
No. 11-C*



*Agenda Item
No. 11-D*



TORRANCE COUNTY PURCHASING POLICY

Resolution 2019 - ____

SECTION I: GENERAL PROVISIONS

- 1.1 **User Applicability.** This Purchasing Policy (hereinafter referred to as "Policy") and its procedures apply to Elected Officials, all departments, agencies, personnel, individuals, or other users authorized to make purchases from public funds budgeted and administered by, or otherwise under the supervision of, Torrance County Government. The purchasing function shall be conducted in a manner above reproach, with complete impartiality and without preferential treatment. Users shall avoid any conflicts of interest.
- 1.2 **Administration.** The Chief Procurement Officer shall be responsible for the administration of this Policy to insure that all provisions of law and this policy are followed. Supplements issued by the Chief Procurement Officers shall be approved by the County Commission and copies of all supplements shall be attached to and made a part of this policy. Upon the absence of the Chief Procurement Officer, the Finance Director will be responsible for administration of this Policy.
- 1.3 **Implementation.**
- A. **Chief Procurement Officer and Purchasing Office.** The Chief Procurement Officer and Purchasing Office are the general terms for the individuals or offices designated by the County Commission to fulfill the responsibility and functions of the Chief Procurement Officer and Purchasing Office as provided in this Policy.
- B. **Finance Department.** The term Finance Department is used to describe the office and/or personnel directly responsible for establishing budgetary control for expenditure of funds and accounts payable procedures for payment of purchases made.
- 1.4 **User Authority and Responsibility.**
- A. Only individuals authorized by the department's Elected Official or Department Director shall be permitted to Request Torrance County purchases consistent with the provisions

of this Policy. Authorization shall be submitted to the Chief Procurement Officer. All authorized users shall receive and sign for a copy of this policy, and shall thereby be responsible for the knowledge and appropriate compliance and use of the provisions of this Policy.

- B. An Authorized user affidavit shall be signed and kept on file in the Finance Office. Without the signed affidavit by the Elected Department Official or Department Director no Purchase Order will be issued.
- C. Authorized users may contact vendors to obtain technical information, prices, and delivery information for planning purposes. Purchasing office personnel will review the technical information, confirm prices are reasonable, ensure availability of County funds, and issue a purchase order. All quotations documented or received by users shall be attached to the purchase order.

- 1.5 **Definition of a Purchase.** For the purpose of this Policy, a purchase is the commitment, obligation, and/or expenditure of Torrance County supervised funds to obtain goods or services.
- 1.6 **Purchase Order.** A document generated by the County for the purpose of procuring goods or services from an authorized vendor. Purchase Orders shall include but not be limited to descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, and other associated terms and/or conditions. Purchase Orders are issued to a specific vendor and when accepted by the vendor, becomes a binding contract between the parties.
- 1.7 **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 comply with the provisions of the State Statutes, particularly the State Procurement Code (NMSA 13.1.1-13.1.199) and the provisions 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 to the County Manager for County Commission review and determination under the provisions of this Policy.
- 1.8 **Commission Approval of Unauthorized Purchases.** Any purchase determined to be unauthorized shall be considered for approval of payment at a public meeting of the County Commission. Unauthorized purchases shall not be approved or processed for payment prior to Commission approval, and commission meeting minutes shall be attached to the purchasing transaction file for audit purposes.
- 1.9 **Civil Penalties.** Persons knowingly violating the State Procurement Code, this Policy, or State law may be subjected to a civil penalty each violation in accordance with New Mexico State Statutes.
- 1.10 **Consistency with State Procurement Code.** The provisions of this Policy are subject to change in accordance with New Mexico Statute updates or State Procurement Code revisions. Any revision that is inconsistent with the provisions of this Policy shall be resolved in favor of the State Statutes or State Procurement Code. All authorized users shall be given a copy of each revision and notified that it is in effect.

- 1.11 **Interpretation of Policy and Supplements.** In any case that a provision of this Policy is vague or unclear, the County Manager and/or County Attorney shall provide a written supplement for clarification of the provision, which shall be implemented by all departments and offices.

SECTION II: STANDARD PURCHASING PROCEDURE

- 2.1 **Standard Purchasing Procedure Applicability.** "Standard Purchases" are described as systematic, planned, and necessary purchases for administration and operation of a project, division, and/or department. There shall be no exception to these standard procedures except as provided in "Emergency Purchases Procedures" in Section III of this Policy.
- 2.2 **Requesting a Purchase: Requisition for Purchase.** All standard purchases as authorized by this section require that a Torrance County *Purchase Order* be issued prior to placing an order or making a purchase. *Purchase Orders* shall only be issued after proper approval and submission of a *Requisition for Purchase Form*. All *Requisition for Purchase Forms* shall be submitted to the Purchasing Office or a designated Authorized Purchaser for approval. The Chief Procurement Officer or any employee designated as an Authorized Purchaser has the right to refuse approval of any request for purchase. The *Requisition for Purchase* form shall contain all information as required by the Chief Procurement Officer to include, but not limited to, the following:
- A. **Vendor Name and Complete Address** - the business to which the purchase order will be issued as well as the complete address for that vendor.
 - B. **Vendor Number** - to be taken from the mainframe database or listing of vendors. Numbers for new vendors shall be assigned only through the Finance Department. A vendor number shall be on file for the vendor prior to issuance of a purchase order.
 - C. **Quantity** - specify a unit and the approximate amount per unit being requested. Units may be "each", "box", "gals.", "reams", "pounds", etc. If exact quantity is not known, users shall provide the best estimate of quantity.
 - D. **Description of Item** - the description of the items or services shall be sufficiently complete to identify the item being purchased. Services that have been obtained through the use of an agreement shall reference the agreement number and attach a copy of the agreement. Services that have been obtained through the use of a bid shall reference the bid number.
 - E. **Unit Cost** – estimated cost per unit needs to be included.
 - F. **Total Cost** - Calculation of the quantity multiplied by the unit cost. If exact cost cannot be determined, users shall provide the best estimate of cost.
 - G. **Department** - enter name of department or division initiating the purchase order.
 - H. **Department Approval** - Signature of the department head or authorized user, as

recorded by the Purchasing Office.

- I. **Line Item** - the appropriate budget line item account number to be charged. It is the authorized user's responsibility to assign the correct line item account number to the purchase order. Multiple line item accounts may be included in the purchase order.
- J. **Quotes** – shall be annotated on *Requisition for Purchase Form* and attached.

2.3 **Authorization of Purchase Orders.** Once a *Requisition for Purchase Form* is completed and the purchase is properly authorized, the Purchasing Officer shall issue a *Purchase Order* that includes date of authorization and number assignment. The user department shall inform the vendor that the purchase order number shall be included on any invoice submitted to the County for payment.

Purchases executed prior to obtaining a purchase order are prohibited except as otherwise provided in "Non-Standard and Emergency Purchasing Procedures", Section III of this Policy.

Adding different items to a purchase order after it has been authorized is prohibited. However, a purchase order may be corrected provided that there is a reasonable explanation for the correction and funds are available. A purchase order correction form shall be completed by the user department head and approved by the Chief Procurement Officer and County Manager or designee prior to submitting the invoice for payment.

2.4 **Invoices.** An invoice is an itemized list submitted by the vendor to the County for payment of material or services delivered to the County. It is the responsibility of the vendor to insure that a purchase order is provided prior to issuing materials or services and the vendor shall include the purchase order number on the invoice submitted to the County for payment. In cases where purchase order numbers are not included on the invoice, the vendor shall be informed of their responsibility to include this information. The Finance Department, at its discretion, is authorized to return any invoices, which do not reference a valid purchase order number. The County will not be responsible for purchases made without an executed and authorized purchase order.

The vendor shall be notified that repeated improper invoicing is sufficient cause to exclude the vendor from the County's purchasing program. Also, the County may refuse payment in any case that there is an unauthorized purchase. All invoices shall be mailed to the County Manager's Office at PO Box 48 Estancia, NM 87016. Payment will not be guaranteed for any other invoices sent to other addresses.

- A. **Utilities.** All utility invoices (county cell phones, office phones, fax, internet, electric, gas, water, sewer, etc.) shall be processed by the Finance Department and a *Receiving and Accounts Payable Report* created. A copy of the invoice and *Receiving and Accounts Payable Report* will be sent to the respective departments for their records. Department heads shall be responsible for reviewing all utility invoices and Receiving and Accounts Payable Reports and notifying the Finance Department of any discrepancies or billing inaccuracies.
- B. **Verification of Invoices.** Invoices other than invoices for utilities, shall be received, date stamped, and distributed via email to the respective department by the finance department

within one business day of receipt. All invoices shall be reviewed by user departments prior to payment to insure materials or services have been received and to certify authorization for payment. A ***Receiving and Accounts Payable Report*** shall be fully executed, including an authorized signature, in order for an invoice to be processed for payment. It will be the responsibility of user departments to insure outstanding invoices are promptly submitted for payment within 10 days of receipt from Finance Department.

- C. **Processing for Payment.** The Finance Department will insure that all invoices received are appropriately authorized and certified prior to payment. The Finance Department shall be responsible for insuring that appropriate procedures are established and used for payment after invoices are received to include timely payments and to insure that discounts are received and late charges avoided.
- D. **Payments.** No reissue of a check shall happen until 90 days have passed after receiving the affidavit for duplicate check, from the vendor stating non-receipt/lost check.

2.5 **Accounts Payable Receiving & Accounts Payable Report.** All ***Receiving and Accounts Payable Report*** forms shall be completed in full when submitting invoices for payment to the Finance Department. ***Receiving and Accounts Payable Report*** to be completed as followed:

- A. **Receiving Department** - department that received goods or services that s be paid for.
- B. **Vendor #** - to be taken from the mainframe database or listing of vendors. Numbers for new vendors shall be assigned only through the Finance Department. A vendor number shall be on file for the vendor prior to issuance of a purchase order.
- C. **Company Received From** – name of vendor where goods or services were received from
- D. **Remittance Address** – address that payments shall be sent to.
- E. **Line Item** - the appropriate budget line item account number to be charged. It is the authorized user's responsibility to assign the correct line item account number to the ***Receiving and Accounts Payable Report***. Multiple line item accounts may be included in the ***Receiving and Accounts Payable Report***.
- F. **Purchase Order #** - purchase order number assigned by the Chief Procurement Officer or other Finance Department Official.
- G. **Invoice #** - Number that is stated on invoice to be paid.
- H. **Account #** - Number assigned to purchaser from vendor.
- I. **Quantity** - specific unit and the amount being requested for payment. Units may be "each", "box", "gals.", "reams", "pounds", etc.
- J. **Description of Item(s)** - the description of the item(s) or service(s) shall be sufficiently complete to identify the item(s) received. Service(s) that have been obtained through the use of a purchase agreement shall reference the agreement number and a copy of the agreement shall be attached. Services(s) or item(s) that have been procured through a competitive sealed bid process shall reference the bid number in accordance with State procurement

Code.

K. Shipment status –

1. Complete shipment (close PO)
2. Partial shipment (keep PO open)
3. Good (shipment accepted)
4. Damaged (shipment returned) explain- explanation of why shipment was returned/damaged.

L. Special Instructions – Additional notes about payment for information on an invoice.

M. Department Approval – Signature of authorized user

N. Reviewed for Payment – Finance Department use only.

2.6 Submittal of Documents to Finance. All documents that are submitted to the Finance Department shall be in original, typed, and with no alterations (i.e. whiteout, scratched out, marked through, etc.). All documents shall not be stapled upon submitting to Finance Department. All documentation requiring notarization shall be notarized prior to acceptance by the Finance Department.

2.7 Inaccurate Documentation. Any documents submitted to the Finance Department containing errors (i.e. incorrect purchase order numbers, dates, vendor numbers, etc.), shall be returned to the submitting department for correction. Documents so returned, shall be resubmitted to the Finance Department within four working days, unless otherwise advised by Finance Department.

2.8 Over Expenditures. A purchase order shall not be issued, approved, or processed in a case where the indicated line item will be over expended, except as approved by the Finance Director in accordance with State and County regulations and provisions, and provided there are legally sufficient budget balances available elsewhere. It shall be the primary responsibility of the authorized user to insure sufficient funds are available prior to initiating a request for purchase. The Finance Director shall provide sufficient information, data, or reports, upon request, to keep authorized users properly updated on budget balances, and shall notify any office, department, or agency head, after analysis of the monthly budget report, of any indications of any existing or impending budget balance problems.

2.9 **Competitive Purchases.** Authorized users shall insure that all purchases are made at the best possible prices. Purchases shall be made in accordance with the following provisions:

- A. **\$2,499 or Less.** Purchases may be processed after obtaining the best price from vendors. Award can be made if the authorized user/Chief Procurement Officer determines that the price received is reasonable. The authorized user/Chief Procurement Officer is not precluded from obtaining quotes from more than one vendor if the authorized user/Chief Procurement Officer determines that the price is not reasonable or determines that it is in the best interest of the County.
- B. **\$2,500 to \$4,999.99.** Written Quotes. Purchases shall be made according to the best obtainable price provided at least three (3) bona fide quotes from different vendors have been obtained for such purchases. It is the responsibility of the user to confirm prices, in writing, with an authorized representative of the company prior to requesting a purchase order. These quotes are required to be recorded on requisition for purchase form.
- C. **\$5,000 to \$24,999.99.** Written Quotes. Purchases shall be made according to the best obtainable price provided at least three (3) bona fide written quotes are obtained on the offerors official letterhead or quote form, and submitted for approval with the requisition for purchase form. If three (3) bona fide written quotes cannot be obtained, the authorized user shall submit written documentation to the Chief Procurement Officer as specified in section 2.6.E. The Chief Procurement Officer may, at his or her discretion, waive quotation procedures if the written explanation is deemed sufficient and reasonable.
- D. **\$25,000 and Above.** All purchases exceeding \$25,000 require formal bid procedures as specified by State regulations and shall be processed and executed by the Chief Procurement Officer, through formal procedures. Bids may be rejected in the event that they are in excess of budgetary limits, are non-responsive to specifications, or due to irregularities in the bids specifications.
- E. **Documented and Written Quote Exceptions.** In the event there are not three (3) known vendors which have materials/services available, less than three (3) quotes are permissible provided the user attaches the quotes obtained and identifies, on the quote form or on separate attachment, the names of other vendors contacted who could not provide the materials/services. Written Quote Exceptions are outline in NMAC (1978) § 1.4.1.51(A).
- F. **State Purchasing Contracts and Cooperative Bid Exceptions.** Quotations or bids are not required for purchases under this section. Purchases may be made providing that the vendor has a Statewide Purchasing Contract or a qualified, documented procurement done by another State or local government agency. Any such purchase shall include appropriate written authorization for Torrance County's use, either in the original solicitation or in writing by both the original procuring agency and the vendor. The Purchasing Office shall keep copies of all state or other such contracts for a period of seven years.

State purchasing contract numbers shall be identified on the purchase order requisition

and a copy of the contract shall be attached to the permanent copy of the purchase order.

The County may purchase items cooperatively through another public body's bid process consistent with State regulations.

G. Bid Specifications. Specifications shall be written primarily to address the need of the County for a specific item to perform a specific function. Specifications written for purchases shall not be "closed or exclusive", or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by wording "or equal" and all specifications regardless of wording shall be considered as "or equal". It shall be the authorized user's responsibility to insure that all specialized technical aspects of specifications are correct and appropriate. It shall be the Chief Procurement Officer's responsibility to review and insure that all other provisions, procedures and considerations are correct and appropriate, and to address any questionable, unusual or inappropriate specifications prior to processing.

2.10 Sole Source Purchase. A sole source purchase is only in cases where only one vendor provides the required good or service. The Chief Procurement Officer shall certify execute the sole source purchase according to the New Mexico State Procurement Code.

2.11 Procurement of Professional Services.

Professional services shall be procured at the best negotiated price, provided the following values are not exceeded:

Architectural or engineering professional services - \$50,000.

Landscape architectural or surveying professional services - \$10,000.

All other professional services - \$60,000.

Professional services having a value which exceeds the maximum values outlined above will be solicited as outlined in the Procurement Code.

2.12 Personal Use Prohibited. No purchases shall be made for the purpose of personal or private use.

SECTION III EMERGENCY PURCHASING PROCEDURES

3.1 Emergency Procedures: General Provisions. The provisions of this section apply to all purchases except those purchases subject to the standard purchasing procedures specified in Section II of this Policy. Generally, this section includes all purchases which are justifiably and are an emergency. It is the responsibility of the authorized user to insure that all purchases made under provisions of this section are immediate and unforeseen. Questionable purchases shall be reported to and reviewed by the County Manager. Purchases that could have been reasonably pre-planned or anticipated shall not be considered as an emergency or urgent purchases.

3.2 Emergency Purchases. Emergency purchases are permissible provided they are in accordance with the following provisions:

A. Emergency Purchases. An emergency purchase is permissible when there is an existing condition that creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or similar events. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction that cannot be met through normal procurement methods and the lack of which would:

1. Seriously threaten the functioning of government
2. The preservation or protection of property
3. The health or safety of any person.

B. An emergency condition. An emergency condition shall be determined by the County Manager with the concurrence of the Chief Procurement Officer. The central purchasing office shall maintain records of all emergency purchases for a minimum of three years.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the procurement file.

The Chief Procurement Officer shall certify and execute the emergency purchase according to the New Mexico State Procurement Code.

3.3 End of Fiscal Year. Special purchasing procedures shall be followed to insure that State Procurement Code and accurate accounting procedures to close out at the end of the fiscal year. Provisions are as follows:

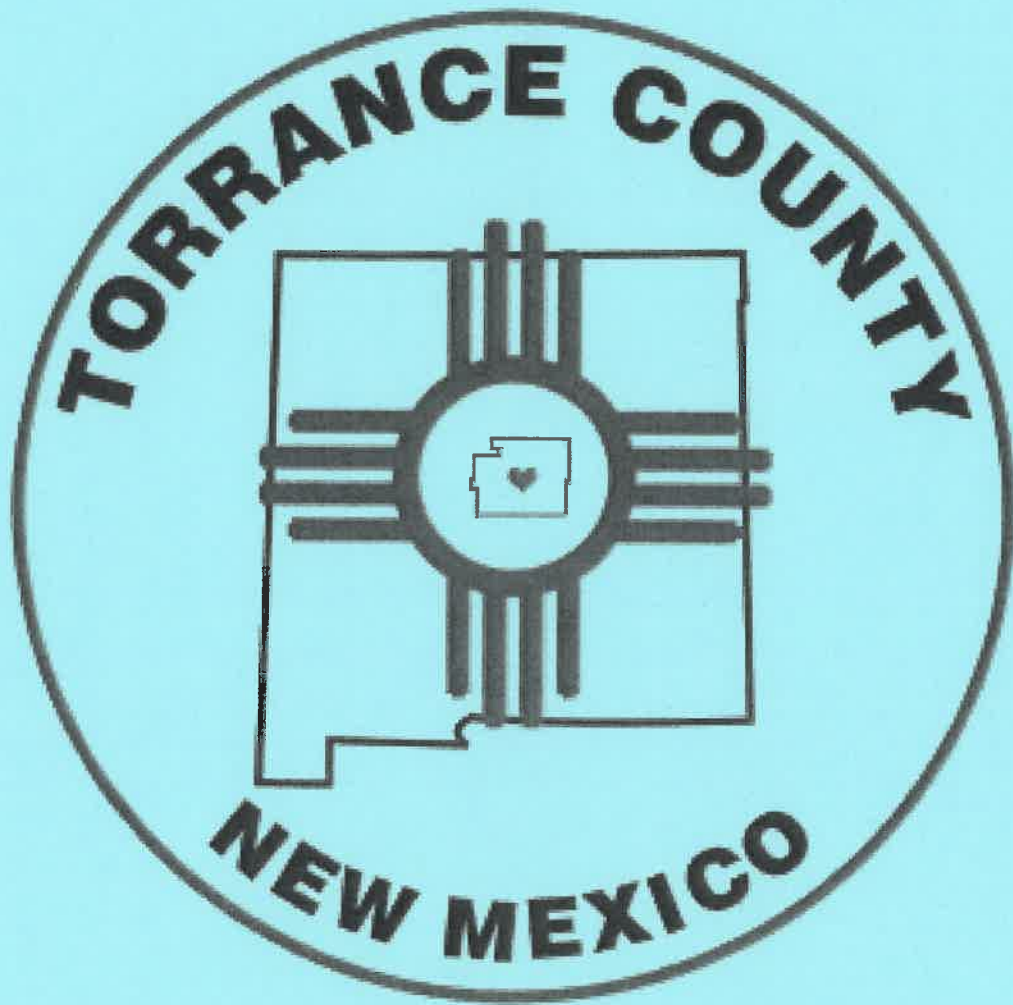
A. 30 Days Prior to Year Ending. 30 days prior to the end of the fiscal year, purchase orders shall be issued only for purchases in which invoices will be received and paid within an thirty (30) days, except as otherwise specifically approved by the Chief Procurement Officer and County Manager or designee. There shall be no purchases of any kind made, or purchase orders issued or processed within 30 days prior to the end of the fiscal year except in extreme emergencies or as specifically approved otherwise by the Chief Procurement Officer and County Manager or designee.

B. Fiscal Year End. All open purchases shall be voided at June 30th unless a written reason is provided to the Chief Procurement Officer and County Manager or designee as to why the purchase is delayed and the need to for the purchase order to carry forward to the next fiscal year.

4.1 Capital Assets. All Vehicles, Furniture or Equipment (greater than \$5,000) are subject to special delivery and control measures set forth in Torrance County's Purchasing Policy. Such measures are as follows:

A. Receiving Of Capital Assets. All receiving of Capital Assets shall be received at the Torrance County Administration Building, 205 S Ninth St. Estancia, NM 87016

- B. **Capital Assets.** All Capital Assets shall be received by the County Operations Manager and/or The Chief Procurement Officer. The Chief Procurement Officer and Operations Manager shall inspect each Capital Asset and compare it with the Purchase Order to ensure it is the correct item.
 - C. **Documentation.** Documentation shall be received and maintained by the Chief Procurement Officer. A Department may request a copy of all documentation from the Finance Department.
 - D. **Release.** The Capital Assets shall not be released to the Department of Purchase until it is service ready. Service ready being completely outfitted for the assets intended purpose. A department may receive and use a vehicle under temporary license plate if vehicle is service ready.
 - E. **Service Ready.** Asset is equipped with all required tools necessary for the asset to be used for its intended purpose. Assets is tagged and inventoried appropriately.
- 4.2 **Failure to Comply.** Failing to comply with this policy, an employee can be held accountable under the Torrance County Personnel Policy and may be subject to penalties in accordance with NMSA 13.1.199.



*Agenda Item
No. 11-E*

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

**A RESOLUTION ESTABLISHING THE TORRANCE COUNTY PROCUREMENT
POLICY**

WHEREAS, Torrance County regularly purchases goods and services in order to support the County's mission of promoting the safety and welfare of the citizens of Torrance County; and

WHEREAS, the Torrance County Board of Commissioners wishes to establish a clear, effective, efficient policy for the procurement of goods and services; and

WHEREAS, the County must abide by the State of New Mexico Procurement Code.

NOW, THEREFORE BE IT RESOLVED the attached document entitled Torrance County Purchasing Policy is hereby adopted; and

BE IT FURTHER RESOLVED Resolution 2018-32 and any previous purchasing or procurement policy is hereby repealed.

DONE THIS 25th DAY OF FEBRUARY, 2019.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

Kevin McCall, Member

ATTEST:

Linda Jaramillo, County Clerk

**CONTINUATION PAGE 2, RESOLUTION NO. _____
DECLARING TORRANCE COUNTY TO BE A SECOND AMENDMENT SANCTUARY
COUNTY**

1 Date: _____



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



*Agenda Item
No. 13-A*



*Agenda Item
No. 13-B*



TORRANCE COUNTY

Grant Program Management Policies and Procedures

I. Purpose and Authority

The Torrance County Grant Committee has developed these policies and procedures to insure that all current and future grant-funded programs are in full compliance with the terms and conditions of the contract between Torrance County and the Funding Agency. Furthermore, standardization of administrative procedures will enable the Torrance County Grant Coordinator, and the Offices of the County Manager, Treasurer, and Finance to provide oversight of the grant application process and routine monitoring and full oversight of all grant-funded programs. These policies and procedures have been reviewed by the Torrance County Attorney and approved by the Board of Torrance County Commissioners, herein after referred to as "Board." These *Grant Program Management Policies and Procedures* do hereby supersede any other grant program management policies and procedures that were previously and formally adopted by the Board.

II. Staff Positions, Departments, and Programs Affected

These policies and procedures apply to all employees, Departments, Elected Officials, Department Heads, and Grant Program Managers who are responsible for full implementation of policies and procedures as they apply to prior, pending, current, and future grant-funded programs.

III. Policy

1. Coordination of Grant Policy and Grant Operations

In order to track and manage grants through all stages of pre-award and post-award activity, Torrance County designates the Grant Coordinator within the County Manager's Office and the Grant Committee as responsible for implementing this policy. The Grant Committee consists of the Grant Coordinator as chair, County Manager, Finance Director, County Treasurer, Deputy Treasurer, and Purchasing Director.

The Grant Coordinator is the organizational point-of-contact for all grant activity. The Grant Coordinator shall:

- Recommend changes in grant policy and procedures as needed to the Grant Committee, County Manager, and Board.
- Serve as the County-wide point-of-contact for funding research and writing grant proposals including but not limited to:
 - Cooperating with Departments to identify issues and projects that require funding assistance and maintain a grant funding plan.
 - Identifying and informing Departments about appropriate funding opportunities.
 - Assisting Departments with the writing and review of grant proposals.
 - Coordinating submission of Federal proposals by maintaining centralized access to Grants.gov and eGrants to ensure the correct DUNS and SAMs registration is utilized consistently between Departments and that appropriate workspace roles are established.
 - Providing training and technical assistance to County staff involved in any aspect of proposal writing.
- Assist Departments and Grant Program Managers designated by Department Heads to interpret and apply policies and regulations of a grant and the Funding Agency.
- Track grant applications, awards, and major project management decisions associated with awarded grants including but not limited to:
 - Tracking revenues and expenditures associated with approved grants.
 - Documenting cash and in-kind match resources for each grant award and collaborating with Departments to ensure that all match requirements are met.
 - Reviewing all drawdowns of grant funding to ensure they conform to funding source requirements.
 - Maintaining a complete record of all grant documentation in electronic and paper formats organized by year of award.
- Maintain a standardized set of forms used for grant management and make available to all Departments and Grant Program Managers.
- Provide information for and participate in Funding Agency site visits, monitoring, and audits.

2. Department Responsibility for Grants

Department personnel will work with the Grant Coordinator to identify issues and projects that need funding, identify funding sources, and write grant proposals with the Grant Coordinator. Department personnel will also manage the day-to-day operations of a grant-funded program and grant award.

Department Heads are accountable for the grants that are within their departmental jurisdiction. In cases where more than one department is responsible for a grant, a lead department shall be designated. In this instance, all Department Heads shall be accountable.

Each Department Head shall:

- Designate a Grant Program Manager for every grant awarded to the Department.
- Notify the Grant Coordinator of intentions to apply for a grant or receipt of a proposal or grant approval/contract.
- Implement/manage awarded grant projects according to the terms and conditions of each grant proposal and grant award.
- Work with the Grant Program Manager to ensure grant awards are accurately tracked.
- Consult with the Grant Coordinator as needed to ensure compliance with County and Funding Agency policies and procedures.
- Ensure reimbursement requests are submitted on or prior to designated due dates to minimize the advance use of County funds. All drawdowns of grant funding must conform to funding source requirements and County policies pertaining to the receipt of grant funds.
- Ensure that the Department observes all project reporting requirements and timely submits all financial and program reports as specified by each grant award to the Funding Agency and Grant Coordinator.
- Provide information for and participate in Funding Agency site visits, monitoring, and audits.

3. Finance Department Functions and Responsibilities

The Finance Department shall:

- Review all drawdowns of grant funding to ensure they conform to internal Finance policies.
- Establish appropriate account code assignments for charging costs to grants.
- Record expenditures associated with approved grants.
- Ensure the accounting system of the County tracks revenue and expenditures associated with every grant award.

4. County Treasurer Functions and Responsibilities

The County Treasurer shall:

- Have exclusive authority to deposit all grant funding received by the County into appropriate accounts.
- Record revenues associated with approved grants.

5. Internal Compliance Audit

All grants awarded to the County are subject to compliance with the *Grant Program Management Policies and Procedures*. The County Manger or Board may approve a compliance audit, at their discretion, or at the request of the Grant Coordinator, of any grant awarded to the County at any time.

If a grant program should be determined to be non-compliant with the *Grant Management Policies and Procedures* or the Funding Agency, the Grant Coordinator will notify the Department Head and Grant Program Manager, in writing, of specific deficiencies and required corrective action steps.

The corrective action steps must be completed within thirty (30) days of notification by the Grant Coordinator. If the corrective action steps cannot be completed within the thirty (30) day period, then the Department Head and/or Grant Program Manager shall send a letter explaining the reason and requesting a time extension to the Grant Coordinator. Additional time may be granted on a case-by-case basis, and the Grant Coordinator and County Manager shall make that determination within ten (10) days of receipt of a request for extension.

Continued non-compliance of a grant program will result in suspension of all purchase orders and expenditure privileges, disciplinary action (reprimand, suspension, demotion, and/or termination), and/or loss of grant administration rights/privileges.

The Department Head and/or Grant Program Manager may formally appeal non-compliant status to the Board through the County Manger.

IV. Procedures

1. Grant Application and/or Renewal Process

The Grant Coordinator and County personnel will work together to identify issues and projects that need funding, identify funding sources, and write grant proposals. When a problem or project requiring funding is determined, the person identifying the issue/project and/or Grant Coordinator will complete a *Problem Statement Form* to initiate a funding search. The Grant Coordinator will notify the applicable Department Head and/or Grant Program Manager that a funding search has started. The Grant Coordinator shall maintain a copy of the form and use it to guide a search for funding opportunities. Once a funding opportunity is located, the Grant Coordinator will notify the Office of the County Manager and the applicable Department immediately. Departments may continue their own search but shall notify the Grant Coordinator immediately if a potential funding opportunity is discovered.

Once a grant opportunity is located, the Grant Coordinator will work with the Department Head or Grant Program Manager or other designated point-of-contact to determine feasibility and eligibility, identify contributors to the grant application, and define a plan of action to prepare and submit the application timely. The Department and Grant Coordinator will present a grant synopsis to the Board for required approvals. The Grant Coordinator will maintain an electronic and hard copy of all documents associated with an application including:

- Problem Statement Form
- Notice of Funding Opportunity (NOFO) or Request for Proposal (RFP)
- Notes and Information gathered to prepare the proposal
- Application Drafts and Approvals
- Correspondence
- Final Application
- Miscellaneous documents including presentations to the Board and resulting approvals.

2. Grant Award Process

Departments receiving a grant award, renewal, extension, or amendment must submit a full copy of the grant agreement or contract to the Grant Coordinator for review by the Grant Committee. The Department Head and/or Grant Program Manager must attend the Grant Committee meeting to present a summary of the grant award, renewal, extension, or amendment and answer questions regarding the grant award.

Upon the Grant Committee's review of the Department's grant award, the Department must file an agenda request with the Torrance County Manager's Office to be added to the next Board meeting. The original grant agreement and the required number of copies must be attached to the agenda request and submitted according to required deadlines and rules set by the Manager's Office. A copy of the grant agreement along with a request to approve as to form and sufficiency must also be submitted to the County Attorney. If the grant award document does not have a specific place for legal review, then the County Attorney shall provide approval using the *Form and Sufficiency Approval form*.

Departments receiving a grant award, renewal, extension, or amendment must appear at the County Board meeting to present an oral summary of the grant award. The Board will consider the grant agreement, grant summary prepared by the Grant Committee, and *Form and Sufficiency Approval form* as part of the decision making process. The Board will make the final determination to accept or reject the grant award.

3. Grant Contract Management

Department employees, Elected Officials, Department Heads, and/or Grant Program Managers who are responsible for grant-funded programs are required to attend a Training Workshop on Torrance County's Grant Management procedures. The Grant Coordinator will conduct trainings on an as-needed basis.

The grant contract file format will be standardized. This content will be provided and maintenance procedures reviewed during the training workshop. Each grant file will fully document the grant and will generally include:

- Section 1: Pre-Award Documentation
 - Notice of Funding Opportunity (NOFO) or Request for Proposal (RFP)
 - Program Guidance
 - Application
- Section 2: Contractual Documents
 - Award Letter
 - Complete copy of the contract with scope of work and reporting requirements
 - Grant Committee, County Attorney, and Board approvals.
 - Budget
 - Amendments
- Section 3: Correspondence
 - Correspondence from Torrance County
 - Correspondence from Funding Agency
- Section 4: Financial Reports
 - Procurement Records
 - Invoices
 - Accounts Payable Forms
 - Reimbursement Requests
 - Receipts
 - Deposit Slips
 - Checks and/or Journal Entries reflecting ACH (automatic clearing house) payments
 - Liquidation Records
- Section 5: Program Reports
 - Program Reports specified in the grant agreement
- Section 6: Miscellaneous
 - All other documentation necessary to maintain complete record of the grant

Department employees, Elected Officials, Department Heads and/or Grant Program Managers who are responsible for grant funded programs are required to maintain a grant file at their department site and give all documents including correspondence to the Grant Coordinator on a monthly basis. The Grant Coordinator will be responsible for the Official Grant File containing all original documents which will be maintained in a centralized location for audit purposes.

4. Budget Process

A budget request must be submitted to the Finance Department on the *Budget Request* Form before a grant can be incorporated into the County's budget. Grant approval by the Board does not automatically or necessarily constitute approval of the final budget.

All budget increases are subject to approval by the Department of Finance and Administration (DFA). Grant funds may not be expended or encumbered prior to DFA approval without the approval of the Finance Director.

5. Fiscal Management

Department employees, Elected Officials, Department Heads and/or Grant Program Managers who are responsible for grant-funded programs are required to file reimbursement requests on a monthly basis, unless otherwise specified by the Funding Agency in the grant agreement. The Department must keep an up-to-date calendar of all report due dates to ensure all reports are submitted timely. A copy of this calendar must be provided to the Grant Coordinator. All reimbursement requests must be reviewed by the Grant Coordinator prior to submission to the Funding Agency to ensure accuracy and grant compliance.

When a request for reimbursement is submitted, a corresponding deposit slip, in the approved format, must be filed with the Torrance County Treasurer and a copy sent to the Grant Coordinator. The deposit slip must reflect the correct grant name, deposit line item, the time frame of the reimbursement, the Department, and the name of the depositor. A deposit slip will be provided to each Department. The deposit slip cannot be modified by the Department in any way.

Once reimbursement is received, a copy of the check and/or journal entry reflecting ACH (automatic clearing house) payment must be sent to the Grant Coordinator to be placed in the grant folder.

6. Federal Grants

Drawdowns

- A. Federal grant drawdowns must be based on actual expenditures incurred during the reimbursement cycle being reported.
- B. If a Department wants to drawdown funds that have not been expended, they must have written permission from the County Manager and the Finance Department. **Drawdowns of Federal grant funds should be the minimum amounts needed for disbursements to be made immediately or within 10 days of the drawdown.**
- C. All amounts for drawdowns requested must be supported by documentation (invoices, expense reports, etc.).
- D. A copy of all drawdowns with supporting documentation, and a deposit slip must be submitted to the Grant Coordinator, Finance Department, and the County Treasurer's Office immediately after submission to the Funding Agency.

Financial Reports

- A. All Federal Financial Reports must be accurately prepared by the responsible Department and submitted to the Grant Coordinator prior to submission to the Federal Funding Agency. The

Grant Coordinator will review the report for mathematical accuracy and compliance with Federal grant procedures.

- B. The Department must keep an up to date calendar of all report due dates to ensure all reports are submitted timely. A copy of this calendar must be provided to the Grant Coordinator to ensure deadlines established by Federal grant administration procedures are met.

Other Reports and Requirements of Federal Grants:

- A. It is the responsibility of the Department to review the most current version of the Federal grant administration procedures to ensure compliance. A copy must be provided to the Grant Coordinator for additional monitoring and compliance.
- B. Non-compliance with any Federal grant procedures and/or audit findings may result in future grant application and administration restrictions by the Board.

Approved by the Torrance County Commission on this 26th day of June 2019.

TORRANCE COUNTY COMMISSION

Attest:

Kevin McCall, Commissioner District 1

County Clerk

Ryan Schwebach, Commissioner District 2

Javier Sanchez, Commissioner District 3

Legal Review:

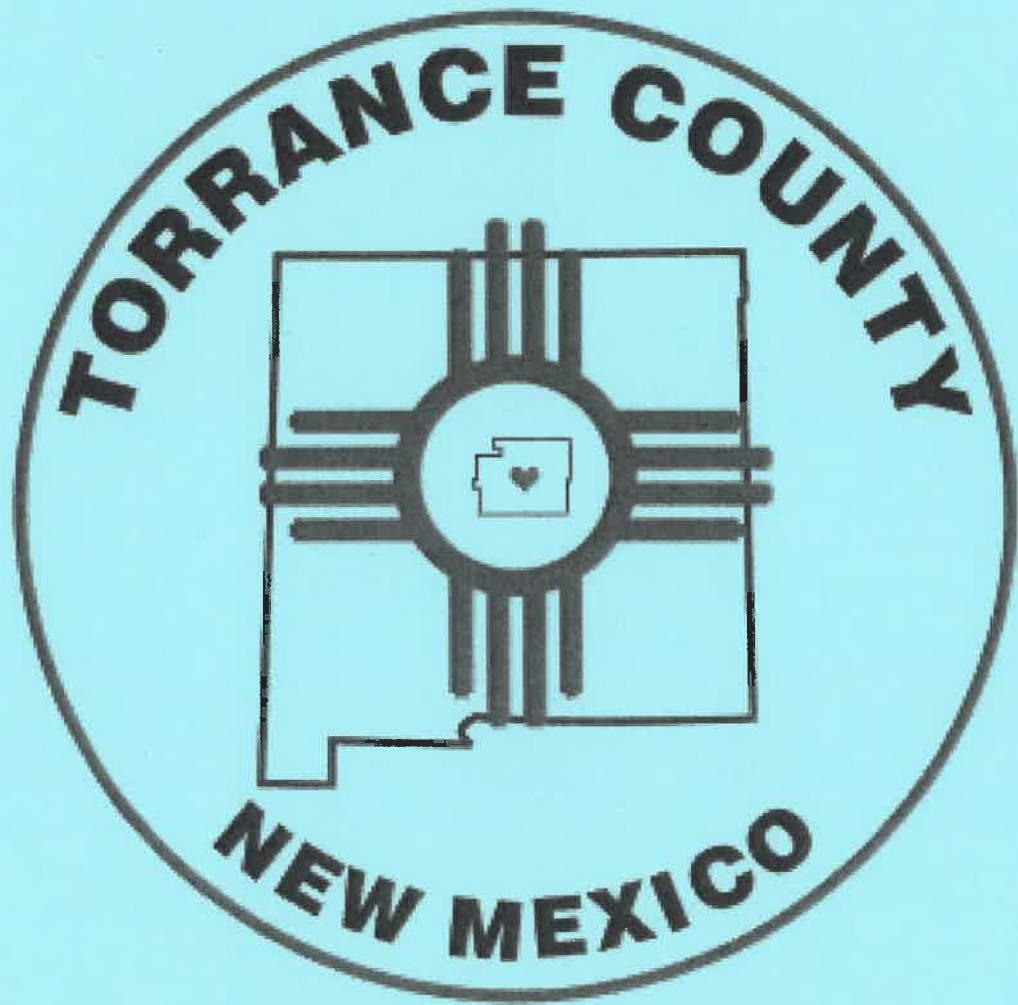
John Butrick, County Attorney



*Agenda Item
No. 13-C*



*Agenda Item
No. 13-D*



*Agenda Item
No. 13-E*



*Agenda Item
No. 13-F*



*Agenda Item
No. 13-G*



TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

TEEN COURT COORDINATOR

FY2020-DWI-01

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the “**County**”), and **Adrian Ortiz** (hereinafter referred to as “**Contractor**”).

WHEREAS, the County is in need of professional services to conduct the coordination and administration of its Teen Court program and Prevention Specialist services related to drug and alcohol prevention in underage individuals; and

WHEREAS, Contractor is qualified to provide such services; and

WHEREAS, the County desires to engage Contractor to render certain services in connection therewith, and Contractor is willing to provide such services;

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

1. SCOPE OF SERVICES.

2. Contractor shall perform all Services as requested by the County through the Torrance County DWI Prevention Program, including, but not limited to, the following Services (hereinafter the “Services”) in a satisfactory and proper manner as determined by the County:

- a. Provide coordination, evaluation – including impact and outcome, review and refinement of the existing Torrance County Teen Court Program;
- b. Network with other such programs in New Mexico and maintain status as a “member in good standing” of the New Mexico Teen Court Association (NMTCA). This will include attendance at NMTCA trainings and quarterly meetings;

- c. Recruit and train adults to serve as guest judges and youth to serve as volunteer jurors; receive and screen referrals to the program; make initial contact with youth and parents or guardians to schedule initial interview; attend all Teen Court sessions; prepare or assist in the preparation of Teen Court forms; prioritize cases; assign cases specific times and locations; assign past defendants to serve as jurors in future cases; coordinate and supervise all trials, which may be conducted outside of traditional work hours (evenings and weekends);
- d. Become an active participant of the Estancia Valley Youth and Family Council (formerly known as the Tri-County Juvenile Justice Board), attending a minimum of six meetings per year.
- e. Become an active participant of the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Core Team, attending a minimum of six meetings per year.
- f. Network with and maintain open communication with potential referral agencies, including but not limited to Juvenile Parole and Probation, Estancia Valley Youth and Family Council, law enforcement agencies, courts, and school administrators, and seek input from agencies toward improvement of the program;
- g. Publicly promote the Torrance County Teen Court Program and disseminate a variety of prevention information, prepare prevention and outreach materials for health fairs and other related events, participate in community health and safety fairs throughout the year, including the Annual Torrance County Suicide Awareness/Prevention 5k Walk/Run, the Torrance County Health Fair, and other community events.
- h. Provide targeted drug and alcohol prevention to youth who are referred to Teen Court for substance-related offenses. This prevention may be in the form of evidence-based curricula, general prevention education, or speakers;
- i. Submit required reports to the Torrance County DWI Program Coordinator by quarterly deadlines and provide oral reports to the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Core Team, and other agencies as requested;
- j. Conduct evaluation of alcohol and substance abuse prevention efforts to determine the effectiveness of such efforts as they pertain to teen court youth. This will be conducted by the development and use of pre- and post-tests.
- k. Oversee and direct the administering of drug and alcohol tests of teen court clients who are sentenced to same for alcohol- and/or drug-related offenses. Positive drug test results will be reported to the Torrance County DWI Prevention Program Coordinator, referring agency and parent(s).

3. TERM.

Services of Contractor shall commence on July 1, 2019 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that the term hereof ends on June 30, 2020.

4. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis the sum of \$22.00/hour, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. 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 the month. Total amount of compensation, including gross receipts tax, shall not exceed \$40,000.

Such amount shall be payable monthly upon the submission and approval of a statement for Teen Court Coordinator/Prevention Specialist Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payments within 30 days to the County's receipt of the statement to:

Adrian Ortiz
45 Robert Drive
Estancia, NM 87016

ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2020. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

5. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that the non-terminating party is given no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for Services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected Services (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the Services under this Agreement.
- f. If after termination for failure of the Contractor to fulfill Agreement obligations, it is determined that the Contractor had not failed to fulfill Agreement obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph c of this clause.

6. AUDIT ACCESS TO RECORDS.

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded Services under this Agreement in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audit standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

7. RELEASE ON FINAL PAYMENT.

The Contractor, upon final payment of the amounts due and under Paragraph 3 (Compensation and Method of Payment) of this Agreement, releases the County, its officers and employees from any and all compensation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

8. CONFIDENTIALITY.

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

9. PRODUCT OF SERVICE.

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

10. CONFLICT OF INTEREST.

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of Services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

11. AMENDMENT.

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

12. MERGER.

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

13. WAIVER.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

14. APPROPRIATIONS.

This Agreement's terms, including Fiscal Year 2020 and any potential subsequent terms beyond Fiscal Year 2020, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

15. EQUAL OPPORTUNITY COMPLIANCE.

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

16. NOTICE.

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

17. INDEMNITY.

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the Services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

18. INDEPENDENT CONTRACTOR.

The Contractor, in the performance of this Agreement, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this Agreement.

19. COVENANT AGAINST CONTINGENCY FEES.

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20. THIRD PARTIES.

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

21. LIABILITY AND INSURANCE.

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of Services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

22. GOVERNING LAWS.

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

23. NON-ASSIGNABILITY.

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

24. SEVERABILITY.

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

25. ENTIRE AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

26. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

27. COOPERATION AND DISPUTE RESOLUTION.

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

28. BINDING EFFECT.

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors.

29. NOTICES.

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail, return receipt requested, to the following:

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016
and

Adrian Ortiz
45 Robert Drive
Estancia, NM 87016

30. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2019.

TORRANCE COUNTY

By: _____
Wayne Johnson, County Manager

Attest: _____
County Clerk

CONTRACTOR

By: _____
Adrian Ortiz



TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

DWI PREVENTION PROGRAM EVALUATOR

FY2020-DWI-02

THIS AGREEMENT is made and entered into, by and between **Torrance County**, New Mexico (hereinafter referred to as the “**County**”), and **John Steiner** (hereinafter referred to as “**Contractor**”).

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

NOW, THEREFORE, it is mutually agreed by and between the parties that:

SCOPE OF SERVICES.

Contractor shall perform all Services as requested by the County through the Torrance County DWI Prevention Program, including, but not limited to, the following Services (hereinafter the “Services”) in a satisfactory and proper manner as determined by the County:

- a. Provide a comprehensive assessment and evaluation of the Torrance County DWI Prevention Program.
- b. Work with the Torrance County DWI Prevention Program Coordinator to develop an updated prevention plan to address gaps and needs in the Torrance County Community.
- c. Identify, for evaluation purposes, the Torrance County DWI Prevention Program catchment area, including the schools of the Moriarty-Edgewood School District, complete with demographics and numbers affected and develop and implement methods of data collection from unique cultural groups.

- d. Develop a comprehensive evaluation for the Torrance County DWI Prevention Program that measures effectiveness of program strategies and their results. The outcome evaluation should measure each intervening variable as they pertain to the prevention strategies. These indicators will be specific to the Torrance County DWI Prevention Program and an annual report will be submitted to the Torrance County DWI Prevention Program on or before September 30, 2020.
- e. Develop a Power Point presentation of the Needs Assessment Highlights and Gaps in data to present to the community, planning council members, and stakeholders.
- f. Work with the Torrance County DWI Prevention Program Coordinator in the implementation of the strategic plan that will address intervening variables (individual level, direct service (evidence based and general prevention) curricula, social access, low enforcement of Alcohol Tobacco and Other Drug (ATOD) laws, and low perceived risk of arrest/legal consequence) supportive of State prioritized consequences and related consumption behaviors.
- g. Review effectiveness of activities implemented through a quality improvement process and conduct fidelity checks a minimum of four times per year per evidence-based program and debrief staff and provide feedback to improve program delivery.
- h. Work closely with the Torrance County DWI Prevention Program Coordinator and prevention staff (where applicable) on an on-going basis, along with onsite visits, technical assistance and evaluation training.
- i. Provide staff support and facilitation for various meetings with health and social service provider agencies and assist the Torrance County DWI Prevention Program Coordinator in developing an updated evaluation plan and logic model that reflects the goals set forth in the strategic plan.
- j. Attend at least two meetings of the Partnership for a Healthy Torrance Community/Substance Abuse Prevention Task Force, report recommendations and seek input.
- k. Comply with requests made by the State of New Mexico, Local Government Divisions, Local DWI Program Staff.

2. TERM.

Services of Contractor shall commence on July 1, 2019 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that the initial term hereof ends on June 30, 2020.

3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis for **evaluator** the sum of \$800/month, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing Services provided and will be compensated at the rate of \$800/month, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$9,600.

Such amount shall be payable monthly upon the submission and approval of a statement for Evaluation Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payments within 30 days of the County's receipt of the statement to:

John Steiner
533 Arizona St., SE
Albuquerque, NM 87108

ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2020. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

4. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that the non-terminating party is given no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed Services for other Services, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for Services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected Services (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the Services under this Agreement.
- f. If after termination for failure of the Contractor to fulfill Agreement obligations, it is determined that the Contractor had not failed to fulfill Agreement obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph "c" of this clause.

5. AUDIT ACCESS TO RECORDS.

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded Services under this Agreement in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audit standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

6. RELEASE ON FINAL PAYMENT.

The Contractor, upon final payment of the amounts due and under Paragraph 3 (Compensation and Method of Payment) of this Agreement, releases the County, its officers and employees from any and all said compensation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

7. CONFIDENTIALITY.

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

8. PRODUCT OF SERVICE.

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

9. CONFLICT OF INTEREST.

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of Services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

10. AMENDMENT.

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

11. MERGER.

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

12. WAIVER.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

13. APPROPRIATIONS.

This Agreement's terms, including Fiscal Year 2020 and any potential subsequent terms beyond Fiscal Year 2020, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

14. EQUAL OPPORTUNITY COMPLIANCE.

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

15. NOTICE.

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

16. INDEMNITY.

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the Services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

17. INDEPENDENT CONTRACTOR.

The Contractor, in the performance of this Agreement, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this Agreement.

18. COVENANT AGAINST CONTINGENCY FEES.

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

19. THIRD PARTIES.

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

20. LIABILITY AND INSURANCE.

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of Services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

21. GOVERNING LAWS.

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

22. NON-ASSIGNABILITY.

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

23. SEVERABILITY.

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

24. ENTIRE AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.

25. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

26. COOPERATION AND DISPUTE RESOLUTION.

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

27. BINDING EFFECT.

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors.

28. NOTICES.

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail, return receipt requested, to the following:

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016
and

John Steiner
533 Arizona St., SE
Albuquerque, NM 87108

29. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2019.

TORRANCE COUNTY

By: _____
Wayne Johnson, County Manager

Attest: _____
County Clerk

CONTRACTOR

By: _____
John Steiner



TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

DWI PREVENTION PROGRAM TREATMENT SERVICES

FY2020-DWI-03

THIS AGREEMENT is made and entered into, by and between **Torrance County**, New Mexico (hereinafter referred to as the “County”) and **Luke Arnold** (hereinafter referred to as “Contractor”).

WHEREAS, the County of Torrance desires to retain the Services of a treatment provider for convicted DWI offenders and Contractor is a qualified candidate for this contracted position,

NOW, THEREFORE, it is mutually agreed by and between the parties that:

SCOPE OF SERVICES.

Contractor shall perform all Services as requested by the County through the Torrance County DWI Prevention Program, including, but not limited to, the following Services (hereinafter the “Services”) in a satisfactory and proper manner as determined by the County:

- a. Provide client service hours as part of a comprehensive, therapeutic approach to alcohol and substance abuse treatment for DWI offenders referred by Torrance County Courts, with the objective of reducing alcohol abuse and dependency. These services may include, but shall not be limited to:
 - i. Substance abuse education
 - ii. Individual treatment
- b. Provide varying levels of service for DWI offenders, based upon the individual needs of each offender. These services shall include the following, when appropriate, to meet client needs:
 - i. Cognitive behavioral therapy
 - ii. Solution focused therapy
 - iii. Experiential treatment methods

- iv. Alternate evidence-based treatment
- c. Provide consultation services to the Torrance County DWI Prevention Program Coordinator in order to coordinate the most effective and appropriate client care.
- d. Provide technical assistance and oversight of Moral Reconciliation Therapy (MRT) as provided by the Torrance County DWI Prevention Program Coordinator.
- e. Maintain and transmit records in a manner that shall be compliant with Health Insurance Portability Accountability Act (HIPAA) and 42 CFR Part 2.
- f. Produce monthly reports to the Torrance County DWI Prevention Program Coordinator, as needed. Reports will specifically describe activities and detailed billing. Monthly reports shall be due by the 10th day of the following month.
- g. Comply with requests made by the State of New Mexico, Local Government Divisions, Local DWI Program Staff.

Services shall be performed at the offices of Luke Arnold, either in Edgewood, NM, or in Estancia, NM.

PERFORMANCE MEASURES.

Goals:

Decrease severity of alcohol use/abuse among participants regarding the associated behaviors, health issues and negative impact of alcohol use/abuse.

Activities:

- 1) Individual counseling for those clients who require auxiliary support to Moral Reconciliation Therapy
- 2) Outpatient referrals to other agencies as needed
- 3) Collaboration with the Torrance County DWI Prevention Program for the purpose of increasing client success

2. TERM.

Services of Contractor shall commence on July 1, 2019 and shall be undertaken and completed in such sequences as to assure their expeditious completion in light of the purposes of this Agreement, provided, however, that this agreement ends on June 30, 2020.

3. COMPENSATION AND METHOD OF PAYMENT.

For performing the Services specified in Section 1 of this Agreement, the County agrees to pay Contractor on a monthly basis, for outpatient treatment of convicted DWI offenders and collaboration with the Torrance County DWI Prevention Program, the sum of \$300 per month, inclusive of all salary, supplies, mileage/per-diem, telephone allowance, and administrative costs, plus applicable New Mexico Gross Receipts Tax. Compensation will be disbursed as follows: Contractor will provide a detailed invoice describing Services provided and will be compensated at the rate of \$300 per month, plus New Mexico Gross Receipts Tax, following the end of the month. Total amount of compensation, including gross receipts tax, shall not exceed \$3,600.

Such amount shall be payable monthly upon the submission and approval of a statement for Mental Health Services. Payments to Contractor shall be made as determined by the budgetary and fiscal guidelines of the County. The County will send payments within 30 days of the County's receipt of the statement to:

Luke Arnold
58 Santa Maria Drive
Edgewood, NM 87015

ALL INVOICES MUST BE RECEIVED BY THE TORRANCE COUNTY DWI PREVENTION PROGRAM NO LATER THAN JUNE 15, 2020. INVOICES RECEIVED AFTER SUCH DATE WILL NOT BE PAID.

4. TERMINATION.

- a. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided the non-terminating party is given no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

- c. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed Services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for Services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.
- d. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected Services (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
- e. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the Services under this Agreement.
- f. If after termination for failure of the Contractor to fulfill Agreement obligations, it is determined that the Contractor had not failed to fulfill Agreement obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the Agreement price shall be made as provided in Paragraph "c" of this clause.

5. AUDIT ACCESS TO RECORDS.

- a. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of County funded Services under this Agreement in accordance with generally accepted accounting practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission. The County or any of its authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours both before and after payment, and the Contractor will provide proper facilities for such access and inspection.
- b. Audits conducted under this provision shall be in accordance with generally accepted audit standards, and with established procedures and guidelines of the reviewing or audit agency or agencies.

6. RELEASE ON FINAL PAYMENT.

The Contractor, upon final payment of the amounts due and under Paragraph 3 (Compensation and Method of Payment) of this Agreement, releases the County, its officers and employees from any and all said compensation whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed in this Agreement by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Payments on this Agreement shall not foreclose the County's right to recover excessive or illegal payments.

7. CONFIDENTIALITY.

Any information that the Contractor receives or develops in the performance of this Agreement shall be kept confidential and the Contractor shall not make such information available to any individual or organization without the County's prior written approval.

8. PRODUCT OF SERVICE.

All documents that the Contractor develops or acquires under this Agreement, shall become the County's property and shall be delivered if so requested to the County no later than the final termination of this Agreement.

9. CONFLICT OF INTEREST.

The Contractor warrants that it presently has no interest, and shall not acquire any interest, directly or indirectly, that would conflict in any manner or degree with the performance of Services required under this Agreement. When and if such provisions become applicable, the Contractor shall promptly provide a written disclosure to the County Manager.

10. AMENDMENT.

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties. No amendment shall be effective or binding until approved by the Torrance County Board of Commissioners.

11. MERGER.

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

12. WAIVER.

No waiver of any breach of this Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

13. APPROPRIATIONS.

This Agreement's terms, including Fiscal Year 2020 and any potential subsequent terms beyond Fiscal Year 2020, are contingent upon the County making sufficient appropriations and authorization for the performance of this Agreement. If the County does not make sufficient appropriations and authorizations, this Agreement shall, notwithstanding the provisions of Paragraph 1 and 2, above, terminate immediately upon the County giving written notice to the Contractor.

The County's decision whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

14. EQUAL OPPORTUNITY COMPLIANCE.

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, pertaining to equal employment opportunity, to the extent they pertain to this Agreement. In accordance with all such laws and rules and regulations, and executive orders of the President of the United States and the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 the Contractor is found to be not in compliance with these requirements to the extent they pertain to this Agreement, during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

15. NOTICE.

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

16. INDEMNITY.

The Contractor will indemnify and hold harmless the County, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the County as a result or arising out of the Services and actions of the Contractor under this Agreement, provided that this indemnity will not apply to the County's gross negligence or intentional torts.

17. INDEPENDENT CONTRACTOR.

The Contractor, in the performance of this Agreement, is an independent contractor, and the County shall have no obligations to Contractor as an employer other than as set forth in this Agreement.

18. COVENANT AGAINST CONTINGENCY FEES.

The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this assurance, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

19. THIRD PARTIES.

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

20. LIABILITY AND INSURANCE.

Contractor shall provide professional liability insurance for himself or any employees that may assist in the performance of Services pursuant to this Agreement, in accordance with the provisions of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Contractor shall provide a certificate of insurance to the County immediately upon execution of this Agreement. The liability of Contractor will be subject in all cases to the immunities and limitations of the Tort Claims Act.

21. GOVERNING LAWS.

This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.

22. NON-ASSIGNABILITY.

This Agreement will not be assigned by either party nor will the duties imposed upon either party by this Agreement be delegated, subcontracted, or transferred by either party, in whole or in part, without the prior written consent of the other party.

23. SEVERABILITY.

The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.

24. ENTIRE AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes any prior Agreements or understandings with respect to the subject matter of this Agreement.

25. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.

26. COOPERATION AND DISPUTE RESOLUTION.

The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.

27. BINDING EFFECT.

This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors.

28. NOTICES.

Any notice that will be given in accordance with this Agreement, will be deemed appropriate when sent by certified mail, return receipt requested, to the following:

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016
and

Luke Arnold
58 Santa Maria Drive
Edgewood, NM 87015

29. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 1, 2019.

TORRANCE COUNTY

By: _____
Wayne Johnson, County Manager

Attest: _____
County Clerk

CONTRACTOR

By: _____
Luke Arnold



*Agenda Item
No. 13-H*

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered this ____ day of _____, 2019 by and between Torrance County, New Mexico, (hereinafter the "County"), and Kathleen West, RPh, (hereinafter "Contractor") for the provision of professional services to the Torrance County Animal Shelter (hereinafter the "Animal Shelter").

1. **SCOPE OF SERVICES:** Contractor agrees to perform the following services and/or provide the following materials to the Animal Shelter, as the supervising veterinarian:
 - a. Review the standard operating procedures (SOP) regarding Humane Euthanasia and the controlled drug accountability standards used by the shelter.
 - b. Assist the Animal Shelter in ordering controlled substances and supplies used by the shelter.
 - c. Perform quarterly inspections as required by the State of New Mexico.
2. **PAYMENT:** The County hereby agrees to pay Contractor the sum of \$150.00 plus gross receipts tax for each actual inspection of the shelter to perform the services set out above. **THE MAXIMUM AMOUNT TO BE PAID UNDER THIS CONTRACT SHALL NOT EXCEED \$1,000.00 per annum.**
3. **TERM:** This Agreement shall expire on the anniversary date hereof, except that the parties may agree to extend the Agreement, subject to the requirements of New Mexico law governing governmental procurements.
4. **STATUS AS CONTRACTOR:** In the performance of services hereunder, Contractor shall be an independent contractor of the County. The parties shall perform as set out in this Agreement, and each accepts the contractual relationship, which is established herein.
5. **STANDARD OF CARE:** Contractor covenants with the County to furnish his professional skill and judgment with due care in accordance with the generally accepted standards of those performing like services, in accordance with acceptable standards of the profession in effect on the date hereof.
6. **TERMINATION:** This Agreement may be terminated without cause by either party upon thirty days prior written notice to the other party. This Agreement may be terminated by either party upon seven days prior written notice to the other should the other fail substantially to perform in accordance with the terms and conditions hereof.

In the event of any termination of this Agreement, which is not the fault of Contractor, Contractor shall be paid all amounts payable hereunder in respect to services performed through the date of such termination.
7. **CONFIDENTIALITY:** Contractor shall comply with New Mexico law concerning the disclosure of confidential information pertaining to any County activity.
8. **ASSIGNMENT:** This is a professional services contract and may not be assigned or transferred without the prior consent of the County.
9. **CONFLICT OF INTEREST:** No officer, employee, or agent of the County who exercises any function or responsibility in connection with the services provided pursuant to this Agreement, or any other person who exercises any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this Agreement.

10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.
11. **INDEMNIFICATION:** The Contractor will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Contractor, or by reason of the intentional or negligent act of the Contractor or its agents, representatives and/or employees.
- The Contractor further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.
- The Contractor further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the Contractor and not of the County.
12. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties and incorporates all prior negotiations, representations, or agreements, written or oral, between Contractor and the County. This agreement may be amended only by written instrument signed by Contractor and the County.
13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED.** Bribes, gratuities and kickbacks are expressly prohibited. This Agreement incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS THEREOF this contract has been executed by the parties hereto in an original and one counterpart copy.

TORRANCE COUNTY, NM

Kathleen West, RPh

County Manager



Approved as to legal form:

Torrance County Attorney

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter into a contract with any state or agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process; or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

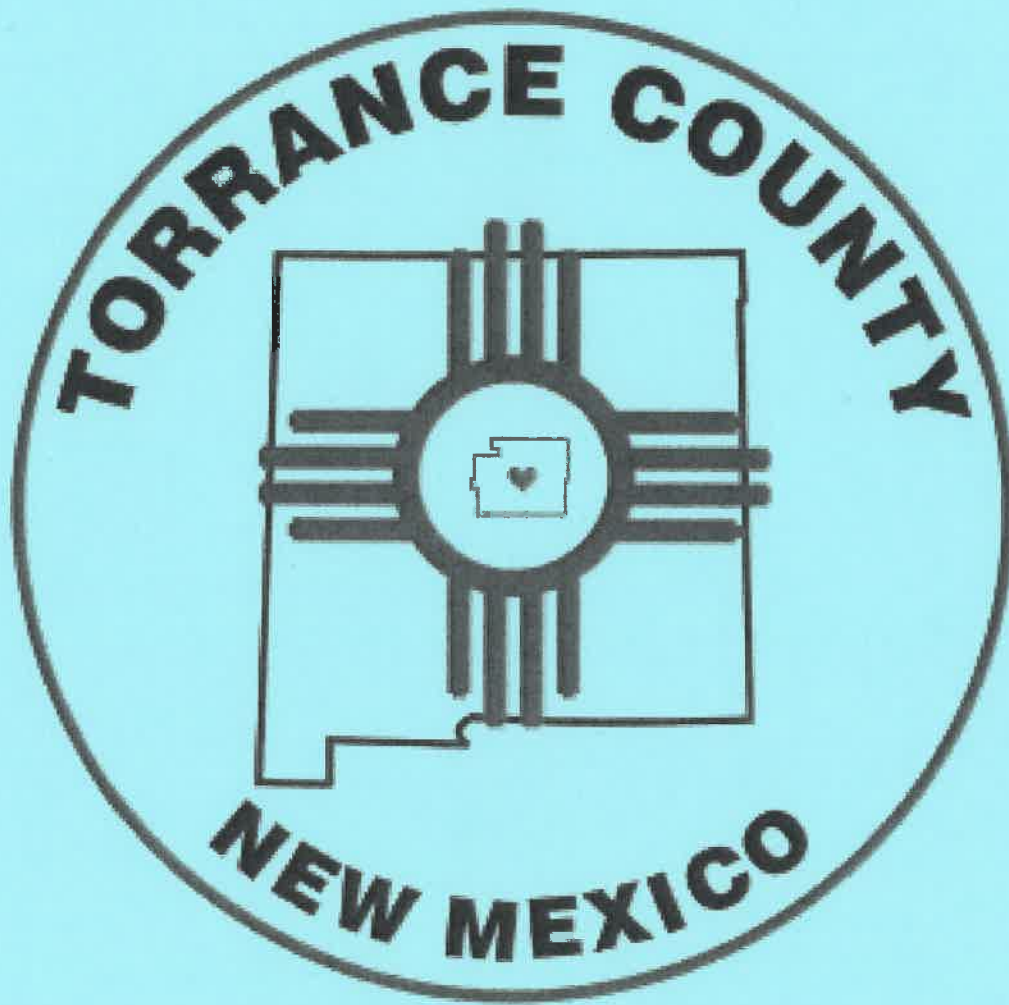
--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Kathleen West
Signature

6.5.19
Date

Title (Position) Consultant Pharmacist



*Agenda Item
No. 13-I*

VETERINARY SERVICES AGREEMENT

THIS AGREEMENT is made and entered this 3 day of June, 2019, by and between the **COUNTY OF TORRANCE** (hereinafter the "County") and **DR. STACEY THORNTON**, (hereinafter the "Veterinarian").

1. **SCOPE OF SERVICES.** The Veterinarian shall provide services, including sterilization of canines and felines, and such other veterinary services to which the parties may from time to time agree. The Veterinarian retains sole discretion to determine whether any animal is sufficiently healthy and of sufficient weight to perform sterilization procedures.

2. **STANDARD OF CARE.** The Veterinarian covenants with the County to furnish professional skill and judgment with due care in accordance with the generally accepted standards of those performing like services, in accordance with acceptable standards of the veterinary profession in effect on the date hereof. The Veterinarian further states that Dr. Stacey Thornton shall primarily be the veterinarian designated to fulfill the obligations under this Agreement, but that certain functions may be delegated to other veterinarians or veterinary assistants employed by or contracted to the Veterinarian.

3. **TERM.** This contract shall expire on the anniversary date hereof, except that the parties may agree to extend the contract, subject to the requirements of New Mexico law governing governmental procurements.

4. **TERMINATION.** This agreement may be terminated without cause by either party upon thirty days prior written notice to the other party. This agreement may be terminated by either party upon seven days prior written notice to the other should the other fail substantially to perform in accordance with the terms and conditions hereof.

5. **COMPENSATION.** As compensation in full for routine sterilization and vaccination services to be rendered by the Veterinarian herein, the County shall pay to the Veterinarian the sum of no more than \$75.00 per sterilization and rabies injection performed per animal. Total amount of compensation shall not exceed \$20,000, unless this contract is amended in writing and approved by the County. The County shall pay gross receipts tax on the amounts billed by the Veterinarian for her services and reimbursable expenses.

6. **STATUS AS CONTRACTOR.** The Veterinarian and her agents, employees and consultants are independent contractors performing professional services to the County and are not employees of the County.

7. **ASSIGNMENTS.** The Veterinarian shall not assign or transfer any interest in this Agreement without written prior approval, in writing, by the County.

8. **RECORDS.** The Veterinarian shall maintain records which indicate, the date, time, and nature of service rendered to the County. The County reserves the right to inspect such records at any time upon reasonable notice. The County shall have the right to audit the billings at any time upon reasonable notice.

9. **INSURANCE.** The Veterinarian shall maintain errors and omission insurance (malpractice) in an amount of not less than one million dollars (\$1,000,000) for the protection of the County.

10. **INDEMNIFICATION.** The Veterinarian will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Veterinarian, or by reason of the intentional or negligent act of the Veterinarian or its agents, representatives and/or employees.

The Veterinarian further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.

The Veterinarian further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the Veterinarian and not of the County.

11. **MERGER.** This Agreement incorporates and merges all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico. If any provision hereof shall be determined to be invalid or unenforceable, said provision shall be stricken here from and the remainder of this Agreement shall be the full force and effect.

13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED.** Bribes, gratuities, and kickbacks are expressly prohibited. This Agreement incorporates by reference, as if fully stated herein, the applicable criminal laws

prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

COUNTY OF TORRANCE

BY: _____

VETERINARIAN

BY: Stacey Thornton, DVM

ATTEST:

TORRANCE COUNTY CLERK

APPROVED AS TO FORM:

TORRANCE COUNTY ATTORNEY

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter into a contract with any state or agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process; or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Stacy Thornton, OVM
Signature

6/3/19
Date

Title (Position) Owner of Western Trails



*Agenda Item
No. 13-J*

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered this 3 day of June, 2019 by and between Torrance County, New Mexico, (hereinafter the "County"), and Western Trails Animal Hospital, (hereinafter "Contractor") for the provision of professional services to the Torrance County Animal Shelter (hereinafter the "Animal Shelter").

1. **SCOPE OF SERVICES:** Contractor agrees to perform the following services and/or provide the following services to the Animal Shelter, as the supervising veterinarian:
 - a. Review the standard operating procedures (SOP) regarding Humane Euthanasia and the controlled drug accountability standards used by the shelter.
 - b. Assist the Animal Shelter in ordering controlled substances and supplies used by the shelter.

Contractor agrees that Dr. Stacey Thornton shall primarily be the veterinarian designated to fulfill the obligations under this Agreement, but that certain functions may be delegated to the Practice Manager, or other veterinarian employed by or contracted to the Contractor

2. **PAYMENT:** The County hereby agrees to pay Contractor the sum of \$100.00 plus gross receipts tax for each actual inspection of the shelter to perform the services set out above. **THE MAXIMUM AMOUNT TO BE PAID UNDER THIS AGREEMENT SHALL NOT EXCEED \$1,000.00 per annum.**
3. **TERM:** This Agreement shall expire on the anniversary date hereof, except that the parties may agree to extend the contract, subject to the requirements of New Mexico law governing governmental procurements.
4. **STATUS AS CONTRACTOR:** In the performance of services hereunder, Contractor shall be an independent contractor of the County. The parties shall perform as set out in this Agreement, and each accepts the contractual relationship, which is established herein.
5. **STANDARD OF CARE:** Contractor covenants with the County to furnish his professional skill and judgment with due care in accordance with the generally accepted standards of those performing like services, in accordance with acceptable standards of his profession in effect on the date hereof.
6. **TERMINATION:** This Agreement may be terminated without cause by either party upon thirty days prior written notice to the other party. This Agreement may be terminated by either party upon seven days prior written notice to the other should the other fail substantially to perform in accordance with the terms and conditions hereof.

In the event of any termination of this Agreement, which is not the fault of Contractor, Contractor shall be paid all amounts payable hereunder in respect to services performed through the date of such termination.

7. **CONFIDENTIALITY:** Contractor shall comply with New Mexico law concerning the disclosure of confidential information pertaining to any County activity.
8. **ASSIGNMENT:** This is a professional services contract and may not be assigned or transferred without the prior consent of the County.
9. **CONFLICT OF INTEREST:** No officer, employee, or agent of the County who exercises any function or responsibility in connection with the services provided pursuant to this agreement, or any other person who exercises any function or responsibility hereunder, shall have any personal financial interest, direct or indirect, in this agreement
10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.

11. **INDEMNIFICATION:** The Contractor will defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the Contractor, or by reason of the intentional or negligent act of the Contractor or its agents, representatives and/or employees.

The Contractor further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the County in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the County in any such action or proceedings.

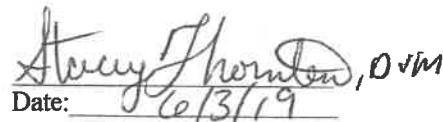
The Contractor further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Agreement. All individuals hired are employees of the Contractor and not of the County.

12. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties and incorporates all prior negotiations, representations, or agreements, written or oral, between Contractor and the County. This Agreement may be amended only by written instrument signed by Contractor and the County.
13. **BRIBES, GRATUITIES AND KICKBACKS PROHIBITED:** Bribes, gratuities and kickbacks are expressly prohibited. This contract incorporates by reference, as if fully stated herein, the applicable criminal laws prohibiting bribes, gratuities and kickbacks as required by NMSA 1978, § 13-1-191.

IN WITNESS THEREOF this contract has been executed by the parties hereto in an original and one counterpart copy.

TORRANCE COUNTY, NM

Dr. Stacey Thornton


Date: 06/13/19

County Manager

Approved as to legal form:

Torrance County Attorney

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, 13-1-191.1 (2007), any person seeking to enter into a contract with any state or agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two year prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

Stacey Thornton, DVM
Signature

6/3/19
Date

Title (Position) owner of Western Trails



*Agenda Item
No. 14-A*

State of New Mexico
Board of Veterinary Medicine

MICHELLE LUJÁN GRISHAM
Governor



Rebecca J. Washburn, DVM
Chair

Frances R. Sowers
Executive Director and CFO

June 5, 2019

Belinda Garland
Torrance County Animal Services
Post Office Box 48
Estancia, New Mexico, 87106

Dear Belinda Garland:

Prior to the transfer of jurisdiction of sheltering providers from the Animal Sheltering Board (ASB) to the Board of Veterinary Medicine (BVM) on July 1, 2018, the ASB selected recipients and amounts for distribution from the Animal Care Fund. Funds are to be used strictly for spay/neuter programs. Torrance County Animal Services was selected to receive funds in the amount of \$2,123.41; the funds will be released pursuant to the method set out in the W-9 form recently submitted to the BVM. Once you receive the payment, please sign below and return the original to my attention at the address below.

All funds must be expended by May 1, 2020. Torrance County Animal Services will submit a written report to BVM no later than June 30, 2020, setting out a detailed accounting of expenditures associated with spay/neuter programs. Receipts and invoices must be attached as supporting documents to the report. **Failure to comply with these terms may jeopardize future funding consideration.**

Congratulations on your organization's selection as a recipient. Your hard work in providing sheltering services to homeless, unwanted and lost domestic animals is appreciated by the Board and the citizens of New Mexico.

Sincerely,

Frances R. Sowers
Executive Director and CFO

By accepting the funds, Torrance County Animal Services agrees to the stipulations as set forth in paragraph two.

By: Anna Sullivan Director
Printed name and title

7301 Jefferson Street, N.E., Suite H
Albuquerque, NM 87109-4363

Telephone 505.553.7021
Facsimile 505.553.7024





Agenda Item
No. 14-B

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



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Wayne Johnson

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

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

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

Name: Belinda Starland Manager / Finance
First Last Department / Company / Organization Name

Today's Date: 6-10-19 Mailing Address: _____
(Departments/employees of Torrance County need not include their address)

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

Email Address: _____

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

Brief explanation of business to be discussed:

Results of Workers Compensation Audit

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 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: _____

2018 Payroll Audit Findings – Torrance County

The New Mexico County Insurance Authority Workers' Compensation Pool annually hires an outside audit firm to conduct payroll audits of each member's payroll. Carr, Riggs & Ingram (CRI) conducted the 2018 payroll audit, the results of which are used in the underwriting process for the 2019-20 renewal. Below are the different areas CRI reviewed during the Audit:

- **CRI gained an understanding of the payroll process by using the standard government PPC Audit Program Activity Control Activities Form offered by Thomson Reuters.**
- **CRI obtained the payroll payment reports for the twelve months ending December 31, 2018 for your County. CRI randomly select 10 payroll checks/direct deposits and evaluated each of the selected payroll checks/direct deposits for adherence with each respective County's payroll process.**
- **CRI summarize each county workers' compensation payroll exposure by NCCI Code and Employee Status (Full Time or Part Time).**
- **CRI Reconciled payroll expense reported for your County on Internal Revenue Service Form 941 (for each quarter of the 12 months ended December 31, 2018) to within 1% of the reported workers' compensation payroll exposure.**
- **CRI Compared prior year (for the 12 months ended December 31, 2017) gross salaries to current year (for the 12 months ended December 31, 2018) gross salaries.**
- **CRI identified the key controls related to the payroll process for your County, and tested 10 payroll transactions to determine if the key controls were in place and working properly for these selected transactions.**

CRI did not note any deficiencies and noted no exceptions.



*Agenda Item
No. 14-C*

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



County Commission
Commissioner Kevin McCall, District 1
Commissioner Ryan Schwebach, District 2
Commissioner Javier E. Sanchez, District 3
County Manager
Wayne Johnson

**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: Linda Smith _____
First Last
Bethel Community Storehouse
Department / Company / Organization Name

Today's Date: 6-12-19 Mailing Address: PO Box 968 Moriarty, NM 87035
(Departments/employees of Torrance County need not include their address)

Telephone number/Extension: 505-832-6642 Fax Number: 832-4609
Would you like this Agenda Faxed to you? Yes No

Email Address: linda@bethelstorehouse.org

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

Brief explanation of business to be discussed:

I would like to present the County Commissioners with
Bethel's annual report to the community

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

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

Has this been reviewed by the County Attorney? YES NO

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

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

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

Other: _____



*Agenda Item
No. 15*



*Agenda Item
No. 16*