



**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**February 26, 2020**  
**9:00 A.M.**

**For Public View**  
**Do Not Remove**



***Torrance County***  
BOARD OF COUNTY COMMISSIONERS (BCC)  
**Kevin McCall**, District 1  
**Ryan Schwebach**, District 2  
**Javier Sanchez**, District 3

**Wayne Johnson**, County Manager

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**ADMINISTRATIVE MEETING  
AGENDA**

**WEDNESDAY, FEBRUARY 26, 2020 @ 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**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
  - A. COMMISSION:** Motion to approve the February 12, 2020 Torrance County Board of County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
  - A. MANAGER:** Motion to approve the 4<sup>th</sup> Quarter Restrictive Housing Report.
  - B. FINANCE:** Approval of Payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
  - A. DWI:** Motion to approve Resolution No. 2020- \_\_\_\_\_ Torrance County submission of grant application for LDWI funding from the Department of Finance Administration (DFA). **(Staff Analysis Attached)**
    - 1. Motion to approve Application Budget**

2. Memorandum of Understanding (MOU) between Torrance County DWI Program and Department of Finance Administration (DFA).
3. Statement of Assurance

## 12. APPROVALS

**A. FIRE:** Motion to approve payment for Tavenner's Towing and Recovery from FY19.(Staff Analysis Attached)

**B. MANAGER:** Motion to approve Memorandum of Understanding (MOU) between Torrance County and Mesalands Community College.(Staff Analysis Attached)

## 13. DISCUSSION

**A. MANAGER/GRANT COORDINATOR:** Torrance County Complete Count Committee activity report.

## 14. EXECUTIVE SESSION

**15. Announcement of the next Board of County Commissioners Meeting:**  
March 11, 2020 9:00 am @ the Torrance County Admin Building.

**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*



*Agenda Item  
No. 7*



*Agenda Item  
No. 8-A*

**DRAFT COPY  
TORRANCE COUNTY BOARD OF COMMISSIONERS  
COMMISSION MEETING  
FEBRUARY 12<sup>th</sup>, 2020**

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

**OTHERS PRESENT:** WAYNE JOHNSON-COUNTY MANAGER  
JOHN BUTRICK-COUNTY ATTORNEY  
JANICE Y. BARELA-DEPUTY COUNTY MANAGER  
YVONNE OTERO-ADMIN. ASST.

**1.) CALL MEETING TO ORDER**

Chairman Schwebach calls the February 12<sup>th</sup>, 2020 Commission Meeting to order at 11:04 A.M.

**2.) Invocation and Pledge of Allegiance**

**Pledge lead by Chairman Schwebach**

**Invocation lead by Commission McCall**

**3.) Changes to the Agenda**

County Manager Johnson states that agenda Item 12-F needs to be changed from Road to Finance and Item #13-A needs to be deferred until the next meeting.

**4.) PROCLAMATIONS**

There were none presented.

**5.) CERTIFICATES AND AWARDS**

There were none presented.

**6.) BOARD AND COMMITTEE APPOINTMENT**

There were none presented.

## 7.) PUBLIC COMMENT and COMMUNICATIONS

**Stefani Lord**, with ProGun Woman, states that she is honored to be here. Ms. Lord states that she is in full support of the Commission passing an Anti-Red Flag Resolution. Ms. Lord states that as the bill reads in Sec 14 it opens up for all the Sheriffs in the states to be open to a lawsuit. This bill would also penalize those that have become a 2<sup>nd</sup> amendment sanctuary area. This would create huge problems financially. Ms. Lord is asking that the Commission pass this resolution to give themselves some type of protection.

**Mayor Nathan Dial** for the Town of Estancia, states that he is also in full support of the County passing this resolution. The Town of Estancia is 100% in favor of this and offers help if they need it. This bill is poorly written. They are passing all these laws that will eventually lead to gun registration, and registration leads to confiscation. Once again he would like to state that the Town of Estancia is in full support of this.

**Steve Guetschow**, P & Z Coordinator, states that at the February 5, 2020 P & Z meeting the board heard testimony regarding a proposed change in zoning under a Special Use permit for lands located at 207 Salt Mission Trail. Torrance County will conduct a public hearing for the zone change after the required public notice period.

**County Manager Johnson** states that no action can be taken on this until/unless we close on the property. As of right now we cannot request this zone change.

**Steve Guetschow** states that with the Red Flag legislation there is also SB115, the Cannabis Regulation Act. Under review of this document in HB160 there is no provision that the state authorizing agency or the committee will verify that the applicant for those licenses will have to have local approvals. There are more than one local government having issues with this. Mr. Guetschow urges everyone to contact their senators and let them know that they need those provisions from the local governments for land use approvals before they issue the applicants the license.

## 8.) APPROVAL OF MINUTES

**a.) COMMISSION:** Motion to approve the January 8, 2020 Torrance County Board of County Commission Minutes

**ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the January 8, 2020 Torrance County Board of County Commission Minutes. **Chairman Schwebach** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

## 9.) APPROVAL OF CONSENT AGENDA

**a.) FINANCE:** Approval of Payables

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

b.) **MANAGER:** Motion to approve the appointment of County Manager Wayne Johnson as the Torrance County voting member to the NM Counties Insurance Authority (NMICA) and Nick Sedillo as the alternate. (Staff Analysis Attached)

**ACTION TAKEN:** Chairman Schwebach makes a motion to approve appointment of County Manager Wayne Johnson as the Torrance County voting member to the NM Counties Insurance Authority (NMICA) and Nick Sedillo as the alternate. Commissioner Sanchez seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

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

There were none presented

#### 11.) **ADOPTION OF RESOLUTION**

a.) **FINANCE:** Motion to approve Budget Increase for computer upgrades, PILT and HITDA. Resolution No. 2020-06

Jeremy Oliver, Finance Director, states that he is requesting approval for a budget increase for the computer up grades. We had more equalization of GRT's and from staff to help with the computer upgrade. There will also be funds from the Sheriff's HITDA Task Force that will help with the increase. The PILT had additional funds from the repower of the High Lonesome project, and it changed our payment date to June 1<sup>st</sup>. So we were able to add those amounts as well.

County Manager Johnson states that this is all new money that was not anticipated in the original budget. We have needed to upgrade the computers for quite some time and this was how we were able to pay for the upgrades.

Commissioner McCall asks if this is just software or will it be hardware as well.

County Manager Johnson states that it will depend on the machine. For some it will just be a software upgrade, but for some it will require a hardware upgrade as well since they will not be able to sustain the upgrade.

Commissioner Sanchez asks how much money will come from the PILT.

Jeremy Oliver states that \$12,000.00 will come from the PILT. This is additional funds that wer not anticipated. Triadic will have to come out and reinstall their programs on computers in several offices. This fee from the PILT will cover this.

Commissioner Sanchez states that there are other amounts in the increase that are coming out of the PILT and wants to know what those are for.

Jeremy Oliver states that the \$37,601.00 is for the payment to the schools. This will be the last payment we make to the schools as there payment will now go to them directly. The amount for salaries is to pay out the vacation time for some elected officials that should have been paid prior to them going into office.

**County Manager Johnson** states that we are not paying elected officials vacation time. This was left over from when they were regular county employees. They were never paid out when they took office and this is a liability that needs to be taken off the books.

**Commissioner Sanchez** asks what the \$371,072.00 is for.

**Jeremy Oliver** states that it is the remaining amount from the PILT increase for the June 1<sup>st</sup> payment and the prorated amount that was just received. It is being put into a line item for now, it is not marked for anything it is just being captured.

**Commissioner Sanchez** asks if the \$12,000.00 can be found in another area other than the PILT, and asks if he can look on his own to see if there are other locations the money can come from.

**Jeremy Oliver** states that they have searched and there are no other areas that money can be pulled from.

**County Manager Johnson** states that the Triadic part of the upgrade was not anticipated in the original cost. They have looked in all possible areas and there is nothing available, but Commissioner Sanchez is more than welcome to look.

**Jeremy Oliver** states that there is no better area to get the money from. Commissioner Sanchez may look but we need to get the PO out immediately so the search would have to be done by the end of the week.

**County Manager Johnson** states that if money is found in another area the money taken from the PILT can be replaced.

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve the Budget Increase for computer upgrades, PILT and HITDA, Resolution No. 2020-06. **Commissioner McCall** seconds the motion. **Commissioner Sanchez** abstains his vote. No further discussion, 2 Commissioners in favor. **MOTION CARRIED**

**b.) MANAGER:** Motion to approve Resolution 2020-07 a new Torrance County Tangible Property Disposition process repealing all previous property disposition policies (Staff Analysis Attached)

**County Manager Johnson** states that we have a problem with getting rid of old property. This policy is designed to make the process move faster in the disposition of capital assets. One disposition that comes to mind is in the Sheriff's department and wanting to give a couple of vehicles to Mora County. There is supposed to be a meeting of the disposition committee, and there has not been one since he has been here with the county.

Under this process, the Sheriff would contact Mr. Johnson on the vehicles they want to move, the Mr. Johnson would contact the Operations Manager and the Finance Manager for review. They will then bring it before the Commission for approval by resolution, then that information will be sent to the State Auditor's office and wait 30 days and then we can move forward with the transfer of property. This would be better to track our capital assets and get rid of property quicker.

**Commissioner McCall** asks if the Commission would need to approve every single item when it comes up.

**County Manager Johnson** states that each purchase would be out together as their own agenda item in one resolution. They will list out the items and their recommendations of what the disposition of that item is. You will be approving every item as a group.

There is some discussion back and forth between Commissioner McCall and County Manager Johnson on how the current process is handled for the disposition of property.

**Commissioner McCall** states that he doesn't see that this covers the dermo equipment.

**County Manager Johnson** states that it does and it doesn't. We have to receive title to the equipment before it can be sold. We do not have titles for some of the equipment.

**Sheriff Rivera** states that the dermo issues are controlled by the dermo program. The department is not considered the owner without the title. They stay on a list and the dermo comes to check to make sure we are still in possession of the vehicle. Once all requirements are met and the vehicle is sold we are required to let dermo know where the vehicle went.

**County Manager Johnson** states that the vehicles do belong to the County but because they are part of the dermo program we have restrictions. We cannot do anything until we have met all the federal requirements. Once those are met we can then dispose of the property.

**ACTION TAKEN: Chairman Schwebach** makes a motion to approve Resolution 2020-07 a new Torrance County Tangible Property Disposition process repealing all previous property disposition policies. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

c.) **COMMISSION:** Motion to approve Resolution 2020-08 opposing "Red Flag" gun control legislation and support Second Amendment Rights. (Commissioner McCall) (Staff Analysis Attached)

**Commissioner McCall** states that he asked to have this item placed on the agenda and have some discussion on it. He states that he was watching the debate on this. They are by-passing judicial, which is not a good sign. There are things in it that they are trying to hide, this bill is not good. We need to oppose this because this will increase the liability for the county. Commissioner McCall is highly opposed to any increased liability that would be brought to the county. This bill is putting our Sheriff's and Deputies in great danger when it comes to them making a last minute decision when it comes to discharging their weapon. Commissioner McCall has a problem with the fact that they have no immunity when it comes to the decision they make. He feels that this is a violation of our 2<sup>nd</sup> Amendment rights.

**ACTION TAKEN: Chairman Schwebach** makes a motion Resolution 2020-08 opposing "Red Flag" gun control legislation and support Second Amendment Rights. **Commissioner McCall** seconds the motion. **Chairman Schwebach** would like to open this up for discussion and would like to invite anyone who would like to speak on this. **Chairman Schwebach** agrees that this is poorly written bill. This has nothing to do with the concept of saving lives or



helping the citizen. He believes their full intention is to see how far our rights can be pushed. He is in approval of this resolution, and strongly opposed to the bill. Chairman Schwebach is in full support of our Sheriff's. We cannot put them in harm's way. **Sheriff Rivera** states that he completely agrees with what the Commissioners have to say. He has been going to Santa Fe to fight this bill. It doesn't benefit anybody. There are already laws on the books that protect us. They are trying to violate our 2<sup>nd</sup> Amendment rights. Once you take away one Amendment you take them all away, that leave us with no way to defend ourselves. **Commissioner McCall** asks Sheriff Rivera if this bill puts us between a rock and a hard place regarding the decision you make or don't make. **Sheriff Rivera** replies, yes, it does. Law enforcement does have some discretion but this bill is trying to take away that discretion. There is some discussion between Sheriff Rivera, Commissioner McCall, & County Manager Johnson concerning this law and what harm it's going to cause. **County Attorney Butrick** states that in addition to the constitutional issues there is also likely a conflict with state law. From his experience with the legislature he finds it odd that it is not going through judiciary. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**Chairman Schwebach** states that this passed unanimously and he urges the public to take any minutes or transcripts to their legislators to make sure the elected official know how you feel concerning this bill.

**Commissioner McCall** states that he appreciates all that law enforcement does and to keep doing what they are doing.

**d.) ROAD:** Motion to approve Resolution 2020-09 the Annual Certified County Mileage

**Charmen Padilla**, Executive Assistant for the Road Department, states that she is presenting to the Commission the Resolution for the annual Maintained Mileage report. This report goes out to NMDOT.

**County Manager Johnson** states that he would like to bring up a technical issue. In legal review of the document there are some citations that need to be corrected because they are wrong. We ask that you approve this resolution upon the corrections to the citations.

**Charmen Padilla** states that the letters have been going out for years and its cause for a better look into the letters to make sure the correct information goes out.

**County Attorney Butrick** states that the changes appear to only to be technical it is both to the letter and the resolution. It's all technical stuff and not the substance of the document.

**ACTION TAKEN:** **Chairman Schwebach** makes a motion to approve Resolution 2020-09 the Annual Certified County Mileage contingent up the technical changes to the letter and the resolution. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

## 12.) APPROVALS

a.) **MANAGER:** Motion to approve the Purchase Agreement for 207 Salt Missions Trail and authorize the County Manager to authorize all documents and funding required to complete the purchase. (Staff Analysis Attached)

**County Manager Johnson** states that as the Commissioners are aware, this was a topic of one of the closed sessions. We have made an offer on 207 Salt Missions Trail for a road shop. We are in the process of getting the inspections done for that property. This by no means is a closed deal as of yet. There may be issues that arise once the inspections are complete. There may be some things wrong that will have us step out of that transaction. Everything seems to be going well as the first set of inspections were completed.

Mr. Johnson states that he needs the Commission's approval in a public meeting to expend the funds for the purchase. There is nothing new on this, we are just waiting for all the inspections' to come in. After we receive those inspections we will have 10 days to let their objections be known and ask for any repairs that may be needed on the property and then will become part of the negotiations at that point. This may result in a lowering of the overall asking price. This is the approval to expend the funds.

**Commissioner McCall** asks if the funds will be expended up to the amount given and not to exceed the purchase agreement.

**County Manager Johnson** states, at this time we are asking for a little bit higher than what is approved but we are taking it from other line items at this point. The extra amount is \$10,000.00 but he does not see it going any higher than that. The asking price is \$157,500.00. The purchase agreement is in the packets and most of the inspections are being paid for by the seller.

**ACTION TAKEN:** **Commissioner McCall** makes a motion to approve the Purchase Agreement for 207 Salt Missions Trail and authorize the County Manager to authorize all documents and funding required to complete the purchase. **Chairman Schwebach** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

b.) **MANAGER:** Motion to Concur with the hiring of Janice Y. Barela as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager. (Staff Analysis Attached)

**ACTION TAKEN:** **Commissioner McCall** makes a Motion to Concur with the hiring of Janice Y. Barela as the Torrance County Deputy County Manager at the terms and conditions set forth in the contract offered by the County Manager. **Chairman Schwebach** seconds the motion. No discussion, all Commissioner in favor. **MOTION CARRIED**

c.) **COMMISSION:** Southern Torrance County Economic Development Study concern. Request for unspecified action by the Board of County Commissioners. (Commissioner Sanchez) (Staff Analysis Attached)

**Commissioner Sanchez** states that there has been concerns and the communities have composed a letter for the Commission. There is some discussion about the letter and when it was received.

Commissioner Sanchez states that he is committed to making a plan that has maximum impact. He is requesting some action as per the letter in order to insure that the project maintains maximum buy in. At January's meeting there was some reluctance on making a decision because it may have been premature.

**Chairman Schwebach** states that he feels that they entered into a contract to implement this. This puts the Commission in a tough spot and thinks that this should be discussed in executive session and not in a public meeting. The reason for this is because we are discussing a contract.

**County Manager Johnson** states that he doesn't know if there is a hook here and would have to defer this to Attorney Butrick. There does not seem to be any reason why this needs to go into Executive Session unless there is pending litigation. The letter asks that Commissioner Sanchez be in control of the contract and he is strongly opposed to that because that is a huge change to the contract.

**Attorney Butrick** states that he is not aware of an applicable exception to the Open Meetings Act that would allow the commission to enter into executive session at this moment.

**Commissioner Sanchez** reads the letter into record. Letter hereto attached. He states that there is no need to shift control of the project. This issue can be addressed easily. It's a matter of reaching out the communities. He states that the workshop worked very well but the participation at the community level was very low. With the low turnout it is hard to see how this project will work. Commissioner Sanchez goes on to explain his concerns about the community buy in.

Commissioner Sanchez states that the scope of work allowed for 3 meetings. The concerns have been expressed to Ms. Allen and County Manager Johnson and we are continuing to discuss the same issues. He states that we need more meetings but the contractor will not have more meeting unless he is paid more money. We are in a position now where we may not have buy in for this project.

**Chairman Schwebach** states that he does not clearly understand what Commissioner Sanchez is asking. The letter insinuates to restore it to its original intent as described in the scope of work. How have we fallen off the scope of work? What are you requesting of the contractor in addition to their scope of work? Will it involve more money? What does that look like?

**Commissioner Sanchez** replies that the corrective action is minimal. The best thing that could be done would be to meet with the entities and let them express what they would like. They could voice this in front of himself and County Manager Johnson. There needs to be more outreach, the only suggestion is to add more meetings. There would be more money involved should we decide to have 2-3 meetings in the next 3 weeks.

**Commissioner Schwebach** states that this project takes a grassroots drive. The entities and the communities really want this project to succeed. He was aware that not very many people showed up and the only people that seem to want to be involved are the ones that signed this letter as they are the only ones that showed up. Do you think there is a broader spectrum that we failed to grasp?

**Commissioner Sanchez** states that the communities have not had ample opportunities or outreach from the contractor to voice their concerns. Some discussion follows as what should be done to increase outreach, between Commissioner Sanchez and Chairman Schwebach. The example Commissioner Sanchez uses is with getting Encino into the discussion since they were not present at the meetings.

**Commissioner McCall** states that all the people that signed this letter seem to be unhappy with the scope of work. Encino is not listed.

**Commissioner Sanchez** states that he doesn't know if Encino is having issues, he has not heard anything from them. He was only using them as an example.

**Commissioner McCall** states that if Encino had a meeting in their town, and they had issues, then their signature would have been on this letter.

**County Manager Johnson** states that we are near the end of the process. If you add anything to the contract it would be a significant change in the scope of work and the contract. Discussion continues between Commissioner Sanchez and Commissioner McCall regarding the buy in and those that did or did not attend the meetings.

There is discussion between the Commissioners and the County Manager on issues with the contract and not being able to make any decisions at this point. There has been hard work in getting people to attend the meeting and the contract was not structured to get to every entity. There is some talk about having one extra meeting and what it would cost and if we want to pay to have that extra meeting. The contract is binding, and any changes would cause problems.

**County Manager Johnson** states that he is willing to meet with the contractor and another staff member and discuss the options of another meeting and what it would cost. There is no way 3 meetings can come out of this contract.

**County Attorney Butrick** states that the OMA only allows the Commissioner to enter Executive Session if there is a new set of competitive seal of proposals and contract negotiations.

**Commissioner Sanchez** states that the contract and the scope of work are ok. He cannot figure how we are going to get certain communities to attend when there is zero attendance from them. You need to get the voice from all those involved. We have not garnered their buy in. We need to do all we can to assure maximum impact.

**Commissioner McCall** states that the communities had their opportunity to get involved to see what all this was about. Why can we fault the contractor when they fulfilled their obligation with the meetings. You can't force anyone to attend the meetings.

**Chairman Schwebach** states that what he has seen from the land grants, he does not know what else we can do to get them to participate. We need to move forward, and possibly have another meeting.

**Commissioner Sanchez** states that he is suggesting a meeting for the county to engage the communities and include himself and the County Manager and make sure everyone is working together. From there they can figure out what needs to be brought to the Commission. No decision can be made now there needs to be more information brought to us.

**Commissioner McCall** asks what will ensure that these signatories will feel that they are being heard. They he feels that they have already made their opinion on this study. Nothing we can do will change that.

Discussion continues between Commissioner McCall and Commissioner Sanchez concerning the contract and getting the entities to buy in.

**Chairman Schwebach** states that he agrees with Commissioner Sanchez, there is no harm in trying to get one more meeting and speak with the signatories and see what would facilitate more buy in. If we cannot deviate from the contract nor add what they feel needs to be done, they need to look into the draft and let us know how they feel.

**County Manager Johnson** would like to recommend that this meeting not include the contractor so that no more costs are incurred. He suggests that it be himself and some county staff. Commissioner Sanchez could have asked me at any time if he had questions on this matter instead of bringing it to the board and states that he would be happy to do so at anytime.

**Commissioner McCall** asks how they will get the information from that meeting to the contractor.

**County Manager Johnson** states that he will have the project manager and the Deputy County Manager, and himself as part of the meeting. They will be meeting with the land grants and also Commissioner Sanchez, and if one of the other Commissioners decides to be present he needs to be aware so that it can be advertised properly. This is a good way to address some of these concerns and get everyone heard.

**Commissioner McCall** states that he would like for all the entities to be involved, including Encino.

**Commissioner Sanchez** states that he is not aware if Encino is not satisfied or is satisfied. The only reason he mentioned Encino was because they did not participate in any of the modules.

**No action taken, discussion only**

**d.) COMMISSION:** Motion to approve the Torrance County Heritage Center Development guidelines, scope of work, & request for an additional at-large member. (Commissioner Sanchez)(Staff Analysis Attached)

**Commissioner Sanchez** states that he is here talking about this today because he was the person selected to carry out the functions of the secretary. At the next meeting they will elect officers. County Attorney Butrick has reviewed the document and would be interested in any input he may have on the document.

**County Attorney Butrick** states that he has reviewed the operation procedures and he shares the same concerns from the staff report. If no one has read the staff analysis he would like to encourage them to do so.

**County Manager Johnson** states that it is held in the significant issues section of the document. We have created a resolution that creates this committee. Some of the things in the operational procedures and the requests, would require a change to the resolution. The THC is requesting staff support in the form of county staff members. This member would take the minutes, attend the meetings, and prepare the minutes. This would require overtime for the staff member since the meetings are held after hours. This board does not generate funds; therefore, they are requesting an At-Large member. If a member is to be added or a change is made, the resolution must be amended and brought before the Commission for approval. There is also a request to change the name to the Estancia Valley Heritage Center Committee, this change must be brought before the Commission for approval.

**Commissioner Sanchez** asks if County Manager Johnson was able to go through and red line the procedures.

**County Manager Johnson** states that he did not go through and red line them. The operating procedures can be anything the committee wants them to be as long as they don't violate the boundaries of Resolution 2019-53. Adding a member or changing their status as a member must be brought before the Commission for Approval. Any other changes that don't violate this Resolution or the rules of operation for the Commission, does not require the approval of the Commissioners. If the committee wants to get someone they know to handle the minutes, they may do so.

**Commissioner Sanchez** asks if they need to go through each request one at a time.

**County Manager Johnson** states that he would like for the board to understand that he is not adverse in providing staff support. It would be a minimal cost, if they are provided with minutes and agendas, they will be posted to the website, as they are doing this now since it is part of the job duties. When we get into disagreement is the level of support to be given by a staff member. The only board we provide full support to is the P & Z board. We need to keep the same level of support as we do for any other board with the exception of P & Z.

**County Attorney Butrick** would like to apologize for not calling them back after he received this document. He did receive it and he read the staff analysis, and he knew the Commissioners had received this as well, and again would like to apologize for not calling them back.

**Commissioner Sanchez** states that as he looks at the staff recommendations, he feels that the committee should rely on a volunteer staff member to take on the tasks described in section 9. Per the instructions in this section it states that the committee should find a volunteer member or a committee member to handle these tasks. Section 2 deals with the name of the Committee.

**County Manager Johnson** states that the name change would have to be brought to the Commission as an amendment as it was named so in the Resolution.

**Commissioner Sanchez** states that as per the memorandum if there is a request to change or add a member, it will be per the Commission. By requesting this they are not violating the resolution. The Commission could add or make changes.

**County Manager Johnson** states that they are not violating anything. What he is saying is that they do not have the authority to make any changes. All changes must be brought before the Commissioner for approval. He is also concerned with the language “Shall include, but not limited too” implies that the committee can add members without having to come before the Commission.

**Commissioner Sanchez** asks if this document can be redlined and possibly have a communication be drafted so that things are clear as to the responsibilities of the committee, and present a revised version of the operating guidelines at the next meeting.

**County Manager Johnson** states that he would be more than happy redline the document and then come back to the Commission for the approve of the changes. No approval is needed if there are no violations to the resolution itself. He recommends that after Commissioner Sánchez gets the redlined version, that he come before the Commission with the request for changes to the resolution, absent of the approval for the operational procedures. The rules belong to the Commission and are ok as long as they don’t violate them.

**County Attorney Butrick** states that if in the future the Commission wants something put into the operating procedures that might not be in accordance with the resolution, you are more than welcome to provide a new resolution.

**Commissioner McCall** asks if all the board members have been fulfilled that are called for in the resolution. He would like to know who is representing the City of Moriarty. He has a problem with the resolution because it states that a representative from each municipality will be represented.

**Commissioner Sanchez** states that Moriarty is not specifically named but it would be good to have a representative from Moriarty on the board.

**County Manager Johnson** states that the original resolution reads that a member from each of the municipalities, that includes Moriarty, Mountainair, and Estancia. It also includes one from each land grants, one from the Moriarty Historical Society, and a member from the National Park Service.

There is discussion back and forth concerning the members for the board and there not being a representative from the City of Moriarty.

**Chairman Schwebach** recalls when they passed the resolution there was not one from the City of Moriarty that was interested. There was no reason not to move it forward. The position will always be open for the City of Moriarty to place a member on the board. Chairman Schwebach would like more clarification on the at-large member.

**County Manager Johnson** states that the membership is defined, there is no mention of an at-large member, if there is a request to add an at-large member then the resolution would need to be changed.

**County Attorney Butrick** states that the member from the National Park Service is a voting member right now per the resolution, that needs to be changed as well. In the proposed guidelines the NPS member would be a non-voting member.

There is discussion concerning the voting and non-voting members.

**County Manager Johnson** states that he would like to suggest he and Commissioner Sanchez talk about this after the meeting.

**e.) COMMISSION:** Discussion and Action on Willard EMS Station. (Commissioner Sanchez)  
(Staff Analysis Attached)

**Commissioner Sanchez** states that he placed this on the agenda because he would like to know more about the station and what the long-term plan is, and what needs to be done to complete this.

**Chief Lester Gary** states that they are working on getting the full time EMT/Fire Fighters. The department is now fully staffed with 1 full time employee and 2 part time employees. They are also beginning to staff the Willard station 3 days per week, one of the days the station will only be staffed with 1 responder.

The department is working with a vendor to make some upgrades to the station. There is a very large need for EMS in the southern part of the County and the Mountainair area. With these changes we are looking at changing dispatch protocol on getting out the appropriate units to the certain area and the mutual aids.

The department is looking into the budget to see where the money can come from to hire more staff for the Willard and McIntosh areas.

**Commissioner Sanchez** asks how long the department has been fully staffed and how they are doing equipment wise.

**Chief Gary** states that the department has been fully staffed for about 3 weeks. As for the equipment only 3 of the medical rescues from districts 2, 3 & 5 are up to the PRC staffed level. Those are the only 3 required to be staffed. An additional ambulance has been placed in Willard, but it is not fully stocked. His plans are to have it fully stocked as well as a couple more.

There is more discussion on what is going on with the department and the response times and information for certain areas of the county between Commissioner Sanchez and Chief Gary.

#### **NO ACTION TAKEN DISCUSSION ONLY**

**f.) FINANCE:** Motion to approve IFB 2020-01 HFE Oil for Torrance County Road Department



**Jeremy Oliver** states that they went out for bid on road materials. This is a request to approve the award to Holly Frontier. They were the only company to place a bid and the amount is \$600.77 per ton and is a yearly bid that is contracted for road materials.

**Commissioner McCall** asks Mr. Oliver if he can recall the amount for this award from last year. He also asks if there was another bidder last year.

**Jeremy Oliver** states that he cannot recall off hand, but it was right around the same price. Mr. Oliver states that this company has been the same for years as they are the only company that can provide is with the materials and get them to this area.

**ACTION TAKEN: Chairman Schwebach** makes a motion to approve IFB 2020-01 HFE Oil for Torrance County Road Department. **Commissioner Sanchez** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**g.) FIRE:** Discuss and motion to approve Torrance County Ambulance State Wide Billing Tariff

**Chief Lester Gary** states that since the department has acquired their PFC certificate #43650, per the PRC in NMSA 78 Sec 65, requires all agencies to submit to the PRC a copy of a billing tariff. We are not currently looking at billing for our service, but plan on doing so in the future, and per state statute we need this tariff in place once we start billing for service. If you look at the tariff before you it is identical to that of the state. There has been no changes or additions, and the document that was given to the Commission has two typographical errors in it. He has fixed those mistakes and has that version available for signatures once approved. The PRC will place this tariff on their website and the public can then go to that site and see what the rates will be.

**County Manager Johnson** reminds the Commissioners that this is only for transport when superior is unavailable for transport.

**ACTION TAKEN: Chairman Schwebach** makes a motion to approve Torrance County Ambulance State Wide Billing Tariff. **Commissioner Sanchez** seconds the motion. **Chairman Schwebach** asks if there is any further discussion. **Commissioner McCall** states that he read somewhere that the county and the 2 municipalities could get a reduction in fees from like 15% to 10%. **Chief Gary** states that there are two ways in handling the billing. We would have to hire staff that has a lot of experience in medical type billing. There are companies that are out there and they can be used for billing. There are couple of the municipalities use them and if we use this company we could drop down to 10% on the dollar if we join the other two entities. **Commissioner McCall** asks how many transports does the county handle per month. **Chief Gary** states that they handle about 10 calls per month. No further discussion, all Commissioners in favor. **MOTION CARRIED**

### 13.) DISCUSSION

a.) **ANIMAL SERVICE:** Managers Report, Animal Services and Animal Control yearly reports.

This item was deferred until the next meeting

b.) **CLERK:** 2020 Primary Election Update: New Precincts: 17, 18, & 19.

Linda Kayser, Chief Deputy Clerk, states that Linda Jaramillo could not present at the meeting and requested that Ms. Kayser present this item. Ms. Kayser states that the Commission have a copy of the letter that was sent out informing the voters that a new precinct has been added and they were moved into that precinct, a map of the new precincts, and a registered voter stats report that includes those new precincts. The move is completed and the voters have received their new voter identification cards along with the letter explaining the change.

Ms. Kayser states hat the office has had very little calls or concerns regarding this. It could be because none of their districts have changed, everything will remain the same unless there is a need to redistrict in the future, but as for now the only change is the precinct number.

### DISCUSSION ONLY, NO ACTION TAKEN

### 14.) EXECUTIVE SESSION

**ACTION TAKEN:** Chairman Schwebach asks for a motion to enter into Executive Session to speak about the following items:

a.) **MANAGER:** Negotiation with Town of Estancia regarding the County purchase of the Torrance County Fairgrounds. Closed pursuant to NMSA 1978 §10-15-1(H)(8).

b.) **MANAGER:** Purchase of real property for the Pattern Duran, LLC wind energy project. Closed pursuant to NMSA 1978 §10-15-1(H)(8).

c.) **ASSESSOR:** CoreCivic v. Jesse Lucero, County Assessor Torrance County. Closed pursuant to NMSA 1978 §10-15-1(H)(7).

Commissioner McCall seconds the motion. Roll Call Vote, District 1-Yes, District 2-Yes, District 3-Yes. All Commissioner in favor. **MOTION CARRIED**

### ENTERED INTO EXECUTIVE SESSION AT 12:54 PM

**ACTION TAKEN:** Chairman Schwebach asks for a motion to return from Executive Session. Commissioner McCall seconds the motion. Roll Call Vote, District 1-Yes, District 2-Yes, District 3-Not Present. All Commissioner in favor. **MOTION CARRIED**

### RETURNED FROM EXECUTIVE SESSION AT 3:15 PM

**Chairman Schwebach** states that he offers the following statement regarding the Executive Session held on Wednesday February 12, 2020 as part of the Torrance County Commissions regularly scheduled meeting. One of those items discussed on the published notice and agenda for the Executive Session held on Wednesday February 12, 2020 as part of the Torrance County Commissions scheduled administrative meeting originally scheduled at 9 am but delayed until 11 am were discussed in Executive Session. **Chairman Schwebach** asks for a motion to approve this statement. **ACTION TAKEN: Chairman Schwebach** makes a motion to approve the statement. **Commissioner McCall** seconds the motion. No discussion, all Commissioners in favor. **MOTION CARRIED**

**ACTION TAKEN: Chairman Schwebach** makes a motion to approve the county attorney and the County Manager be authorized to proceed with real property and litigation matters that were discussed in Executive Session held on February 12, 2020 within the parameters set by this Commission. **Commissioner McCall** seconds the motion. No discussion, all Commissioner in favor. **MOTION CARRIED**

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

**Chairman Schwebach** states that the next commission meeting will be held on February 26<sup>th</sup>, 2020, 2019 at 9:00 am.

**ADJOURN**

**ACTION TAKEN: Chairman Schwebach** makes a motion to adjourn the February 12<sup>th</sup>, 2020 Commission Meeting. **Commissioner McCall** seconds the motion. No further discussion, all Commissioners in favor. **MOTION CARRIED**

**MEETING ADJOURNED AT 3:16 PM**

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

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

\_\_\_\_\_  
Date

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



*Agenda Item  
No. 9-A*



# Torrance County Board of Commissioners

Meeting 2/26/2020

Item 9A

Department: Manager  
Prepared By: Wayne Johnson

## **Title: 4<sup>th</sup> Quarter Restrictive Housing Report / Monetary Settlement Report**

### **Action:**

Motion to Accept the 4<sup>th</sup> Quarter Restrictive Housing and Monetary Settlement Reports.

### **Summary:**

Effective July 1<sup>st</sup>, 2019, The New Mexico Restricted Housing Act requires counties or a county's jail contractor to provide a quarterly report to the County Commission detailing information regarding the facilities' use of restrictive housing. The report must contain the age, gender, and ethnicity of every inmate placed in restrictive housing; the reason restrictive housing was used; and the dates the inmate was placed in restrictive housing and his/her release date. On the day the report is presented to the County Commission it must also be submitted electronically to the Legislative Council Services Library. Concurrent with the Restrictive Housing Report, contractors for private detention facilities are required to provide the Commission and the Legislature a report of all monetary settlements. These reports will be included in minutes of this meeting.

### **Significant Issues:**

None

### **Financial:**

No financial impact.

### **Staff Recommendation:**

Approval

**Torrance County Detention Center**  
**Restricted Housing Quarterly Report**  
**Reporting Quarter:**

Agency #	Age	Gender	Ethnicity	Reason for Placement	Date Placed	Date Released
01092192	30	1	9	3	09/23/2019	11/13/2019
	30	1	9	3	11/25/2019	12/12/2019
10230374	27	1	9	5	10/31/2019	11/15/2019
01035754	50	1	9	2	11/19/2019	22/27/2019
02211934	20	1	9	3	11/25/2019	12/12/2019
05132511	23	1	5	2	12/02/2019	12/04/2019
04228984	31	1	5	3	10/09/2019	11/13/2019
12319610	18	1	9	5	11/10/2019	11/13/2019
01268058	46	2	5	3	11/08/2019	11/16/2019
03172752	20	1	5	2	11/14/2019	11/18/2019
09145856	41	1	5	2	11/18/2019	11/18/2019
05255988	25	1	9	3	12/06/2019	12/18/2019
11031136	32	1	9	3	09/20/2019	10/07/2019
	32	1	9	3	11/19/2019	12/31/2019
12180151	28	1	9	3	12/28/2019	12/31/2019
02270413	38	1	9	3	10/25/2019	11/27/2019
04027950	35	1	9	3	10/31/2019	11/07/2019
	35	1	9	3	11/13/2019	11/16/2019
12072920	34	1	9	2	11/13/2019	12/5/2019

Reason for Placement:	Ethnicity:	Gender:
1= Inmate is a threat to others or a danger to themselves	1=Asian	1=male
2= Inmate is a threat to the safety and security of the facility	2=Black/African American	2=female
3= Disciplinary sanctions	3=Hispanic Black	3=transgender male
4= Medical and mental health hold	4=Hispanic Native Indn	4=transgender female
5= Other	5=Hispanic White	
	6=Native American	
	7=Pacific Islander	
	8=Unknown	
	9=White	

Administrator's Name: Cell with  
 Date: 11/16/20  
 Signature: [Signature]







*Agenda Item  
No. 9-B*

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

TOTAL CHECKS PRINTED 113

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 264,566.83 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 02/20/2020 . WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

-----  
Kevin McCall

-----  
Javier Sanchez

-----  
Ryan Schwebach

-----  
Linda Jaramillo

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

-----  
Tracy L. Sedillo

** GRAND TOTAL **		264,566.83	.00
**TOTAL			
GENERAL FUND			
**DEPT		24,076.46	.00
401-05-2204	COUNTY COMMISSION	1,592.70	.00
401-05-2207	RENT OF LAND/BUILDINGS	200.00	.00
401-05-2243	TELECOMMUNICATIONS	142.70	.00
	CONTRACT - KXNM COMMUNITY FOUNDA	1,250.00	.00
**DEPT			
PLANNING & ZONING			
401-08-2205	TRAVEL - EMPLOYEES	240.08	.00
401-08-2207	TELECOMMUNICATIONS	183.00	.00
	TELECOMMUNICATIONS	57.08	.00
**DEPT			
COUNTY MANAGER			
401-10-2207	TELECOMMUNICATIONS	562.55	.00
401-10-2271	CONTRACT - OTHER SERVICES	477.59	.00
	CONTRACT - OTHER SERVICES	84.96	.00
**DEPT			
ADMINISTRATIVE OFFICES MAINTENAN			
401-15-2203	CONTRACTS - EQUIPMENT MAINT	3,537.83	.00
401-15-2208	UTILITIES - ELECTRICITY	43.14	.00
401-15-2209	UTILITIES - NATURAL GAS/PROPANE	2,255.05	.00
	UTILITIES - NATURAL GAS/PROPANE	1,229.64	.00
**DEPT			
JUDICIAL COMPLEX MAINTENANCE			
401-16-2203	CONTRACTS - EQUIPMENT MAINT	4,367.59	.00
401-16-2207	TELECOMMUNICATIONS	174.28	.00
401-16-2208	UTILITIES - ELECTRICITY	101.68	.00
401-16-2209	UTILITIES - NATURAL GAS/PROPANE	2,739.20	.00
401-16-2210	UTILITIES - WATER	1,109.72	.00
	UTILITIES - WATER	242.71	.00
**DEPT			
COUNTY CLERK			
401-20-2207	TELECOMMUNICATIONS	295.77	.00
401-20-2266	EMPLOYEE TRAINING	255.77	.00
	EMPLOYEE TRAINING	40.00	.00
**DEPT			
ELECTIONS			
401-21-2308	VOTING MACHINE STORAGE	53.07	.00
	VOTING MACHINE STORAGE	53.07	.00
**DEPT			
HEALTH DEPT BLDG MAINTENANCE			
401-24-2208	UTILITIES - ELECTRICITY	1,027.58	.00
401-24-2209	UTILITIES - NATURAL GAS/PROPANE	282.95	.00
401-24-2210	UTILITIES - WATER	230.32	.00
	UTILITIES - WATER	514.31	.00
**DEPT			
MOUNTAINAIR SENIOR CENTER MAINT			
401-27-2207	TELECOMMUNICATIONS	742.39	.00
401-27-2208	UTILITIES - ELECTRICITY	54.18	.00
401-27-2210	UTILITIES - WATER	574.64	.00
	UTILITIES - WATER	113.57	.00
**DEPT			
COUNTY TREASURER			
401-30-2201	MAINTENANCE & REPAIRS - VEHICLES	460.46	.00
401-30-2207	TELECOMMUNICATIONS	174.69	.00
	TELECOMMUNICATIONS	285.77	.00
**DEPT			
ESTANCIA SENIOR CENTER MAINT			
401-36-2207	TELECOMMUNICATIONS	859.59	.00
401-36-2208	UTILITIES - ELECTRICITY	241.31	.00
401-36-2209	UTILITIES - NATURAL GAS/PROPANE	331.70	.00
	UTILITIES - NATURAL GAS/PROPANE	286.58	.00
**DEPT			
MORRIS SENIOR CENTER MAINT			
401-37-2207	TELECOMMUNICATIONS	908.82	.00
401-37-2208	UTILITIES - ELECTRICITY	159.69	.00
	UTILITIES - ELECTRICITY	438.71	.00



DEBITS CREDITS

401-40-2207	TELECOMMUNICATIONS	57.45	.00
**DEPT	COUNTY SHERIFF		
401-50-2203	CONTRACTS - EQUIPMENT MAINT	1,654.07	.00
401-50-2207	TELECOMMUNICATIONS	26.97	.00
401-50-2219	SUPPLIES - GENERAL OFFICE	314.45	.00
401-50-2272	CONTRACT - PROFESSIONAL SERVICES	1,262.65	.00
**DEPT	FINANCE DEPARTMENT		
401-55-2205	TRAVEL - EMPLOYEES	247.74	.00
401-55-2207	TELECOMMUNICATIONS	133.58	.00
**DEPT	ATTORNEY		
401-56-2205	TRAVEL - EMPLOYEES	151.81	.00
**DEPT	OPERATIONS & MAINTENANCE		
401-65-2207	TELECOMMUNICATIONS	5,658.16	.00
401-65-2213	CONTRACT - IT SERVICES	252.69	.00
401-65-2236	SUPPLIES - UNIFORMS	5,365.23	.00
**DEPT	ANIMAL SERVICES		
401-82-2207	TELECOMMUNICATIONS	40.24	.00
401-82-2208	UTILITIES - ELECTRICITY	1,630.21	.00
401-82-2209	UTILITIES - NATURAL GAS/PROPANE	255.70	.00
401-82-2210	UTILITIES - WATER	310.95	.00
401-82-2272	CONTRACT - PROFESSIONAL SERVICES	413.68	.00
**DEPT	PROBATE JUDGE		
401-90-2207	TELECOMMUNICATIONS	119.88	.00
**TOTAL	ROAD FUND	530.00	.00
		28.59	.00
		28.59	.00

402-60-2201	COUNTY ROAD DEPARTMENT	35,565.37	.00
402-60-2202	MAINTENANCE & REPAIRS - VEHICLES		
402-60-2203	SUPPLIES - VEHICLE FUEL	34,520.42	.00
402-60-2207	CONTRACTS - EQUIPMENT MAINT	791.23	.00
402-60-2244	TELECOMMUNICATIONS	23,646.96	.00
402-60-2248	MAINTENANCE & REPAIRS-MACHINERY	692.04	.00
402-60-2254	SUPPLIES - SAFETY	156.29	.00
**DEPT	ROADWAYS/BRIDGES		
402-61-2209	COUNTY ROAD SHOP	7,815.69	.00
402-61-2210	UTILITIES - NATURAL GAS/PROPANE	218.21	.00
402-61-2250	UTILITIES - WATER	1,200.00	.00
**TOTAL	SUPPLIES - SHOP		
	DISTRICT 5 VPD	9.16	.00
		3,413.07	.00

405-91-2201	STATE FIRE ALLOTMENT	3,413.07	.00
405-91-2207	MAINTENANCE & REPAIRS - VEHICLES		
405-91-2208	TELECOMMUNICATIONS	873.22	.00
405-91-2209	UTILITIES - ELECTRICITY	373.23	.00
405-91-2210	UTILITIES - NATURAL GAS/PROPANE	410.92	.00
405-91-2248	UTILITIES - WATER	641.03	.00
**TOTAL	SUPPLIES - SAFETY	444.17	.00
	DISTRICT 2 VPD	670.50	.00
		681.85	.00

**DEPT	STATE FIRE ALLOTMENT		
**TOTAL		681.85	.00

681.85	STATE FIRE ALLOTMENT		.00
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UTILITIES - NATURAL GAS/PROPANE

152.32  
412.58

.00  
.00

406-91-2210 UTILITIES - WATER 106.68 .00

\*\*TOTAL DISTRICT 1 VPD 162.98 .00

\*\*DEPT STATE FIRE ALLOTMENT 162.98 .00

407-91-2208 UTILITIES - ELECTRICITY 162.98 .00

\*\*TOTAL DISTRICT 3 VPD 2,109.61 .00

\*\*DEPT STATE FIRE ALLOTMENT 2,109.61 .00

408-91-2201 MAINTENANCE & REPAIRS - VEHICLES 493.28 .00

408-91-2208 UTILITIES - ELECTRICITY 395.69 .00

408-91-2209 UTILITIES - NATURAL GAS/PROPANE 766.20 .00

408-91-2210 UTILITIES - WATER 454.44 .00

\*\*TOTAL DISTRICT 4 VPD 697.81 .00

\*\*DEPT STATE FIRE ALLOTMENT 697.81 .00

409-91-2208 UTILITIES - ELECTRICITY 64.06 .00

409-91-2209 UTILITIES - NATURAL GAS/PROPANE 633.75 .00

\*\*TOTAL I. R. PROTECTION FUND 190.74 .00

\*\*DEPT COUNTY SHERIFF 190.74 .00

410-50-2222 SUPPLIES - FIELD 190.74 .00

\*\*TOTAL COUNTY FIRE PROTECTION FUND 2,952.12 .00

\*\*DEPT I/4% FIRE EXCISE TAX 2,952.12 .00

411-92-2201 MAINTENANCE & REPAIRS - VEHICLES 2,952.12 .00

\*\*TOTAL COUNTY PAIR 261.37 .00

\*\*DEPT COUNTY PAIR 261.37 .00

412-53-2208 UTILITIES - ELECTRICITY 147.87 .00

412-53-2210 UTILITIES - WATER 113.50 .00

\*\*TOTAL FIRE DEPARTMENT ADMIN 2,179.23 .00

\*\*DEPT STATE FIRE ALLOTMENT 2,179.23 .00

413-91-2201 MAINTENANCE & REPAIRS - VEHICLES 353.86 .00

413-91-2207 TELECOMMUNICATIONS 568.24 .00

413-91-2208 UTILITIES - ELECTRICITY 243.56 .00

413-91-2209 UTILITIES - NATURAL GAS/PROPANE 509.87 .00

413-91-2210 UTILITIES - WATER 119.24 .00

413-91-2248 SUPPLIES - SAFETY 226.68 .00

413-91-2266 EMPLOYER TRAINING 80.00 .00

413-91-2271 CONTRACT - OTHER SERVICES 77.78 .00

\*\*TOTAL INDIGENT FUND 1,190.37 .00

\*\*DEPT 2ND 1/8 GROSS RECEIPTS TAX 1,190.37 .00

414-19-2293 INDIGENT MEDICAL CLAIMS 1,190.37 .00

\*\*TOTAL DISTRICT 6 VPD 457.42 .00

\*\*DEPT STATE FIRE ALLOTMENT 457.42 .00

418-91-2208 UTILITIES - ELECTRICITY 83.67 .00

418-91-2209 UTILITIES - NATURAL GAS/PROPANE 317.57 .00

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\*\*TOTAL

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154,357.41

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.00







DEBITS CREDITS

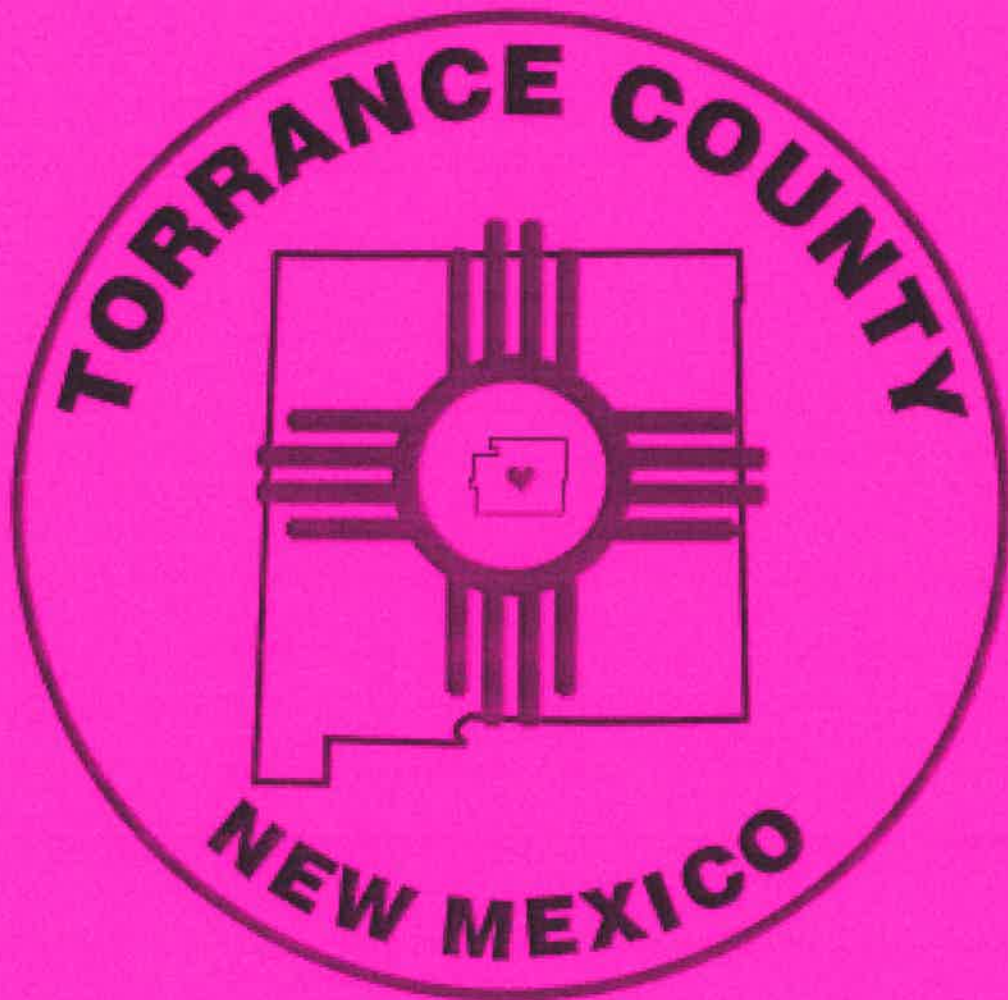
\*\*DEPT 685-08-2207 PLANNING & ZONING 28.59 .00  
 TELECOMMUNICATIONS 28.59 .00  
 \*\*TOTAL 186.03 .00

\*\*DEPT 691-38-2205 VICTIM RESTITUTION 186.03 .00  
 TRAVEL - EMPLOYEES 186.03 .00  
 \*\*TOTAL 19,969.65 .00

\*\*DEPT 825-70-2172 ADULT INMATE CARE 19,969.65 .00  
 CARE OF INMATES 19,969.65 .00  
 \*\*TOTAL 2,800.92 .00

\*\*DEPT 911-80-2203 911-DISPATCH CENTER 2,800.92 .00  
 911-80-2207 CONTRACTS - EQUIPMENT MAINT 269.02 .00  
 911-80-2208 TELECOMMUNICATIONS 529.39 .00  
 911-80-2209 UTILITIES - ELECTRICITY 1,186.28 .00  
 911-80-2215 UTILITIES - NATURAL GAS/PROPANE 162.66 .00  
 911-80-2219 MAINTENANCE & REPAIRS-BUILD/STRU 150.84 .00  
 911-80-2248 SUPPLIES - GENERAL OFFICE 321.69 .00  
 SUPPLIES - SAFETY 181.04 .00

US BANK 264,566.83 .00  
 \*\* BANK TOTALS \*\* 264,566.83 .00



*Agenda Item  
No. 10*



*Agenda Item  
No. 11-A*



# Torrance County Board of Commissioners

Meeting 2/26/2020

Item 11.A

Department: Manager  
Prepared By: Janice Y. Barela

## **Title: Torrance County submission of grant application for LDWI funding from the Department of Finance and Administration (DFA)**

### **Sponsor:**

Tracey Master, DWI Prevention Program Coordinator

### **Action:**

Request for approval of Resolution 2020-\_\_\_\_, authorizing the County to submit an application to the Department of Finance and Administration (DFA), Local Government Division, to participate in Local DWI Grant and Distribution Program.

### **Summary:**

DWI Prevention Program Coordinator is requesting the approval of Resolution 2020-\_\_\_\_, authorizing the County to submit application to the DFA to participate in Local DWI Grant and Distribution Program. It also grants County Chair Schwebach authority, on behalf of Torrance County, to submit an application for Distribution and/or Grant Fiscal Year 2021 program funding under regulations established by the Local Government Division.

### **Significant Issues:**

- The County DWI Planning Council must also approve the submission of this grant application. In Torrance County, the Council is the Partnership for a Healthy Torrance Community. During the Council's February 5, 2020 meeting, they voted to approve this grant application.
- This grant requires the County to enter into a Memorandum of Understanding (MOU) with DFA guaranteeing the County's adherence to the terms of the MOU when dealing with the security of clients' identifying information.
- This grant requires the County to sign a Statement of Assurances for the Fiscal Year July 1, 2020-June 30, 2020. This certifies County's compliance with listed statutes, rules, regulations and guidelines associated with the use of grant funds under the New Mexico Local DWI Grant Distribution Program.

## **Financial:**

The County is required to provide an in-kind match, 10% of funding. This is calculated in the following way:

### **In Distribution Fund:**

- \$8,280 – Value of vehicle to operate the Smart Choice Ride Designated Driving Program; dollar amount determined through Enterprise Rental Car website at a rate of \$80.00 per day, eight (8) days per month, 12 months; insurance for same vehicle is based on a conservative estimate of liability insurance only
- \$5,102 – Value of services provided by Torrance County Community Monitor, based on hourly wage of \$24.53, four (4) hours per week, 26 pay periods per year

### **In Grant Fund:**

- \$1,000 – Drug Education Fund incentives
- \$400 – Value of use of portable toilets and dumpsters
- \$500 – Screening fees to be used for access to the Noble database (Two authorized users include the Torrance County DWI Prevention Program Coordinator and DWI Prevention Program Evaluator)
- \$1,000 – Value of wages of Torrance County Sheriff's Deputies to transport convicted DWI offenders to DWI treatment facility
- \$6,204 - \$450 per month value for use of Chevy Cobalt (data from Credit Karma), \$67 per month for insurance
- \$7,800 - \$650 per month value for use of office space and utilities

Total calculated in-kind contribution is \$30,286.

## **Staff Recommendation:**

Staff recommends approval.

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**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSONERS  
RESOLUTION NO. R 2020-**

**TITLE A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN  
APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION,  
LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT  
AND DISTRIBUTION PROGRAM.**

**WHEREAS**, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

**WHEREAS**, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of domestic abuse related to DWI, DWI, alcoholism and alcohol abuse; and

**WHEREAS**, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

**WHEREAS**, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding,

**NOW, THEREFORE BE IT RESOLVED** by the governing body of TORRANCE COUNTY that the County Chairperson, RYAN SCHWEBACH, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2021 program funding under the regulations established by the Local Government Division.

**DONE THIS 26<sup>th</sup> DAY OF FEBRUARY, 2020.**

(Signature Page Attached)



1 **APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

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County Attorney                      Date

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Ryan Schwebach, Chair

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Javier Sanchez, Vice Char

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Kevin McCall, Member

9 **ATTEST:**

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Linda Jaramillo, County Clerk

12

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



*Agenda Item  
No. 11-A-1*

**Application Cover Sheet  
 FY21 Local DWI Program Distribution and Grant Funding  
 Local Government Division - DFA**

County/Municipality: TORRANCE COUNTY

**DWI Program Coordinator:**

Name: TRACEY MASTER  
 Address: PO BOX 48  
 City, Zip: ESTANCIA 87016  
 Telephone: 505-705-0332  
 E-Mail: [tmaster@tcnm.us](mailto:tmaster@tcnm.us)

**Fiscal Agent as listed on current W-9:**

Contact Person: JEREMY OLIVER  
 Mailing Address: PO BOX 48  
 City, Zip: ESTANCIA 87016  
 Telephone: 505-544-4721  
 E-Mail: [oliver@tcnm.us](mailto:oliver@tcnm.us)

**Indicate amounts budgeted for each component area.**

	<u>Distribution</u>	<u>Grant</u>	<u>Component Total</u>
Prevention	<u>44,385.00</u>	<u>35,061.00</u>	<u>79,446.00</u>
Enforcement	<u>9,000.00</u>	<u>9,287.00</u>	<u>18,287.00</u>
Screening	<u>-</u>	<u>9,287.00</u>	<u>9,287.00</u>
Domestic Abuse	<u>-</u>	<u>-</u>	<u>-</u>
Treatment	<u>-</u>	<u>20,787.00</u>	<u>20,787.00</u>
Compl. Mtr./track	<u>1,750.00</u>	<u>9,287.00</u>	<u>11,037.00</u>
Coord/Plan& Eval.	<u>12,975.00</u>	<u>9,287.00</u>	<u>22,262.00</u>
Alt. Sentencing	<u>23,500.00</u>	<u>9,287.00</u>	<u>32,787.00</u>
<b>Total</b>	<b><u>91,610.00</u></b>	<b><u>102,283.00</u></b>	<b><u>193,893.00</u></b>
	<b>Total Distrib. Request</b>	<b>Total Grant Request</b>	<b>Total Program Request</b>

**Certification:**

The attached resolution adopted by the governing body of TORRANCE COUNTY on 2/26/2020 authorizes the  
 (Applicant) (Date)  
 applicant to file this application for assistance from the State of New Mexico. To the best of my knowledge,  
 the information presented in this application is true and correct.

RYAN SCHWEBACH, COMMISSION CHAIR  
 Printed Name/Title

\_\_\_\_\_  
 Signature of County Commissioner/Mayor



*Agenda Item  
No. 11-A-2*

## MEMORANDUM OF UNDERSTANDING

The Torrance County DWI Program (hereinafter referred to as the “Program”) and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as “Division”) hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a “covered entity” as defined by the Department of Health and Human Services Regulations entitled “Standards for Privacy of Individually Identifiable Health Information”, 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any “individually identifiable health information” or transmit “protected health information” as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome monitoring research activities, and evaluation of LDWI Program interventions.
2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

RYAN SCHWEBACH, COMMISSION CHAIR

County Commission Chairperson (or Designee)  
(Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Executed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Donnie Quintana, Director  
Local Government Division



*Agenda Item  
No. 11-A-3*

# STATEMENT OF ASSURANCES

## Local DWI Grant and Distribution Program

Fiscal Year 2021: July 1, 2020 – June 30, 2021

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Screening and Tracking Report, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall



specify all capital purchases. **The ten percent cap for capital purchases does not exist with detoxification funding grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10<sup>th</sup> of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of August for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
  
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
  
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
  
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

RYAN SCHWEBACH, TORRANCE COUNTY COMMISSION CHAIR \_\_\_\_\_  
 County Commission Chairperson (or Designee) (Please Print)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



*Agenda Item  
No. 12-A*



# Torrance County Board of Commissioners

Meeting 2/26/2020

Item 12.A

Department: Manager  
Prepared By: Janice Y. Barela

## **Title: Commission Approval of Tavenner's Towing and Recovery from FY19**

### **Sponsor:**

Hanna Sanchez, Fire Administrative Assistant

### **Action:**

Request for approval of payment for services rendered, tow of 2013 Duramax Brush and install of Class A Hook up by Tavenner's Towing during FY19.

### **Summary:**

Fire Administrative Assistant obtained a Temporary Purchase order for Tavenner's Towing & Recovery LLC to tow 2019 Duramax Brush 2-2 and to install a Class A Hook up. The amount of Temporary Purchase Order TMP 022019.02 was \$2,499.99. Services were rendered. Tavenner's invoice # 7611 is dated 2/20/19. Our Finance Department received the invoice 2/18/20. Justification for the delay of a year is that Tavenner's Towing & Recovery was emailing the invoice to the County's prior Chief Procurement Officer whose email is no longer valid. The Fire Administrative Assistant inquired with Finance Department to find out how to proceed with accounts payable once she received the invoice.

### **Significant Issues:**

County policy requires Commission approval for invoices not properly closed out at the end of the fiscal year. Fire properly acquired a temporary purchase order and services were rendered during the FY19 budget year and the invoice should have been paid from the FY19 budget. Since the invoice was not received until February of 2020, the invoice will be paid from Fire Admin's FY 2020 budget.

### **Financial:**

Funds are available in current budget (406-91-2248) for this invoice, \$93.15.

**Staff Recommendation:**

Staff recommends approval.



# Tavener's Towing & Recovery LLC

220 Irene Ave / P.O. Box 1789

Moriarty, NM 87035-1789

505-832-6497 / 505 243-5555

Fax # 505-832-6273

**Invoice**

**Date**

**Invoice #**

2/20/2019

7611

**Bill To**

**Customer Information**

**Torrance County Fire Dept  
Distric 5  
P.O. Box 48  
Estancia, NM 87016**

**Brush 2-2  
2013 Duramax  
Indain Hills Rd to 2 Gunz Auto  
NM G86271**

**P.O. #**

**Member #**

**VIN**

**Odometer**

1GB5KZC82DZ183574

N/A

Quantity	Description	Rate	Amount
1	Class A Hook up	55.00	55.00T
9	Towed Mileage	3.50	31.50T
	Sales Tax	7.6875%	6.65
	TMP 022019-02		

**Thank you for your business.**

**Total**

**\$93.15**

**Janice Barela**

---

**From:** Hanna Sanchez  
**Sent:** Thursday, February 20, 2020 9:23 AM  
**To:** Janice Barela  
**Subject:** Text Message w/Noah 2-20-2019

AT&T  44°

 85%  11:25 AM

← Hanna Sanchez



TMP# 022019  
Two Gunz Customs  
Fix wires and wiring harness  
brush 2-2  
\$2,499.99

TMP# 022019-02  
Tavanner's towing service  
Brush 2-2  
\$2,499.99

Monday, Mar 11 • 9:08 AM

I am placing that generated





*Agenda Item  
No. 12-B*



# Torrance County Board of Commissioners

Meeting 2/26/2020

Item 12B

Department: Manager  
Prepared By: Janice Y. Barela

## Title: Mesalands Community College MOU

### Sponsor:

Commission

### Action:

Motion to authorize the County Manager to execute and make required changes to an MOU with Mesalands College for the purpose of supporting Mesalands' wind energy training program.

### Summary:

In 2019 Mesalands College with support from the City of Moriarty and the Moriarty Edgewood School District (MESD) requested funding from the Torrance County Commission in order to support a new wind energy training program. The original request was to provide \$100,000 for the purchase of a trailer and supplies to be used by the college to train students attending MESD and other Torrance County high schools. In an Executive Session closed pursuant to NMSA 1978 § 10-15-1(H)(8), the Commission directed the County Manager and County Attorney to draft an agreement with Mesalands offering \$60,000, with a clawback provision. The attached draft MOU was authored by County Attorney Butrick and has been provided to Mesalands for their review. The County Manager is asking for the authority to complete negotiations with Mesalands and enter in to the agreement on behalf of the County.

### Significant Issues:

- The agreement requires students residing in Torrance County be given preference over out-of-county students. The timing of opening registration to out-of-county students needs to be clarified.
- It's anticipated that the clawback provision will require some modification.
- 

### Financial:

It is anticipated that funding will be provided using PILT dollars generated through the County's renewable energy IRBs. For cash flow purposes, funding will not be available until after June 1<sup>st</sup>, 2020.

**Staff Recommendation:**

The County has sufficient funds available beginning June 1<sup>st</sup>, 2020 and the included clawbacks give preference to Torrance County students. Staff recommends approval.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between Torrance County (“County”) and Mesalands Community College (“Mesalands”), located in Tucumcari, New Mexico, collectively “the Parties,” for the purpose of providing the opportunity for County residents and high school students aged 16 and over beginning in January 2020 to receive both wind energy workforce training and job placement locally in the County.

**WHEREAS**, New Mexico ranks third in wind energy according to the American Wind Energy Association, and Torrance County plays a huge role in both that ranking and future expansion of the wind energy industry; and

**WHEREAS**, Mesalands offers a Wind Energy Technology Occupational Certificate Program (“Program”); and

**WHEREAS**, County residents and high school students have expressed interest in receiving wind energy technical training locally in the County from the Program; and

**WHEREAS**, this Program provides the opportunity for high school students to concurrently enroll at their high school and Mesalands and to receive their high school diploma and Occupational Certificate simultaneously; and

**WHEREAS**, those completing this training and receiving an Occupational Certificate could enter the workforce immediately at an entry-level job in the County that, according to Mesalands, pays \$22/hour; and

**WHEREAS**, in order to mobilize the Program and provide this training locally to those in the County, Mesalands desires to purchase a trailer in which to transport the equipment used by the Program in the training process; and

**WHEREAS**, the equipment, in particular, that would be used by Mesalands must also be purchased and is highly technical and expensive; and

**WHEREAS**, Mesalands approached the County asking the County to assist Mesalands in the acquisition of such a trailer and the accompanying technical equipment; and

**WHEREAS**, the Parties desire to provide the opportunity for both Torrance County residents and high school students to enroll and attend classes locally in the County and online with the prospect of job placement as a wind energy turbine technician after receiving the Occupational Certificate from the Program; and

**WHEREAS**, Mesalands, the City of Moriarty, and the Moriarty school district have already entered into an agreement as of May 2019 to provide this training locally to high school students; and

**WHEREAS**, the Moriarty Edgewood School District will be housing and storing the equipment, providing locked security for that equipment, working on timing, scheduling, and transportation of its students to Tucumcari, New Mexico, when transportation is necessary, and supporting the academic and any paperwork requirements in collaboration with the Program at Mesalands.

**NOW THEREFORE**, the Parties agree as follows:

## GENERAL PROVISIONS

1. The County agrees to provide \$60,000 to the Program at Mesalands for the Program to purchase a trailer and the Program equipment and supplies that will go in that trailer. As such, the \$60,000 shall also serve to mobilize the Program, thereby making it available in the County to County residents and high school students. This specifically includes, but is not limited to, both high school students aged 16 and over 1) in the school districts in Estancia, Moriarty, and Mountainair and 2) who are residents of Torrance County but who attend school in a district outside of Torrance County. The trailer and equipment, as long as they are usable, shall be used only by and for the Program, whether in Tucumcari or elsewhere in the State of New Mexico. Using these funds in any way other than as prescribed in this MOU shall void the MOU, and Mesalands shall immediately return, repay, or otherwise reimburse in full the \$60,000 that the County has provided to Mesalands pursuant to this MOU. Such repayment shall not be satisfied by any in-kind payments and must be paid back to the County in US dollars only.
2. The Parties agree that Mesalands shall own, operate, maintain, manage, and otherwise control the trailer and the Program equipment that will go into the trailer, as well as the Program itself, subject to the provisions of this MOU.
3. Mesalands agrees that it shall first offer, or otherwise give first priority to enroll in the Program, when it is operated in the County, to County residents and high school students. If, after \_\_\_\_\_, the available Program seats made available in the County by Mesalands to County residents and high school students are not filled, Mesalands may then offer those seats to residents and/or high school students from counties immediately adjacent to the County. This provision in no way reduces the amount of time the Program must remain in the County during any calendar year pursuant to Section 4 nor does it waive the first priority given to County residents and high school students in future Program application periods.
4. Mesalands agrees that the trailer and the contents transported by the trailer shall remain in the County for a time period proportional to the County's \$60,000 and other County school districts' contributions to the total cost of the Program's technical, mobile equipment, or a minimum of four (4) months, each calendar year, whichever is greater. The amount of time required to be spent in the County shall be adjusted upward depending on the amount of in-kind contributions provided by any of the County school districts. Such school district assistance may include, but not be limited to, providing housing, storage, and security for the trailer and equipment and other things as mentioned above while in the County. Notwithstanding this, the mere presence of the Program's trailer and equipment in the County shall not alone satisfy the duty of Mesalands to offer the Program in the County to County residents and high school students. Mesalands shall provide a yearly report to the County showing when and how the trailer and Program equipment were located in the County AND what classes the Program offered in the County to County residents and high school students when the trailer and equipment were physically present in the County. Such report, for the prior calendar year, shall be sent to and received by the County no later than January 31 following that prior calendar year.

5. Mesalands agrees that it is solely responsible to maintain in full force throughout the duration of this MOU a liability insurance policy that complies with the minimum coverage(s) set by NM state law to ensure the Program, trailer, and any and all Program equipment placed in the trailer and transported into the County is insured against any loss, theft, damage, or injury as provided here and in Sections 21 and 22 of this MOU. The County, by this MOU, does not obligate itself nor incur any duty to perform any obligation or provide any benefit or otherwise directly to any person or entity outside of Mesalands; this limitation extends, but not limited to, any insurance policies or coverages, equipment, supplies, clothes, shoes, protective gear, or other such items required to purchase of anyone to enroll and participate in the Program.

### **PROGRAM PERPETUAL EXISTENCE, TERMINATION, AND CLAWBACK PROVISION**

6. Mesalands agrees to both operate and make this Program available in the County to County residents and high school students in perpetuity. If at any time subsequent to the date this MOU is fully executed, Mesalands no longer offers the Program in the County to County residents and high school students, Mesalands agrees that it shall 1) immediately notify the County in writing of such cessation, and 2) return, repay, or otherwise reimburse the \$60,000 the County has provided to Mesalands. The decision by Mesalands to no longer offer the Program in the County may be immediate or it may be the result of not fulfilling the terms and conditions of any provision of this MOU over a certain amount of time including, but not limited to, what is described in Section 4. The repayment shall not be satisfied by any in-kind payments and must be paid back to the County in US dollars only. While Mesalands shall be required to repay the entire \$60,000 to the County, Mesalands shall not be required to repay the entire \$60,000 immediately, but shall repay the County the \$60,000 in equal installments of \$20,000 per year for three (3) consecutive years, effective from the date Mesalands no longer offers the Program in the County to County residents and high school students. The first \$20,000 repayment shall be due immediately on the date on which Mesalands no longer offers the Program in the County to County residents and high school students, with each subsequent \$20,000 repayment due no later than one (1) year from the date the first and second \$20,000 payments were due respectively.
7. If, at any time, the County believes that Mesalands is not fulfilling the terms and conditions of this MOU, the County, at its discretion, may require Mesalands to demonstrate that Mesalands is fulfilling the terms and conditions of this MOU. The decision whether Mesalands is or is not fulfilling the terms and conditions of this MOU shall be the County's solely and shall be final. The County may terminate this MOU if, in the County's opinion, Mesalands is not fulfilling the terms and conditions of this MOU and require Mesalands to repay the \$60,000 in accordance with Section 6.

### **AMENDMENT**

8. This MOU shall not be altered, changed, or amended by the Parties except by instrument in writing and executed by the Parties hereto.

### **SUPERSEDES ALL PRIOR AGREEMENTS AND MERGER**

9. This MOU supersedes all prior Agreements, if any, relating to the Program between the Parties to this MOU. No such prior agreement, covenant, or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU. This MOU incorporates all the agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written MOU.

#### **EFFECTIVE DATE**

10. This MOU shall be in full force and effect upon execution of this MOU by both of the Parties.

#### **EXECUTION IN COUNTERPARTS**

11. This Agreement may be executed in counterparts which shall be effective as if all signatures were affixed to one original document.

#### **SINGULAR AND PLURAL**

12. Wherever appropriate in this MOU, as it relates to the terms Party and Parties, a singular term shall be construed to mean the plural, and a plural term shall be construed to mean the singular.

#### **STATUS OF MESALANDS**

13. Mesalands shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County as a result of this MOU. Mesalands acknowledges that all sums received hereunder are reportable by the Mesalands for tax purposes. Mesalands agrees not to purport to bind the County unless Mesalands has express written authority to do so, and then only within the strict limits of that authority.

#### **ASSIGNMENT**

14. The Parties shall not assign or transfer any interest in this MOU or assign any claims for money due or to become due under this MOU.

#### **SUBCONTRACTING**

15. Mesalands shall not subcontract any portion of the duties it is to perform under this MOU. Any such subcontract shall be void and shall not relieve Mesalands from its obligations and liabilities under this MOU. In all cases, Mesalands is solely responsible for the fulfillment of this MOU.

#### **RELEASE**

16. Final payment of the amount due by the County to Mesalands under this MOU shall operate as a release of the procuring agency of the County, its officers and employees, and the County from all liabilities, claims and obligations whatsoever arising from or under this MOU.

#### **COMPLIANCE WITH THE GOVERNMENTAL CONDUCT ACT**

17. The Parties agree that they comply and will continue to comply with the applicable provisions of the NM Governmental Conduct Act, NMSA 1978, Section 10-16-1 *et seq.*, for as long as this MOU is in effect.

### **EQUAL OPPORTUNITY COMPLIANCE AND WORKERS COMPENSATION**

18. The Parties agree to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Parties assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this MOU. If any Party is found not to be in compliance with these requirements during the life of this MOU, that Party agrees to take appropriate steps to correct these deficiencies. The Parties further agree to comply with NM state laws and rules applicable to workers compensation benefits for its employees.

### **APPLICABLE LAW**

19. In any action, suit or legal dispute arising from this MOU, the Parties agree that the laws of the State of New Mexico shall govern, without giving effect to the choice of law principles thereof or any canon, custom, or rule of law requiring construction against the drafter, and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this MOU, the Parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this MOU.

### **RECORDS**

20. Mesalands shall maintain detailed time records that indicate the date, time, and nature of Program services rendered in AND the time during which the Program's trailer and equipment were located in the County during the entirety of the MOU's term and effect and retain those records for a period of three (3) years from the date this MOU is no longer in effect. The records shall be subject to inspection by the County at any time while these records must be maintained.

### **DISCLAIMER AND HOLD HARMLESS**

21. The County shall not be liable to Mesalands, or Mesalands' successors, heirs, or administrators, for any loss, theft, damage, or injury, whether to Mesalands or to the property of Mesalands including, but not limited to, Program property, occurring in connection with the performance and duties required of Mesalands according to this MOU. Mesalands shall hold the County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the County in connection with the performance and duties required of Mesalands according to this MOU.

### **INDEMNIFICATION**

22. Mesalands shall defend, indemnify and hold harmless the County from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and



expenses of any kind from any source which may arise out of the performance of this MOU caused by Mesalands or its administrators, officers, employees, servants, subcontractors, or agents, or if caused or suffered by any client or student of Mesalands resulting in injury or damage to person or property during the time when Mesalands or any administrator, officer, employee, servant, subcontractor or agent thereof has or is performing duties pursuant to this MOU. In the event that any action, suit or proceeding related to the duties performed pursuant to this MOU by Mesalands or any Mesalands administrator, officer, employee, servant, subcontractor, or agent is brought against Mesalands, Mesalands shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County by certified mail of said action, suit, or proceeding.

#### **INVALID TERM OR CONDITION**

23. If any term or condition of this MOU shall be held invalid or unenforceable, the remainder of this MOU shall not be affected and shall be valid and enforceable.

#### **ENFORCEMENT OF AGREEMENT**

24. A Party's failure to require strict performance of any provision of this MOU shall not waive or diminish a Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this MOU shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

#### **AUTHORITY**

25. If a Party is other than a natural person, the individual(s) signing this MOU on behalf of that Party represents and warrants that he or she has the power and authority to bind that Party, and that no further action, resolution, or approval from that Party is necessary to enter into this binding MOU.

#### **FORCE MAJEURE**

26. A Party shall be excused from performance under this MOU for any period that the Party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the Party has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

#### **MEDIATION**

27. In the event a dispute arises as to the rights and obligations among the Parties hereto, the Parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies, provided however, this provision does not apply to any disputes relating to the exact dollar amount (\$60,000) that Mesalands is required to repay to the County in the event the Program is no longer located or offered by Mesalands in the County to County residents and high school students. The Parties agree to evenly split the costs of any such mediation services. The Parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed upon a mediator within twenty (20) days of written notice to the other(s) regarding the dispute, then a list of seven potential mediators

will be obtained from the New Mexico Association of Counties, and the Parties shall utilize a striking process until a mediator is agreed upon.

### **COOPERATION**

**28.** All Parties hereto will fully cooperate with the other Parties and their respective counsel, accountant, employees, officers, servants, and agents in connection with any contractual responsibilities under this MOU

### **NOTICES**

**29.** Any notice required to be given to any Party under this MOU shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Wayne Johnson, County Manager // PO Box 48// Estancia, NM 87016  
To Mesalands Community College:

**IN WITNESS WHEREOF**, each of the Parties have caused this MOU to be executed and delivered by its duly authorized representatives as of the date specified below

(Signatures on next page.)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mesalands Community College, Title

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

Address: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Torrance County Manager

Printed Name: Wayne Johnson

Address: 205 S Ninth Street, Estancia, NM 87016

Approved as to Form:

\_\_\_\_\_  
John M. Butrick  
Torrance County Attorney



*Agenda Item  
No. 13-A*



*Agenda Item  
No. 14*



*Agenda Item  
No. 15*



*Agenda Item  
No. 16*