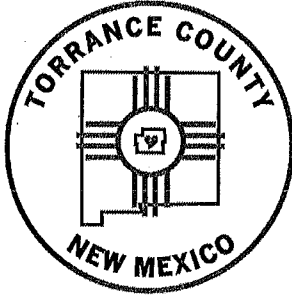


TORRANCE COUNTY
COMMISSION MEETING

June 9, 2021

9:00 A.M.

**For Public View
Do Not Remove**



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

LeRoy M. Candelaria, District 3

Janice Y. Barela, County Manager

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, June 9, 2021 @ 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 May 26, 2021 Torrance County Commission Minutes.
- 9. APPROVAL OF CONSENT AGENDA**
 - A. FINANCE:** Motion to approve payables.
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**
- 11. ADOPTION OF RESOLUTION**
 - A. FINANCE:** Motion to approve Budget Increase, Resolution No. _____.
- 12. APPROVALS**

- A. **CLERK:** Motion to approve Canvass of 2021 Congressional District 1 Special Election.
- B. **SHERIFF:** Motion to approve Agreement between Torrance County and Department of public safety for Edward Byrne Justice Assistant Grant (JAG) Program.
- C. **HUMAN RESOURCES:** Motion to approve Agreement between Torrance County and State of NM Public Education Department for the Student Enrichment Internship Program.
- D. **DISPATCH:** Motion to approve Grant Agreement 22-E-13 between Torrance County and DFA-Local Government Division for Enhanced 911 Act Grant Program.
- E. **DOMESTIC VIOLENCE:** Motion to approve Ratification of FY2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Survivor Services.
- F. **DOMESTIC VIOLENCE:** Motion to approve Ratification of FY2022 Domestic Violence Grant application for funding from CYFD Behavioral Health Services for Domestic Violence Offender Treatment and Intervention.
- G. **DWI:** Motion to approve FY2022 Local DWI Grant Agreement.
- H. **DWI:** Motion to approve submission of FY2022 CDWI application to NMDOT/Traffic Safety.

13. DISCUSSION

- A. **MANAGER:** Provisional plan to use portion of the funds allocated to Torrance County from the American Rescue Plan Act of 2021 toward EMWT projects.
- B. **MANAGER:** Discuss the renewal of Torrance County's contract with Estancia Valley Solid Waste Authority (EVSWA); current contract expires June 30, 2021.
- C. **MANAGER:** Process for soliciting and hiring Building Architect, Landscape Architect and Civil Engineer for County Fairgrounds.

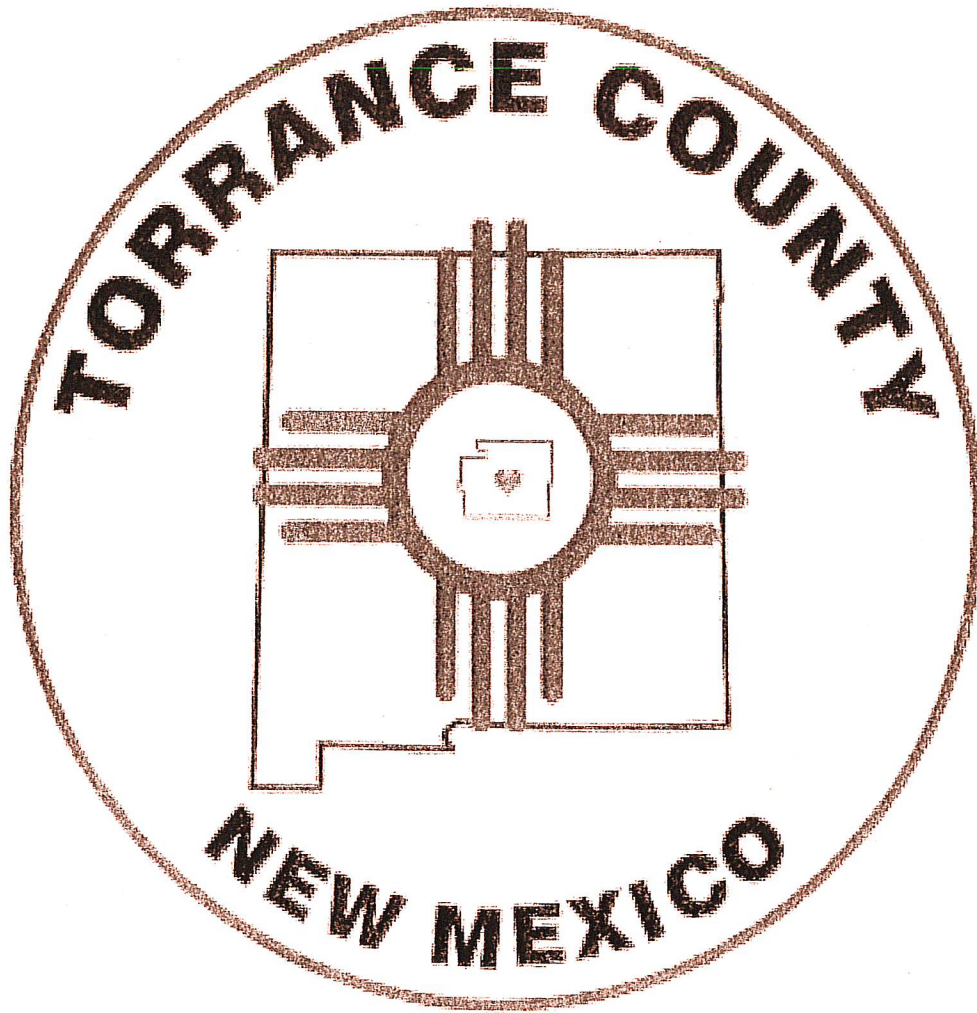
D. MANAGER'S REPORT

E. COMMISSIONER'S REPORTS

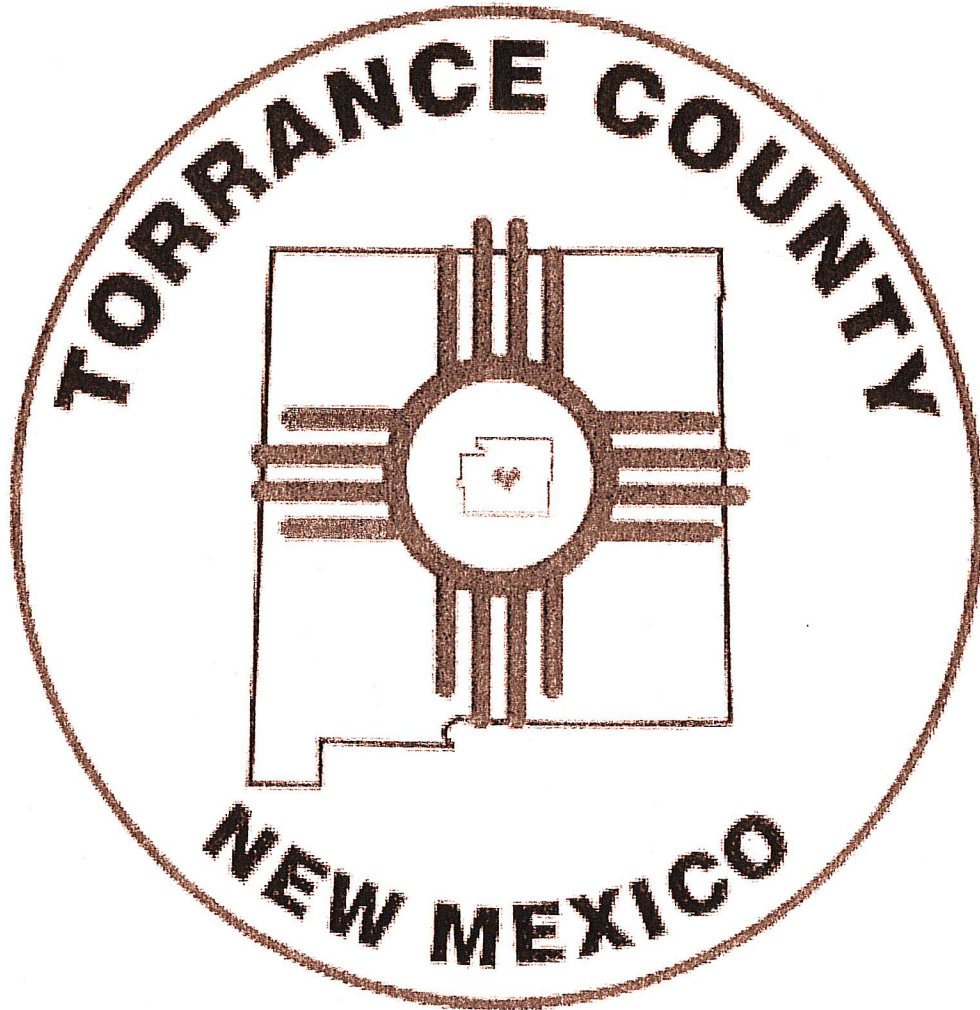
- 1) Commissioner McCall, District 1
- 2) Commissioner Schwebach, District 2
- 3) Commissioner Candelaria, District 3

14. EXECUTIVE SESSION

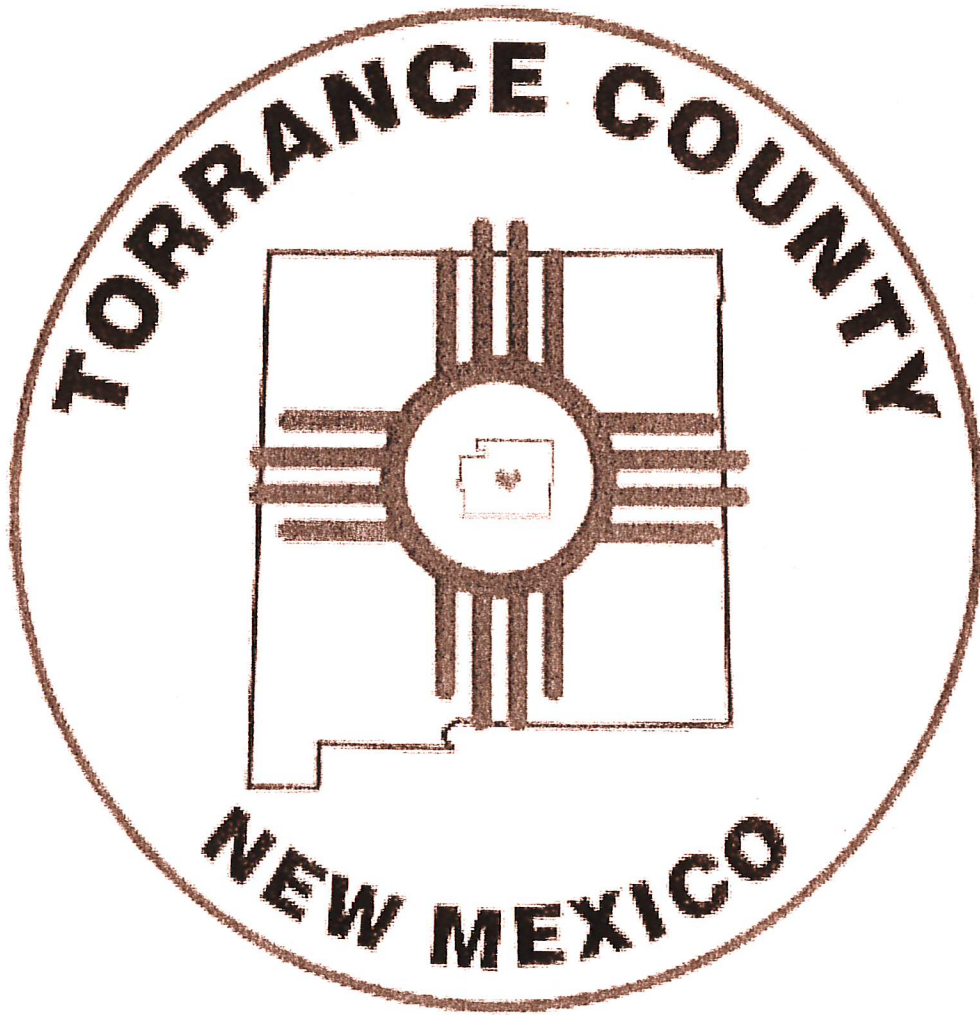
15. **Announcement of the next Board of County Commissioners Meeting: June 23, 2021 @ 9:00 AM.**
16. **SIGNING OF OFFICIAL DOCUMENTS**
17. **ADJOURN**



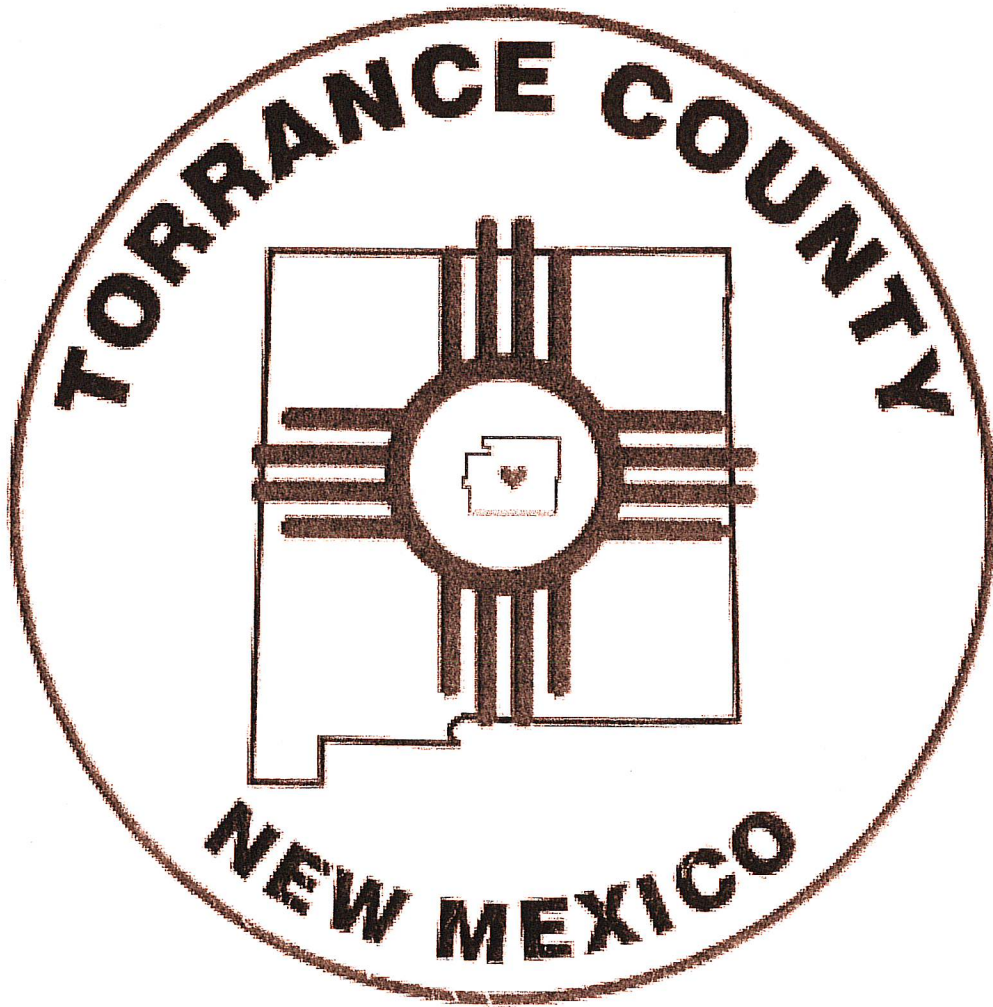
*Agenda Item
No. 1*



Agenda Item
No. 2



*Agenda Item
No. 3*



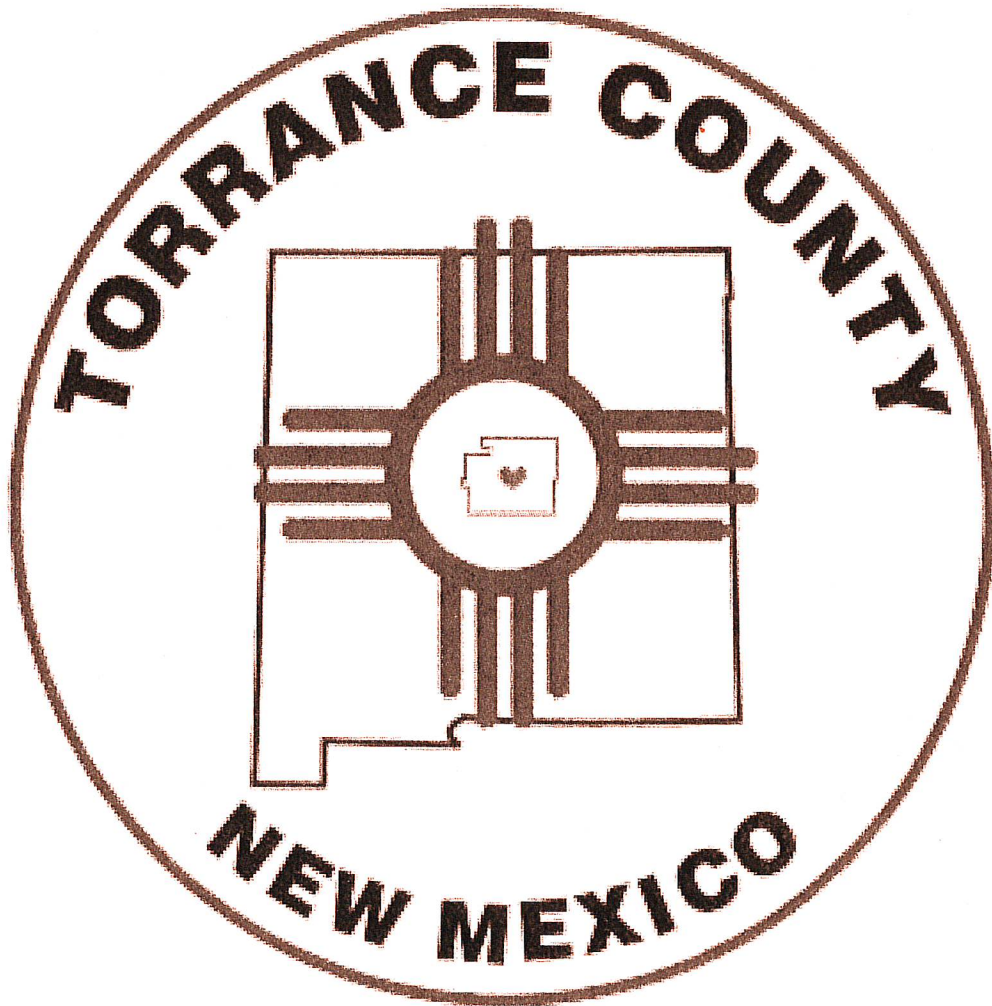
*Agenda Item
No. 4*



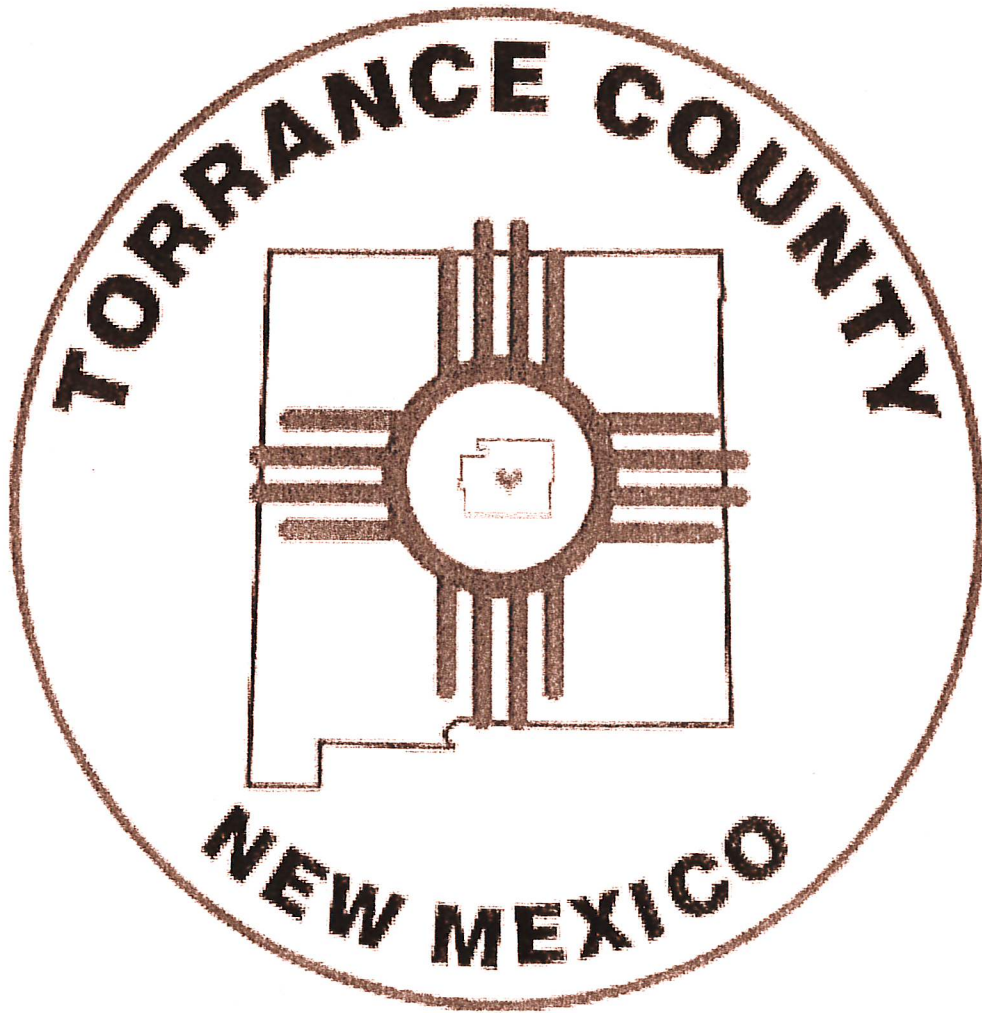
Agenda Item
No. 5



Agenda Item
No. 6



Agenda Item
No. 7



Agenda Item
No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
May 26, 2021
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – CHAIR
KEVIN MCCALL – VICE CHAIR
LEROY CANDELARIA – MEMBER

Others Present:

JANICE BARELA – COUNTY MANAGER
PHILIP TENORIO – DEPUTY COUNTY MANAGER
JOHN BUTRICK – COUNTY ATTORNEY
YVONNE OTERO – COUNTY CLERK
VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER:

Chairman Schwebach: Calls the May 26, 2021, Regular Commission Meeting to order at 9:03 AM.

2. PLEDGE: Lead by Chairman Schwebach

INVOCATION: Lead by Commissioner Candelaria

3. CHANGES TO THE AGENDA:

Madam County Manager Barela: Move Item 12-E to Item 6.

4. **PROCLAMATIONS: None**

5. **CERTIFICATES AND AWARDS: None**

6. **A. BOARD AND COMMITTEE APPOINTMENTS: None**

B. (Formerly 12 E.): Torrance County Dispatch: Motion to Approve Authorization to Pay Invoice to Wagner Equipment for Emergency Service on Backup Generator.

Torrance County Dispatcher Ben Daugherty: Emergency maintenance was needed for the backup generator. There have been multiple failures as it is approximately 10 years old. The invoice had not come in before the purchase order was closed, so an approval is necessary for payment for emergency maintenance on the generator in the amount of \$1,880. It was scheduled to be replaced in September, but emergency maintenance was necessary before that time. The current primary generator is meant to be re-allocated to another part of the County.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve authorization to pay invoice to Wagner Equipment for emergency service on backup generator.

Commissioner McCall: Seconds the Motion.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

7. **PUBLIC COMMENT AND COMMUNICATIONS:**

Fire Chief Don Dirks: Update on the state of Torrance County Emergencies. Recently more calls have come in for EMS than firefighting services.

Mark Riley has been named the new Battalion Chief for District 3. There are 6 returning members and 1 new member. Integration has started between paid staff and career staff.

There will be a Joint District Training on Saturday, May 29th, 2021. NFIRS for all districts are up to date with the State Fire Marshal through the end of April.

A meeting is being scheduled with the Mountainair Mayor and their new EMS coordinator to discuss an agreement for possible expanded EMS coverage. Corona has also requested expanded coverage. Though they are a municipality, it takes much too long for emergency services to reach the citizens of the Corona community.

The well and final piping was just finished by Water Works Drilling in District 5. Water is up and running in the substation.

Funding is needed for the second building in District 1. It was discovered that the County owns the property, so the planning for a second building can begin.

The new Willard brush truck is finished, delivery is expected next week.

Fire Chief Dirks has a meeting next week with Lisa Baldwin from Salinas National Monument to discuss a Fire Plan and Memorandum of Understanding (M.O.U.) for Mountainair and Socorro County.

On the night of May 25, a joint training was held between District 4 and District 2 substations in Torreon. They were shown how to prepare for ISO, SCBA, and the State inspection requests and get the paperwork processing systems in place. District 6 will be next, and then the rest of the districts in the County.

County Fire Restrictions: Calling “No Burn Days” as weather dictates.

Restrictions from the New Mexico Forest Service are as follows:

Fire restrictions include allowing campfires only in designated developed campgrounds and picnic areas and must be in a Forest Service provided metal grill or metal fire pits. Fires in rock rings will not be allowed. Fireworks, explosives, and incendiary devices are always prohibited on National Forest System lands.

Commissioner Candelaria: Thanked Fire Chief Dirks for the upcoming meeting to discuss Corona getting help with EMS and Fire Services.

Crystal Kaufman of Pattern Energy: Brought an update on the wind farms' progress.

4 wind farms make up the 1050-megawatt projects called Western Spirit Wind. There are over 900 turbines in Torrance County.

The turbines at Clines Corners are fully erected.

Duran Mesa South is 1 turbine shy of their goal.

Tecolote has just less than ½ of their goal remaining to completion.

Red Cloud should be completed by the end of 2021.

Pattern Energy is on schedule to be finished by the end of 2021. There have been 101 miles of road complete, which represents 72% of all roads that are scheduled for construction.

Just over half of all wind turbine foundations have been constructed.

126 of 263 miles of the underground collection line are complete.

Gent-Ties are the overhead lines that connect the wind farms, and 65% are completed, or over 43 of 68 miles.

ONM buildings are being established in various substations.

Western Spirit Wind Farms would not be possible without the Western Farms Transmission Line, the line PNM will ultimately own and put into their system.

Western Spirit Progress made: 98% of access roads built; 500 of 706 foundations have been built, at a 70% completion rate; 282 of 706 structures have been erected, at a 36% completion rate; 131 of 706 installed on the conduction cable. There are 2 switch yards, one in Clines Corners and the other at Pajarito are also on schedule. The transmission line and wind farms need to come online, and hopefully will by December 31, 2021.

Torrance County has an IRB agreement with Pattern Energy, and the \$1.6 Mil PILT funds are due January 3, 2021.

More wind farms are in the works to connect to SunZia the transmission line.

**FLOOR OPENED TO PUBLIC COMMENT VIA GALLERY AND ZOOM.
NO OTHER MEMBERS OF THE COMMUNITY HAD COMMENT.**

8. APPROVAL OF MINUTES:

A. COMMISSION: Motion to approve the May 5, 2021, Torrance County Commission and Torrance County Fair Board Special Meeting Minutes.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the May 5, 2021, Torrance County Commission and Torrance County Fair Board Special Meeting Minutes.

Commissioner Candelaria Seconds the Motion.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

B. COMMISSION: Motion to approve the May 12, 2021, Torrance County Commission Minutes.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the May 12, 2021, Torrance County Commission Minutes.

Commissioner Candelaria: Seconds the Motion

Commissioner Candelaria: Approval pending correction: Correction on page 20; "Fourth of July Park" should be changed to Torrance County Park.

Chairman Schwebach: AMENDED Motion to approve the May 12, 2021, Torrance County Commission Minutes contingent upon correction being made to page 20 of the Minutes, from "4th of July Park" to "Torrance County Park".

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

9. APPROVAL OF CONSENT AGENDA:

A. FINANCE: Motion to approve payables.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve payables.

Commissioner McCall: Seconds the Motion

ACTION TAKEN:

**Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes;
Commissioner Candelaria: Yes.**

MOTION APPROVED.

B. PLANNING AND ZONING: Motion to approve Special Waste Landfill renewal, Special Waste Disposal LLC, Public Hearing conducted on May 5, 2021.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Special Waste Landfill renewal, Special Waste Disposal LLC, Public Hearing conducted on May 5, 2021.

Commissioner Candelaria: Seconds the Motion.

Steve Guetschow, Planning and Zoning, and Mr. Adrian Montano of Special Waste Disposal (d/b/a Keers Industries): The Special Waste Disposal (d/b/a Keers Industries) has been recommended a “Do Pass” from the Planning and Zoning Board. There was a public hearing on May 5th, 2021.

Document: Motion to Approve Special Waste Landfill renewal, Special Waste Disposal LLC, Public Hearing Conducted on May 5, 2021, hereto attached.

Special Waste Disposal has been doing business in Torrance County for over 30 years. In all that time they have never had a violation. They also contribute to the community, as well as the County via tipping fees, and have all these years. They also donate items like the antimicrobial sprayers to disinfect the County buildings, as well as flashlights for the Sheriff’s Office.

There were no questions for Mr. Montano.

Madam County Manager Barela: Read the Asbestos Landfill Report into record, hereto attached.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

**10. ADOPTION OF ORDINANCE / AMENDMENT TO COUNTY CODE:
None.**

11. ADOPTION OF RESOLUTION:

A. FINANCE: Motion to Approve Budget Increase, Resolution

NO. 2021-20

ACTION TAKEN:

Chairman Schwebach: Made a motion to Approve Budget Increase, Resolution NO. 2021-20.

Commissioner Candelaria: Seconds the Motion.

Jeremy Oliver, Finance Director: Requested a budget increase for the Juvenile Justice Grant that was not budgeted in the FY-2021 Budget. The funds would be allotted for employee training. There are funds from the sale of County property in the budget, including vehicle sales from the last County vehicle sale, a portion of the recently completed weapons sale, insurance recoveries from a vehicle accident where the vehicle was totaled, and an increase of GRTs from the Road Department for tires.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

12. APPROVALS:

A. PLANNING & ZONING: Motion to Review and approve Planning and Zoning Board Member Policy to Original Format.

ACTION TAKEN:

Chairman Schwebach: Motion to Review and Approve Planning and Zoning Board Member Policy to Original Format.

Commissioner McCall: Seconds the Motion

Steve Guetschow, Planning and Zoning: Previous Manager Wayne Johnson and Mr. Guetschow revamped the policy and returned it to a 5 Member Planning and Zoning Board, consisting of 3 appointed members and 2 members-at-large.

Document: Graph and Chart with Schedules for Members, hereto attached.

John Butrick, County Attorney: Revert the format from Version 6 Back to V5. There was a sentence removed from the revised Section 9, Subsection A. The sentence read: "The excused or removed board member may still participate in meetings as a resident of Torrance County." This was added in case the board member in question had a conflict of interest. The line was removed, and a board member may no longer be allowed to participate if they have a conflict of interest.

The only other substantive change was the removal of the previous Section 9, Subsection A, and it read, "Board members volunteer for the benefit of the public. They are bound to uphold the Constitution of the United States, The New Mexico Constitution, and County laws and ordinances. They are expected to observe the highest standards of law in the exercise of the powers entrusted to them. To discharge faithfully the duties of their position regardless of personal considerations and to recognize that the public interest must be their prime concern."

There was also a substantive word change for emphasis, from "should" to "shall" in the updated Section 9, Subsection A, first sentence. The sentence now reads; "Board Members shall refrain from speaking to individuals or entities regarding matters on the Planning and Zoning Board agenda prior to the meeting."

Steve Guetschow, Planning and Zoning: There are no vacancies on the Planning and Zoning Board now due to the addition of Tina Estrada. There have not been problems meeting a quorum recently. The only time there are usually problems is during winter due to road conditions.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

B. CLERK: Motion to approve Memorandum of Understanding, heretofore called “MOU”, between New Mexico Secretary of State and Torrance County for reimbursement of funds to be spent during the June 1, 2021, Special Election.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve MOU between New Mexico Secretary of State and Torrance County for reimbursement of funds to be spent during the June 1, 2021, Special Election.

Commissioner McCall: Seconds the motion.

Yvonne Otero, Torrance County Clerk: Read Document Item 12-B requesting approval and signatures for the MOU between Torrance County and the NM Secretary of State to be awarded \$19,000 for this Special Election occurring on June 1st, 2021.

The MOU was not read into record, but a physical copy was received by the Board of Commission, hereto attached.

John Butrick, County Attorney: There is a conflict of dates (most possibly a typo) that Mr. Butrick read into record so that there was no confusion to when the work needed to be completed.

Section 1, Subsection B: Provide to the SOS, no later than June 25, 2021, a full accounting of expenses incurred and provide all invoices, receipts, and copies of warrants paid by the County.

Section 4 Subsection A: All work is expected to be complete June 1, 2021, but in no case can it be extended beyond June 15, 2021.

The County Clerk believes she will be done by end of day June 1st, so there should not be an issue.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

Yvonne Otero, Torrance County Clerk: Gave an update on voting numbers so far.

We have sent out 357 absentee ballots, received 241 back. We have received 297 early votes in person here at the Torrance County Early Voting Center, and 337 from the Moriarty Civic Center. There are 3 days of early voting left, and then regular voting begins Tuesday, June 1, 2021.

Commissioner McCall: Asked Ms. Otero what she expects for a percentage of voters this Special Election.

Yvonne Otero, Torrance County Clerk: We have seen 25-30% of all eligible voters so far come to vote.

C. FIRE: Motion to approve amendment to the Department's Standard Operating Guidelines (SOG) section for the Nominal Fee Program.

Chairman Schwebach: Asked for Torrance County Fire Chief Don Dirks to present before a motion was made.

Torrance County Fire Chief Don Dirks: There was a question that was brought up about the nominal fee by a citizen, as to whether it was fair. The Chief, County Manager, and Deputy County Manager had a meeting to decide the pay. The pay scale was changed to \$600 across the board for all the Battalion Chiefs. There were other small changes, as well as more requirements for the monthly lump sum payment.

John Butrick, County Attorney: There were some changes to the SOG that are of importance to mention, as follows:

Subsection E: The Nominal Fee for Battalion Chiefs: The section that reads “The amount of the payment is dependent on the districts’ submission of required documentation. See the following” was also added to the nominal fee for Assistant Chiefs. There were also certain wording and payment date changes.

The Commissioners: Took time to thank the Fire Department and Fire Chief.

ACTION TAKEN:

Chairman Schwebach: Made a Motion to approve amendment to the Department’s Standard Operating Guidelines (SOG) section for the Nominal Fee Program.

Commissioner McCall: Seconds the Motion.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

D. SHERIFF: Motion to approve Reorganization of the Torrance County Sheriff’s Office Transport/Civil Division into the Torrance County Sheriff’s Office Community Service Aide/Transport Division.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Reorganization of the Torrance County Sheriff’s Office Transport/Civil Division into the Torrance County Sheriff’s Office Community Service Aide/Transport Division.

Commissioner Candelaria: Seconds the Motion.

Sheriff Martin Rivera: When CCA closed, a new division of the Sheriff’s Office opened, called the Transport Division. This gave us adequate personnel to move detainees to other areas, such as the Santa Fe County Jail. Since the reopening of CoreCivic, and because the personnel in the Transport Division are not law enforcement, we have not had as much work for them that they can safely and legally do as we previously did. They have been doing any work we can get for them, such as placing them in Dispatch. We needed to recognize where we can make changes that help the community.

Chairman Schwebach: We previously spoke of remaking the Division into a Community Service Aid Division. Chairman Schwebach was curious if having more deputies instead would be better suited to the Sheriff's Office.

Undersheriff Eli Lucero: A LEA Certified Deputy would be able to provide more services to the County than a Service Aide.

Chairman Schwebach: We went the direction we did because it was more fiscally responsible transporting detainees with a Transport Division instead of Deputies.

Commissioner McCall: The Commissioner appreciates the Sheriff's Office limiting the legal liability of an employee becoming wounded.

Commissioner Candelaria: Thanked the Sheriff's Office for helping people feel safe in their community.

Madam County Manager Barela: We could have Jeremy Oliver, the Finance Director, check out the numbers to see if we have the budget for more deputies.

Undersheriff Eli Lucero: In March, a Prisoner Transport position became vacant. A Certified Deputy was hired for the position, and we saw the advantages of having a Certified Deputy vs. an uncertified Deputy in the Transport Division. We spoke to Madam County Manager Barela about the possibility of advertising for Certified Deputies to apply and fill the role.

Commissioner McCall: There are a lot of unknowns about how many Deputies can be acquired with the funds available. Commissioner McCall asked when the county is unprotected because we have no deputies on duty.

Sheriff Martin Rivera: We have no coverage from 4 a.m. to 6 a.m. as we do not have the personnel to fill the role. We could have 24-hour coverage with 2 to 3 more Certified Deputies.

Madam County Manager Barela: We have had requests for Community Service Aides, but not Deputies. When having discussions trying to find a way to have enough people who are well suited for these positions, we thought the community could be best served with Community Service Aides.

Chairman Schwebach: Spoke honestly about his preference for Certified Deputies to fill the role, as opposed to Community Service Aides. The Chairman would much sooner prefer Certified Deputies and believes that they would be better served in the County.

Madam County Manager Barela: Certified Deputies would send more money to the Sheriff's Office via the State of New Mexico.

Chairman Schwebach: The Chairman remembers that while going over the budget review, distinctly remembers saying "I would like to keep some money in the reserves because I foresee the need for more deputies in the next year, like with everything that is happening in Albuquerque and our surrounding areas." He would prefer to have those numbers in front of the Commission.

Commissioner Candelaria: Would like to see where the highest crime rate in the County is and keep track of those numbers.

Commissioner McCall: Wanted to make clear that he would like to stay ahead of crime. Albuquerque is behind and trying to play catch-up. He would like to stay ahead of the crime and keep up with whatever the Sheriff's Office needs for resources and manpower.

Jeremy Oliver, Finance Director: Ran the preliminary numbers, it would be possible to have an additional 4 (4.3 according to the numbers) Certified Deputies for the same salary as the current Transport Division cost.

Undersheriff Eli Lucero: We have the necessary equipment to outfit new Deputies.

Roll Call Vote: Commissioner McCall: No; Chairman Schwebach: No; Commissioner Candelaria: Yes

MOTION DOES NOT PASS.

Chairman Schwebach: This decision was based on wanting to see the numbers on the possibility of getting more Deputies instead of Community Service Aides, and what the impact would be on the Sheriff's Office. The Chairman is willing to work on the budget to provide to the Sheriff's Office the necessities of the job.

E. DISPATCH: Motion to approve authorization to pay invoice to Wagner Equipment for the Backup Generator: Moved to Item 6B.

F. ROAD: Motion to approve and submit funding request or the transportation Project Fund for completion of the Riley Road paving project.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve and submit funding request for the transportation Project Fund for completion of the Riley Road paving project.

Commissioner Candelaria: Seconds the Motion.

Cheryl Allen, Torrance County Grants Manager: Mrs. Allen and Leonard Lujan, Torrance County Road Superintendent, met with 2 representatives from the DOT and MRCOG. They want the County to resubmit the Project Feasibility Form, increasing the funding request by \$150k for planning and design. This would bring the whole cost to \$2,050,000, and the DOT will pay 95% of the cost, or \$1,947,500. Torrance County would be responsible for a 5% match, or \$102,500. They were told that in our region, Torrance County is the only County to have applied. After the PFF is complete, it goes to a ranking meeting with the mid Region RPTO on June 8th. MRCOG would submit the application on the County's behalf. She believes that it looks like a good way to finish this project.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

G. EMERGENCY MANAGER: Motion to approve and submit grant application for Federal Fiscal Year 2021 (Torrance FY2022), Emergency Management Performance Grant.

ACTION TAKEN:

Chairman Schwebach: Made a Motion to approve and submit application for Federal Fiscal Year 2021 (Torrance FY2022), Emergency Management Performance Grant.

Commissioner McCall: Seconds the motion.

Matt Propp, Emergency Manager: Application of yearly EMPG. Changes are that there is a 50% match reimbursement on salary for both the Emergency Manager's position and the part time Emergency Management Specialist Position.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

H. GRANTS: Motion to Approve and submit applications to Aging and Long-Term Services (ALTSD) requesting funding for the Estancia, Mountainair, and Moriarty Senior Centers for consideration during 2022 Legislative Session.

ACTION TAKEN:

Commissioner Schwebach: Made a Motion to approve and submit applications to Aging and Long-Term Services (ALTSD) requesting funding for the Estancia, Mountainair, and Moriarty Senior Centers for consideration during 2022 Legislative Session.

Commissioner McCall: Seconds the Motion.

Cheryl Allen, Torrance County Grants Manager: Introduced Angela Coburn from Presbyterian Medical Services. She operates the Senior Centers in the Counties. They, along with PMS personnel, did a tour of the three different Senior Centers in the County and made estimates of the funds needed. Deputy County Manager Philip Tenorio and project expert Patrick Dyer helped with the estimates.

Estimate requests:

Estancia Senior Center: \$169,620

Mountainair: \$170,000

Moriarty: New Senior Center, Planning: \$48,725.

Construction costs: \$657,794, minus architectural fees.

Not requesting money for Moriarty Senior Center because renovation would cost approximately \$447,000. The County owns the property for the new location of the Senior Center, so no demolition or property acquisition needs to take place. The existing Senior Center will be kept operating while the new Center is built.

Cheryl Allen needed approval to be designated as the signatory authority on online application.

Presbyterian Aging and Long-term Services oversees this program, evaluating the applications and what recommendations they will make for Legislative Session for 2022 and which projects will be funded. This is at which point an approval or denial will be made.

MOTION AMENDED:

Commissioner McCall: Amended motion to designate Cheryl Allen as the signatory on behalf of the Commission for the applications to Aging and Long-Term Services (ALTSD) requesting funding for the Estancia, Mountainair, and Moriarty Senior Centers for consideration during 2022 Legislative Session.

Commissioner Candelaria: Asked Ms. Coburn when the reopening will be.

Angie Coburn, County Manager for Presbyterian Medical Service: Senior Center reopening plan in the works, the barricade preventing the reopening is the requirement of a surveillance testing program. Significant changes were necessary because of COVID. June 30th is the target date.

They were budgeted to provide 31,935 meals to the Torrance County community between July 1, 2020, through June 30, 2021. A total of 30,129 of grab-and-go and home-delivered meals have already been provided.

Aging and Long-Term Services have already begun a 5-year plan and are accepting public comment at this time. The language this year leaves them open to be creative in providing service for the Senior community, as opposed to previous years' budgets. The grab-and-go meals are very helpful to those who do not want to come into the Senior Center.

Chairman Schwebach: Seconds the Motion. The Chairman thanked Ms. Coburn.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

I. GRANTS: Motion Agreement for FY 2022.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the Rural Primary Health Care Act Agreement for FY 2022.

Commissioner Candelaria: Seconds the motion.

Cheryl Allen, Torrance County Grants Manager: This Rural Primary Health Care Act Agreement is an ongoing agreement and is the same as last year, there is no change to the work or the budget. The baseline report fee is to \$7,000, the administrative fee is \$4,100, and the monthly fee to run the program is \$90,024 paid to Presbyterian Medical Services at the Mountainair Family Health Center.

Chairman Schwebach: Amended motion to designate Madam County Manager Janice Barela as the signatory authority on behalf of the Commission on the Agreement.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

J. GRANTS: Motion to initiate the Art in Public Places Selection for the Administrative Building and Road Shop Yard and designate Cheryl Allen, Torrance County Grants Manager, as the Local Selection Committee Project Director.

ACTION TAKEN:

Chairman Schwebach: Made a motion to initiate the Art in Public Places Selection for the Administrative Building and Road Shop Yard and designate Cheryl Allen as the Local Selection Committee Project Director.

Commissioner Candelaria: Seconds the Motion.

Cheryl Allen, Torrance County Grants Manager: The Art in Public Places project is funded as part of the Capital Appropriations budget for Construction and Renovations projects that are over \$100k. At this point, there is art available that needs to be purchased from the \$125 appropriation for the improvement to Torrance County Administration Building. The improvements have already been made; the next step is the purchase of artwork for the building. The next one to come up is for the Torrance County Road Department Shop, and it is for \$5,500. The state of New Mexico has strict procedures to follow for purchasing the art for

these projects. A local Selection Committee Project Director needs to be designated, and Mrs. Allen has volunteered to fill this role.

Some of the responsibilities for the Director position include assembling the local selection committee, submitting the required documentation and invoices to the state, scheduling a minimum of 3 meetings per project, arranging the installation following the specific guidelines set by the state, and dedicating the coordination of artwork.

The AIP awards listed are to purchase the art only. The County would be responsible for the purchase of display and security items, such as matting and framing a painting, or purchasing a pedestal for a sculpture.

Madam County Manager Barela: Something like the mural in the front of the Admin. building, for example, would not be approved.

Cheryl Allen, Torrance County Grants Manager: It needs to be a substantially more expensive project.

Commissioner Candelaria: Asked if they will be considering local artists for this project. Suggested Joe J. Brazil.

Cheryl Allen, Torrance County Grants Manager: Answered in the affirmative. There need to be specific people on the Committee. The first is the owner agency, in this case Torrance County. The second is the user agency, during the Admin Project this would be someone from the Torrance County Administrative Building, and the Road Department project needs someone from the Road Department. The needs to be an art engineer or architect. An art professional and a visual artist are also necessary. Mrs. Allen would be open to any suggestions.

Chairman Schwebach: The Commission is appointing Cheryl Allen as the Local Selection Committee Director. Any other expenditures need to be brought before the Commission to be approved.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

BREAK TO CHANGE DISC: 10:20 A.M. UNTIL 10:25 A.M.

13. DISCUSSION:

A. MANAGER’S REPORT: Madam County Manger Barela Read the Manager’s Report, hereto attached.

Chairman Schwebach: There has been a lot of talk about Community Service and trash pickup; asked if this has been happening more, or was it just not spoken about in meetings.

Madam County Manager Barela: Undersheriff Eli Lucero was the one who started the trash pickup as a possible solution to the trash problem at the Pilot store in Moriarty. From there, Madam County Manager Barela began to think that this was a good idea and wondered if it could be continued elsewhere in addition to the Pilot. Undersheriff Lucero got another group together. Tracey Master came to mind as a volunteer to possibly coordinate with, considering her work of Community Service through Teen Court.

Steve Guetschow, Planning and Zoning: Prior to Undersheriff Lucero, he and others have done tours of the park while in the area. It is a site where residents and even some contractors have been discarding their refuse over the years.

They would try to identify who had perpetrated the illegal dumping, and then, along with Mr. Lujan’s Road Crew, clean the area up. Mattresses and clothing have been found in the park, and in conjunction with warm weather, these items make good nests for rodents. Rodents heighten danger during the summer months.

Chairman Schwebach: Asked when the Solid Waste Authority Contract is Due.

Madam County Manager Barela: The current contract we are under expires June 30, 2021. There will be two Commission meetings prior to the contract’s due date.

Chairman Schwebach: Would like the next meeting to include a large portion of time dedicated to discussing the EVSWA Contract.

B. COMMISSIONER’S REPORTS:

1.) Commissioner McCall, District 1:

Commissioner McCall: The Commissioner is hoping to obtain work permits for some of the County Inmates in CCA to help with the Community Service like trash pickup, while under the supervision of the County.

The Commissioner wanted to make the Commission and Public aware of two upcoming projects involving metal buildings being erected. After speaking with a contractor from Mueller, Inc, he found they are 6-12 months out from time of delivery. Commissioner McCall asks that the community is creative as possible with ideas regarding these endeavors.

Commissioner McCall also asked whether the grant pertaining to the acquisition of high school interns has been approved.

Cheryl Allen, Torrance County Grants Manager: Answered in the affirmative. The agreement and funding have not been received yet, but permission has been given to the County to begin immediately posting ads for the internship positions and a Coordinator.

Chairman Schwebach: We have plans and a design for the Road Shop, but the money has not been appropriated.

Madam County Manager Barela: Correct. We have not received the agreement. It will be submitted for approval again, as did the previous one which stated an incorrect location. Then it will come back for re-appropriation.

The items that come back for re-appropriation will be done in the same manner as the 2021 Capital Outlay. The bonds have not yet been sold.

Chairman Schwebach: Asked to investigate whether it can be ordered on a less than 20% down payment, since delivery is so distant.

Madam County Manager Barela: These are difficult times, but we must follow the procedures outlined by the NM Department of Finance and Administration (DFA). The funding must be at the County's disposal and executed before we get any notice of obligations for any purchases made. Will check into it to see how creative we can get and what we can do knowing full well that we are ready to break ground and do whatever needs to be done in the RFP process.

Discussion continued about beginning work on the Torrance County Fairgrounds without having the funds released.

Madam County Manager Barela: Made the point that money cannot be used whatsoever until the agreement is signed and the plan and invoices are submitted to the D.F.A. They must then give the County a notice of obligation. This allows the County to purchase the tools, materials, and contracts necessary for the

construction of the buildings. A contractor may be found before these other events occur.

Deputy County Manager Tenorio: Made additional points about what actions the County can take before the funding is secured.

Steve Guetschow, Planning and Zoning: We need to be compliant with FEMA for the H&H studies regarding the flood zone, and our submittal of map amendment to remove the portion of the property where the buildings will go from the flood hazard zone. As a government agency we are required to do that. We have a proposal from an engineering firm who can conduct the H&H studies and submit those applications for the County, and that was \$23,000. The overall turnaround will be 75 days.

Madam County Manager and Leonard Lujan, Road Department: Discussed how the bonds work.

2.) Commission Chair Schwebach, District 2:

Chairman Schwebach: Discussed the American Recovery Act.

Madam County Manager Barela: This will be on the next meeting agenda.

Chairman Schwebach: That is acceptable. Believes that a reliable water system would be the best and most helpful piece of infrastructure. Would like to get a better understanding of the whole process and the money it would take to have a self-sustaining water system. Discussion included input from Deputy County Manager Tenorio and Commissioner McCall.

Deputy County Manager Tenorio: Believes that using seed money to install a water system in McIntosh, Sunset Acres in Moriarty, or correct a water system such as the Duran Water System would be one of the best uses of funding from the Federal Government. John Schumacher did the original studies on the Estancia Basin. The Estancia Basin is in trouble.

3.) Commissioner Candelaria, District 3:

Commissioner Candelaria: Spoke of the Torrance County Park and working with the Soil and Water Conservation District about possibly getting

wood cut for the park. There will be two ceremonies held honoring our veterans on Monday. The first is by the American Legion Post 22 in the Estancia Cemetery around 9:00-9:30 A.M. The second is by the VFW 3370 in the afternoon at Tractor Supply passing out poppies in remembrance. Please take time and think about how our veterans have given to our country.

14. EXECUTIVE SESSION:

A. MANAGER: Purchase of the County Fairgrounds, closed pursuant to NMSA 1978, Section 10-15-1(H)(7).

ACTION TAKEN:

Chairman Schwebach: Made a motion to enter executive section to discuss the Purchase of the County Fairgrounds, closed pursuant to NMSA 1978, Section 10-15-1(H)(7).

Commissioner McCall: Seconds the Motion.

Roll Call Vote: Commissioner McCall: Yes; Chairman Schwebach: Yes; Commissioner Candelaria: Yes.

MOTION APPROVED.

Enter executive session at 11:18 A.M.

ACTION TAKEN:

Chairman Schwebach: Made a motion to reconvene at approximately 12:01 for Regular Session.

Commissioner McCall: Seconds the motion.

Roll Call Vote: Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION APPROVED.

15. ANNOUNCEMENT OF THE NEXT BOARD OF COUNTY COMMISSIONERS MEETING: June 9, 2021 @ 9:00 A.M.

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN:

ACTION TAKEN:

Chairman Schwebach Made a motion to adjourn.

Commissioner McCall: Seconds the motion.

MEETING WAS ADJOURNED AT APPROXIMATELY 12:03 P.M.

Regular Commission Meeting

May 26, 2021

Signed By:

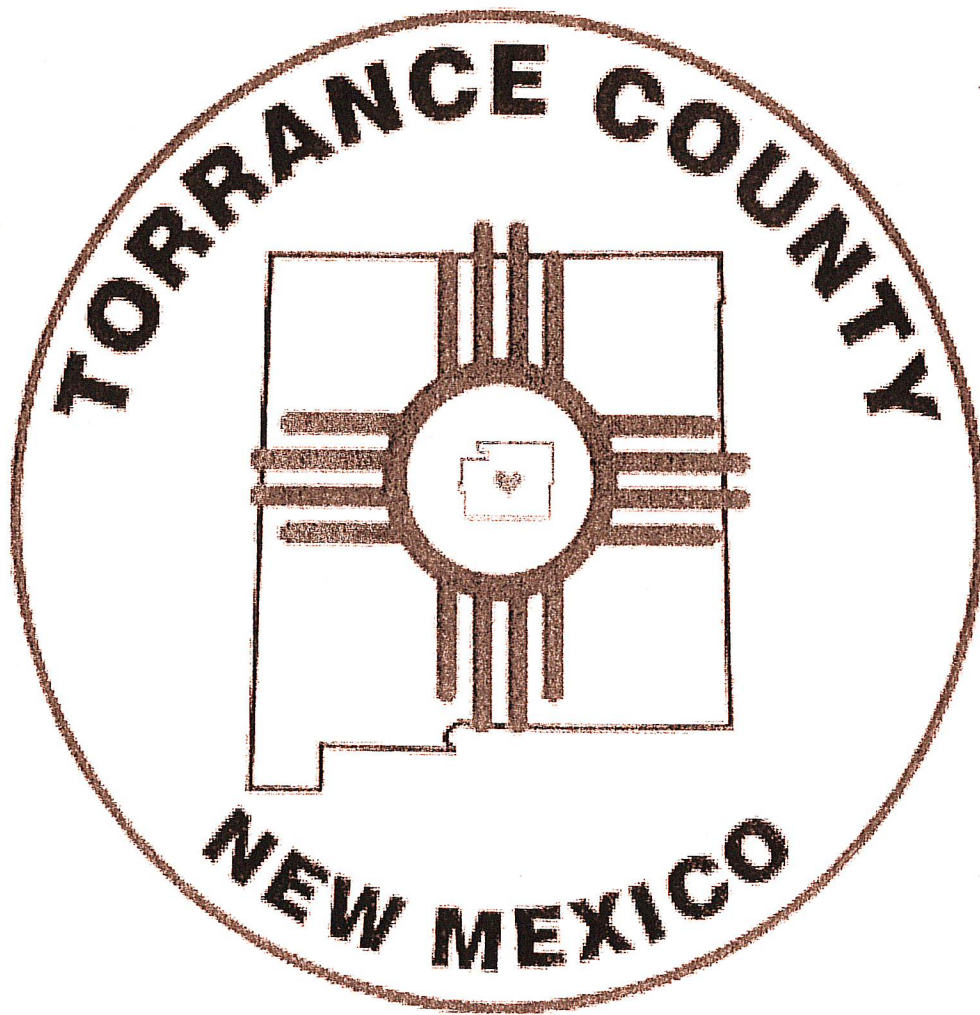
**Ryan Schwebach – Torrance
County Board of Commission
Chairman**

Valerie Smith – Admin Assistant

/ / 2021

Date

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



*Agenda Item
No. 9-A*

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

TOTAL CHECKS PRINTED 69

THE UNDERSIGNED MEMBERS OF THE TORRANCE COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS ENUMERATED ABOVE WERE APPROVED ALLOWED & DO AUTHORIZE THE WARRANTS AGAINST THE FUNDS OF TORRANCE COUNTY FOR THE SUM OF 2,270,097.19 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 06/03/2021 . 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

leroy m. candelaria

Ryan Schwebach

yvonne otero

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

Tracy L. Sedillo

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	116258	ADE INC	ADE NEEDS ASSESSMENT SCREENING	608-35-2219	452521	05/25/2021	36525	750.00
	750.00		TOOLS TO BE ADMINISTERED TO				36525	
	05/26/2021		CONVICTED DWI OFFENDERS				36525	
			INVOICE#55864 ACCT#NMTORR					
DWI PROGRAM 750.00								
01 O	116259	BRUCKNER TRUCK SALES INC	AIR BAG FOR SEAT ON MACK TRUCK	402-60-2244	1652521	05/26/2021	36228	111.70
	147.47		VIN: 7609				36228	
	05/26/2021		SC4				36228	
			FREIGHT	402-60-2244		/ /	36228	25.00
			TAX	402-60-2244		/ /	36228	10.77
			INVOICE#2000079:01 ACCT#37497					
COUNTY ROAD DEPARTMENT 147.47								
01 O	116260	CMI, INC.	105 LITER ETHANOL GAS STANDARD	401-50-2222	1752521	05/26/2021	36478	152.95
	229.26		0.090 BAC				36478	
	05/26/2021		SHIPPING	401-50-2222		/ /	36478	21.96
			HAZMAT SHIPMENT	401-50-2222		/ /	36478	37.00
			TAX	401-50-2222		/ /	36478	17.35
			INVOICE#8041106					
COUNTY SHERIFF 229.26								
01 R	116261	CORRECTIONAL COUNSELING INC.	EVIDENCE-BASED PREVENTION AND	605-13-2221	1452521	05/26/2021	36484	3748.50
	4135.19		LIFE SKILLS PROGRAMS (DETAILED				36484	
	05/26/2021		DOCUMENTATION ATTACHED)				36484	
			SHIPPING AND HANDLING	605-13-2221		/ /	36484	194.58
			NWGR	605-13-2221		/ /	36484	192.11
			INVOICE#30124					
DWI DISTRIBUTION GRANT 4135.19								
01 O	116262	GUSTIN HARDWARE INC.	401-53-2215	1252521	05/26/2021	35353	9.12	
	72.97		911-80-2215			/ /	35353	9.13
	05/26/2021		401-82-2215			/ /	35353	9.12
			401-37-2215			/ /	35353	9.12
			MISC. ELECTRICAL, PLUMBING,				35353	
			ROOFING & HARDWARE SUPPLIES,				35353	
			FOR BUILDING MAINTENANCE	401-23-2215		/ /	35353	9.12
			OPEN PO REQUEST FOR ALL COUNTY	401-24-2215		/ /	35353	9.12
			BUILDING SITES	401-27-2215		/ /	35353	9.12
			FY 2021	401-36-2215		/ /	35353	9.12
			INVOICE#259118 ACCT#125					
COUNTY FAIR 9.12								
01 O	116263	HARRAL, BRADI	911-DISPATCH CENTER	9.13	1852521	05/26/2021	36429	450.00
	450.00		MOUNTAINAIR HEALTH CLI	9.12				
	05/26/2021		MOUNTAINAIR SENIOR CEN	9.12				
			ESTANCIA SENIOR CENTER	9.12				
			SECRETARIAL SERVICES FROM FEB 1	412-53-2271				
			APRIL 1-30 2021					
			INVOICE#1105:PREPARE FOR/ATTEND	401-05-2275				
			BENCH TRIAL					
COUNTY FAIR 450.00								
01 O	116264	LAW OFFICE OF MARK W. ALLEN,	INVOICE#1105:PREPARE FOR/ATTEND	401-05-2275	1852521	05/26/2021		437.50
	1145.42		BENCH TRIAL					

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
=====								
		COUNTY COMMISSION	1145.42					
01 R	116265	LOBO INTERNET SERVICES LTD	INTERNET 02/01/2021 INVOICE#	911-80-2207	252521	05/25/2021		137.50
	05/26/2021		N10958-14 ACCT#10958					
=====								
		911-DISPATCH CENTER	137.50					
01 R	116266	PRUDENTIAL OVERALL SUPPLY	MATS AND MOPS COUNTY ADMIN	401-15-2203	352521	05/25/2021		37.57
	162.44		UNIFORMS STEWSON ARELY MARISSA	401-65-2236				66.08
	05/26/2021		NICK					
			MATS AND MOPS JUDICIAL COMPLEX	401-16-2203				58.79
			INVOICE#45058-7158/45058-7159					
			ACCT#6528480					
=====								
		ADMINISTRATIVE OFFICES	37.57	OPERATIONS & MAINTENAN	66.08	JUDICIAL COMPLEX MAINT	58.79	
01 R	116267	RICH FORD SALES	A/C CONDENSOR REMOVAL AND	401-82-2201	1152521	05/26/2021		658.35
	1098.75		REPLACEMENT FOR 2019 FORD F150					36216
	05/26/2021		AC REFRIGERENT R1234YF	401-82-2201				440.40
			VIN: 1FTW1E50KE17365					36216
			LP: 08910G/INVOICE#2034322/1					36216
			MILEAGE: 13,530.3					36216
=====								
		ANIMAL SERVICES	1098.75					
01 R	116268	RICH FORD SALES	MOTOR OIL CHANGE & FILTERS	401-08-2201	1352521			66.04
	178.10		PZ-1 FORD ESCAPE G-57747					36521
	05/26/2021		PZ-3 F-150 G-85745	401-08-2201				112.06
			INVOICE#2034790/2034760					
=====								
		PLANNING & ZONING	178.10					
01 R	116269	SIDDONS-MARTIN EMERGENCY GROUP	DIAGNOSE AND FIX COOLENT LEAK	405-91-2201	1952521	05/26/2021		546.60
	546.60		ENGINE 5					36517
	05/26/2021		INVOICE#12408371					
=====								
		STATE FIRE ALLOTMENT	546.60					
01 O	116270	STAPLES BUSINESS ADVANTAGE	COPY PAPER, ENVELOPES, STICKY	401-08-2219	152521	05/25/2021		528.72
	528.72		PADS, STOCK PAPER, CALL REGISTER					36470
	05/26/2021		DVD-R DISKS, 16 GB DATA STICKS					36470
			EXPANSION FOLDERS					36470
			INVOICE#3476522346					
=====								
		PLANNING & ZONING	528.72					
01 O	116271	STAPLES BUSINESS ADVANTAGE	BROTHER CZ PRINTER LABELS	420-74-2248	952521	05/25/2021		249.18
	249.18		BROTHER VC500W LABEL/PHOTO PRINT					36494
	05/26/2021		FACE MASKS 50/BOX					36494

36494
36494

LARGE GLOVES 100/BOX
XL GLOVES 100/BOX

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
ACCT#70109685 INVOICE#3477239835								
3476893322/3476893321								
TRANSPORTATION OF PRIS 249.18								
01 O	116272	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLY ORDER, POST IT	401-40-2219	1052521	05/26/2021	36372	107.24
	107.24		NOTES, LYSOL, WIPES, PENS, CLIPS				36372	
	05/26/2021		PLANNER, POST-IT FLAGS, STAPLER,				36372	
			LEGAL PADS, HAND SANITIZER,				36372	
			SPIRAL NOTEBOOKS				36372	
			SHIPPING CHARGES				36372	
			INVOICE#3473312325 ACCT#DAL					
			70109685					
COUNTY ASSESSOR 107.24								
01 O	116273	STAPLES BUSINESS ADVANTAGE	DESK SET, LETTER TRAYS, MAGAZINE	911-80-2219	2052521	05/26/2021	36476	889.95
	889.95		FILE, BUSINESS CARD CASE,				36476	
	05/26/2021		BUSINESS CARD HOLDER, FLOURESCEN				36476	
			U BEND BULBS, TONER, PRINTER				36476	
			DRUMS/ACCT#70109685				36476	
911-DISPATCH CENTER 889.95								
01 R	116274	SUMMITT FIRE & SECURITY LLC	QUARTERLY MONITORING VOTING	612-20-2308	552521	05/25/2021		112.09
	112.09		MACHINE STORAGE INVOICE#					
	05/26/2021		588000508 ACCT#TORRAN9510					
COUNTY CLERK 112.09								
01 R	116275	SUMMITT FIRE & SECURITY LLC	QUARTERLY MONITORING ADMIN	401-15-2203	652521	05/25/2021		194.75
	194.75		BLDG INVOICE#588000568					
	05/26/2021		ACCT#TORRAN9510					
ADMINISTRATIVE OFFICES 194.75								
01 R	116276	SUMMITT FIRE & SECURITY LLC	DIAGNOSE AND/OR REPAIR FIRE	401-16-2215	752521	05/25/2021	36491	983.78
	983.78		ALARM PANEL AFTER ACTIVATION ON				36491	
	05/26/2021		05/07/2021. SEE ATTACHED EMAILS				36491	
			JUDICIAL COMPLEX				36491	
			TEMP PO 2021050702JB					
			INVOICE#588000653/588000455					
			ACCT#TORRAN9510					
JUDICIAL COMPLEX MAINT 983.78								
01 R	116277	SUMMITT FIRE & SECURITY LLC	LTC 9215/00 WALL MOUNT	401-16-2218	852521	05/25/2021	36513	28.30
	432.53		APPRENTICE LABOR				36513	105.00
	05/26/2021		INST/EACH LABOR				36513	136.50
			TRAVEL				36513	130.00
			TAX ON LABOR				36513	32.73
			SHERIFFS DEPT HOLDING CELL					
			WORK ORDER #321					
			INVOICE#588000687 ACCT#					
			TORRAN9510					
JUDICIAL COMPLEX MAINT 432.53								

01 O 116278
16778.26

US BANK CORPORATE PAYMENT SYSTEM MONTHLY FUEL DIST 1 VFD
04/15/21-05/15/21 DIST 2 VFD

407-91-2202
406-91-2202

2152521 05/26/2021
/ /

54.18
388.70

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
05/26/2021			DIST 3 VFD	408-91-2202	/	/		146.09
			DIST 5 VFD	405-91-2202	/	/		999.18
			FIRE ADMIN	413-91-2202	/	/		1107.93
			DIST 6 VFD	418-91-2202	/	/		62.00
			CIVIL DEFENSE	604-83-2202	/	/		497.32
			OPS AND MAINTENANCE	401-65-2202	/	/		488.02
			TREASURER FUEL AND CAR WASH	401-30-2202	/	/		108.52
			PZ	401-08-2202	/	/		243.49
			DISPATCH/ACCT#5569-6345-5553-	911-80-2202	/	/		71.26
			MANAGER/7891	401-10-2202	/	/		97.04
			SHERIFF	401-50-2202	/	/		9819.53
			TRANSPORT	420-74-2202	/	/		2219.76
			COMMUNITY MONITOR	420-73-2202	/	/		71.85
			ASSESSOR	401-40-2202	/	/		272.80
			ANIMAL SHELTER	401-82-2202	/	/		130.59
			COMMUNICATIONS/EMS TAX	497.32				488.02
			PLANNING & ZONING	243.49				71.26
			COUNTY SHERIFF	9819.53				2219.76
			COUNTY ASSESSOR	272.80				130.59
01 O	116283	AMAZON BUSINESS	RAFFLE TICKET STOCK	609-30-2219	752721	05/27/2021	36526	79.96
	99.94		HANGING STRIPS	609-30-2219	/	/	36526	19.98
05/27/2021			INVOICE#1YH7-K6WL-NQ79					
			ACCT#A3JI65BS912J5M					
COUNTY TREASURER		99.94						
01 O	116284	AMAZON BUSINESS	CHANGE DRAWER SAFE REPLACEMENT	401-30-2218	952721	05/27/2021	36479	149.70
	149.70		GRT				36479	
05/27/2021			INVOICE#1PWJ-UXRG-LJQD					
			ACCT#A3JI65BS912J5M					
COUNTY TREASURER		149.70						
01 R	116285	BANK OF AMERICA	RS MEANS	620-94-2228	1952721	/	36012	1796.00
	3049.77		PRO EST STACK				36012	
05/27/2021			INVOICE# RS MEANS					
			POSTAGE DUE TO MACHINE BREAKING	401-10-2206	2052721	05/27/2021	35705	35.10
			INVOICE#USPS 4/7					
			PIZZA FOR FIRE CREW	604-83-2248	2152721	05/27/2021	36466	418.08
			FIRE EDGEWOOD VERBAL APPROVAL				36466	
			NOAH SEDILLO				36466	
			INVOICE#PIZZA BARN					
			SIMPSON SEMI-TRASH WATER PUMP	401-15-2238	2252721	05/27/2021	36442	114.37
			KOHLER ENGINE 71002	401-16-2238	/	/	36442	114.37
			ABBOTT RUBBER 2" FERTILIZER	401-24-2238	/	/	36442	114.37
			SOLUTION PUMP KIT, 25' SUCTION	401-23-2238	/	/	36442	114.37
			HOSE, 25' DISCHARGE HOSE,	401-36-2238	/	/	36442	114.37
			XXIT-200C	401-37-2238	/	/	36442	114.37
			INVOICE#TRACTOR SUPPLY	401-27-2238	/	/	36442	114.37
INFRASTRUCTURE GROSS R	1796.00	COUNTY MANAGER	COMMUNICATIONS/EMS TAX	418.08				317.83
ADMINISTRATIVE OFFICES	114.37	JUDICIAL COMPLEX MAINT	HEALTH DEPT BLDG MAINT	114.37				114.37
MOUNTAINAIR HEALTH CLI	114.37	ESTANCIA SENIOR CENTER	MORIARTY SENIOR CENTER	114.37				114.37
MOUNTAINAIR SENIOR CEN	114.37							
01 O	116286	BI INC	APRIL 2021 BILLING INVOICE#	420-73-2218	152721	05/27/2021		317.83

1249787 ACCT#3533

317.83
05/27/2021

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COMMUNITY MONITORING 317.83								
01 O	11/6287	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF USMS INMATES FEB 2021 REIMBURSEMENT FOR COURT TRANSPORT USMS INMATES FEB 2021 REIMBURSEMENT FOR MEDICAL TRANSPORTATION OF USMS INMATES FEB 2021 INVOICE# USMS 042021-REV ACCT#CORECIVIC/TORRANCE	825-70-2172	1652721	05/27/2021		149515.91
ADULT INMATE CARE 149515.91								
01 O	11/6288	CORECIVIC INC.	REIMBURSEMENT OF USMS INMATES FEB 2021	825-70-2172	1752721	05/27/2021		150687.24
05/27/2021	153764.63		REIMBURSEMENT FOR COURT TRANSPORT USMS INMATES FEB 2021 INVOICE#USMS 032021 ACCT#CORECIVIC/TORRANCE	825-70-2172	/	/		3077.39
ADULT INMATE CARE 153764.63								
01 O	11/6289	CORECIVIC INC.	REIMBURSEMENT FOR HOUSING OF ICE INMATES FOR MARCH 2021 INVOICE#ICSO-ICE 042021	825-70-2172	1852721	05/27/2021		1891227.28
05/27/2021	1891227.28							
ADULT INMATE CARE 891227.28								
01 O	11/6290	HORIZONS OF NEW MEXICO	MANAGER'S OFFICE SHREDDING OF CONFIDENTIAL DOCUMENTS APRIL 2021 INVOICE# SINV026225 ACCT#S0001010	401-10-2271	1052721	05/27/2021	35338	14.95
05/27/2021	14.95							
COUNTY MANAGER 14.95								
01 O	11/6291	HORIZONS OF NEW MEXICO	SHREDDING OF CONFIDENTIAL DOCUMENTS APRIL 2021 INVOICE# SINV026223 ACCT#S0001010 ASSESSOR	401-40-2271	1152721	05/27/2021		14.95
05/27/2021	14.95							
COUNTY ASSESSOR 14.95								
01 O	11/6292	HORIZONS OF NEW MEXICO	SHREDDING SERVICE FOR FY2021 CLERK INVOICE#SINV026224 ACCT#S0001010	612-20-2203	1252721	05/27/2021	35399	14.95
05/27/2021	14.95							
COUNTY CLERK 14.95								
01 O	11/6293	HORIZONS OF NEW MEXICO	SHREDDING SERVICES FOR FY21 TREASURER APRIL 2021 INVOICE# SINV026227 ACCT#S0001010	401-30-2271	1352721	05/27/2021	35339	14.95
05/27/2021	14.95							
COUNTY TREASURER 14.95								
01 R	11/6294	LOBO INTERNET SERVICES LTD	TORRANCE COUNTY DISPATCH INTERNET WEBSITE WORK BETWEEN 05/01/2020-12/31/2020 INVOICE#	401-65-2207	452721	05/27/2021		1647.62
05/27/2021	1647.62							

NI0715-16 ACCT#10715

OPERATIONS & MAINTENAN 1647.62

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O	116295	STAPLES BUSINESS ADVANTAGE	SUPPLIES BALANCE REF PO#36506	609-30-2219	652721	05/27/2021		6.27
	05/27/2021							
COUNTY TREASURER	6.27							
01 O	116296	TJ ENTERPRISES AUTO SUPPLY	BATTERY FOR T03 TAHOE	609-30-2201	852721	05/27/2021	36536	136.38
	136.38		INVOICE#062299 ACCT#1180					
	05/27/2021							
COUNTY TREASURER	136.38							
01 O	116297	TLC PLUMBING & UTILITY	LEAK LOCATE AT FAIRGROUNDS	401-05-2612	1552721	05/27/2021		636.46
	636.46		710 S 10TH STREET ESTANCIA					
	05/27/2021		INVOICE#R28664001					
COUNTY COMMISSION	636.46							
01 R	116298	U.S. POSTMASTER	POSTAGE FOR 2020 DELINQUENT	401-10-2206	552721	05/27/2021	35346	3000.00
	3000.00		NOTICES				35346	
	05/27/2021		CONTRACT RFP TC-FY20-02				35346	
			ACCT#BULK RATE PERMIT #12					
COUNTY MANAGER	3000.00							
01 O	116299	WAC UPFITTERS LLC	DECAL REMOVAL/RADIO INSTALL	604-83-2248	1452721	05/27/2021	36508	425.00
	458.47		NWGR				36508	
	05/27/2021		2018 DODGE CHARGER				36508	
			VIN: 2C3DCXKJH174516				36508	
			LP: 02331G				36508	
			MILEAGE: 106,331				36508	
			INVOICE#7200				36508	
COMMUNICATIONS/EMS TAX	458.47							
01 O	116300	WAGEWORKS	MONTHLY ADMIN FEE MONTHLY	401-10-2271	252721	05/27/2021		182.00
	182.00		COMPLIANCE FEE INVOICE#					
	05/27/2021		INV2782633 ACCT#2048013					
COUNTY MANAGER	182.00							
01 O	116301	WAGEWORKS	MONTHLY ADMIN FEE MONTHLY	401-10-2271	352721	05/27/2021		187.50
	187.50		COMPLIANCE FEE INVOICE#					
	05/27/2021		INV2514452 ACCT#2048013					
COUNTY MANAGER	187.50							
01 O	116302	AMAZON BUSINESS	IPHONE 11 CHARGER, SCREEN	401-55-2219	376221	06/02/2021	36524	27.71
	27.71		PROTECTOR, IPHONE CASE				36524	
	06/02/2021		(I. ARCHULETA)				36524	
			CANON CALCULATOR INK REPLACEMENT				36524	
			INVOICE#1R64-XXDK-IDGG ACCT#					
			A3JI65BS912J5M					
FINANCE DEPARTMENT	27.71							
01 O	116303	BOOT BARN INC	BOOTSS YEARLY BOOT ALLOWANCE	402-60-2248	316221	06/02/2021	36401	2585.61

INVOICE#8578

2585 .61
06/02/2021

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD DEPARTMENT 2585.61								
01 0	116304	COAST 2 COAST TIRES & AUTO	TIRE FOR CHEVY COBALT	605-13-2201	16221	06/02/2021	35856	99.99
			MILEAGE: ???				35856	
			VIN: 235570				35856	
			LP: G79745				35856	
			INVOICE#4386					
DWI DISTRIBUTION GRANT 99.99								
01 0	116305	DE LAGE LANDEN FINANCIAL SERVICE	CONTRACT COPY MACHINE LEASE	612-20-2203	256221	06/02/2021	35396	309.50
			INVOICE#72631319 ACCT#1341834					
COUNTY CLERK 309.50								
01 0	116306	DE LAGE LANDEN FINANCIAL SERVICE	MONTHLY COPIER LEASE	402-60-2203	276221	06/02/2021	35893	140.87
			INVOICE#72632065 ACCT#1428314					
COUNTY ROAD DEPARTMENT 140.87								
01 0	116307	DIRECTV, LLC.	BUSINESS PACK SELECT MAY 2021	411-92-2271	206221	06/02/2021		106.80
			INVOICE#069212456X210524 ACCT#					
			069212456					
1/4% FIRE EXCISE TAX 106.80								
01 0	116308	EMW GAS ASSOCIATION	MONTHLY GAS BILLING FAIR BOARD	401-53-2209	36221	06/02/2021		24.00
			ACCT#10-4090-000					
			MORIARTY SC #20-2330-010	401-37-2209				82.04
			ESTANCIA PMS#10-5870-010	401-36-2209				66.86
			HEALTH DEPT#10-1990-010	401-24-2209				49.43
COUNTY FAIR 24.00 MORIARTY SENIOR CENTER 82.04 ESTANCIA SENIOR CENTER 66.86								
HEALTH DEPT BLDG MAINT 49.43								
01 0	116309	EMW GAS ASSOCIATION	MONTHLY GAS BILLING ROAD	402-61-2209	46221	06/02/2021		115.41
			ACCT#10-1860-000					
			CLERK/#10-6380-000	612-20-2308				24.00
			JUDICIAL #10-6000-000	401-16-2209				117.25
			COURTHOUSE#10-1850-000	401-15-2209				243.05
COUNTY ROAD SHOP 115.41 COUNTY CLERK 24.00 JUDICIAL COMPLEX MAINT 117.25								
ADMINISTRATIVE OFFICES 243.05								
01 0	116310	EMW GAS ASSOCIATION	MONTHLY GAS BILLING DIST 5 VFD	405-91-2209	56221	06/02/2021		67.12
			#71-4510-000					
			ANIMAL SERVICES#60-0580-010	401-82-2209				69.78
			DIST 3 VFD #60-5390-000	408-91-2209				78.55
			FIRE ADMIN #10-6140-001	413-91-2209				77.22
STATE FIRE ALLOTMENT 222.89 ANIMAL SERVICES 69.78								
01 0	116311	EMW GAS ASSOCIATION	MONTHLY GAS BILLING ROAD	402-61-2209	66221	06/02/2021		31.74
			#10-5690-000					
			DISPATCH #60-9530-000	911-80-2209				103.69

123.02
75.97

/ /
/ /

405-91-2209
418-91-2209

DIST 5 VFD #71-6230-000
DIST 6 VFD #30-0500-000

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
COUNTY ROAD SHOP	31.74	911-DISPATCH CENTER	103.69	STATE FIRE ALLOTMENT	198.99			
01 0	116312	EMW GAS ASSOCIATION	MONTHLY GAS BILLING DIST 2 VFD #70-3680-000	406-91-2209	76221	06/02/2021		73.59
06/02/2021	113.07		DIST 3 VFD #60-9250-000	408-91-2209	/	/		39.48
STATE FIRE ALLOTMENT	113.07							
01 0	116313	ESTANCIA, TOWN OF	MONTHLY BILLING WATER/FIRE ADMIN #1380 JUNE 2021	413-91-2210	116221	06/02/2021		122.93
06/02/2021	1114.06		MONTHLY BILLING WATER ACCT# ADMIN 1112 JUNE 2021	401-15-2210	126221	06/02/2021		406.98
			MONTHLY BILLING WATER FAIR BOARD ACCT#750 JUNE 2021	401-53-2210	146221	06/02/2021		77.84
			MONTHLY BILLING WATER HEALTH DEPT ACCT#373 JUNE 2021	401-24-2210	156221	06/02/2021		95.60
			MONTHLY BILLING WATER FAIR BOARD ACCT#291 JUNE 2021	401-53-2210	166221	06/02/2021		46.08
			MONTHLY BILLING WATER SENIOR CENTER ACCT#249 JUNE 2021	401-36-2210	176221	06/02/2021		117.08
			MONTHLY BILLING WATER JUDICIAL ACCT#40 JUNE 2021	401-16-2210	186221	06/02/2021		247.55
STATE FIRE ALLOTMENT	122.93	ADMINISTRATIVE OFFICES	406.98	COUNTY FAIR	123.92			
HEALTH DEPT BLDG MAINT	95.60	ESTANCIA SENIOR CENTER	117.08	JUDICIAL COMPLEX MAINT	247.55			
01 0	116314	ESTANCIA, TOWN OF	MONTHLY BILLING WATER ROAD ACCT#1108 JUNE 2021	402-61-2210	136221	06/02/2021		186.20
06/02/2021	186.20							
COUNTY ROAD SHOP	186.20							
01 0	116315	JOHNNYBOARDS, LLC	GROFENCING (INTERNET ADVERTISING INVOICE#2613 JUNE 2021	605-22-2221	296221	06/02/2021	36067	539.38
06/02/2021	539.38							
DWI LOCAL GRANT FY21	539.38							
01 0	116316	MARLIN BUSINESS BANK	SCANPRO SCANNING SYSTEM INVOICE# 911-80-2203	911-80-2203	216221	06/02/2021		252.29
06/02/2021	252.29		19024794 ACCT#1441060					
911-DISPATCH CENTER	252.29							
01 0	116317	NUBE GROUP	CONTRACT OVERAGE CHARGE FOR THE 05/01/2021-05/31/2021 B/W BEGIN 69799 END 72235-2436	401-10-2203	326221	06/02/2021		51.69
06/02/2021	51.69		COLOR BEGIN 23267 END 24158-891 OPS MAINT INVOICE#IN48919 ACCT# TC11					
COUNTY MANAGER	51.69							
01 0	116318	NUBE GROUP	PZ COLOR COPIES OVER 500 INVOICE#IN48920 ACCT#TC12	401-08-2203	336221	06/02/2021		86.69
06/02/2021	86.69							



CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
01 O	116319	NUBE GROUP	CONTRACT OVERAGE CHARGE 5/1/2021 612-20-2203	401-55-2203	356221		34.94
	06/02/2021		- 05/31/2021 CLERK INVOICE# IN48916 ACCT#TC08				
COUNTY CLERK		34.94					
01 O	116320	NUBE GROUP	COLOR COPY OVERAGES 5/1/2021-	401-55-2203	366221		51.01
	06/02/2021		5/31/2021 FINANCE INVOICE# IN48918 ACCT#TC10				
FINANCE DEPARTMENT		51.01					
01 O	116321	ORTIZ, ADRIAN	TEEN COURT SERVICES-MAY 2021	605-13-2272	346221		3674.00
	06/02/2021		NMGRT INVOICE#53	605-13-2272			248.00
DWI DISTRIBUTION GRANT		3922.00					
01 O	116322	PLATEAU WIRELESS	DIST 1 DURAN VFD LANDLINE	407-91-2207	266221		141.65
	06/02/2021		CHARGES ACCT#2211365				
STATE FIRE ALLOTMENT		141.65					
01 O	116323	SANDIA OFFICE SUPPLY	PLASTIC STORAGE BINS	605-22-2219	286221		604.00
	06/02/2021		TO ORGANIZE AND REPACK ITEMS IN DWI PROGRAM STORAGE TRAILER INVOICE#933408-0 ACCT#TCNV				36408
DWI LOCAL GRANT FY21		604.00					
01 O	116324	SENERGY PETROLEUM, LLC	FUEL 2021 INVOICE#131388	402-60-2202	86221		6752.14
	06/02/2021		ACCT#TCROAD				
COUNTY ROAD DEPARTMENT		6752.14					
01 O	116325	STAPLES BUSINESS ADVANTAGE	SUPPLIES FOR PREVENTIN TRAINING	605-22-2219	306221		870.73
	06/02/2021		AND COMMUNITY SERVICE PROJECT TO INCLUDE MASKS, TABLE CLOTHS, CLEANING ITEMS, TRASH BAGS, SAFET VESTS, DRY ERASE MARKERS, NAME CARDS, MAILING TUBES INVOICE#3474418776/3474536919 34741177889/3474536916/ 3474536917/3474536918 3474238703				36379
DWI LOCAL GRANT FY21		870.73					
01 O	116326	TAJIQUE LAND GRANT	JUNE 2021 LEASE TAJIQUE TRANSFER 401-05-2204		196221		200.00
	06/02/2021		STATION INVOICE#2021-6				
COUNTY COMMISSION		200.00					
01 O	116327	THE GARAGE, LLC	RESCUE 3-2		96221		36121
	4372.88		DIAGNOSTIC AND FULL SERVICE TO	418-91-2201			4372.88

06/02/2021

MAKE VEHICLE ROAD READY
VIN: 1FDKE30M6RHA25624

36121
36121

CK#	DATE	Name	Description	Line Item	Invoice #	PO #	Amount
STATE FIRE ALLOTMENT 4372.88							
01	0	116328	THE GARAGE, LLC	411-92-2201	106221	06/02/2021	6695.21
LP: G18601							
MILEAGE: UNKNOWN							
NMSWPA 00-00000-20-00113 CA							
REHAB UNIT							
DIAGNOSTIC AND TS NO START							
MAKE VEHICLE ROAD READY							
VIN: 1FV3GLCC9VH806853							
NMSWPA #00-00000-20-00113CA							
INVOICE#0058035							
1/4% FIRE EXCISE TAX 6695.21							
01	0	116329	TRIADIC INC.	401-65-2213	26221	06/02/2021	4265.12
TRIADIC IT CONTRACT SERVICES							
06/02/2021		4594.41	CLERK'S LIVE WEB & MARRIAGE	612-20-2203	/ /		164.64
TREASURER'S LIVE WEB & SCANNING							
INVOICE#34:11.3 ACCT#1425							
OPERATIONS & MAINTENAN 4265.12 COUNTY CLERK 164.64 COUNTY TREASURER 164.65							
01	0	116330	WASTE MANAGEMENT OF NM INC.	405-91-2210	236221	06/02/2021	432.60
DUMPSTER CHARGES FOR DIST 5 VFD							
44 CARL CANNON RD MORIARTY NM							
87035 INVOICE#0001504-0573-6							
ACCT#18-98130-33003							
06/02/2021		1125.47	DUMPSTER CHARGES FOR DIST 3	408-91-2210	236221	06/02/2021	532.80
VFD SERVICES AT 753 SALT							
MISSION TRL INVOICE#0000616-							
0573-9 ACCT#2-08123-14009							
DUMPSTER CHARGES FOR ANIMAL							
SERVICES 751 SALT MISSION TRL							
MCINTOSH NM 87035 INVOICE#							
0001059-0573-1 ACCT#9-35442-							
03003							
STATE FIRE ALLOTMENT 965.40 ANIMAL SERVICES 160.07							
69		2270097.19	/ /				TOTAL

DEBITS CREDITS

** GRAND TOTAL **	2,270,097.19	.00
**TOTAL	29,619.12	.00
GENERAL FUND		
COUNTY COMMISSION	1,981.88	.00
RENT OF LAND/BUILDINGS	200.00	.00
CONTRACT - ATTORNEY FEES	1,145.42	.00
CO - LAND & LAND IMPROVEMENTS	636.46	.00
PLANNING & ZONING	1,037.00	.00
MAINTENANCE & REPAIRS - VEHICLES	178.10	.00
SUPPLIES - VEHICLE FUEL	243.49	.00
CONTRACTS - EQUIPMENT MAINT	86.69	.00
SUPPLIES - GENERAL OFFICE	528.72	.00
COUNTY MANAGER	3,568.28	.00
SUPPLIES - VEHICLE FUEL	97.04	.00
CONTRACTS - EQUIPMENT MAINT	51.69	.00
POSTAGE	3,035.10	.00
CONTRACT - OTHER SERVICES	384.45	.00
ADMINISTRATIVE OFFICES MAINTENAN	996.72	.00
CONTRACTS - EQUIPMENT MAINT	232.32	.00
UTILITIES - NATURAL GAS/PROPANE	243.05	.00
UTILITIES - WATER	406.98	.00
MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
JUDICIAL COMPLEX MAINTENANCE	1,954.27	.00
CONTRACTS - EQUIPMENT MAINT	58.79	.00
UTILITIES - NATURAL GAS/PROPANE	117.25	.00
UTILITIES - WATER	247.55	.00
MAINTENANCE & REPAIRS-BUILD/STRU	983.78	.00
FURN/FIX/EQUIP	432.53	.00
MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
MOUNTAINAIR HEALTH CLINIC MAINT	123.49	.00
MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
HEALTH DEPT BLDG MAINTENANCE	268.52	.00
UTILITIES - NATURAL GAS/PROPANE	49.43	.00
UTILITIES - WATER	95.60	.00
MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
MOUNTAINAIR SENIOR CENTER MAINT	123.49	.00
MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
COUNTY TREASURER	437.82	.00
SUPPLIES - VEHICLE FUEL	108.52	.00
CONTRACTS - EQUIPMENT MAINT	164.65	.00
FURN/FIX/EQUIP	149.70	.00
CONTRACT - OTHER SERVICES	14.95	.00
ESTANCIA SENIOR CENTER MAINT	307.43	.00
UTILITIES - NATURAL GAS/PROPANE	66.86	.00
UTILITIES - WATER	117.08	.00

401-36-2215
401-36-2238

MAINTENANCE & REPAIRS-BUILD/STRU
MAINTENANCE & REPAIRS-GROUNDS/RO

9.12
114.37

.00
.00

DEPT	DESCRIPTION	DEBITS	CREDITS
**DEPT	MORIARTY SENIOR CENTER MAINT	205.53	.00
401-37-2209	UTILITIES - NATURAL GAS/PROPANE	82.04	.00
401-37-2215	MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
401-37-2238	MAINTENANCE & REPAIRS-GROUNDS/RO	114.37	.00
**DEPT	COUNTY ASSESSOR	394.99	.00
401-40-2202	SUPPLIES - VEHICLE FUEL	272.80	.00
401-40-2219	SUPPLIES - GENERAL OFFICE	107.24	.00
401-40-2271	CONTRACT - OTHER SERVICES	14.95	.00
**DEPT	COUNTY SHERIFF	10,048.79	.00
401-50-2202	SUPPLIES - VEHICLE FUEL	9,819.53	.00
401-50-2222	SUPPLIES - FIELD	229.26	.00
**DEPT	COUNTY FAIR	157.04	.00
401-53-2209	UTILITIES - NATURAL GAS/PROPANE	24.00	.00
401-53-2210	UTILITIES - WATER	123.92	.00
401-53-2215	MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
**DEPT	FINANCE DEPARTMENT	78.72	.00
401-55-2203	CONTRACTS - EQUIPMENT MAINT	51.01	.00
401-55-2219	SUPPLIES - GENERAL OFFICE	27.71	.00
**DEPT	OPERATIONS & MAINTENANCE	6,466.84	.00
401-65-2202	SUPPLIES - VEHICLE FUEL	488.02	.00
401-65-2207	TELECOMMUNICATIONS	1,647.62	.00
401-65-2213	CONTRACT - IT SERVICES	4,265.12	.00
401-65-2236	SUPPLIES - UNIFORMS	66.08	.00
**DEPT	ANIMAL SERVICES	1,468.31	.00
401-82-2201	MAINTENANCE & REPAIRS - VEHICLES	1,098.75	.00
401-82-2202	SUPPLIES - VEHICLE FUEL	130.59	.00
401-82-2209	UTILITIES - NATURAL GAS/PROPANE	69.78	.00
401-82-2210	UTILITIES - WATER	160.07	.00
401-82-2215	MAINTENANCE & REPAIRS-BUILD/STRU	9.12	.00
**TOTAL	ROAD FUND	9,959.44	.00
**DEPT	COUNTY ROAD DEPARTMENT	9,626.09	.00
402-60-2202	SUPPLIES - VEHICLE FUEL	6,752.14	.00
402-60-2203	CONTRACTS - EQUIPMENT MAINT	140.87	.00
402-60-2244	MAINTENANCE & REPAIRS-MACHINERY	147.47	.00
402-60-2248	SUPPLIES - SAFETY	2,585.61	.00
**DEPT	COUNTY ROAD SHOP	333.35	.00
402-61-2209	UTILITIES - NATURAL GAS/PROPANE	147.15	.00
402-61-2210	UTILITIES - WATER	186.20	.00
**TOTAL	DISTRICT 5 VFD	2,168.52	.00
**DEPT	STATE FIRE ALLOTMENT	2,168.52	.00
405-91-2201	MAINTENANCE & REPAIRS - VEHICLES	546.60	.00
405-91-2202	SUPPLIES - VEHICLE FUEL	999.18	.00
405-91-2209	UTILITIES - NATURAL GAS/PROPANE	190.14	.00
405-91-2210	UTILITIES - WATER	432.60	.00
**TOTAL	DISTRICT 2 VFD	462.29	.00

**DEPT
406-91-2202

STATE FIRE ALLOTMENT
SUPPLIES - VEHICLE FUEL

462.29
388.70

.00
.00

	DEBITS	CREDITS
406-91-2209	UTILITIES - NATURAL GAS/PROPANE	73.59
**TOTAL	DISTRICT 1 VFD	195.83
**DEPT	STATE FIRE ALLOTMENT	195.83
407-91-2202	SUPPLIES - VEHICLE FUEL	54.18
407-91-2207	TELECOMMUNICATIONS	141.65
**TOTAL	DISTRICT 3 VFD	796.92
**DEPT	STATE FIRE ALLOTMENT	796.92
408-91-2202	SUPPLIES - VEHICLE FUEL	146.09
408-91-2209	UTILITIES - NATURAL GAS/PROPANE	118.03
408-91-2210	UTILITIES - WATER	532.80
**TOTAL	COUNTY FIRE PROTECTION FUND	6,802.01
**DEPT	1/4% FIRE EXCISE TAX	6,802.01
411-92-2201	MAINTENANCE & REPAIRS - VEHICLES	6,695.21
411-92-2271	CONTRACT - OTHER SERVICES	106.80
**TOTAL	COUNTY FAIR	450.00
**DEPT	COUNTY FAIR	450.00
412-53-2271	CONTRACT - OTHER SERVICES	450.00
**TOTAL	FIRE DEPARTMENT ADMIN	1,308.08
**DEPT	STATE FIRE ALLOTMENT	1,308.08
413-91-2202	SUPPLIES - VEHICLE FUEL	1,107.93
413-91-2209	UTILITIES - NATURAL GAS/PROPANE	77.22
413-91-2210	UTILITIES - WATER	122.93
**TOTAL	DISTRICT 6 VFD	4,510.85
**DEPT	STATE FIRE ALLOTMENT	4,510.85
418-91-2201	MAINTENANCE & REPAIRS - VEHICLES	4,372.88
418-91-2202	SUPPLIES - VEHICLE FUEL	62.00
418-91-2209	UTILITIES - NATURAL GAS/PROPANE	75.97
**TOTAL	JAIL FUND	2,858.62
**DEPT	COMMUNITY MONITORING	389.68
420-73-2202	SUPPLIES - VEHICLE FUEL	71.85
420-73-2218	FURN/FIX/EQUIP	317.83
**DEPT	TRANSPORTATION OF PRISONERS	2,468.94
420-74-2202	SUPPLIES - VEHICLE FUEL	2,219.76
420-74-2248	SUPPLIES - SAFETY	249.18
**TOTAL	CIVIL DEFENSE FUND	1,373.87
**DEPT	COMMUNICATIONS/EMS TAX	1,373.87
604-83-2202	SUPPLIES - VEHICLE FUEL	497.32
604-83-2248	SUPPLIES - SAFETY	876.55
**TOTAL	DWI PROGRAM FUND	10,171.29
**DEPT	DWI DISTRIBUTION GRANT FY21	8,157.18

605-13-2201
605-13-2221

MAINTENANCE & REPAIRS - VEHICLES
PRINTING/PUBLISHING/ADVERTISING

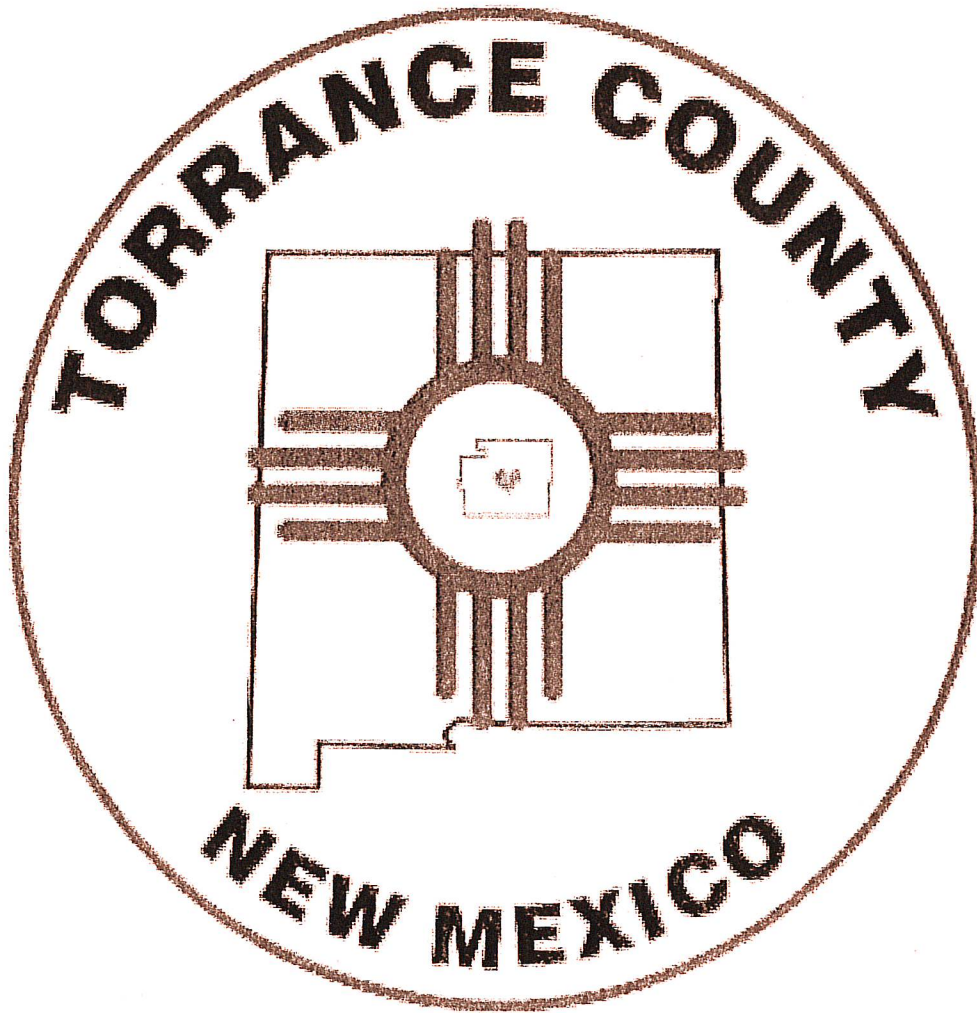
99.99
4,135.19

.00
.00

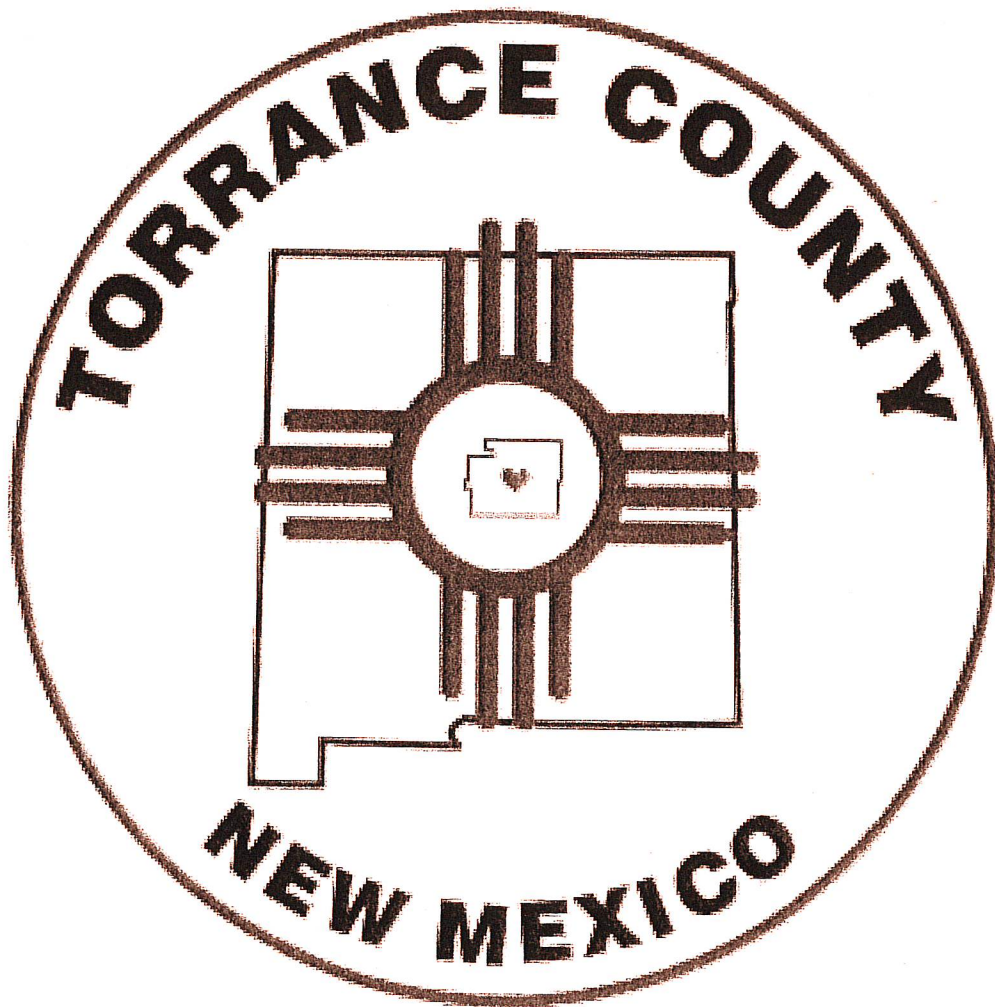
DEBITS

CREDITS

605-13-2272	CONTRACT - PROFESSIONAL SERVICES	3,922.00	.00
**DEPT	DWI LOCAL GRANT FY21	2,014.11	.00
605-22-2219	SUPPLIES - GENERAL OFFICE	1,474.73	.00
605-22-2221	PRINTING/PUBLISHING/ADVERTISING	539.38	.00
**TOTAL	DWI SCREENING FEES	750.00	.00
**DEPT	DWI PROGRAM	750.00	.00
608-35-2219	SUPPLIES - GENERAL OFFICE	750.00	.00
**TOTAL	TREASURER'S FEE	242.59	.00
**DEPT	COUNTY TREASURER	242.59	.00
609-30-2201	MAINTENANCE & REPAIRS - VEHICLES	136.38	.00
609-30-2219	SUPPLIES - GENERAL OFFICE	106.21	.00
**TOTAL	CLERK'S EQUIPMENT FUND	660.12	.00
**DEPT	COUNTY CLERK	660.12	.00
612-20-2203	CONTRACTS - EQUIPMENT MAINT	524.03	.00
612-20-2308	VOTING MACHINE STORAGE	136.09	.00
**TOTAL	COUNTY INFRASTRUCTURE GRT	1,796.00	.00
**DEPT	INFRASTRUCTURE GROSS RECEIPTS TX	1,796.00	.00
620-94-2228	SOFTWARE	1,796.00	.00
**TOTAL	IMMIGRATION & CUSTOMS ENFORCEMEN	2,194,507.82	.00
**DEPT	ADULT INMATE CARE	2,194,507.82	.00
825-70-2172	CARE OF INMATES	2,194,507.82	.00
**TOTAL	EMERGENCY-911 FUND	1,463.82	.00
**DEPT	911-DISPATCH CENTER	1,463.82	.00
911-80-2202	SUPPLIES - VEHICLE FUEL	71.26	.00
911-80-2203	CONTRACTS - EQUIPMENT MAINT	252.29	.00
911-80-2207	TELECOMMUNICATIONS	137.50	.00
911-80-2209	UTILITIES - NATURAL GAS/PROPANE	103.69	.00
911-80-2215	MAINTENANCE & REPAIRS-BUILD/STRU	9.13	.00
911-80-2219	SUPPLIES - GENERAL OFFICE	889.95	.00
BANK01	US BANK	2,270,097.19	.00
	** BANK TOTALS **	2,270,097.19	.00



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

TORRANCE COUNTY RESOLUTION# 2021-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, June 9th, 2021, did propose to authorize Budget Increases in the FY 2020-2021 Budget, and

WHEREAS, Budget Increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following Budget Increases: (See Schedule A)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Increases in the FY 2020-2021 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico
Torrance County this 9th day of June
2021.

Approved as to Form only:

Torrance County Board of Commissioners

John M. Butrick
County Attorney

Kevin McCall, District 1

Attest:

Ryan Schwebach, District 2

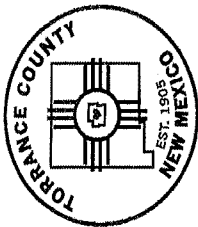
Yvonne Otero
Torrance County Clerk

LeRoy M. Candelaria, District 3

<u>Vote Record</u>	yes	no	abstain	absent
Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
LeRoy M. Candelaria				

DFA Approval





Torrance County

Resolution 2021-

Increase

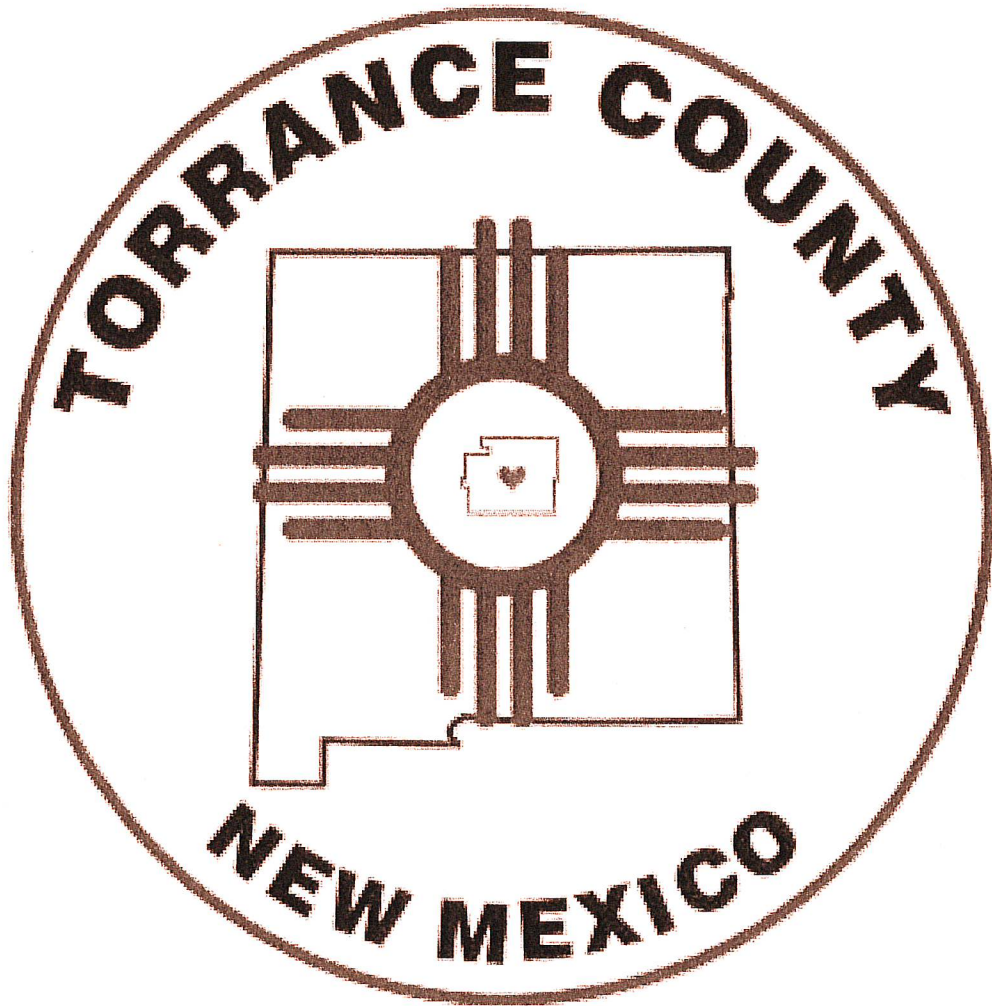
Schedule A

June 9, 2021

Department			From			TO		
Source	Line Item	Description	Line Item	Description	Amount	Line Item	Description	Amount
American Rescue Act	836 00	American Rescue Act	1208		\$ 1,501,559.00	836 01	Contract	\$ 1,501,559.00
State Animal Care Funds	429 00	State Animal Care Funds	1209		\$ 1.00	429 82	Contract	\$ 1.00
DFA Grant	911 00	DFA Training Allocation	1911		\$ 6,000.00	911 85	Employee Training	\$ 6,000.00
TOTAL					\$ 1,507,560.00	\$ 1,507,560.00		



*Agenda Item
No. 12-A*



*Agenda Item
No. 12-B*



New Mexico
Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

TIM Q. JOHNSON
INTERIM CABINET SECRETARY

ROBERT O. THORNTON
INTERIM CHIEF / DEPUTY SECRETARY

W. TROY WEISLER
ACTING DEPUTY SECRETARY

April 26, 2021

Ms. Janice Y. Barela
County Manager
PO Box 48
Estancia, NM 87016

Dear Ms. Barela:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application's ranking, Torrance County, on behalf of the Torrance County Sheriff's Office, has been awarded \$41,340.50 out of the 2019 JAG Contingency Fund. The 2019 JAG grant award will be effective from July 1, 2021 through June 30, 2022.

In addition, all subgrantees who receive funding are required to attend the Drug Enforcement Advisory Council (DEAC) Budget Sub-Committee meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Grants Management Bureau Chief, at (505) 827-9115.

Sincerely,

Tim Q. Johnson
Interim Cabinet Secretary

TQJ:mm

Subgrantee Name: Torrance County
Subgrantee Agreement Number: 19-JAG-TCSO-SFY22
Award Amount: \$41,340.50
Subgrantee DUNS Number: 095746517
Grant Term: July 1, 2021 – June 30, 2022

2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Subgrant Agreement made effective July 1, 2021, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the “**BUREAU**” and **Torrance County** serving as the Fiscal/Fiduciary Agency for **Torrance County Sheriff’s Office** as the Program herein, jointly referred to as the “**SUBGRANTEE.**”

WHEREAS, this Subgrant Agreement is made by and between the Bureau and the Subgrantee, pursuant to The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) which is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the subgrantees’ compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary subgrant information, and closes out the awards to BJA. The Bureau is responsible for the fiscal management of this award and will provide leadership and technical assistance to all subgrantees in identifying programmatic needs, preparing JAG subgrant proposals, and administering JAG subgrant awards; and

WHEREAS, it is necessary for the subgrantee to enter into this Subgrant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2019 JAG program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2019 JAG award is as follows:

Federal Award Identification Number: 2019-DJ-BX-0072

Award Date: September 18, 2019

Amount Awarded: \$1,656,352.00

Total Sub-Recipient Pass through: \$1,490,717.00

Federal Award Identification Number: 107000275

CFDA #16.738

The NMDPS and the New Mexico Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2019 Byrne JAG grant application. Program purpose areas for the FY2019 funding cycle have been limited to:

1. Law Enforcement Programs
2. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

1. The subgrantee agrees that it shall implement its program as detailed in their submitted 2019 Edward Byrne Justice Assistance Subgrant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the subgrantee shall use grant funds to achieve the following goals and objectives.
 - **Goal #1** –Reduce property, violent, and drug-related crime.
 - **Objective:** Identify property theft rings and launch targeted investigations to solve a minimum of 50% of property crimes.
 - **Goal #2** – Engage the community to develop, foster, and maintain relationships to build trust in the TCSO and identify crime trends and areas of concern to develop solutions.
 - **Objective:** Increase visibility in three targeted areas by increasing the number of community events and coordinated police operations to include three events each quarter (12 per year). A secondary objective is to increase awareness of the program publicizing the program online and with printed materials to reach a minimum of 50% of households in the county.
 - **Goal #3** – Implement organizational transformation to align management, structure, personnel, and information systems to support community partnerships and proactive policing.
 - **Objective:** Change existing policy by revising job descriptions and performance evaluations to infuse community policing and establish an organizational structure requiring long-term assignments in three focuses areas increasing deputy coverage adding an additional 399 hours dedicated to the community policing effort.
2. The subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the subgrantee's application (attached and incorporated herein as Attachment A).
3. The subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUBGRANT AGREEMENT

1. This Subgrant Agreement shall become effective July 1, 2021 and shall terminate on June 30, 2022.
2. The subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and

3. The Bureau shall evaluate the subgrantee's program's progress to determine if the subgrantee is on track to expend funds by the end of the Subgrant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of the Subgrant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Subgrant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Subgrant Agreement period to allow for funding to become available for other subgrantee programs.
 - a. If extenuating circumstances exist, applicants may petition the DEAC Budget and Funding Sub-Committee for relief of the reversion of un-expended funds.
 - b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
 - c. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Subgrant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Subgrant Agreement and not enforceable pursuant to this Subgrant Agreement. Performance of all duties and obligations herein shall conform with, and shall not contravene, any state, local, or federal statutes, regulations, rules, or ordinances.
5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Subgrant Agreement extension; and

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Subgrant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Subgrant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Subgrant Agreement. If the subgrantee's program has not commenced or is not operational within ninety (90) days, the subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing, prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.
6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Subgrant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Subgrant Agreement.

7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
10. The subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the subgrantee describing programs funded in whole or in part by this agreement. The subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.
11. The subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meetings and be able provide a report on program progress if requested.
12. The subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the subgrantee prior to each visit. Further, the subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The NMDPS GMB requires that Property/ Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds with a fair market per-unit value of over \$5,000.00, or it is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by subgrantee or its subgrantee(s) with Subgrant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
15. The subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff; and

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Subgrant Agreement, and in compliance with all other Subgrant Agreement terms herein stated, the Bureau shall reimburse the subgrantee a sum up to, and not to exceed **\$41,340.50**.
2. **All payments shall be made on an actual cost reimbursement basis.** The Subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - a. RFR forms (found at <https://www.dps.nm.gov/Subgrantee-forms>) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - b. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Subgrant Agreement. Failure by the subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on subgrantee's ability to obtain funding in the future.
 - c. If there are no expenditures to claim on an RFR, the Subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - d. No RFR will be processed if, in the judgment of the Bureau, the subgrantee is in violation of any section of this Subgrant Agreement.
3. The subgrantee understands and acknowledges that Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices.
4. Upon the completion of this Agreement, any portion of subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety.
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the subgrantee is required to complete and submit programmatic reports.

1. The subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: July 1st – September 30th, Progress Report due October 15th

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Monthly Progress Reports must be submitted to the Bureau along with the request for reimbursement. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation.
3. The subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the subgrantee of any additional reporting requirements as they are imposed.
4. The subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The subgrantee must collect, maintain, and provide the Bureau, data that measures the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the subgrantee shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all, or part of the funds dispersed to the subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Subgrantee for the following reasons:

1. Pursuant to 28 C.F.R. Part 18, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award for the subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the subgrantee will be unable to draw down funds until the Bureau determines that the subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Subgrant Agreement, or in other reports or documents.

6. The subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the subgrantee's application;
8. Failing to adhere to the requirements in this Subgrant Agreement;
9. This Subgrant Agreement may be terminated by the subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this subgrant agreement shall be in effect until completed, unless terminated early pursuant to this Subgrant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all subgrantees must adhere to the following.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

Subgrantees are required to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirement to Report Duplicative Funding

If the Subgrantee currently has other active awards of federal funds, or if the Subgrantee receives any other award of federal funds during the period of performance for this award, the Subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subgrantee must promptly notify the Bureau in writing of the potential duplication, and, if so, requested by the Bureau, must submit a budget revision or program description change grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Universal Identifier Requirements

The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Requirement to report actual or imminent breach of personally identifiable information (PII)
The subgrantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. All subawards ("subgrants") must have specific federal authorization
Any subgrantee at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000
The subgrantee must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>
(Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

10. Unreasonable restrictions on competition under the award; association with federal government
SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
 - A. No discrimination, in procurement transactions, against associates of the federal government consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "all procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "placing unreasonable requirements on firms in order for them to qualify to do business" and taking "any arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F .R. 200.319(a) or as specifically authorized by USDOJ.
 - B. Monitoring
The Bureau's monitoring responsibilities include monitoring of Subgrantee compliance with this condition.

C. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

D. Rules of Construction

- i. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- ii. Nothing in this condition shall be understood to authorize or require any Subgrantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subgrantee, at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subgrantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the subgrantee.

The details of the subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by subgrantees and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the subgrantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The subgrantee, at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subgrantee, at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

14. OJP Training Guiding Principles

Any training or training materials that the subgrantee -- at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

15. Effect of failure to address audit issues

The subgrantee understands and agrees that the Bureau may withhold award funds, or may impose other related requirements, if (as determined by the Bureau) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of JAG awards.

16. Potential imposition of additional requirements

The subgrantee agrees to comply with any additional requirements that may be imposed by the Bureau during the period of performance for this award, if the recipient is designated as "high-risk" following a semi-annual risk assessment or is deemed "high-risk" by the DOJ or the Bureau.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The subgrantee, at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to subgrantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subgrantees and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subgrantee, at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be

exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subgrantee, at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The subgrantee, at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY189AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subgrantee would or might fall within the scope of an appropriations-law restriction, the subgrantee is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

22. Reporting potential fraud, waste, and abuse, and similar misconduct

The subgrantee, at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the Bureau by-- (1) mail directed to: New Mexico Department of Public Safety, Attn: Grants Management Bureau, 4491 Cerrillos Road Santa Fe, NM 87507; (2) e-mail to: DPS.GMS@state.nm.us; and/or (3) at (505) 827-9115 (phone).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, the subgrantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restrict

- (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- B. If the subgrantee does or is authorized to make sub-awards, procurement contracts, or both—
- i. it represents that—
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purpose to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subgrantee (at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.
- The subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.
- Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subgrantee is to contact the Bureau for guidance.
25. Encouragement of policies to ban text messaging while driving
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
26. Cooperating with OJP Monitoring

The subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with the Bureau and OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The Subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the Subgrantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the subgrantee as a high-risk grantee by the Bureau or DOJ; or termination of an award(s).

27. Use of Program Income

The subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

- A. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.
- B. Used to finance the non-Federal share of the project or program.
- C. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based. (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way)

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

28. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subgrantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The subgrantee (at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

29. Avoidance of Duplication of Networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems, which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

30. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subgrantee (at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrantee may not satisfy such a fine with federal funds.

31. Protection of Human Research Subjects

The subgrantee (at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

32. Confidentiality of Data

The subgrantee (at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

33. Law enforcement task forces - required training

The subgrantee agrees within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training.

Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. Subgrantees will be required submit to provide a copy of their completed task force roster and certificates of completion to the Bureau for audit purposes.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the Subgrantee must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

35. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subgrantee (at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subgrantee must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the subgrantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

36. Required attendance at BJA-sponsored events

The subgrantee (at any tier) must participate in any Bureau or BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

37. Compliance with National Environmental Policy Act and Related Statutes

Upon request, the subgrantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subgrantee. Accordingly, the subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the subgrantee agrees to contact the Bureau.

The subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either
 - (1) result in a change in its basic prior use or
 - (2) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are:
 - (1) purchased as an incidental component of a funded activity and
 - (2) traditionally used, for example, in office, household, recreational, or education environments.
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the Subgrantee, upon specific request from the Bureau, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

38. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

39. Certification of body armor "mandatory wear" policies

If subgrantee uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a

written "mandatory wear" policy in effect. The subgrantee must keep signed certifications on file for any subrecipient planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

40. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NJJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NJJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

41. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

42. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

43. Use of funds for DNA testing; upload of DNA profiles

If the subgrantee utilizes award funds for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Encouragement of Submission of "Success Stories"

The Bureau and BJA strongly encourage all subgrantees to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

45. De-confliction

A subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

46. All funds awarded under this Subgrant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.

47. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the Bureau determines that the subgrantee is a high-risk grantee.

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The Subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, subgrantee’s goals and objectives and detailed budget, without complying with the Bureau’s amendment procedures provided in this Subgrant Agreement and upon the receipt of the Bureau’s approval prior to any changes being made.
2. Amendments may be submitted by the subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Subgrant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and subgrantee representatives’ responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Elaine Smokes
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)598-7139
Email: askOCR@usdoj.gov	Email: Elaine.smokes@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Marie Marsico, Management Analyst
-----------------------------	-----------------------------------

4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505)629-6581
	Email: marie.marsico@state.nm.us

SUBGRANTEE REPRESENTATIVES

Undersheriff Eli Lucero- Program Director	Stephanie Dunlap- Financial Contact
PO Box 498	PO Box 498
Estancia, NM 87016	Estancia, NM 87016
Telephone: 505-544-4901	Telephone: 505-544-4903
Email: elucero@tcnm.us	Email: sdunlap@tcnm.us

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau’s decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or subgrantee’s failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either party of any of its rights under this Agreement 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.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Subgrant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4- 30, as amended. No provision of this Subgrant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Sub grantee arising from the performance of this Subgrant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

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

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement will be provided by the Bureau. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the subgrantee must take to complete this process at the end of the period of performance.
 - a. The subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award. DPS may approve extensions when requested by the subgrantee and will be determined on a case by case basis.
 - b. DPS will make prompt payments to the subgrantee for allowable reimbursable costs under the award being closed out.
 - c. The subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
 - d. The Bureau will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

1. Attachments listed below are incorporated into and made part of this Subgrant Agreement.
 - b. Subgrantee's Application (Attachment A)
2. The below listed certifications need to be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Subgrant Agreement upon execution.
 - b. Certification of Compliance with Equal Employment Opportunity Plan ((EEO) Requirements (Certification 1)
 - c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - d. Privacy Certification (Certification 3)
 - e. Overtime Certification (Certification 4)

THEREFORE, the subgrantee and the Bureau do hereby execute this Subgrant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: _____
Signature of Certifying Official

Date: _____

Printed Name _____

Title _____

By: _____
Program Agency Director

Date: _____

Printed Name _____

Title _____

DEPARTMENT OF PUBLIC SAFETY:

By: _____
Signature of Cabinet Secretary/Awarding Official

Date: _____

Tim Q. Johnson
Printed Name _____

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By:  _____
General Counsel

Date: 5-27-2021

Elizabeth Trickey
Printed Name _____

**New Mexico Department of Public Safety
Grants Management Bureau
Fiscal Agent Certifications**

CERTIFIED ASSURANCES

The applicant hereby assures that, if an award is received under the 2019 JAG Program, the following requirements will be met:

Drug-Free Workplace Requirements (State Agencies Only)

The applicant certifies that it will provide a drug-free workplace for its employees in accordance with the Federal Anti-Drug Abuse Act of 1988 (Public Law 100-690). This certification is a material representation of the fact upon which reliance will be placed when the grantor agency determines to award a grant. False certification or violation of the certification shall be grounds for suspension of payment, suspension of termination of grants, or government wide suspension and debarment.

Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Disclosure of Lobbying Activities Requirements (Exception: Indian tribes, organizations, or agencies)

The applicant certifies that no Federal appropriation funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, and the extension continuation, renewal, amendment, or modification of any Federal grant

The applicant further certifies that it will provide a "Disclosure of Lobbying Activities" form if and when any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the JAG Program.

Disclosure of Federal Participation Requirement (This applies only to sub-grantees that receive \$500,000 or more in the aggregate)

The applicant agency certifies that when issuing statements, press releases, requests of proposal, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal money, it shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with Federal money, and 2) the dollar amount of Federal funds for the project or program.

General Financial Requirements

The applicant certifies that it will comply with the provisions of 28 CFR Part 66, Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and the Office of Management and Budget (OMB) Circulars applicable to financial assistance. These

Circulars must be followed along with additional information and guidance contained in the current edition of the Office of Justice Programs Financial Guide.

Audit Requirement

The applicant agency certifies that if it expends \$500,000 or more in federal funding (from all sources, to include pass-through sub-awards) in its fiscal year, a single organizational audit must be conducted in accordance with the provisions of OMB Circular A-133. If the applicant does not expend \$500,000 or more in Federal funds in its fiscal year but contracted with a certified public accountant to perform an audit, these costs may not be charged to the grant.

Confidential Funds Requirement (Law Enforcement Agencies Only)

The applicant certifies that they have read, understand, and agree to abide by all the conditions for confidential funds set forth in the current edition of the Office of Justice Programs Financial Guide. The applicant also certifies that if it receives grant funds that are used to conduct law enforcement undercover operations, it will develop and formalize specific policies and procedures to protect the confidentiality of the operations. These policies and procedures must be submitted to the grantor agency prior to expending any confidential funds.

Civil Rights Requirement

The applicant certifies that it will comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Title II of the American with Disabilities Act of 1990, 42 USC 12131; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Department of Justice Non-Discrimination Regulations, 28 CFR Part 25 and 42, Sub-parts C, D, E, and G; and Executive Order 11246, as amended by Executive Order 11375, and their implementing regulations, 41 CFR Part 60.1 et. Seq., as applicable to construction contracts.

This applicant further certifies that if a Federal or State court or administrative agency makes a finding of discrimination, it will immediately forward a copy of the findings to the grantor agency.

UNIFORM CRIME REPORTING

On behalf of the applicant, I, as the Certifying Official, certify that I have read, understand, and agree to abide by all the conditions set forth in New Mexico State Statute 29-3-11 Uniform Crime Reporting System, below. If funding is provided and DPS-GMB later finds that the applicant is not following these conditions, DPS-GMB may not reimburse further expenditures until reporting is caught up.

29-3-11. Uniform crime reporting system established: duties of department.

- A. The department of public safety shall develop, operate and maintain a uniform crime reporting system and shall be the central repository for the collection, storage, retrieval and analysis of crime incident and arrest reports generated by all law enforcement agencies in this state. The system shall be operational as of January 1, 2008.

- B. The department shall:
 - (1) compile statistical data and forward such data as required to the federal bureau of investigation or the appropriate department of justice agency in accordance with standards and procedures of the national system;
 - (2) provide forms, standards and procedures and related training to state and local law enforcement agencies as necessary for the agencies to report incident and arrest activity for inclusion in the statewide system;
 - (3) in conjunction with the New Mexico sentencing commission, annually publish a report on the nature and extent of crime in New Mexico and submit the report to the governor and to the legislature;
 - (4) maintain the privacy and security of information in accordance with applicable state and federal laws; and
 - (5) establish rules as necessary to implement the provisions of this section.

- C. Every law enforcement agency in the state shall:
 - (1) submit crime incident reports to the department of public safety on forms or in the format prescribed by the department;
 - (2) submit any other crime incident information as may be required by the department of public safety; and
 - (3) use the state uniform statutory charge codes for the automated fingerprint identification system and use uniform crime incident reporting as provided by the department for all incidents and arrests.

- D. The annual report and other statistical data reports generated by the department shall be made available to state and local law enforcement agencies and the general public.

SUPLANTING CERTIFICATION

On behalf of the applicant, I hereby certify that I understand that any Federal funds received as a result of this application must be used to supplement existing funds for program activities and must not supplant those funds that have been appropriated for the same purpose, as funds set forth in the current edition of the Office of Justice Programs Financial Guide. Further, supplanting shall be reviewed during the application process, post-award monitoring, and project close-out.

If the Grants Management Bureau believes, based upon factual data, that supplanting may have occurred, then the Sub-recipient shall be required to supply documentation demonstrating that the reduction of non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Name of Applicant / Fiscal Agent

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

**New Mexico Department of Public Safety
Grants Management Bureau
Fiscal Agent Certifications**

PRIVACY CERTIFICATION

Sub-grantee, Torrance County, certifies that data identifiable to a private person¹ will not be used or revealed, except as authorized in 28 CFR Part 22, §§22.21, 22.22.

Brief Description of Project (required by 28 CFR §22.23(b):

Project is a law enforcement project. No data identifiable to a private person will be collected.

Sub-grantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Sub-grantee certifies that where findings in a project cannot, by sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time as required by 28 CFR §22.23(b)(4):

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b)(7):

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or Sub-grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative Torrance County

1 Information identifiable to a private person as defined in 28 CFR §22.2(e) as "information which either—(1) is labeled by name or other personal identifiers, or (2), can by virtue of sample size or other factors, be reasonably interpreted as referring to a particular person."

arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

Procedures for data storage, as required by 28 CFR §22.23(b)(5):

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Sub-grantee also certifies that BJA and the Grants Management Bureau will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data.

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual with the authority to transfer data:

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Sub-grantee certifies that all project personnel, including subcontractors, have been advised of and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b)(2):

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to ensure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index :

Not applicable since this is not a study collecting identifiable data.

Procedures for the final disposition of data, as required by 28 CFR §22.25:

Not applicable since this is not a study collecting identifiable data.

Name and title of individual authorized to determine the final disposition of data:

Not applicable since this is not a study collecting identifiable data.

Sub-grantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

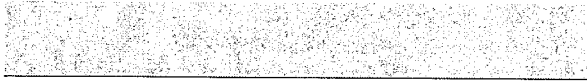
Sub-grantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Sub-grantee certifies that the procedures described above are correct and shall be carried out.

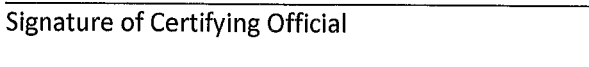
Sub-grantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

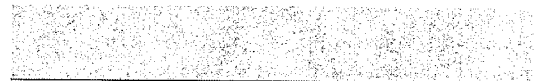
Sub-grantee certifies that BJA and the Grants Management Bureau shall be notified of any material change in any of the information provided in this Privacy Certificate.

As the duly authorized representative of the Sub-grantee, I hereby certify that the Sub-grantee will comply with the above certifications.

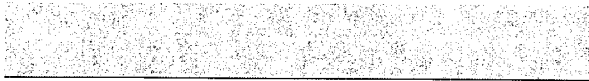


Name of Sub-grantee / Fiscal Agent


Signature of Certifying Official



Title of Certifying Official



Printed Name of Certifying Official


Date



*Agenda Item
No. 12-C*

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, # 22-924-00030, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Torrance County**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the agency; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

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

I. Period of Agreement.

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2022**, unless terminated pursuant to Article VII, *infra*.

II. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **Sixty-eight thousand seven-hundred sixty dollars and no cents (\$68,760.00)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

IV. Payment.

The DEPARTMENT shall make payment of fifty percent (50%) of the total compensation to the CONTRACTOR following execution of the Agreement upon receipt of a certified and documented invoice and voucher from the CONTRACTOR for services and costs in "**EXHIBIT B.**" However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specific herein.

Beginning six months from execution of the Agreement, the CONTRACTOR shall submit certified and documented invoices and vouchers monthly for work performed and expenses

incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Elaine Perea, PhD, Director, College and Career Readiness Bureau, NM Public Education Department, 300 Don Gaspar Ave, Santa Fe, NM 87501**. The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

V. Return of Funds.

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

VI. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

VII. Termination of Agreement.

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

VIII. Funds Accountability.

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

IX. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

X. Requests for Records Under Inspection of Public Records Act.

CONTRACTOR may be subject to the Inspection of Public Records Act ("IPRA"), and is separately and independently responsible for complying with an IPRA request for

records. CONTRACTOR must notify the DEPARTMENT when the CONTRACTOR has received an IPRA request for records relating to this agreement within forty-eight (48) hours of receipt of the request. CONTRACTOR must also provide the DEPARTMENT with a copy of any responsive records it intends to make available, along with notification of its intent to release such records, at least three (3) business days prior to their release.

XI. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XII. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XIII. Assignment.

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

XIV. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XV. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XVI. Liability.

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

XVII. Execution of Documents.

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

XVIII. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

The CONTRACTOR shall comply, and shall ensure that all sub-contractors comply, with all applicable procurement laws and regulations.

XIX. Equal Opportunity Compliance.

The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR agrees to 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, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XX. Workers' Compensation.

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

XXI. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that: No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is

a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

XXII. Status Of Entity

The CONTRACTOR affirms that it is a public agency exempt from the procurement code under NMSA 1978, § 13-1-98(A).

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

CONTRACTOR:

DEPARTMENT:

Contractor

Ryan Stewart, Ed.L.D.
Secretary of Education

Printed Title of Authorized Signatory

Date: _____

Date: _____

Department's Legal Counsel -
Certifying legal sufficiency

Date: _____

EXHIBIT A - STATEMENT OF WORK

The CONTRACTOR shall provide an internship program for students as part of, and as permitted through, the Department's Summer Enrichment program. The CONTRACTOR shall:

1. Strive to encourage at-risk students to participate in internship program using explicit engagement strategies.
2. Ensure that students participating in the internship program are able to arrive at their internships by providing access to transportation, including public transportation, as an in-kind contribution.
3. Place student participants into internship placements that reflect the state, regional and local economic data regarding specific, in-demand workforce opportunities.
4. Design internship placements so that students are exposed to high wage, high-skill, or in-demand careers, as determined by New Mexico Department of Workforce Solutions labor market information.
5. Have coordinators employed to oversee interns, and ensure that coordinators undergo background checks if not currently an employee of a local public charter school or school district.
6. Ensure that no coordinator oversees over twenty (20) interns.
7. Ensure coordinators collaborate with local employers, such as government managers who request interns, and with local Workforce Connection Office staff to develop job descriptions for students.
8. Ensure each coordinator collaborates with staff from their local Workforce Connection Office to evaluate student applicants and determine appropriate placement of students.
9. Ensure each coordinator attends a statewide training to learn expected internship protocols and learning objectives.
10. Ensure each coordinator attends weekly statewide virtual meetings with other coordinators.
11. Ensure that both coordinators and student workers are covered by liability insurance.
12. Ensure that local labor laws reflected in the following website are adhered to:
<https://www.dws.state.nm.us/Child-Labor> and
https://www.dws.state.nm.us/Portals/0/DM/LaborRelations/Working_as_a_Teen.pdf
13. Ensure that students with the coordinator to learn employability skills before they begin their internship placement.

EXHIBIT B
FINANCIAL INFORMATION SHEET

		Total
Adults		
	2 potential coordinators participating for 10 weeks at \$500 per week	10,000.00
	Coordinator Taxes and Benefits (8%)	800.00
Students		
	40 potential students participating for 6 weeks at \$10.50 per hour.	50,400.00
	Intern Taxes and Benefits (15%)	7,560.00
Administration and Overhead		0.00
TOTAL		68,760.00

Funding Source: ESSER-III

Fund:	67302
Project ID:	PED2434GY201
Dept:	S21000
Bud Ref:	92136
Class Code:	E0000

Prior to approval of a subcontract, please ensure that:

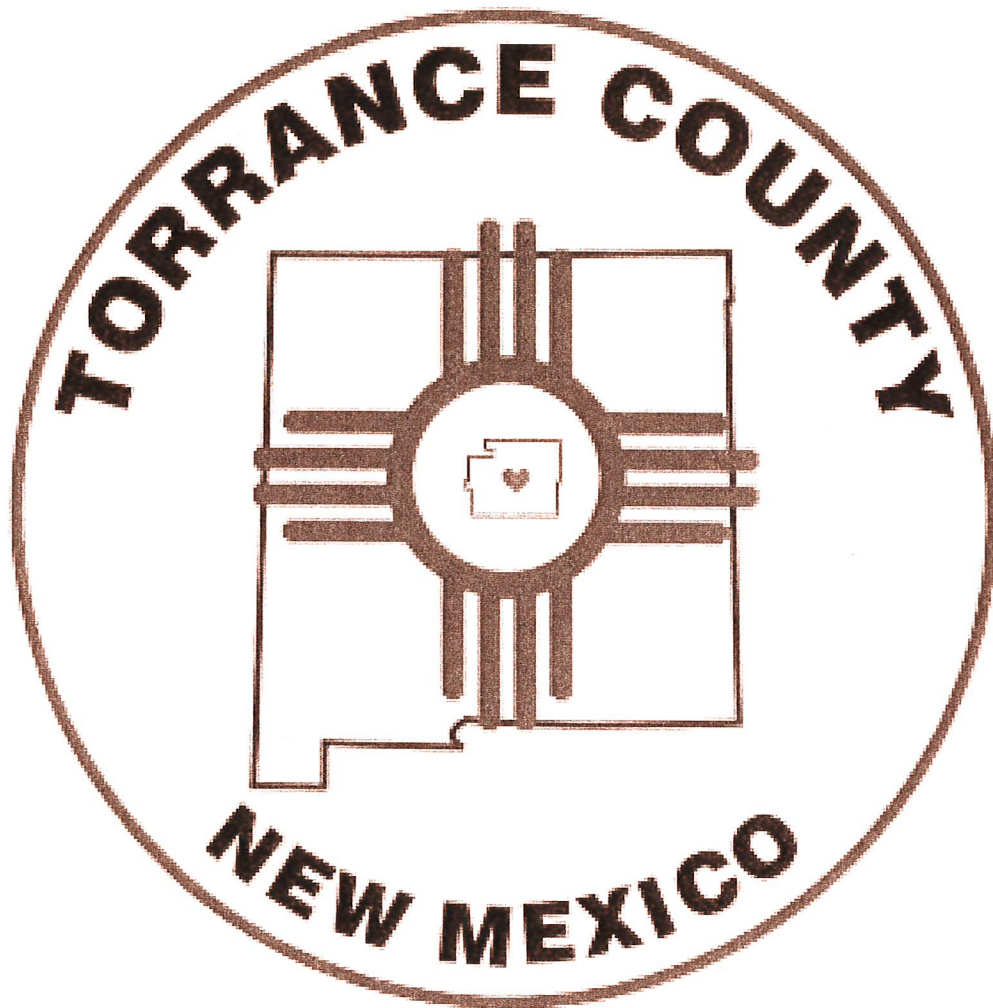
- (1) the person making the assurances that follow is authorized to make such assurances;
- (2) the contractor has verified that the subcontractor possesses the necessary credentials to qualify for payment of state funds that flow from the PED contract with the contractor including, as applicable, a vendor ID number, a W9 or Form 1099;
- (3) the contractor has verified that the subcontractor possesses a valid certificate or license authorizing the subcontractor to teach, administer or perform medical procedures, if the certification or licensure is required under NMSA Section 22, Article 10A;
- (4) the contractor accepts liability under NMSA 1978 Section 22-8-42 on behalf of the subcontractor for (1) any falsification of record, account or report filed pursuant to the Public School Finance Act; (2) the subcontractor's use of funds budgeted or appropriated for public school use for a purpose other than that provided in the appropriation or grant;
- (5) the contractor acknowledges that no subcontract requires direct payment from PED to the subcontractor;
- (6) the contractor requires the subcontractor to affirm that all materials developed or acquired under the subcontract become the property of the Public Education Department and nothing developed or produced, in whole or in part, by the subcontractor under the agreement with the contractor shall be the subject of an application for copyright or other claim of ownership by or on behalf of the subcontractor;
- (7) the contractor verifies that the subcontractor has no conflict of interest and complies with the Governmental Conduct Act,
- (8) the contractor verifies that the subcontractor abides by all federal and state laws, rules and executive orders of the Governor of the State of New Mexico pertaining to nondiscrimination and equal employment opportunity;
- (9) the contractor ensures that the subcontractor complies with all requirements of Contractor's agreement with PED including but not limited to requirements for worker's compensation coverage, and limitations on lobbying; and
- (10) the contractor ensures that the subcontractor complies with State of New Mexico's employee pay equity reporting requirements.

PRINTED NAME OF PERSON MAKING ASSURANCES: _____

Signature: _____

Date: _____

Approval of subcontract by PED does not exempt contractor from following and adhering to state procurement rules and regulations in securing contractual services of subcontractor.



*Agenda Item
No. 12-D*

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 22-E-13

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Torrance**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **County of Torrance**, which also provides **E-911 related services to Torrance County**, as well as **E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware**; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund: and

WHEREAS, on **May 18, 2021**, the State Board of Finance awarded the Grantee **\$740,125** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2021**, through **June 30, 2022**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$740,125** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Christine Snow**
Title: **Director, Tarrant County 911**
Address: **753 Salt Missions Trail**
McIntosh, New Mexico 87023-0449

Phone: **505-384-2705**
Fax: **505-384-9635**
Email: **csnow@tarrantcounty911.com**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauff, or his successor
Title: E-911 Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: 505-827-8060
Fax: 505-827-4948
Email: Stephen.Weinkauff@state.nm.us

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Donnie Quintana, Local Government Division Director

Date

Exhibit A

PSAP Annual Report Form For: FY2022

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	
Type of equipment to include make and model of:	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits;	
Routing central office and PSAP end office;	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	
MSAG coordinator name, address, phone number, and Email address;	
GIS representative to include physical address, telephone number, and Email address.	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	
Section 10.6.2.11 D(9)	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	
Auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
Fiscal Year 2022	Wireline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
<i>Total</i>			
Month Avg.			
Day Avg.			

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

**Exhibit C
Expenditure Budget**

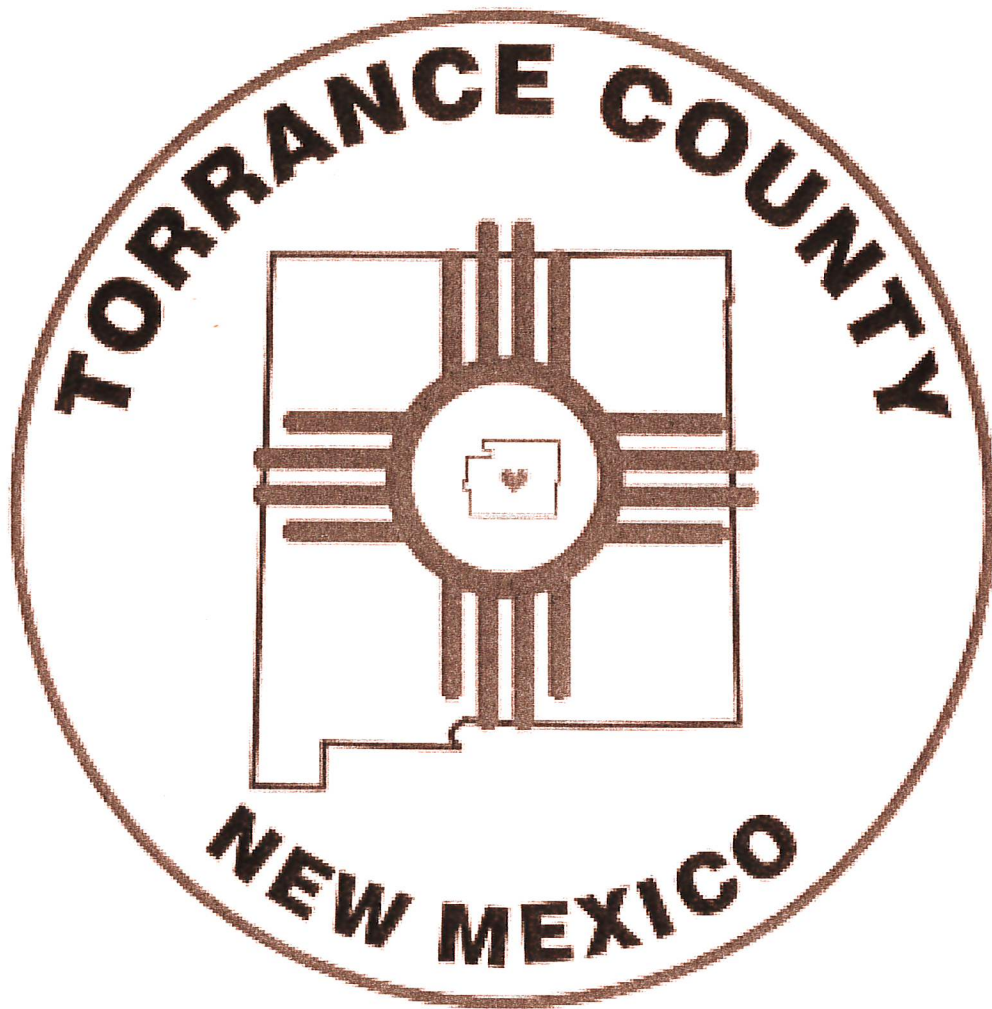
New Mexico E-911 Program Grant

Local Government Division

Department of Finance and Administration

Grantee:	County of Torrance	Grant Award:	740,125
Address:	753 Salt Missions Trail McIntosh, New Mexico 87032	Project Number:	22-E-13
Telephone:	(505) 384-2705	Grant Period:	July 1, 2021 - June 30, 2022
Number of Funded PSAP Positions:		6	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	553,823
Firewall and Router Equipment	
Dispatch Software	
Recorder	
UPS/Generator	
Capital Subtotal	553,823
Recurring Network/Managed Services	
Voice Network	36,979
Data MPLS Network	7,232
Wireless Cost Recovery	1,058
Recurring Network/Circuit Subtotal	45,269
Recurring Maintenance	
System Maintenance	102,520
Recurring Maintenance Subtotal	102,520
Services/Training	
911 Related Training	9,000
911 Related GIS	3,000
911 Consulting Services	9,852
GIS Consulting Services	13,861
Interpretive Services	400
Minor Equipment	2,400
Services/Training Subtotal	38,513
TOTAL	740,125



*Agenda Item
No. 12-E*

CYFD Domestic Violence Services SFY22 Budget Proposal

Cost Reimbursement - No Negotiated Rate

This budget proposal is the financial plan for the project or program listed below. Once approved by CYFD BHS, an allocation will be made within BHDStar for the Project. Changes to projected spending can be made with the approval of CYFD BHS.

Provider: Torrance County - Project Office **Start Date:** 7/1/2021 (1st of month)
Project: Survivor Services **End Date:** 6/30/2022
Budget Weeks: 52

CYFD FY22 Allocation <small>(Initial - if applicable)</small>	\$48,400	Requested FY21 Allocation <small>(Budgeted Amount)</small>	\$48,400	<i>Increase</i>
---	----------	--	----------	-----------------

Total Anticipated Survivor Services Project Budget (all sources): \$94,900.00
Total Anticipated Agency Budget: \$101,730.00

CYFD portion of Project: 51%
Presumptive Shared/Indirect Cost Limit: 93%
Total Budgeted This Form: \$48,400

Submitted Date: May 28, 2021
Approved Date: _____
Budget Version: 1

A. Personnel

Please enter hourly wage OR annual salary for each staff person during the budgeted time-period. Use the Salary Apportionment Worksheet (separate tab) to allocate wages/salary to this budget proposal.

Position	Name	Hourly <small>(non-exempt employees)</small>	Annual Salary <small>(exempt employees)</small>	Anticipated Overtime or Incentive Pay	Agency FTE	% Salary Paid by CYFD <small>(use salary worksheet)</small>	Total Wages/Salary	Wages/Salary Allocated to this Budget	
Executive Director	Anna M. Martinez	\$ 28.25			0.50	44.0%	\$ 29,380.00	12,927	
DV Prevention Specialist	Terri Summers	\$ 14.50			0.50	61.0%	\$ 15,080.00	9,199	
DV Prevention Specialist	Vacant	\$ 14.50			0.50	60.0%	\$ 15,080.00	9,048	
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
							\$ -		
FTE This Project:							0.83	Subtotal:	\$ 31,174

Job Descriptions & Narrative Justification

Executive Director	Performs job functions with minimal supervision, attends meetings and trainings as required for the position and/or as requested by supervisor, meets with clients and gives guidance on completing the Petition for Order of Protection, attends required court proceedings, provides referrals to other agencies and resources as outlined in client safety and service plans,
DV Prevention Specialist	Performs job functions with minimal supervision, attends meetings and trainings as required for the position and/or as requested by supervisor, meets with clients and gives guidance on completing the Petition for Order of Protection, attends required court proceedings, provides referrals to other agencies and resources as outlined in client safety and service plans,
DV Prevention Specialist	Performs job functions with minimal supervision, attends meetings and trainings as required for the position and/or as requested by supervisor, meets with clients and gives guidance on completing the Petition for Order of Protection, attends required court proceedings, provides referrals to other agencies and resources as outlined in client safety and service plans,

Budget

B. Fringe Benefits

<i>Position</i>	<i>Annual Health Insurance Premium</i>	<i>Other Annual Fringe Benefits (in Dollars)</i>	<i>Health Insurance Premium Allocated to This Project</i>	<i>Agency Retirement Contribution (% of salary)</i>	<i>FICA & Workers Comp % (you can change this number)</i>	<i>Salary Allocated to This Project</i>	<i>Total Pro-Rated Benefits in This Project</i>
Executive Director	\$ 12,924.00	\$ -	\$ 5,686.56	0.00%	10.15%	\$ 12,927	\$ 6,998.67
DV Prevention Specialist	\$ -	\$ -	\$ -	0.00%	10.15%	\$ 9,199	\$ 933.68
DV Prevention Specialist	\$ -	\$ -	\$ -	0.00%	10.15%	\$ 9,048	\$ 918.37
	\$ -	\$ -	\$ -	3.50%			
	\$ -	\$ -	\$ -	3.50%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	3.50%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ -	0.00%			
	\$ -	\$ -	\$ 2 of 4	0.00%			

This would be all supplies need to run the office for the year.

F. Contracts & Consultants

Please only enter actual amounts for time-period of this budget. (This form will not pro-rate entered amounts.)

Presumptive Shared/Admin Cost Limit: 93%

Name	Service/Item	Expense Type	Rate/Cost	Number Purchased	Portion allocated to project	Total
TBD	DV Specific training for Law Enforcement	Exclusive/Direct	\$1,000.00	1	100.0%	\$ 1,000.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Subtotal Contracts:						\$ 1,000

Narrative Justification for Contracts & Consultants

We feel like a DV specific training for law enforcement in Torrance County would be a huge benefit. I had put this on my list last year but with Covid it didn't happen.

G. Construction - n/a

H. Other Costs

Please only enter actual amounts for time-period of this budget. (This form will not pro-rate entered amounts.)

Presumptive Shared/Admin Cost Limit: 93%

Item	Expense Type	Unit Cost	Number	Portion Allocated to Project	Total
Copier/Printer/Scanner	Shared/Indirect	\$260.00	12	90.0%	\$ 2,808
Telecommunications	Shared/Indirect	\$185.00	12	90.0%	\$ 1,998
					\$ -
Lobo Internet	Shared/Indirect	\$49.50	12	90.0%	\$ 535
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal Other Costs:					\$ 5,341

Narrative Justification for Other Costs

These are expenses to conduct business in our office.

TOTAL PROJECT COSTS (sum of direct and indirect costs)

GRAND TOTAL: \$ 48,400

BUDGET SUMMARY		TOTAL
Table 19. Budget Summary		
A. Personnel		\$ 31,174
B. Fringe Benefits		\$ 8,851
C. Travel		\$ 1,200
D. Equipment		\$ -
E. Supplies		\$ 834
F. Contractual Services		\$ 1,000
G. Construction		\$ -
H. Other		\$ 5,341
GRAND TOTAL:		\$ 48,400

\$0.00

We do not have a fee schedule; this is on the contract that clients sign when they start the program.

4. _____ I understand that there is a \$25 materials fee due upon intake for the program. I understand that if I lose my copy of the workbook/materials that I will be required to pay an additional \$25 for replacement materials before returning to group. I am also required to pay \$10 for every session I attend or if I sign up for a make-up group but do not attend. If I am not able to pay the fee, I will plan with the DV Program staff.



*Agenda Item
No. 12-F*

CYFD BHS Domestic Violence Services SFY22 DVOTI Allocation Proposal

Provider:	Torrance County - Project Office	Start Date	7/1/2021 <small>(1st of month)</small>
Project:	DV Offender Treatment and Intervention	End Date	6/30/2022
Contact Person for this Proposal: <small>Include name and contact info</small>	Anna M. Martinez 505-288-9737	Budget Weeks	52

CYFD FY21 Final Allocation	\$8,870.00	Requested FY22 Allocation	\$26,911	203.4% Increase
CYFD FY21 Utilization (YTD)	\$7,012.32			
Projected FY21 Utilization	100%			

Submitted Date: May 28, 2021

Approved Initial Allocation: _____

Approved Date: _____

Budget Version: **1**

Rural Programs

In FY22, we are implementing a rural area increase, which is based on the Census data for the percentage rural for the county your program's home office location. Based on our experience with programs in FY21, rural areas face increased challenges with the fee-for-service model due to the number of program participants and accessibility to the program's physical location. Please enter the county of your program's home office below to calculate the rural area increase for your program (if you have multiple locations, use the location with the most participants). The maximum rate increase is 25% for counties with 100% rural populations.

Home Office County:	Torrance County	Percent Rural:	98.8%	Rural Rate Increase:	24.7%
					<small>Max 25%</small>

DVOTI Billing Estimator

This estimator helps you project DVOTI Revenue and provides information to CYFD about your total service numbers, alternate funding sources, and any budgetary excess or shortfall. The Service Definitions can be found in the draft DVOTI Standards in Section V. Include an estimate of the *total* services provided each month according to the service definitions, including services that may be billed to other sources, such as Medicaid or private insurance. Then enter your average estimated billing to other funding sources in the highlighted box below to arrive at your estimated CYFD eligible billing. If your program expects to exceed program maximums for Assessment, Intake, or Case Management, please propose an innovative service to describe your programs' activities.

Billing Category	Per	Rate	# Per Month	# Participants Per Week	Average Hours per Instance	Hours per month	
Pre-Intake Assessment	Hour (1.5 hr max)	\$65.00	1		1.50		\$48.75
Clinical Assessment	Session	\$125.00	1				\$62.50
Program Participant Intake	Hour (1.5 hr max)	\$45.00	1		1.50		\$67.50
Case Management	Hour (avg 1.5 hr per month per participant max)	\$45.00				9.00	\$405.00
CCR Activities	Hour	\$75.00				3.00	\$225.00
Group Session - Licensed	Person/90-minute group	\$26.00		0			\$0.00
Group session - Unlicensed	Person/90-minute group	\$20.00		6			\$519.60
Individual Session - Licensed	Session (min 50 minutes)	\$80.00		0			\$0.00
Individual Session - Unlicensed	Session (min 50 minutes)	\$50.00		1.5			\$75.00
Community Services	Hour	\$55.00				1.00	\$55.00
<i>Insert Innovative Service, if applicable</i>							
<i>Insert Innovative Service, if applicable</i>							
Supervision	Session	\$85.00	4.0				\$340.00

	Estimated Monthly Billing	\$1,798.35
	Avg. Monthly Billing to Other Funding Sources	\$0.00
	Estimated Monthly CYFD-Eligible Services	\$1,798.35
	Rural Area Rate Increase	24.7%
	Estimated Monthly CYFD-Eligible Billing	\$2,242.54
	Estimated CYFD-Eligible Billing this budget	\$26,910.51

Participant Fee Schedule

Please submit your DVOTI Participant fee schedule to the application.

Innovative Services

Please describe any innovative services you have developed or will implement in SFY22 to serve survivors and their dependents (i.e., services that are not defined in the DVOTI Project Standards). Include a description of billing (e.g. amount/hour) and include in the estimator above.

We have done all our BIP groups via zoom.

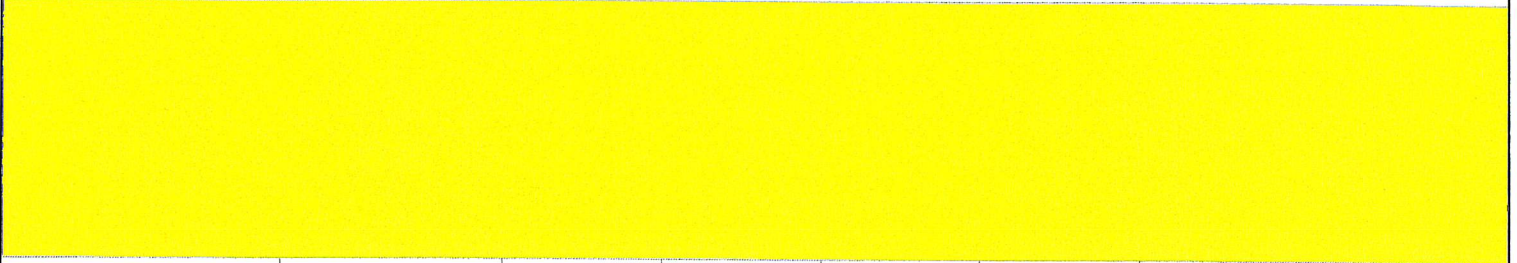
Coordinated Funding

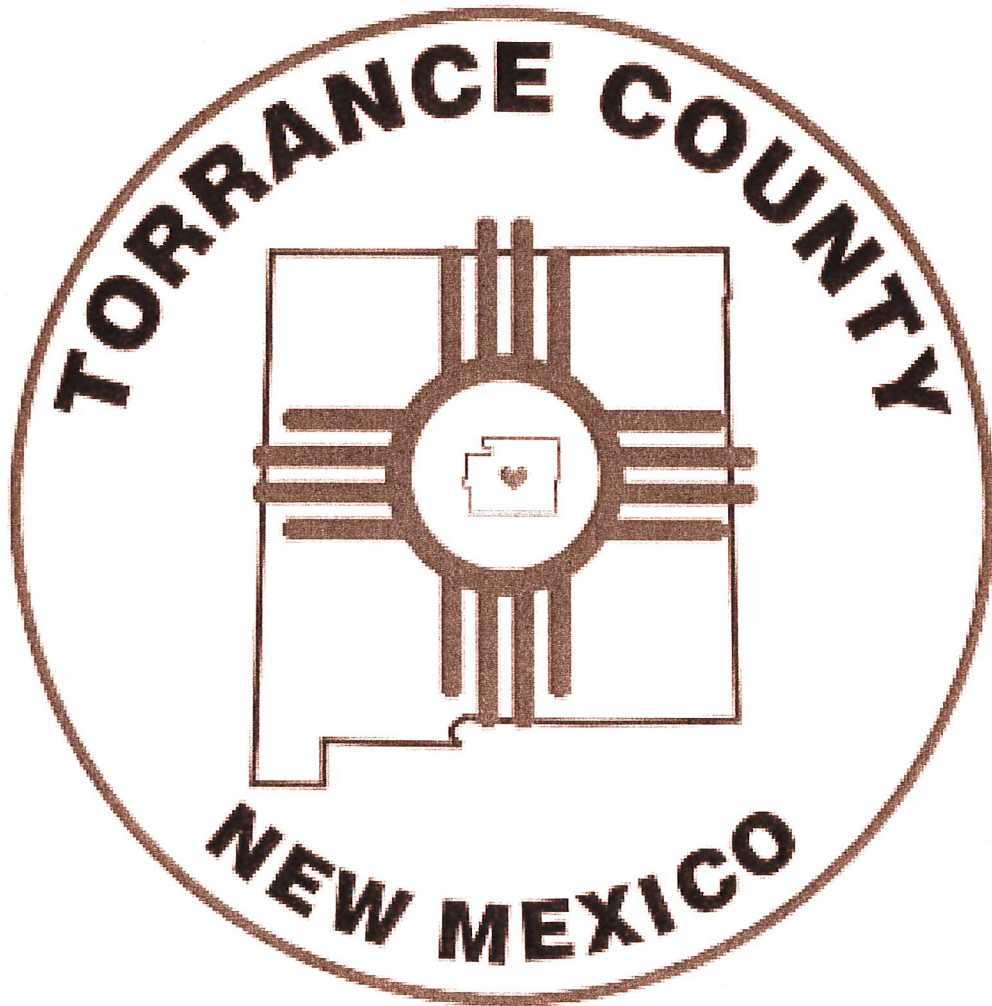
Please describe other funding sources for DVOTI services (e.g. donations, Medicaid) and how you coordinate billing, such as financial controls, to ensure that expenses are not charged to more than one state or federal source.

Our program is a department within Torrance County Government and we receive \$46,500 from Torrance County. The funds that we receive from the County are used where ever I have expenses that are not allowable by CYFD. The County also provides our building, utilities, vehicle insurance and janitorial services.

Administrative

Please review the Operations and Administrative Standards in the draft DVOTI Project Standards. Describe any areas where you need to update your policies and procedures, including any questions or technical assistance you will need to comply with the standards. (Approved DVOTI Programs have 180 days from July 1, 2020 to incorporate new or changed stadards.)





*Agenda Item
No. 12-G*

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 18, 2021

VIA EMAIL

The Honorable Commissioner Ryan Schwebach
Torrance County Commission Chair
PO Box 48
Estancia, NM 87016

Through Tracey Master, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #22-D-G-31 for your review and approval. **Please note that an original, wet or electronic, authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call or email Stephen Martinez, LDWI Program Manager at (505) 470-7980 or Stephen.martinez3@state.nm.us.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, LDWI Bureau Chief
Local Government Division

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 22-D-G-31

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the County of Torrance, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on April 21, 2021, the DWI Grant Council awarded the Grantee **\$85,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A” and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2021** and will terminate on **June 30, 2022**.
- B. The General Appropriation Act of 2021, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2021, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2022 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 29, 2021**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 29, 2021, January 31, 2022, and April 29, 2022** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 11, 2022.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **July 29, 2022.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Eighty Five Thousand Dollars and no Cents (\$85,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities 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 the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

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. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Tracey Master
Title: Coordinator
Address: PO Box 48
Estancia, NM 87016

Phone: (505) 705-0332
Email: TMaster@tcm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Stephen Martinez
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 470-7980
Email: Stephen.martinez3@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Fifteen thousand Three hundred Dollars and No Cents (\$15,300.00) (18%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 30, 2021**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 30, 2021**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 30, 2021**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit **LDWI Planning Council by-laws by July 30, 2021**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Torrance may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Torrance’s only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

TORRANCE COUNTY

By: _____ Date _____
Authorized Signatory

(Type or Print Name)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____ Date _____
Donnie Quintana, Director

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Torrance County

Grant No.: 22-D-G-31

Grant Amount: \$85,000.00

Grantee will provide DWI program activities in the following areas:

1. Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI.

Prevention activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse. LDWI funds may be used to support the assessment, capacity, planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2. Enforcement:

Overtime for officers to support sobriety checkpoints, directed patrols and underage drinking enforcement will be supported through the LDWI grant program.

3. Screening:

The grant **requires** a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA-approved screening program.

The program **shall** use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. *See* NMSA 1978, § 43-3-11(D).

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: _____ Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: _____ Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report from NOBLE	<input type="checkbox"/> Review Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach Database Screening & Tracking Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Screening & Tracking Quarterly Report
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**Local DWI Grant Program
Revenue/Expenditure Summary**

Grantee
Torrance County

Grant No.: 22-D-G-31

Total Grant

\$85,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Grant	85,000.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees	300.00				
County	14,700.00				
City		PROGRAM			
Judicial/Courts		Personnel Services	44,002.00	0.00	44,002.00
Other (list):		Employee Benefits	7,450.00	0.00	7,450.00
Drug Education Fund	300.00	Travel (In-State)	0.00	0.00	0.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	2,000.00	600.00	2,600.00
		Operating Costs	1,300.00	14,700.00	16,000.00
		Contractual Services	30,248.00	0.00	30,248.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	100,300.00	TOTAL EXPENDITURES	85,000.00	15,300.00	100,300.00

* Administrative is allowed only as In-Kind Match

**Capital purchases must have prior approval from DFA/LDWI.

*** In-Kind Match must be at least 10% of Grant Expenditure total

10%= 8,500.00

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Prevention	36,778.00
Enforcement	7,700.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	31,502.00
Alternative Sentencing	9,020.00
Totals:	85,000.00
ck	85,000.00

Torrance County
PO Box 318
Estancia, NM 87016

505-705-0332
22-D-G-31

In-Kind Match:

	<u>Budget</u>
Prevention	300.00
Enforcement	0.00
Screening	1,000.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	14,000.00
Alternative Sentencing	0.00
Totals:	15,300.00

ck 15,300.00

Tot. Bud. Expd: 100,300.00 ck

#####



LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: 1

I. A. Grantee: Torrance County B. Address: PO Box 318 Estancia, NM 87016 C. Telephone No.: 505-705-0332 D. Grant No.: 22-D-G-31				II. Payment: A. Grant Award: \$85,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$85,000.00 III. Report Period Ending: Enter Date-->					
Budget Line Items	Grant				In-Kind Match				
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures	
ADMINISTRATIVE									
Personnel Services					0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits					0.00	0.00	0.00	0.00	Empl. Ben.
PROGRAM									
Personnel Services	44,002.00	0.00	44,002.00	0.00	0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	7,450.00	0.00	7,450.00	0.00	0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel Out
Supplies	2,000.00	0.00	2,000.00	0.00	600.00	0.00	600.00	0.00	Supplies
Operating Costs	1,300.00	0.00	1,300.00	0.00	14,700.00	0.00	14,700.00	0.00	Operating
Contractual Services	30,248.00	0.00	30,248.00	0.00	0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Capital Purch.
TOTALS	85,000.00	0.00	85,000.00	0.00	15,300.00	0.00	15,300.00	0.00	

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Torrance County
 Grant No.: 22-D-G-31
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	36,778.00	0.00	36,778.00	0.00
Enforcement	7,700.00	0.00	7,700.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	31,502.00	0.00	31,502.00	0.00
Alternative Sentencing	9,020.00	0.00	9,020.00	0.00
Totals:	85,000.00	0.00	85,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind Match</u>
Prevention	300.00	0.00	300.00	0.00	
Enforcement	0.00	0.00	0.00	0.00	
Screening	1,000.00	0.00	1,000.00	0.00	
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00	
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00	
Coordination, Planning & Evaluation	14,000.00	0.00	14,000.00	0.00	
Alternative Sentencing	0.00	0.00	0.00	0.00	
Totals:	15,300.00	0.00	15,300.00	0.00	0.00

Total Expenditures This Reimbursement:	<u>0.00</u>	↔	Checks:
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>
Total Additional In-Kind Match Year to Date:	<u>0.00</u>		

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

 Grantee Representative (Signature)

 Title

 Date

Exhibit G- Grant

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier	Amount	Component
Total Personnel Services:					<u>0.00</u>

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):						<u>0.00</u>

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Supplies:						<u>0.00</u>

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Exhibit G- Grant

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Capital Purchases:					<u>0.00</u>	

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant In-Kind Match

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE
 Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:						<u>0.00</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:						<u>0.00</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Exhibit G - Grant In-Kind Match

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):						<u>0.00</u>

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (Out-of-State):						<u>0.00</u>

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Supplies:						<u>0.00</u>

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Operating Costs:						<u>0.00</u>

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component
Total Contractual Services:						<u>0.00</u>

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Minor Equipment:						<u>0.00</u>

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Capital Purchases:						<u>0.00</u>

Exhibit G - Grant In-Kind Match

Total In-Kind Match:

Check: 0.00 0.00

Additional In-Kind Match	Total Amount	Fee Amount & Source	Additional Sources
Prevention			
Enforcement			
Screening			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

GRANTEE: _____ Report Period: _____

COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED

ENFORCEMENT ACTIVITIES: Underage Enforcement Checkpoint Directed Patrol
Other _____

Agency:		Date Activity Conducted:	Number of Officers	
Location of Activity:		Start Time:	End Time:	Additional Funds Used For Activity
# DWI Arrests		# Under 21 Possession Citations:		
# Other Arrests		# Open Container Citations		
# Written Warnings		# Other Citations		Source(s):
				Total Amount: \$

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals		0.00		\$ -

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 14, 2021

VIA EMAIL

The Honorable Commissioner Ryan Schwebach
Torrance County Commission Chair
PO Box 48
Estancia, NM 87016

Through Tracey Master, DWI Coordinator

Dear Commissioner Schwebach:

Attached is the DWI Grant Council approved distribution budget, Exhibit C, for project #22-D-D-31 in the amount of \$96,787.00. Please be aware that the actual distribution amount may vary from the approved budget, which is an estimated amount. As the fiscal agent, Torrance County (County) through Tracey Master, DWI Coordinator, is responsible for monitoring the funds. The County will also be responsible for any funds spent in excess of the actual distribution at the end of the fiscal year.

Please read carefully the attached *Statement of Assurances* that you signed and submitted with your application. **Our processing of quarterly distribution funds is dependent upon your compliance with these assurances.** Failure to do so may result in sanctions, including, but not limited to the holding of distribution funds.

Attached are copies of the required quarterly report documents, Exhibits B, F, G, and I.

If you have any questions or require additional information, please feel free to contact Stephen Martinez, LDWI Program Manager, at (505) 470-7980.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, DWI Bureau Chief
Local Government Division

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program

Fiscal Year 2022: July 1, 2021 – June 30, 2022

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 10th 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.

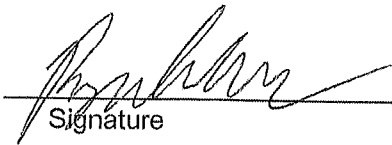
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other 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

County Commission Chairperson (or Designee) (Please Print)


Signature

12/9/2020

Date

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report from NOBLE	<input type="checkbox"/> Review Managerial Data Set (MDS) Quarterly Report
<input type="checkbox"/> Complete, Review & Attach Database Screening & Tracking Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Screening & Tracking Quarterly Report
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**Local DWI Distribution Program
Revenue/Expenditure Summary**

Program Name
Torrance County

Distribution No.: 22-D-D-31

Total Distribution
\$96,787.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Distribution	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Distribution	96,787.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees					
County	10,000.00				
City		PROGRAM			
Judicial/Courts		Personnel Services	31,002.00	10,000.00	41,002.00
Other (list):		Employee Benefits	5,200.00	0.00	5,200.00
		Travel (In-State)	450.00	0.00	450.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	1,350.00	0.00	1,350.00
		Operating Costs	12,585.00	0.00	12,585.00
		Contractual Services	46,200.00	0.00	46,200.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	106,787.00	TOTAL EXPENDITURES	96,787.00	10,000.00	106,787.00

* Administrative is allowed only as In-Kind Match

**Capital purchases must have prior approval from DFA/LDWI.

*** In-Kind Match must be at least 10% of total expended Distribution

10%= 9,678.70

Distribution Revenue/Expenditure Summary by Component C(1)

Distribution:

	<u>Budget</u>
Prevention	36,285.00
Enforcement	7,000.00
Screening	0.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	800.00
Coor, Plan & Eval	42,402.00
Alternative Sentencing	10,300.00
Totals:	<u>96,787.00</u>
ck	96,787.00

Torrance County PO Box 318 Estancia, NM 87016 505-705-0332 22-D-D-31
--

In-Kind Match:

	<u>Budget</u>		
Prevention	0.00		
Enforcement	0.00		
Screening	0.00		
Treatment: Outpatient/Jailbased	0.00		
Compliance Monitoring/Tracking	10,000.00		
Coor, Plan & Eval	0.00		
Alternative Sentencing	0.00		
Totals:	<u>10,000.00</u>	ck	10,000.00

Tot. Bud. Exp.: 106,787.00 ck 106,787.00



**Local DWI Distribution Program
Financial Status Report**

Exhibit F

Financial Status Report No.: 1

I. A. Program Name: Torrance County B. Address: PO Box 318 Estancia, NM 87016 C. Telephone No.: 505-705-0332 D. Distribution No.: 22-D-D-31		II. Distribution Received: A. September: 0.00 B. December: 0.00 C. March: 0.00 D. June: 0.00 E. Total Year To Date: 0.00		III. Distribution Balance: A. Distribution Year To Date: \$0.00 B. Expenditures Year To Date: \$0.00 C. Expenditures This Quarter: \$0.00 D. Distribution Balance: \$0.00 IV. Report Period Ending: 30-Sep-21					
Budget Line Items	Distribution				In-Kind Match				
	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	
ADMINISTRATIVE									
Personnel Services					0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits					0.00	0.00	0.00	0.00	Empl. Ben.
PROGRAM									
Personnel Services	31,002.00	0.00	31,002.00	0.00	10,000.00	0.00	10,000.00	0.00	Per. Serv.
Employee Benefits	5,200.00	0.00	5,200.00	0.00	0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	450.00	0.00	450.00	0.00	0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel Out
Supplies	1,350.00	0.00	1,350.00	0.00	0.00	0.00	0.00	0.00	Supplies
Operating Costs	12,585.00	0.00	12,585.00	0.00	0.00	0.00	0.00	0.00	Operating
Contractual Services	46,200.00	0.00	46,200.00	0.00	0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Cap Purch
TOTALS	96,787.00	0.00	96,787.00	0.00	10,000.00	0.00	10,000.00	0.00	

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Program Fiscal Officer (Printed Name and Title)

Program Representative (Printed Name and Title)

Program Fiscal Officer (Signature) Date

Program Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI DISTRIBUTION PROGRAM
Distribution Program Financial Status Report
Breakdown By Component

Exhibit F (1)
0

Program: Torrance County
 Dist. No.: 22-D-D-31
 Report No. 1

Total Distribution Reported This Quarter 0.00
 Total In-Kind Match This Quarter 0.00
 Total Expenditures Reported This Quarter 0.00

Distribution:

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	36,285.00		36,285.00	0.00
Enforcement	7,000.00		7,000.00	0.00
Screening	0.00		0.00	0.00
Treatment: Outpatient/Jailbased	0.00		0.00	0.00
Compliance Monitoring/Tracking	800.00		800.00	0.00
Coor, Plan & Eval	42,402.00		42,402.00	0.00
Alternative Sentencing	10,300.00		10,300.00	0.00
Totals:	96,787.00	0.00	96,787.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind/Match</u>
Prevention	0.00		0.00	0.00	
Enforcement	0.00		0.00	0.00	
Screening	0.00		0.00	0.00	
Treatment: Outpatient/Jailbased	0.00		0.00	0.00	
Compliance Monitoring/Tracking	10,000.00		10,000.00	0.00	
Coor, Plan & Eval	0.00		0.00	0.00	
Alternative Sentencing	0.00		0.00	0.00	
Totals:	10,000.00	0.00	10,000.00	0.00	0.00

Total Expenditures This Period	<u>0.00</u>	↔	Checks:
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>
Total Additional In-Kind Match Year to Date:	<u>0.00</u>		

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

 Program Representative (Signature)

 Title

 Date

Exhibit G - Distribution

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
 Distribution No.: _____
 Quarter Report No.: _____

Total Distribution This Quarter: 0.00
 Total In-Kind Match This Quarter: 0.00
 Total Expenditures Reported This Quarter: 0.00

Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component
Total Personnel Services:					<u>0.00</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):						<u>0.00</u>

Exhibit G - Distribution

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Supplies:						<u>0.00</u>

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Exhibit G - Distribution

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Capital Purchases:						<u>0.00</u>

Total Distribution Expenditures for the Quarter: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Program Representative (Signature)

Title

Date

Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0 _____
 Distribution No.: 0 _____
 Quarter Report No.: 0 _____

Total Distribution This Quarter: 0.00
 Total In-Kind Match This Quarter: 0.00
 Total Expenditures Reported This Quarter: 0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:						0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						0.00

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Personnel Services:						0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						0.00

Travel (In-State)

Exhibit G - Distribution In-Kind Match

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):						<u>0.00</u>

Travel (Out-of-State)						
<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Supplies:						<u>0.00</u>

Operating Costs						
<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services						
<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Capital Purchases						
<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Capital Purchases:						<u>0.00</u>

Total In-Kind Match:						<u>0.00</u>
						Check: 0.00

Exhibit G - Distribution In-Kind Match

<u>Additional In-Kind Match</u>	<u>Total Amount</u>	<u>Fee Amount & Source</u>	<u>Additional Sources</u>
Prevention			
Enforcement			
Screening			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			
Total	\$ -		

Screening Fees Collected Summary

	Amount of all screening fees collected this reporting period	Amount of all screening fees spent this reporting period
FY22 Beginning Fee Balance for Screening	\$ -	\$ -
\$	\$ -	\$ -

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Program Representative (Signature)

Title

Date

**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

GRANTEE: _____ Report Period: _____

COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED

ENFORCEMENT ACTIVITIES: Underage Enforcement Checkpoint Directed Patrol
Other _____

Agency:	Date Activity Conducted:	Number of Officers
Location of Activity:	Start Time:	End Time:

# DWI Arrests	# Under 21 Possession Citations:	Source(s):	Additional Funds Used For Activity
# Other Arrests	# Open Container Citations		
# Written Warnings	# Other Citations		
Total Amount:			\$ _____

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals		0.00		\$ -



*Agenda Item
No. 12-H*

(Application packet must include Application, Scope of Work and Memo of Agreement).

APPLICATION FOR CDWI FUNDS

Program Year applying for: July 1, 2021 - June 30, 2022

Project Number: _____ <small>(to be provided by TSD)</small>

Applicant Agency:	TORRANCE COUNTY DWI PREVENTION PROGRAM
Address:	PO BOX 48
City, State, Zip:	ESTANCIA, NM 87016
Phone Number:	505-705-0332
Fax Number:	505-384-5294
email address:	tmaster@tcnm.us
Project Director and Title:	DR. TRACEY MASTER, TORRANCE COUNTY DWI PREVENTION PROGRAM COORDINATOR

Government Unit:	TORRANCE COUNTY
Address:	PO BOX 48
City, State, Zip:	ESTANCIA, NM 87016
Phone Number:	505-544-4700
Fax Number:	505-384-5294
Authorizing Official and Title:	RYAN SCHWEBACH, TORRANCE COUNTY COMMISSION CHAIR

Check to be sent to (address):	TORRANCE COUNTY TREASURER
	PO BOX 318, ESTANCIA, NM 87016

Program Manager:	DR. TRACEY MASTER	
Phone:	505-705-0332	email: tmaster@tcnm.us

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services					\$0.00
Contractual Services					\$0.00
Commodities Budget		1,518.00			\$1,518.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$0.00	\$1,518.00	\$0.00	\$0.00	\$1,518.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$1,518.00

Approved Start Date: upon execution of the Project Agreement
End Date: 30-Jun-22

CERTIFICATION:

The application, reviewed and approved by the governing body of

TORRANCE COUNTY
(Applicant)

_____, 9-Jun-21, authorizes the applicant to file this application for assistance from the State of New Mexico.
(Date Reviewed)

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature: _____ **Date:** 9-Jun-21

Authorizing Official Signature: _____ **Date:** 9-Jun-21

SCOPE OF WORK

Agency Name: TORRANCE COUNTY DWI PREVENTION PROGRAM

Project Number 0

A. LOCAL PERFORMANCE GOAL:

As of June 1, 2021, the Torrance County DWI Prevention Program Coordinator has not been made aware of any alcohol-related traffic crashes in the current year. The number of current DWI arrests appears to be on pace to surpass the number of DWI arrests in 2020. This can likely be attributed to an increase of law enforcement activities, as well as an increase of alcohol consumption that began during the early days of the health restrictions associated with the Covid-19 pandemic.

The goal is to increase community knowledge of prevention efforts, by promoting the use of the Smart Choice designated driving service, once it is reestablished (hopefully in July 2021), as well as underage drinking prevention. With the upcoming implementation of the law permitting the recreational use of marijuana, the program will continue to focus efforts on the prevention of any type of chemically impaired driving.

B. OBJECTIVES: *Please be specific and descriptive*

As with each prior year, the main objective for FY2022 will be to continue increasing the awareness and use of not only the Torrance County Smart Choice Ride designated driving van, but the use of alternate means of transportation (friends, Lyft, Uber) instead of driving after the consumption of alcohol.

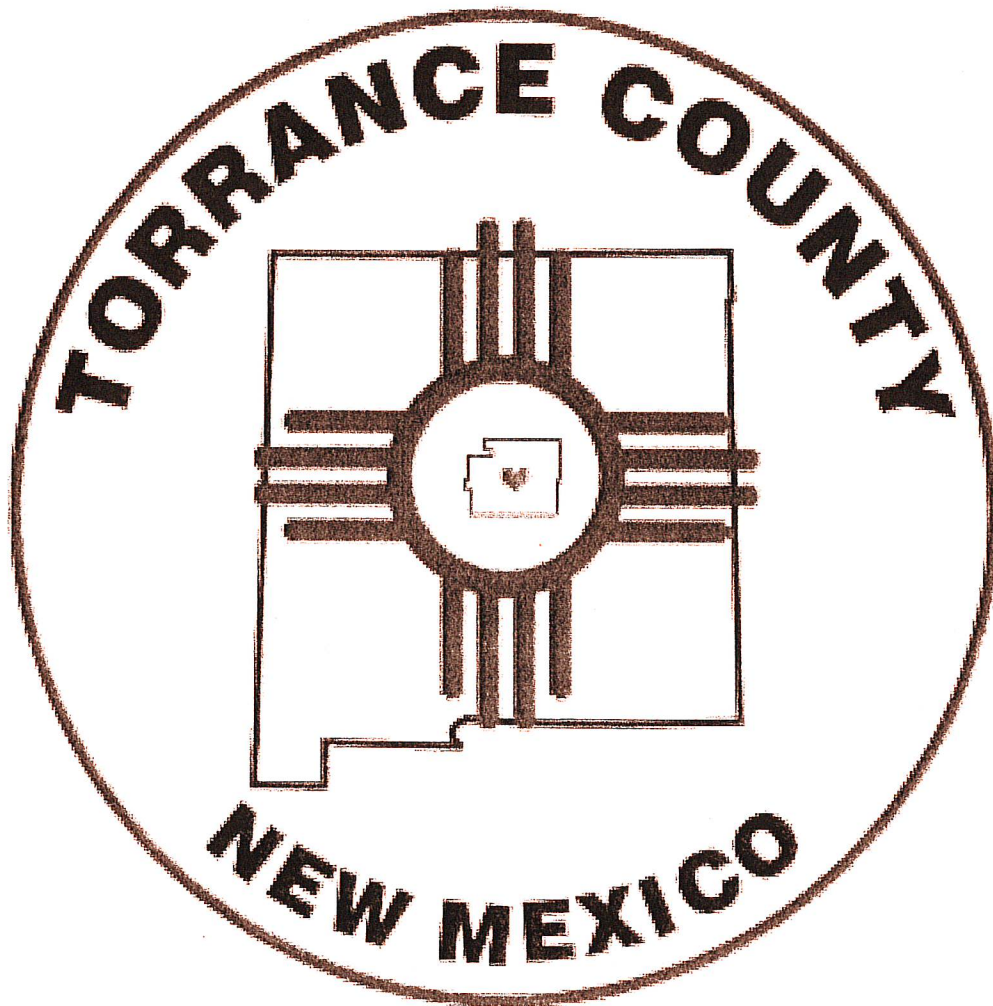
C. ACTIVITIES: *Please enter detailed information regarding your objectives. This information will be used to develop the agreement.*

1) The Torrance County DWI Prevention Program will purchase promotion items to distributed at community events, including the annual health fair (if we are not prohibited from having one, due to Covid-related health restrictions), and other local outreach events. The items will promote the prevention efforts of the Torrance County DWI Prevention Program and the Smart Choice Ride designated driving service, increasing community awareness of all prevention efforts in Torrance County and the Moriarty-Edgewood School District.

D. BUDGET BY CATEGORY:

Personal:	\$0.00
Contractual:	\$0.00
Commodities:	\$1,518.00
Other:	\$0.00

Total Agreement Amount: \$1,518.00
ATTACHMENT 1



*Agenda Item
No. 13-A*



Torrance County Board of Commissioners

Meeting 6/9/2021

Item

Department: Manager
Prepared By: Philip Tenorio
Reviewed by: Janice Barela

Title:

Discuss provisional plan to use portion of American Rescue Plan Act of 2021 toward EMWT projects, with the intent of providing sustainable water to Torrance County.

Sponsor:

Manager

Action:

Discuss American Rescue Plan Act of 2021

Summary:

The \$1.9 trillion package, based on President Biden's American Rescue Plan, is intended to combat the COVID-19 pandemic, including the public health and economic impacts. The eligible uses of the funds are as follows:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. **To make necessary investments in water**, sewer, or broadband infrastructure.

Significant Issues:

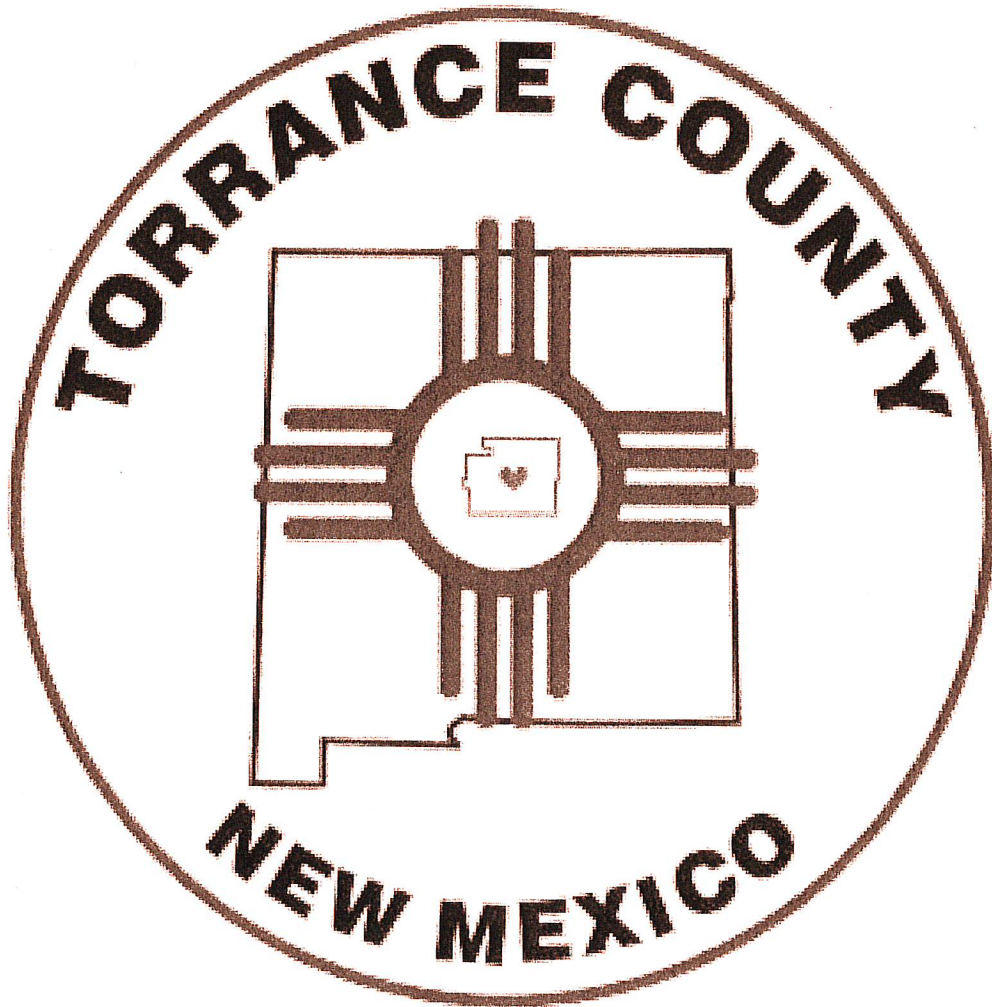
- The lowering water levels in the Estancia basin aquifer is a major issue affecting a large portion of the Torrance County residence.
- The water issues in Torrance County significantly affects future economic development of the County.
- EMWT Regional Water Association's mission is to supply safe water to the Estancia Valley by implementing a regional water distribution system – protecting groundwater resources and keeping the water in the Valley.
- The American Rescue Plan funding could potentially be used as a kickstart for EMWT to become established as a water authority. Once established as an actual water authority EMWT would have access to significant federal funds that can be utilized to expand and improve municipal water systems throughout the county.

Financial:

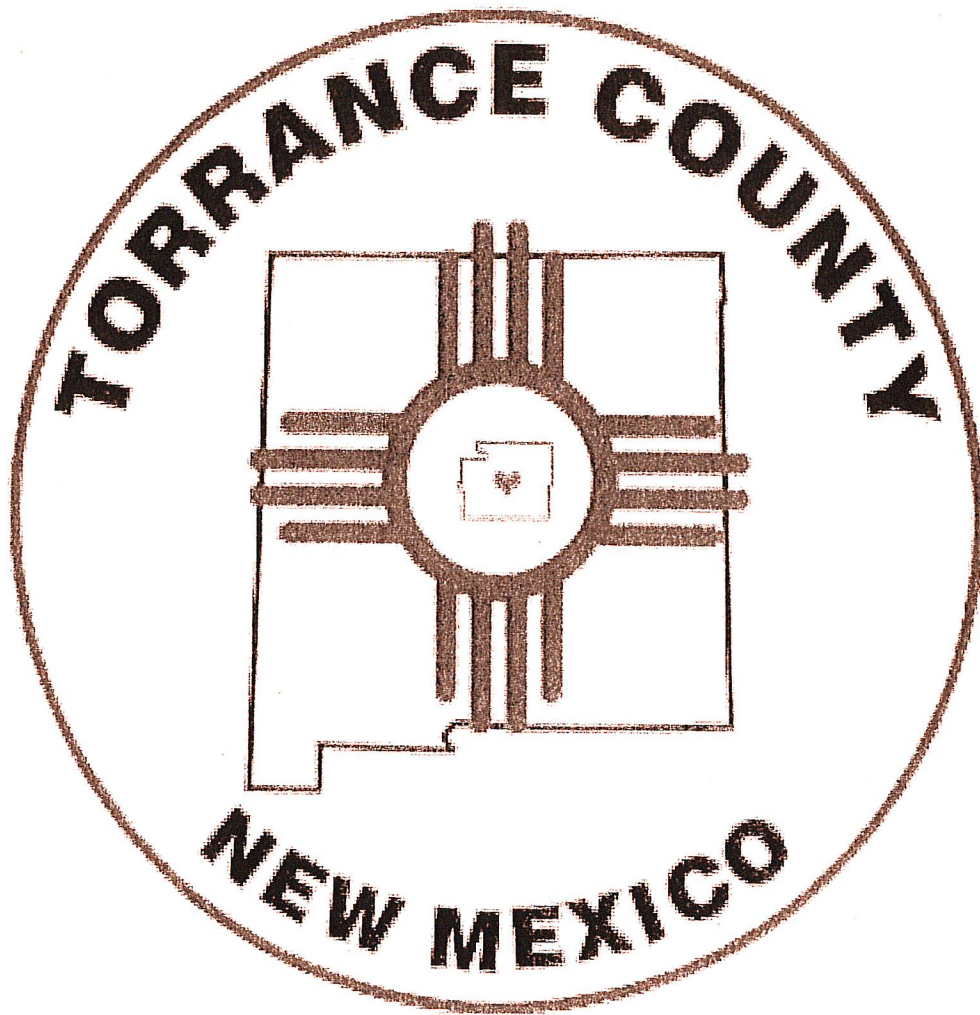
Torrance County is allotted at total of \$3,003,118 in two equal payments of \$1,501,559.
Based on EMWT's Master Plan, the total project cost is estimated in the range of \$95,496,080.

Staff Recommendation:

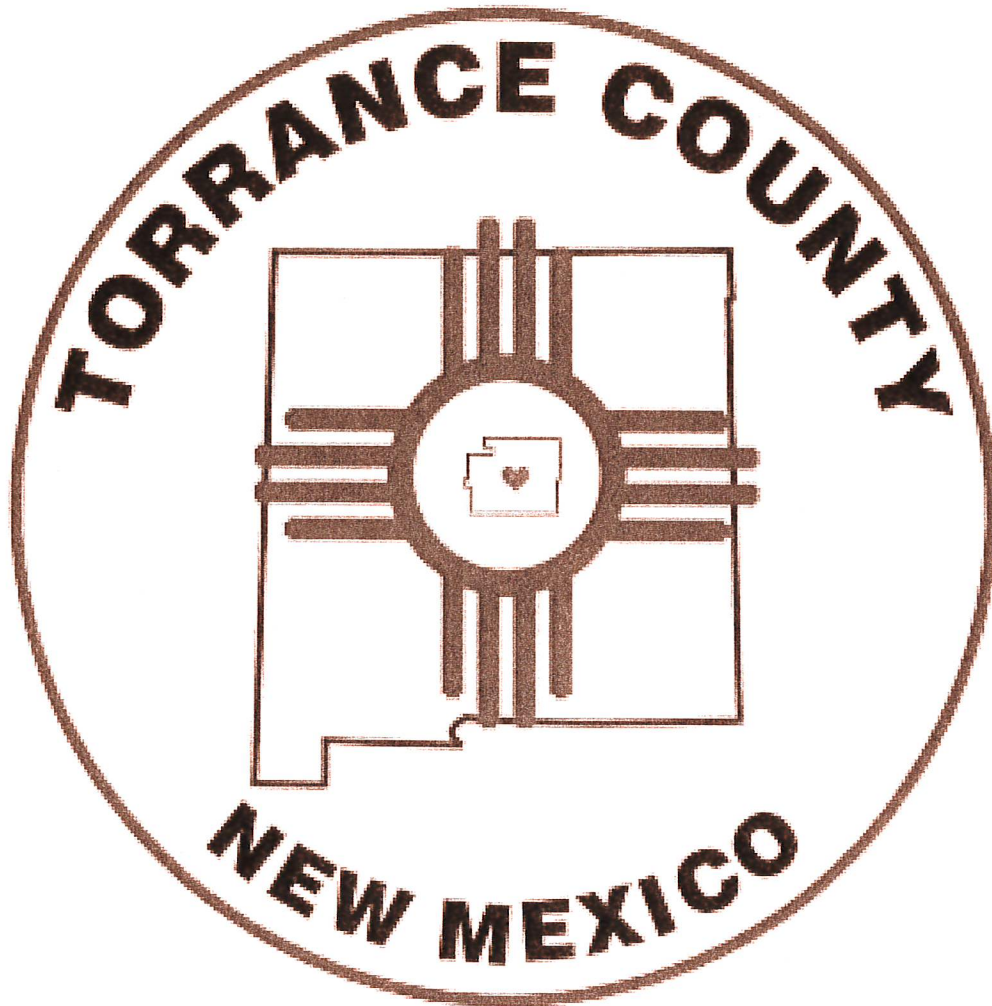
Gather information through open discussion and determine most fiscally responsible way to utilize the funding to gain the most impact for the Citizens of Torrance County.



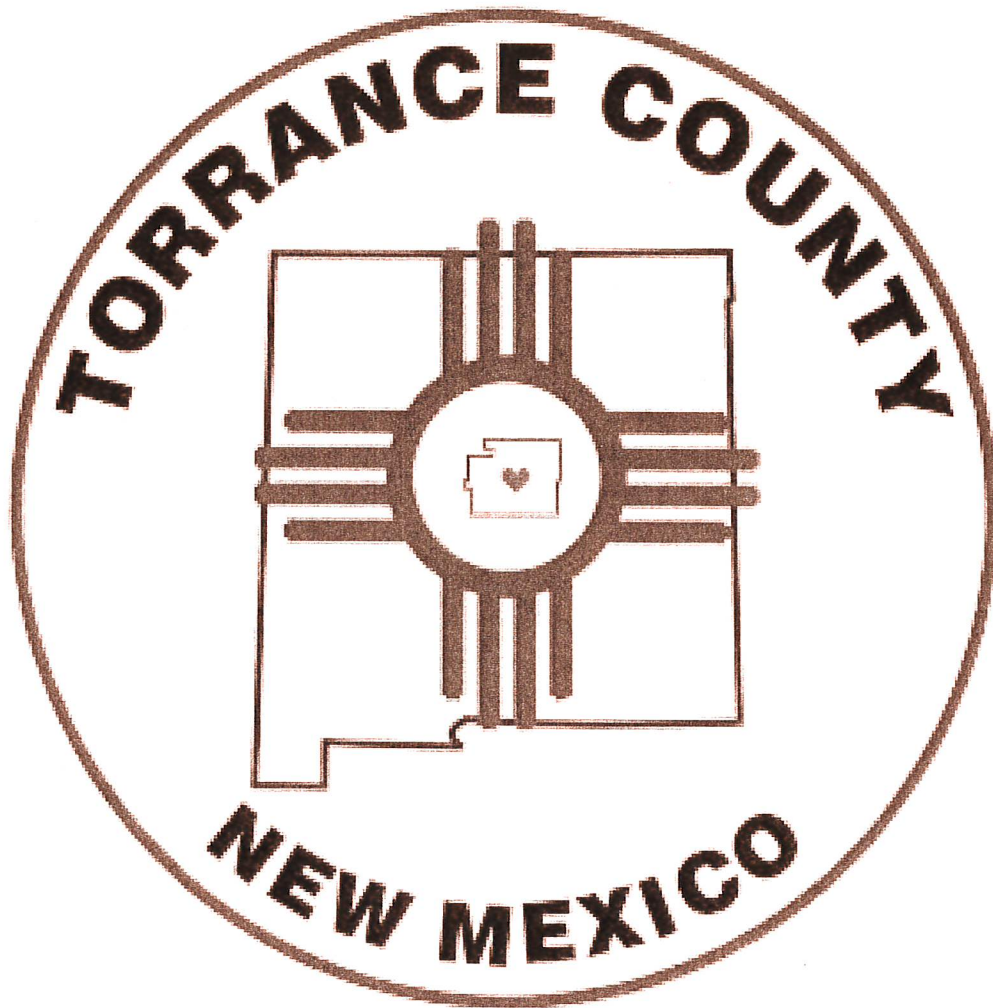
Agenda Item
No. 13-B



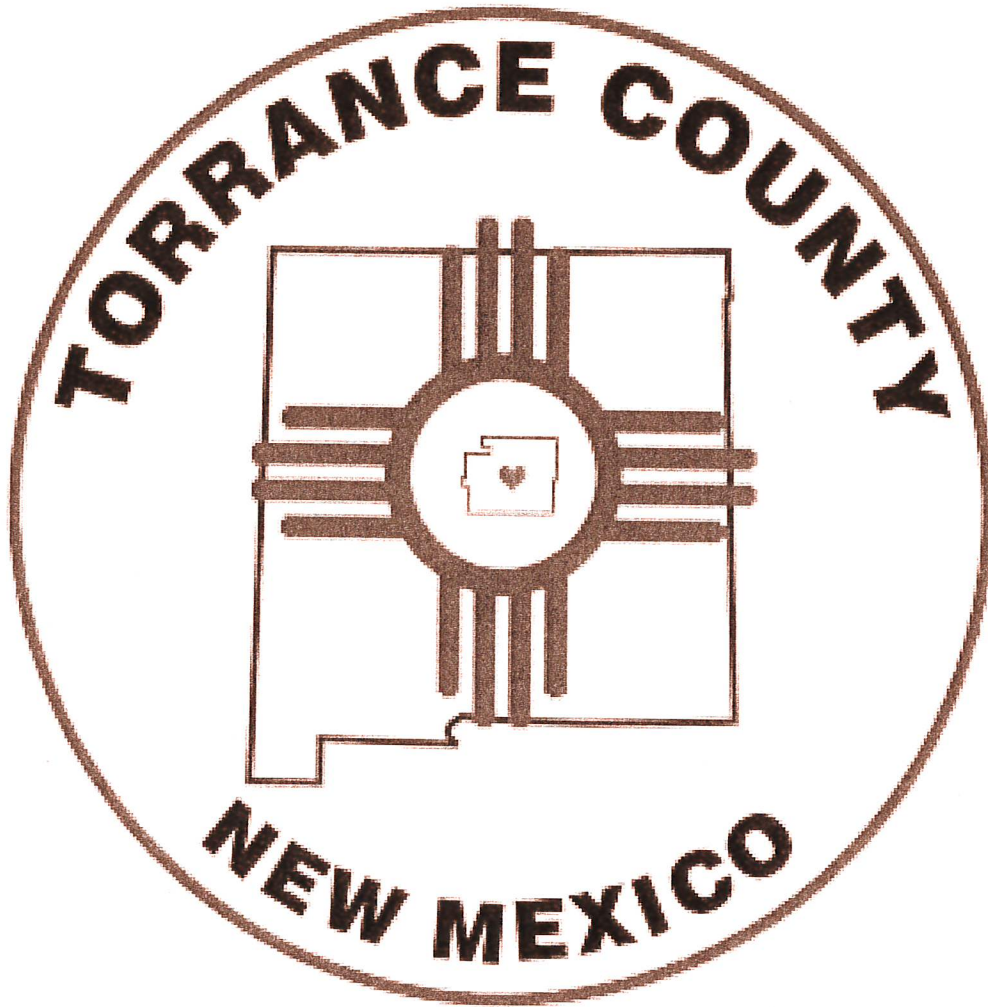
Agenda Item
No. 13-C



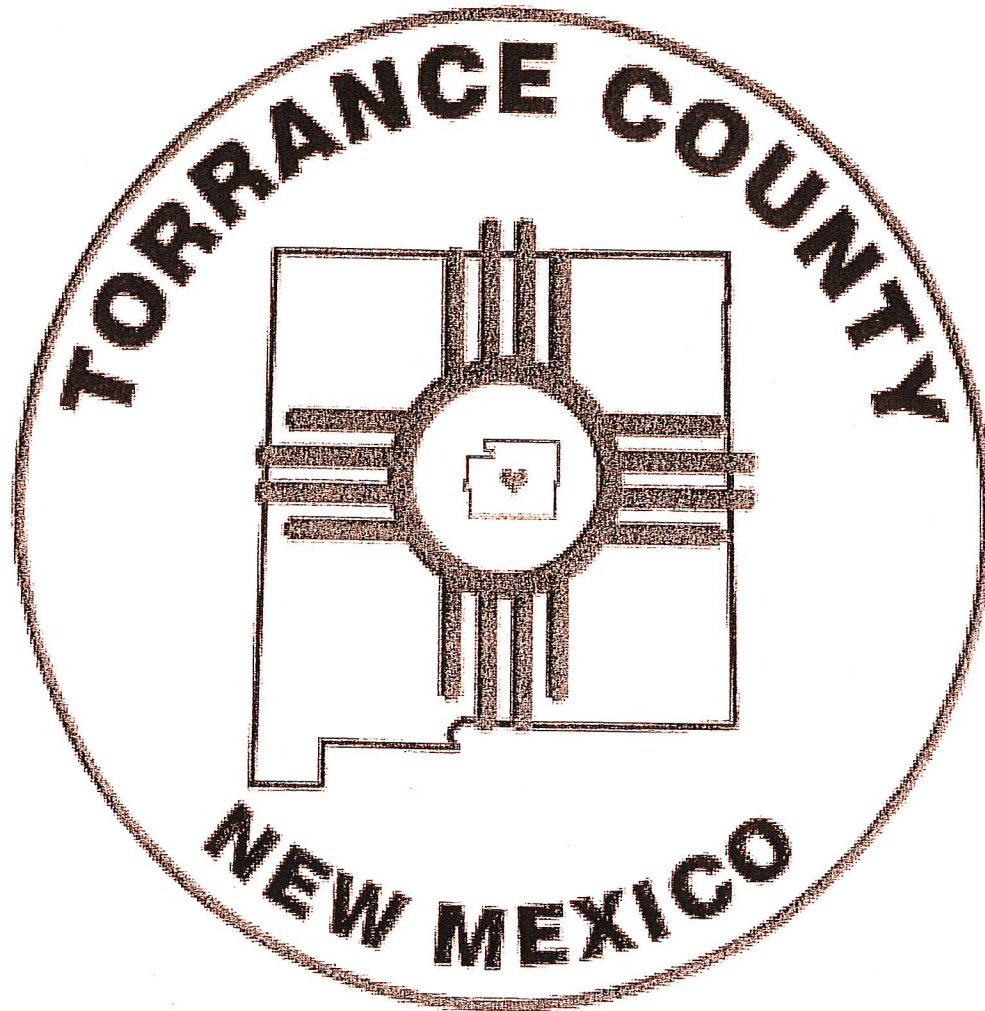
*Agenda Item
No. 13-D*



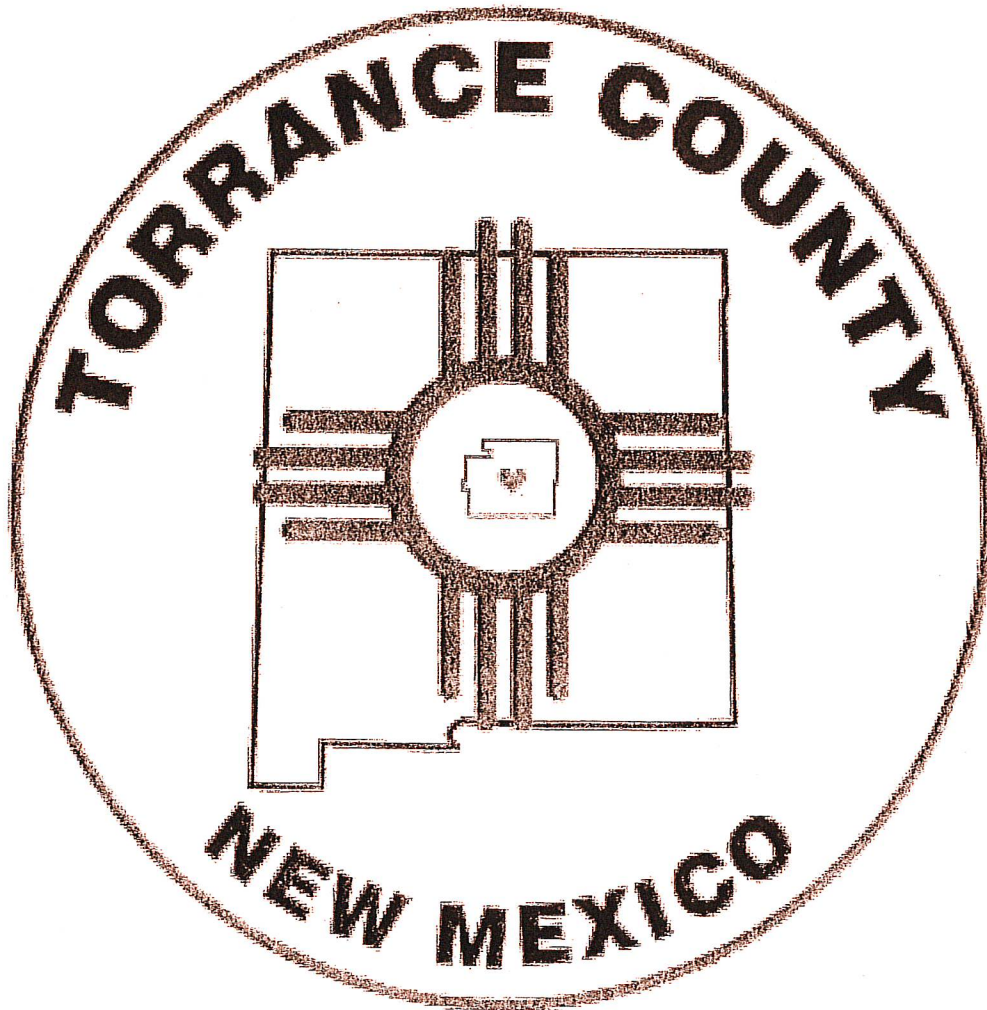
*Agenda Item
No. 13-E*



*Agenda Item
No. 14*



*Agenda Item
No. 15*



*Agenda Item
No. 16*



*Agenda Item
No. 17*