

**TORRANCE COUNTY**  
**COMMISSION MEETING**  
**July 27, 2022**  
**9:00 A.M.**

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



## *Torrance County*

BOARD OF COUNTY COMMISSIONERS (BCC)

**Ryan Schwebach**, Chair, District 2

**LeRoy M. Candelaria**, Vice Chair, District 3

**Kevin McCall**, Member, District 1

**Janice Y. Barela**, County Manager

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The meeting will be available via Zoom and the link may be found on the County's website [www.torrancecountynm.org/calendar](http://www.torrancecountynm.org/calendar). Click on the event to access Zoom Meeting information.

### ADMINISTRATIVE MEETING AGENDA

**WEDNESDAY, July 27, 2022 @ 9:00 AM**  
**205 S. Ninth Street, Estancia, NM 87016**

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to Order of Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
  - A. **DWI:** Recognition of Employee Service Year Pin: Tracey Masters (20)
6. **BOARD AND COMMITTEE APPOINTMENTS**
  - A. **MANAGER:** Motion to appoint Donald Goen as the Torrance County representative to the Estancia Basin Water Planning Committee in the government position vacated by former Planning and Zoning Director's retirement; term expires July 31, 2022.
  - B. **MANAGER:** Motion to reappoint Bill Larson as the Torrance County representative to the Estancia Basin Water Planning Committee in one of the two agriculture positions; current term expires July 31, 2022.
  - C. **MANAGER:** Motion to reappoint Rhonda King as the Torrance County representative to the Estancia Basin Water Planning Committee in the municipal/developer position; current term expires July 31, 2022.
7. **PUBLIC COMMENT and COMMUNICATIONS**

**8. APPROVAL OF MINUTES**

- A.** Motion to approve the June 22, 2022 Torrance County Commission Minutes. (Deferred from July 13, 2022)
- B.** Motion to approve the July 13, 2022 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. MANAGER:** Motion to approve Resolution 2022-\_\_\_\_, an Agreement with the State of New Mexico Department of Finance and Administration for Appropriation Project #22-G3048 to purchase and equip emergency services vehicle (ambulance) with award equaling \$382,236.

**B. FINANCE:** Motion to approve Resolution 2022-\_\_\_\_, a Resolution approving the FY 2021-2022 4<sup>th</sup> Quarter Report.

**C. FINANCE:** Motion to approve Resolution 2022-\_\_\_\_, a Resolution approving the FY 2022-2023 Final Budget.

**12. APPROVALS**

**A. MANAGER:** Motion approve submittal of Rural Primary Health Care Act (RPHCA) application to support Mountainair Family Health Center. (Angela Coburn, Presbyterian Medical Services)

**B. FIRE:** Discuss and possible approval for use of ARPA funding to drill a new well at the District 3 Main Station located at 757 Salt Missions Trail, McIntosh, NM 87035.

**C. FIRE:** Discuss and possible approval of wage increases for EMS Lieutenant positions based on review of Paramedic salary survey of comparable departments.

**D. FIRE:** Discuss and possible approval of request to change required certification for EMS Lieutenant positions from Paramedic to Intermediate or above.

**E. EMERGENCY MANAGEMENT:** Motion to approve Cities Readiness Initiative (CRI) Grant MOA# 23-665-300-24588 from New Mexico Department of Health.

**F. DOMESTIC VIOLENCE:** Motion to approve the ratification of FY 2023 Domestic Violence Program Grant Agreement from Children, Youth and Families Department Behavioral Health Services (CYFD BHS).

**G. GRANTS:** Motion to ratify acceptance of the Family Violence Prevention and Services Act American Rescue Plan Act (FVSPA-ARPA) COVID 19 funding for the Domestic Violence Program.

**H. SHERIFF:** Motion to ratify acceptance of the Bureau of Justice Assistance Small Rural Tribal Law Enforcement Agency Body Worn Camera Grant for \$8000 (requires matching funds of \$8000)

**13. DISCUSSION**

**A. ASSESSOR:** Annual Report to Commission.

**B. MANAGER:** Discussion regarding the Torrance County Park Project for submission of the Community Block Development Grant (CDBG). **Public Hearing**

**C. GRANTS:** Discussion and project identification for inclusion in the 2024-2028 Infrastructure Capital Improvement Plan (ICIP).

**D. GRANTS:** Discussion of the Torrance County Fairgrounds Rodeo Arena Project and possibly identify other projects for submission of the NM Regional Recreation Centers/Quality of Life Grant.

**E. MANAGER'S REPORT**

**F. COMMISSIONERS' REPORTS**

1) Commissioner McCall, District 1

a) Youth Center Committee

2) Commissioner Schwebach, District 2

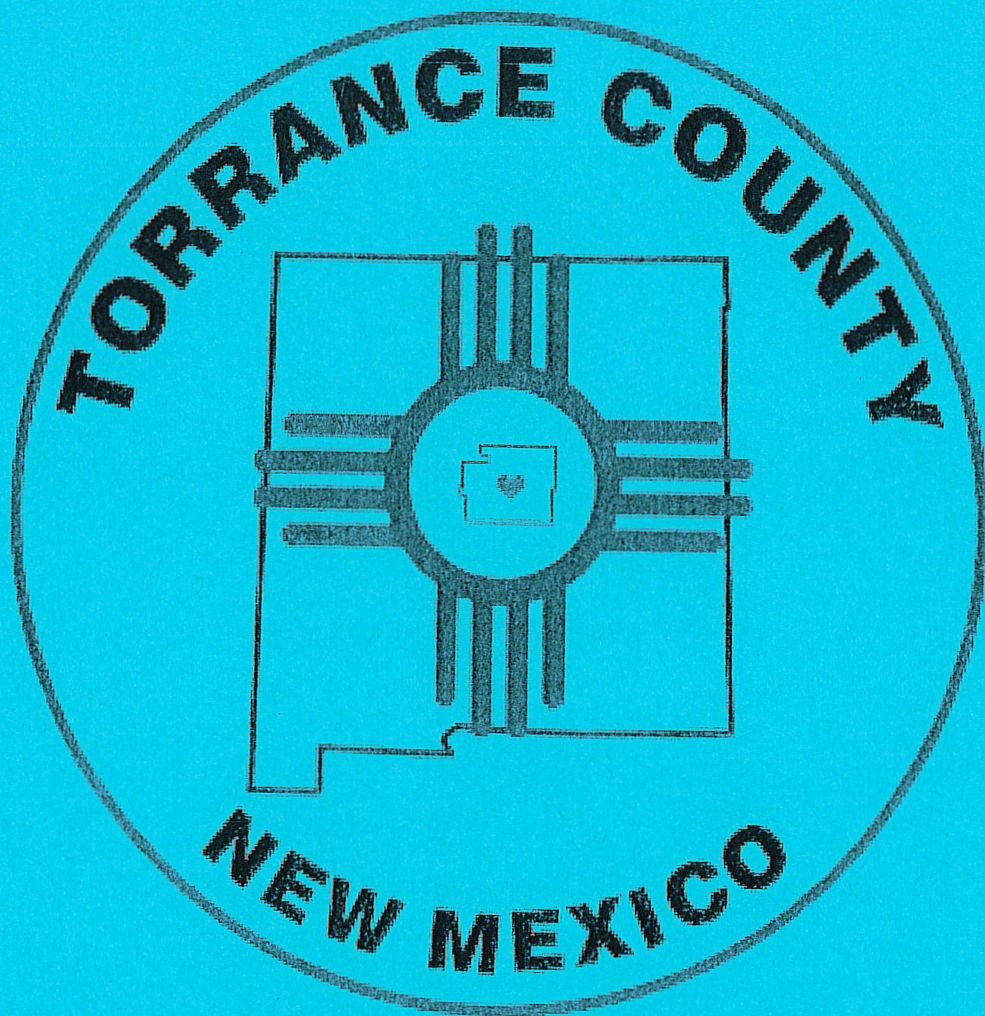
3) Commissioner Candelaria, District 3

**14. EXECUTIVE SESSION**

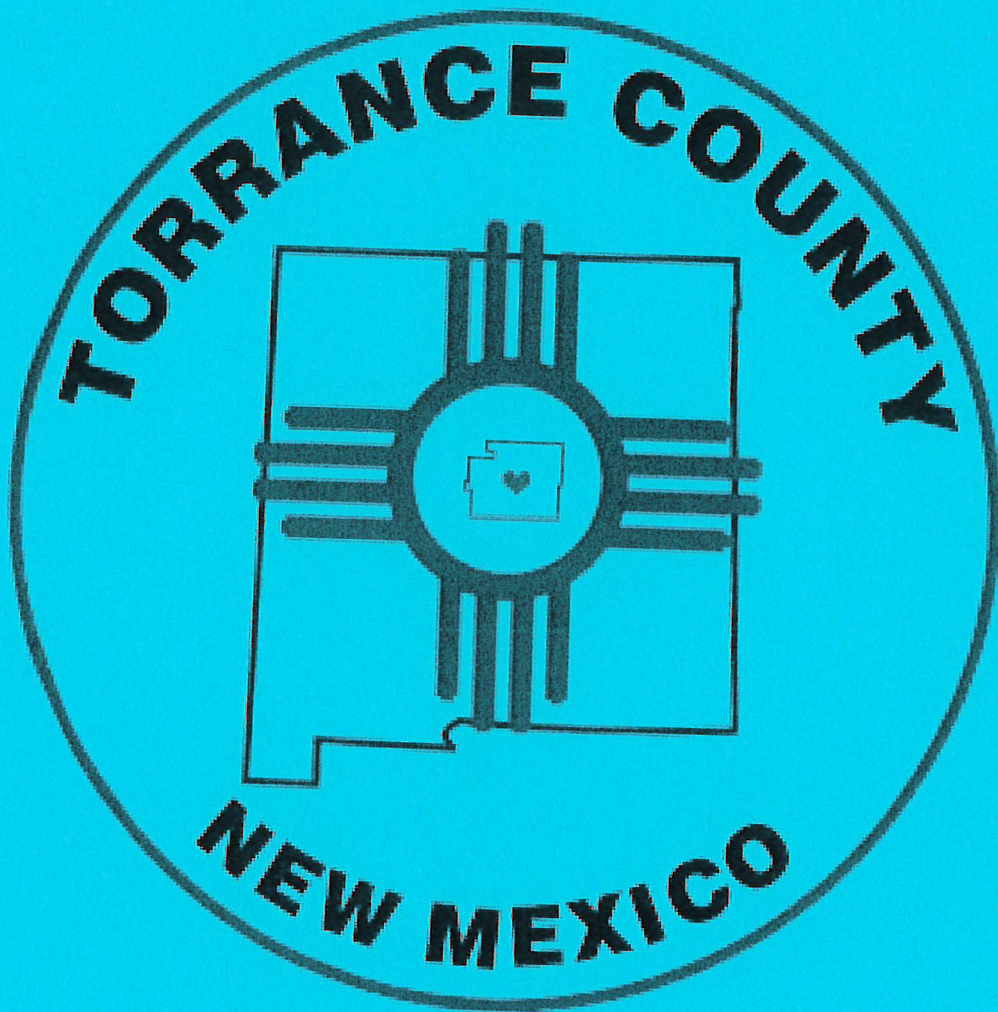
**15. Announcement of the next Board of County Commissioners Meeting: August 10, 2022**

**16. SIGNING OF OFFICIAL DOCUMENTS**

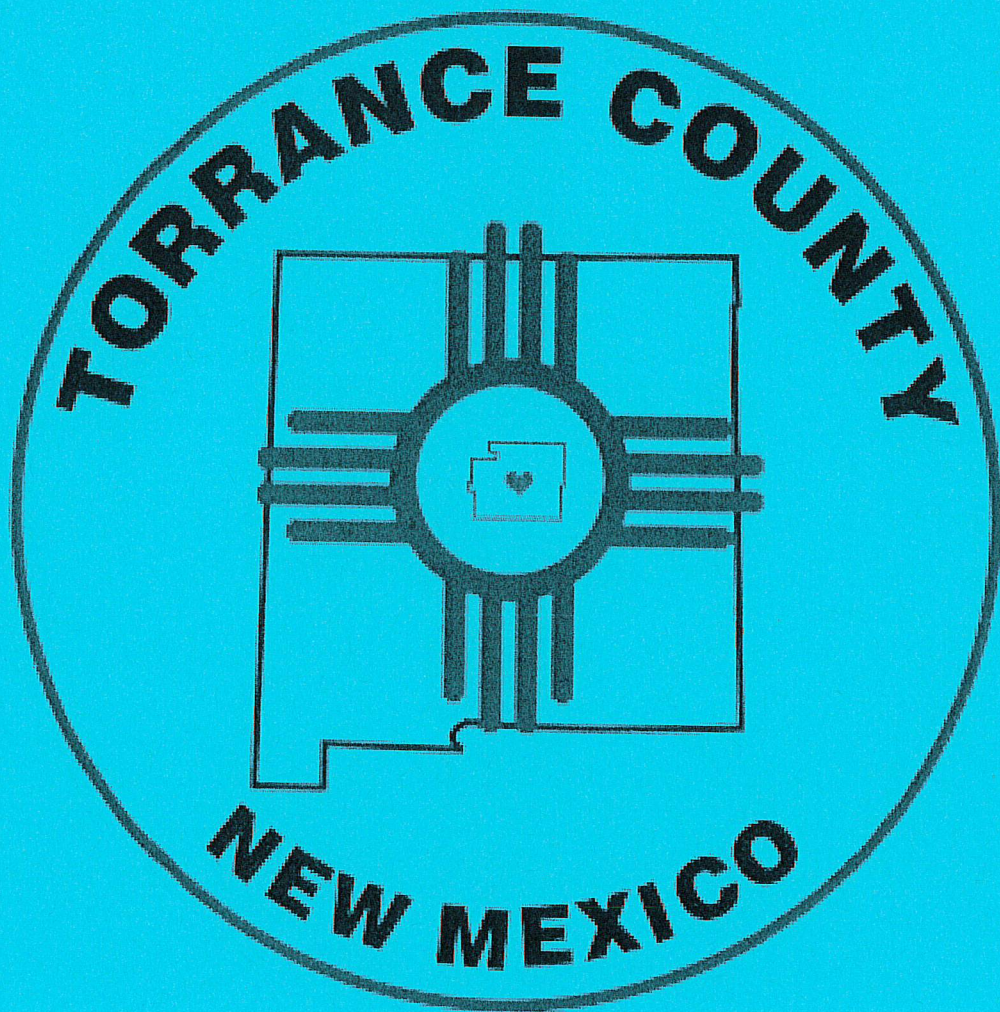
**17. ADJOURN**



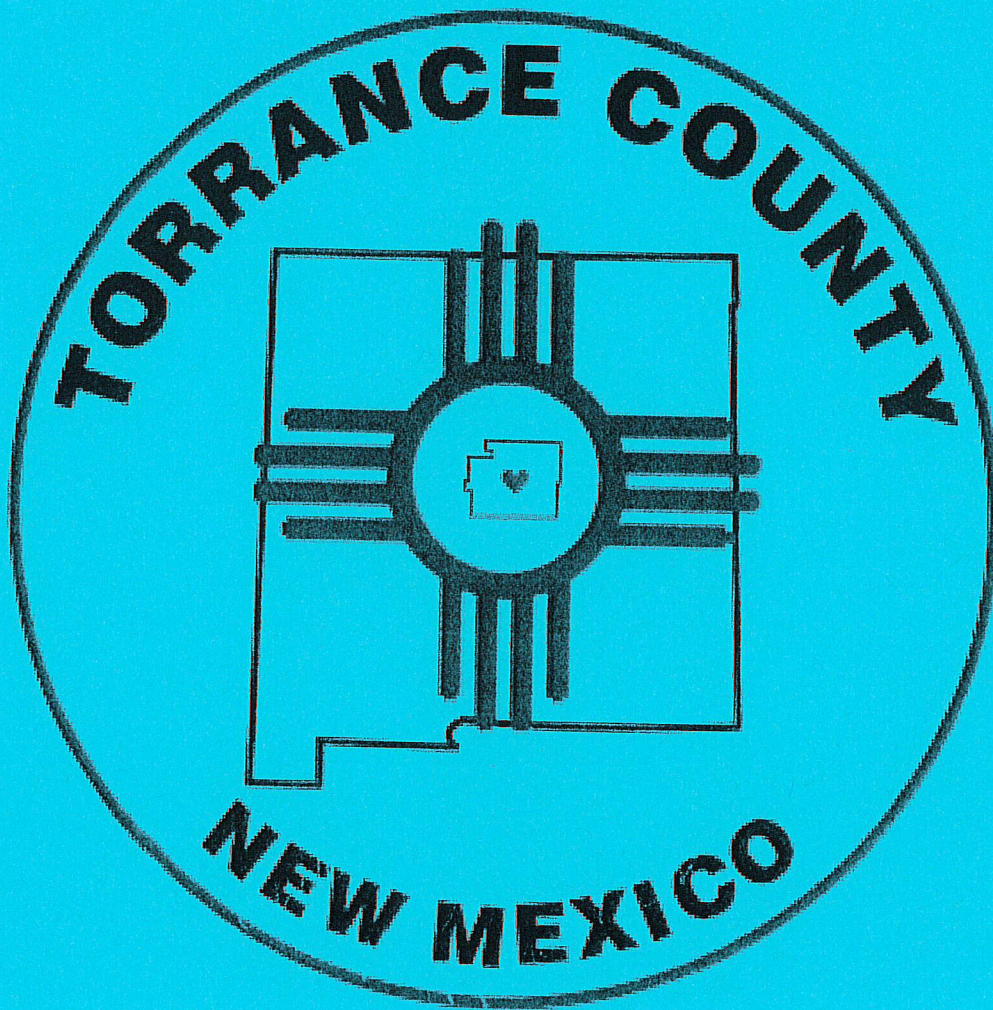
*Agenda Item  
No. 1*



*Agenda Item  
No. 2*

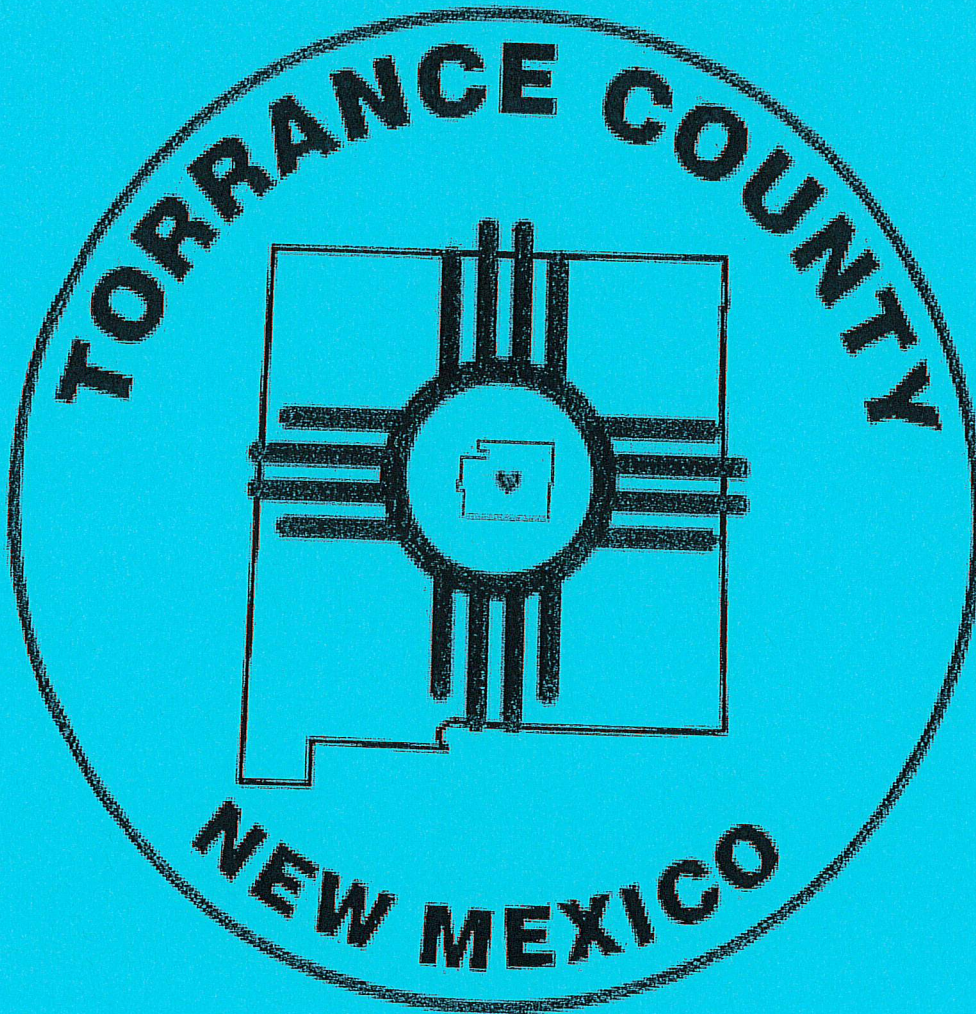


*Agenda Item  
No. 3*

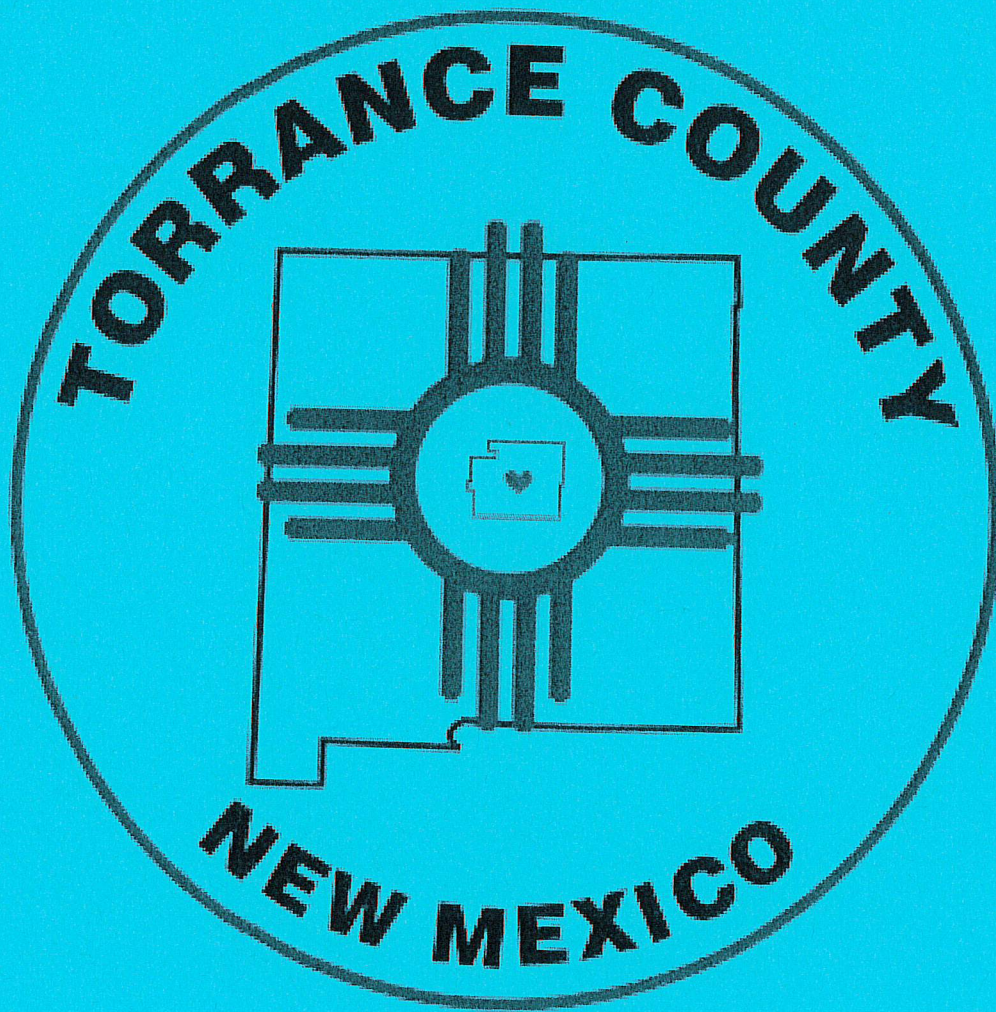


*Agenda Item  
No. 4*

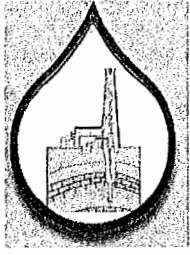




*Agenda Item*  
*No. 5-A*



*Agenda Item  
No. 6-A*



## *Estancia Basin Water Planning Committee*

*P.O. Box 58  
Estancia, NM 87016*

May 17, 2022

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

Re: Upcoming Vacancies on the Estancia Basin Water Planning Committee

Chairman Schwebach

Thank you for your past participation on the Estancia Basin Water Planning Committee and for Torrance County's continued interest and support of the committee's activities.

The Estancia Basin Water Planning Committee (EBWPC) was formed by a tri-county Memorandum of Understanding between Bernalillo County, Torrance County, and Santa Fe County. The EBWPC was established as a special-purpose, advisory planning committee to provide for the coordination of water planning activities affecting the Estancia Basin.

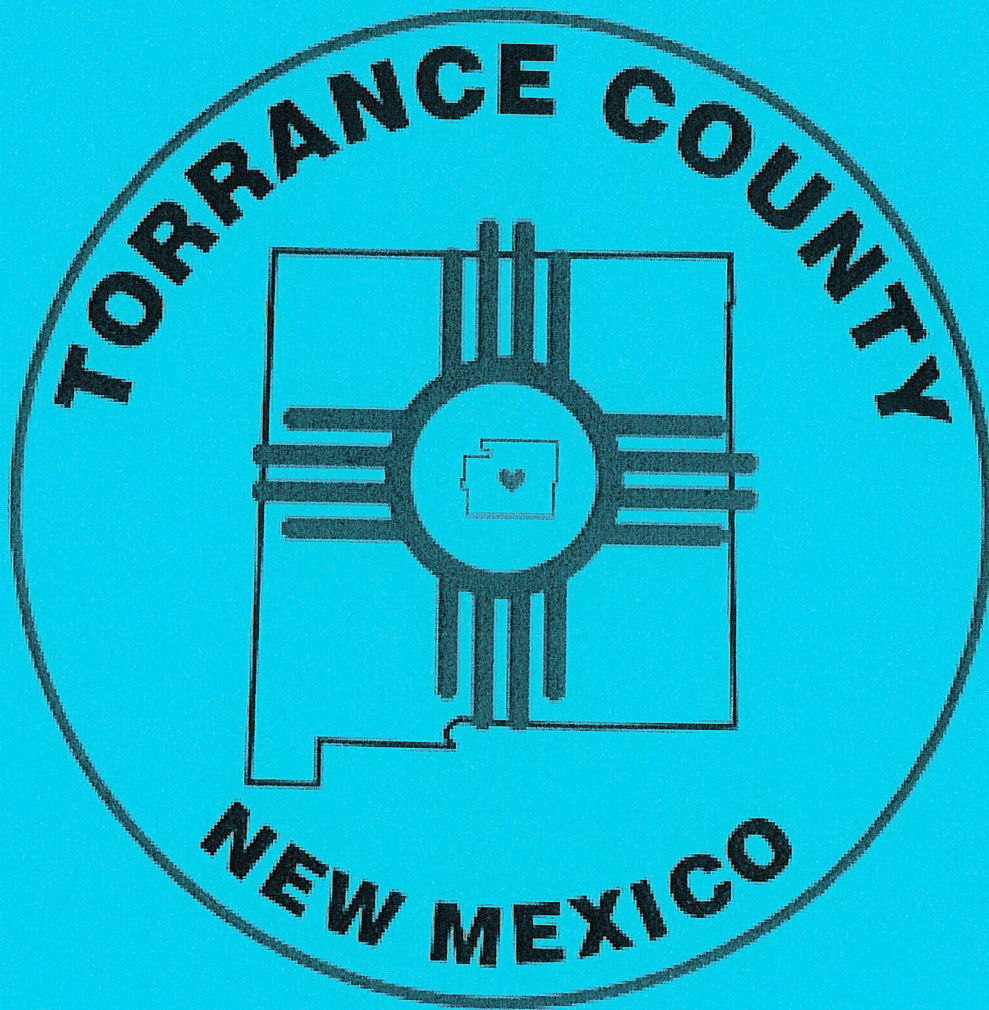
Through the founding MOU, Torrance County is allocated one governmental representative, one municipal/utility/developer representative, and two agricultural enterprise representatives. Members serve a renewable, three-year term. Unfortunately, all the county's positions are soon approaching the end of term for their appointments.

At the last regular committee meeting, the committee particularly noted that James Patcha had not been in attendance in some time and the EBWPC motioned and voted to declare that agricultural position vacant as provided in the committee's by-laws – that term expires in May 2023. The other agricultural position is held by Bill Larson, but his term is set to end in July 2022. Further, the municipal/developer position currently held by Rhonda King also expires in July 2022. Additionally, Steven Guetschow has retired from Torrance County government and a replacement for his position is also needed at this time, though I believe the County Manager is currently determining who will fill the remaining period of that term, which also ends in July 2022.

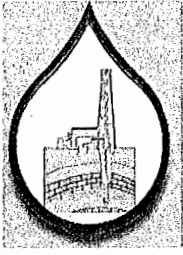
Thank you for attention to either reappointing the positions for renewed terms or for appoint new representatives for Torrance County as appropriate.

Sincerely

Daniel McGregor  
EBWPC Secretary-Treasurer



*Agenda Item  
No. 6-B*



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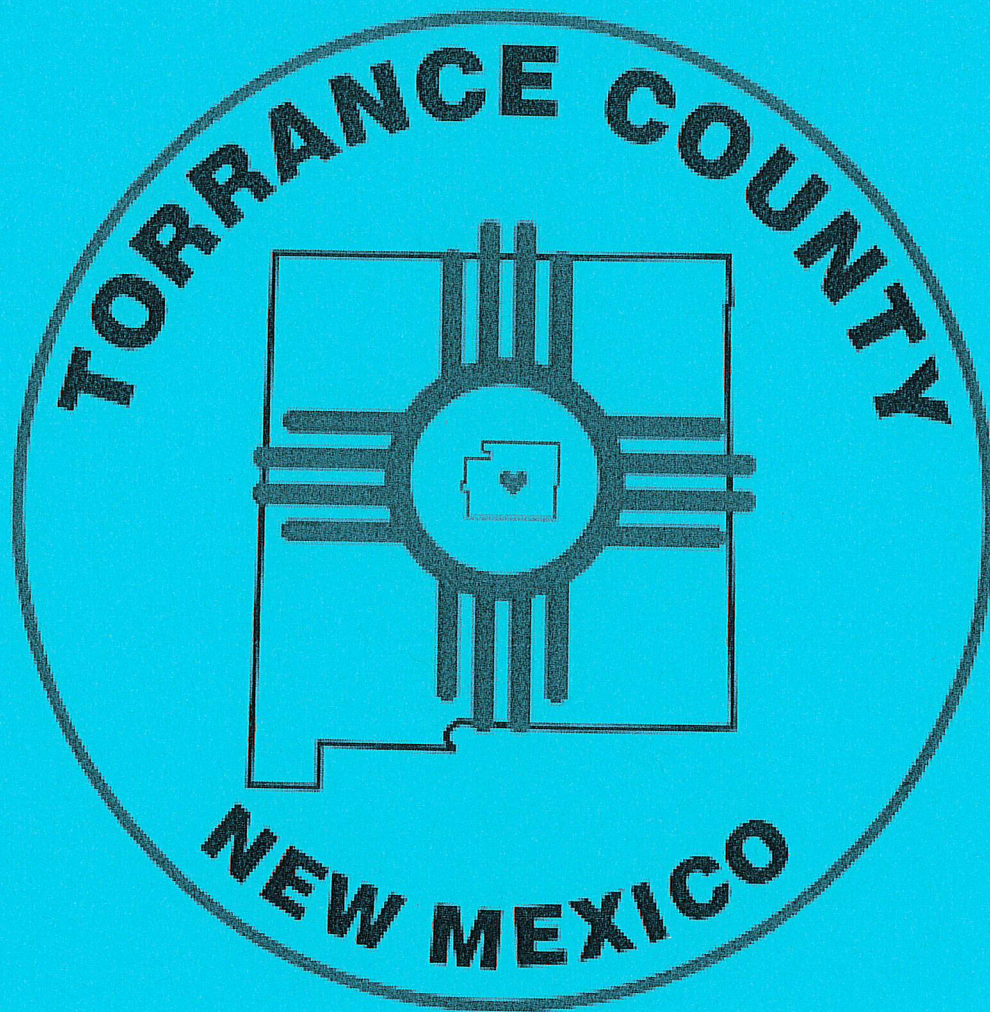
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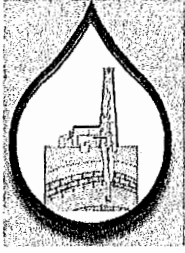
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Daniel McGregor  
EBWPC Secretary-Treasurer



*Agenda Item  
No. 6-C*



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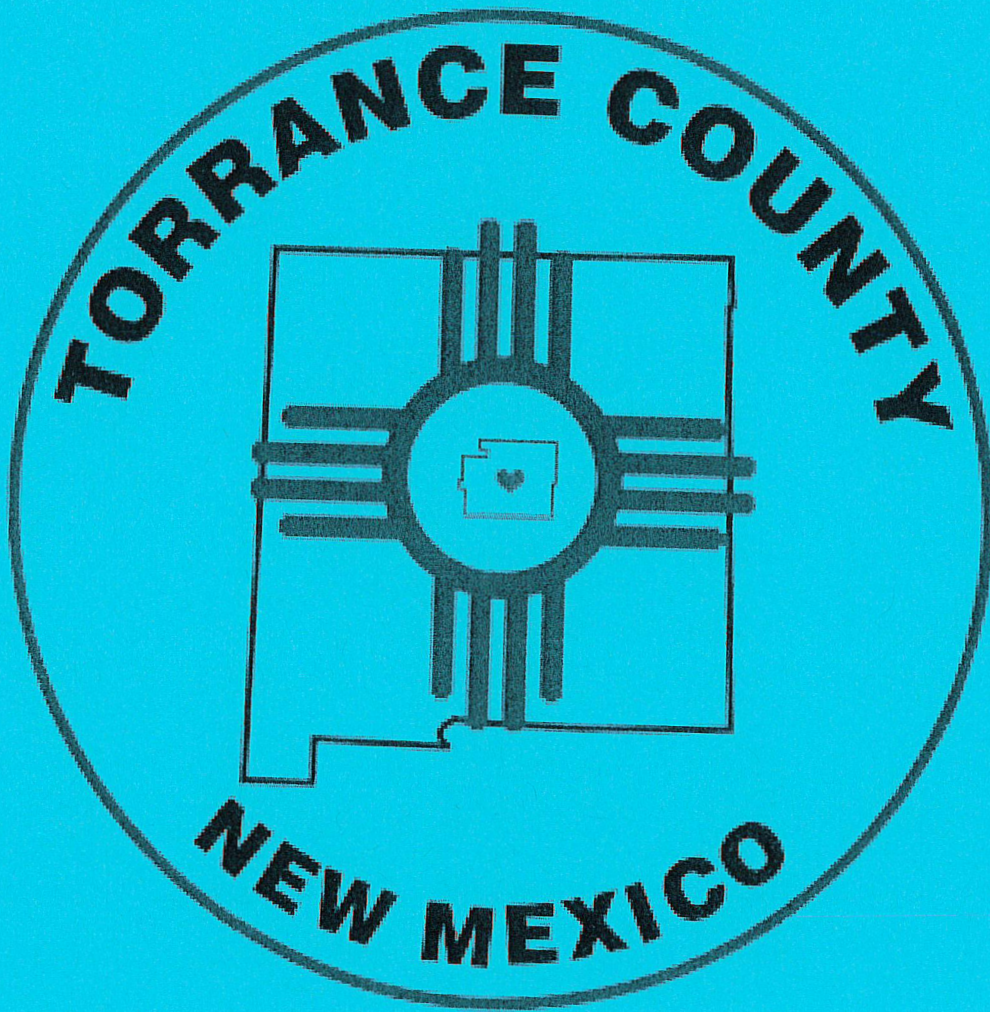
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Sincerely

Daniel McGregor  
EBWPC Secretary-Treasurer



*Agenda Item*  
*No. 7*





*Agenda Item  
No. 8-A*

**DRAFT**

**Torrance County Board of Commissioners**

**Regular Commission Meeting**

**WEDNESDAY, June 22, 2022 @ 9:00 AM**

**205 S. Ninth Street, Estancia, NM 87016**

**Commissioners Present: RYAN SCHWEBACH – CHAIR**

**LEROY CANDELARIA – VICE CHAIR**

**KEVIN McCALL – MEMBER**

**Other Present: JANICE BARELA – COUNTY MANAGER**

**JUAN TORRES – DEPUTY MANAGER**

**YVONNE OTERO – COUNTY CLERK**

**KEVIN PHAM – ADMINISTRATIVE ASSISTANT**

**1. Call to Order**

**Chairman Schwebach**; Calls the June 22, 2022, Regular Commission Meeting to order at 9:00AM.

**2. Invocation and Pledge of Allegiance**

**Pledge lead by: Chairman Schwebach**

**Invocation lead by: Vice Chair Candelaria**

**3. Changes to the Agenda**

**County Manager Janice Barela:** Request for item 12-A, 12-H, and 12-I to be moved up.

**Chairman Schwebach:** Let's move them in between item 10 and 11.

4. **PROCLAMATIONS- NONE**

5. **CERTIFICATES AND AWARDS**

A. **Employee of the Second Quarter:** Deminica Garcia

**County Manager Janice Barela:** Nomination for employee of the quarter is brought forth by our employees or staff. It is based on what their performance was in the last quarter. Who has gone above and beyond their regular job descriptions. Deminica Garcia was nominated. I would like to read what some of nomination said. Every single day Deminica maintain excellent customers service and a high level of professionalism, as she handled IPRA request, and as she deals with staff and the public. She's meticulous in her work and is vigilant in her effort to ensure that the public gain rightful access to public records. She's not shaken when faced with challenges, instead she works confidently with integrity trough all challenges. Deminica always has a polite attitude and is a pleasure to work with every day. She is very deserving in receiving the employee of the quarter award. Another nomination reads. I would like to nominate Deminica Garcia, she always has a great attitude while at work. With the amount of work and stress she faces with each day. It's amazing how she still maintains such a happy and professional demeanor. Deminica not does her job but offer to help others when they are in need. She steps up for me when I needed someone, and I greatly appreciate her for that. I believed she deserve this award because she is a team player and being a team player is what makes any business, company, or county stronger.

6. **BOARD AND COMMITTEE APPOINTMENTS**

A. **COMMISSION:** Motion to approve Danielle Johnston as Commissioner McCall's District 1 appointment to the Torrance County Planning and Zoning Board, whereby filling the vacancy created by Harlan Lawson's resignation.

**Commissioner McCall:** Danielle Johnston is one of those that every time we need, or we think we need a board member. My mine goes to Danielle, and Danielle I appreciate your willingness to serve on this board as my representative for Planning and Zoning and thank you for stepping up.

**Danielle Johnston:** My goal in serving on the board is to strengthen our county. To participate in the management. I love Torrance County, and I love the people in Torrance County. I will do my best to collaborate and to listen. I'll represent District 1 gracefully and represent the County. First of all, I am a member of Torrance County, and when we work together good things happen for everyone.

**Action Taken:**

**Chairman Schwebach:** Made a Motion for approval.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 voted yes, District 2 voted yes, District 3 voted yes. All Commissioners in favor. **MOTION CARRIED.**

7. **PUBLIC COMMENT and COMMUNICATIONS**

**County Manager Janice Barela:** Stated that we have 4 people signed up for public comments. First, we have Charlene Guffey.

**Charlene Guffey:** On behalf of the Indian Hills, Squaw Valley, Woodland Residential Subdivision. We would like to thank the Deputy County Manager Mr. Torres for taking steps to make the Torrance County parks a little safer. He went and looked at the park and took our concerns seriously. We would like to thank the Sheriff Department for patrolling the park, please continue to do this and more plans to keep the parks safer. I would also like to thank the County Clerk office ladies and gents for all the hard work they do. From records keeping to trustworthy voting process and protecting the history of this County. Last thing is about our waters. I encourage our County Manager Mrs. Barela to contact the State Engineers and partners to see if they would come to Torrance County, and inform the Commissioners, County Manager office, Planning and Zoning Department, and the Planning and Zoning Board, and all of Torrance County residents on information for domestic wells commercial wells waters right etc. More people are moving into our County and more businesses. I don't appose growth, but when the New Mexico State Engineer Department say our valley is sensitive that is an eye opener. The impact of our water systems is server. There is more drilling of domestic wells redrilling of commercial wells is causing other wells to go dry around them. Just in the Indian Hills, Squaw Valley, and Woodland area the New Mexico Water Service told me that they are red flagging. That system can't handle any more homes, but they must honor 30 plus homes that is already plotted. We in Torrance County needs to be good Stuarts to our water and our land. Just because we are finally getting good rain, but it doesn't replantation the feet of waters through the years of drought. Torrance County need an impact study from the State Engineer Department on how many more wells and commercial wells it can support. There should also be a change on how the commercial wells dump gallons and gallons of water onto the ground just to prove their rights. I know that commercial waters cannot be use for domestic use, but maybe use elsewhere.

**County Manager Janice Barela:** Next we have Fire Chief Don Dirk.

**Fire Chief Don Dirk:** We did manage to hit our deadline with our billing company. With Medicare, Medicaid, and Federal applications. We are going to finalize the applications today. As soon as we hear back from that, with all the fine tuning we have do for it. They will let us know when to start the billing process on how far back we can go. We did receive our new ambulance, and if anybody want to see it with the auto pulses after the meeting we will be out here. Hopefully at the end of this month or July we can get another one. We have some of our EMT here, our newest is Kyle Blazer, Felicia Mayhem, and Chris Sanchez. We have been super busy with a lot of med calls. We continue to have issues with Superior that we are working on.

We are hoping to get them out of here soon. We are still trying to hire a higher level of EMT. With the fireworks ban, I'm going to wait until next Wednesday or Thursday it's supposed to rain. If it's wet enough, we can lift the ban on fireworks. Until then I will keep the ban in place.

**Commissioner McCall:** Do you have any indication on how far back we can go for the billing?

**Fire Chief Don Dirk:** They are telling us anywhere from two to four months, March 1<sup>st</sup> possibly. We won't know for sure until they approve it.

**Commissioner McCall:** Do we need to take a more serious look at Superior contract?

**Fire Chief Don Dirk:** Yes, we do.

**Commissioner McCall:** Get with me on that, and we can have our attorney look at the contract.

**County Manager Janice Barela:** Next we have Destry Hunt.

**Destry Hunt:** On the last meeting we talked a lot about the voting machine and voting integrity. I thought it was pretty clear that we are most concerned about the machine. I was very surprised Commissioner Candelaria, to read your quote. Our County Clerk did an excellence job, and we didn't dispute. I don't think there is a vote that went wrong in any way. How would you know? You didn't let us look? Candelaria said later in a telephone interview. My personal opinion is that there are people still mad about the last Presidential Election. Let's worry about the next election and not take things personally. We were worrying about the next election.

**Vice Chair Candelaria:** I stand by what I said.

**Destry Hunt:** On that note. The only negative comment that was said that whole time about our County Clerk I made, I said I bothered that I've volunteer to participate in the election. She had told me once that she would use me, and I was told I was on standby. The concern I have there is because we have consolidated polling location as we split precinct, is because of lack of precinct workers. Why can't we reopen those polling locations when we have ample volunteers.

**County Manager Janice Barela:** Next we have Rob Wagner.

**Rob Wagner:** Reading a quote from Justice Robert H. Jackson. If there is any fix stars in our Constitutional Constellations. It is that no officials high or paid can prescribed, what shall be orthodox in politic. Nationalism, Religions, or any matters of opinion, or force citizens to confess by words or act in faith they're in. The right to speak and the right to referend from speaking are complimentary components of a broader concept of indivial state of mind, and quote. It's clear that the citizens of this great nation regardless of our station we can not be compiled to voice when we don't believe. Therefore, I feel the most important force from Friday s' meeting is of from Ryan and Kevin. Mr. Schwebach said. I'm sorry this is how you feel today in the decision I am forced to make. Follow by McCall saying, just as we are elected. Those who are forcing us are elected. Casting your vote is a protective act nobody can force you to go against what you believed. Unless they have controlled over you, unless you fear them.

**County Manager Janice Barela:** Next we have Tracey Master.

**Tracey Master DWI Prevention Program Coordinator:** Just an update on a few events that occur recently. Last week we hosted services appreciation day in Moriarty. It was the first of its kind and we have over 400 participants. We have representative from Torrance County Sheriff, Edgewood PD, Moriarty PD, and Estancia PD showed up. There were so many different groups that participated. We are continuing to host online BINGO, as well as in person events at both Moriarty and Estancia. We will host an event of the 4<sup>th</sup> of July at 4PM at the Moriarty Lions Club. These events are all free to the public, and we provide donated prizes. Yesterday I was able to train 13 new youth members of the UNM. This Friday evening from 7PM until midnight the Danny Duran band will be playing at lake Arthur Park. Earlier this week we also participated in the Edgewood PD Junior Police Academy. I want to publicly thank the Torrance County Sheriff Department and Estancia Valley Youth and Family Development.

**County Manager Janice Barela:** Stated that's all we have for Public Comments.

## 8. APPROVAL OF MINUTES

A. **CLERK:** Motion to approve the May 25, 2022, Torrance County Commission Meeting Minutes. (Deferred from June 8, 2022)

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve the May 25, 2022, Torrance County Commission Meeting Minutes. (Deferred from June 8, 2022)

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

B. **CLERK:** Motion to approve the June 8, 2022, Torrance County Commission Meeting Minutes.

**Action Taken:**

**Chairman Schwebach:** Made a motion to approve the June 8, 2022, Torrance County Commission Meeting Minutes.

**County Manager Janice Barela:** My apology for the interruption these are prepared and ready to be reviewed or approval for today.

**Chairman Schwebach:** I will retract my motion. It will be deferred onto the next meeting.

The Regular Commission Meeting for June 8<sup>th</sup>, 2022, was not approve.

## 9. APPROVAL OF CONSENT AGENDA

A. **FINANCE:** Motion to approve payables.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Payables.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

10. **ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE- NONE**

12. H. **SHERIFF:** Motion to approve submission of the Patrick Leahy Bulletproof Vest Partnership Grant Application.

**Grant Manager Cheryl Allen:** We are requesting permission to submit an application for Patrick Leahy Bulletproof Vest. We are going to request a funding for up to 24 vest which is for 21 officers and 3 vacant positions. The grant will cover 50 percent of the cost, which we are estimating less than \$26k if we do need all 24 vests. Which the grant amount would be for \$13k, and the Torrance County would be for \$13k as well.

**Chairman Schwebach:** Is there a pose on our share on where the budget is coming from?

**Stephanie Dunlap Administrator:** We can use our uniform funds. We do have it to cover the \$13K.

**Action Taken:**

**Chairman Schwebach:** Made a motion to approve.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

I. **SHERIFF:** Motion to approve a five-year contract with Axon for Tasers, Body Cameras and Unlimited Cloud based storage.

**Sheriff Rivera:** In 2019 NM enacted a law mandating the use of body wore cameras for all peace officers who routinely interact with the public. The law defines both the usage and retention periods of body wore camera footage for all the law enforcement agencies throughout the state. Peace officers who failed to comply with this policy and procedures to be adopted. Pursuant to sub section A of this section shall be presumed acted in bad faith,

this will redeem liable independent twerk of negligence foliation of evidence. The law simply does not allow any levels of noncompliance, unintentional or not. At the time this law was enacted Torrance County Sheriff Office has already been using body wore cameras for several years. However, the new law changes the way that TCSO gathers and became videos footage. At present TCSO is using a local service system comprise with multiple hard drive where the footage is store. However, it is filling up quickly leaving us with not enough drive space. Currently it is a physical drive located in Torrance County, there is no off site or back up system for it. For any reason like a natural disaster occur would wipe out the drive completely. The server is tide into the Torrance County domain and can only be access through a computer connected to that network. The computers in the TCSO vehicles or connected to this domain. The deputy currently cannot upload the videos while on the field. they need to come down to the Sheriff Office and wait at least 15 to 30 minutes for the downloads to complete. The need to immediately transfer the footage would need a cloud base CGIS compliance sever systems with unlimited data storage.

**Deputy Manager Juan Torres:** this package would roughly cost \$38,442 per year for five years. Roughly it comes out to \$192,250 over the five years period.

**Chairman Schwebach:** So, I'm assuming you are looking at all of this is because all the current stuff needs to be upgraded?

**Sheriff Rivera:** Yes.

**Stephanie Dunlap Administrator:** We are also awarded 8K for the body cameras grant that we can use that funding towards strictly for the body cameras cost.

**Chairman Schwebach:** Which we can apply this to the contract also.

**Stephanie Dunlap Administrator:** Correct.

**Chairman Schwebach:** How does it work if more deputies are added?

**Sheriff Rivera:** Currently we are quoted for 20 deputies.

**Chairman Schwebach:** I would like for our attorney to review the contract before it is signed.

**Deputy Manager Juan Torres:** This is also a state contract pricing, so it has been vetted through the state. Another thing to consider. This year is the start of the additional LAPF funding which is approximately 40K. Which will be distributed, so there's potential ways where we can fund this. It wouldn't require too much to be given up from the general fund.

**Chairman Schwebach:** So, it's one vender one entity that services it. This is not in our current budget that we approved.

**County Manager Janice Barela:** This is not in the current budget.



**Commissioner McCall:** Is there any other department that's using this and reviewed?

**Deputy Manager Juan Torres:** Yes, Edgewood PD.

**Action Taken:**

**Chairman Schwebach:** Made a motion for approval giving County Manager Barela the authority to sign upon attorney reviewing the contract.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

A. **MANAGER:** Motion to approve Agreement between Torrance County and SunZia for compensation for the proposed 58.3-mile transmission line.

**Rob Burpo:** Before you are a purpose agreement between SunZia and Torrance County for the first of the two-transmission line. This is the first agreement we presented to you with two minor amendments. Total compensation for this agreement is \$1,166,000. Most of that is going to be paid in 2024 to 2026 time period when they finish the project. We combine the first two payments in one, so the County will receive \$145,750 on before July 31<sup>st</sup> of this year. We also added based on the suggestion of Commissioner Candelaria at the last meeting. We added that the company shall contact the County Emergency Management Office during the agreement that all interaction between the company and EMS Office and will coordinate with all contractors and County residents.

**Commissioner McCall:** It is so much per miles, right?

**Rob Burpo:** Yes.

**Commissioner McCall:** Every County is going to receive this amount base upon milage.

**Rob Burpo:** Yes. This is a template agreement, Sunzia will enter into a master agreement with the Ruaul Electric Transmission Authority. There's nothing in this agreement shall prohibit the County from working with RETA to explore other consideration agreement or possible benefits for the County.

**Commissioner McCall:** Is there any way that the County is going to take it in shorts when it comes to tax value? I'm trust trying to warp my head around it.

**Rob Burpo:** In essence all of the right-a-way agreement that we normally have put in place for you all in an industrial revenue bond. The SunZia component will not show up as a number of new asset where you get the property taxes from. Because it's all been transfer to

SunZia, or to RETA. So, there will be no positive or negative effect on Torrance County taxpayers.

**County Assessor Jesse Lucero:** This is the first time I'm hearing of this. This kind of sounds like this transmission line going through 7 counties will be very similar to state asset property. I am going to reach out to the State because I am very curious, and it seems like RETA is very much the way.

**County Manager Janice Barela:** I'm visiting with legal councils. One of the concerns that's brought up is that there is no exit clause for the agreement. In the event if something comes up, we can pull out of this and do something different. I don't if this is something SunZia will be agreeable to.

**Rob Burpo:** We have not had that discussion at all. If we put that in I am not opposed to that. If we put that in now, you would probably remit back any compensation that you receive as part of that agreement.

**Chairman Schwebach:** What is the time frame that we have on this?

**Rob Burpo:** If you want to put any exit for SunZia you can. I look at this at the financial component.

**Commissioner McCall:** I think it is fare for our new legal councils to have an opportunity to read this through if time is not of the essence, and maybe take it up to the next meeting.

**Chairman Schwebach:** Item 12A will be deferred to the next meeting.

## 11. ADOPTION OF RESOLUTION

A. **MANAGER:** Motion to approve Resolution 2022-34 Support of the Construction and Operation of the SunZia Transmission Line to the Bureau of Land Management.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Resolution 2022-34 Support of the Construction and Operation of the SunZia Transmission Line to the Bureau of Land Management.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted yes. All Commissioners in favor. **MOTION CARRIED.**

B. **COMMISSION:** Motion to approve Resolution 2022-35, Election Integrity Issues.

**Action Taken:**

**Commissioner McCall:** Made a Motion to approve Resolution 2022-35, Election Integrity Issues.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

C. **MANAGER:** Motion to approve Resolution 2022-36, to accept junior appropriation of \$50,000, to plan, design, construct, renovate and equip an investigation and evidence building authorizing County Manager Janice Barela to act as signatory.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Resolution 2022-36, to accept junior appropriation of \$50,000, to plan, design, construct, renovate and equip an investigation and evidence building authorizing County Manager Janice Barela to act as signatory.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

D. **MANAGER:** Motion to approve Resolution 2022-37. Restructure of the Fair Board and Approval of Paid Contractor for Administrative Assistant Services to the Fair Board. (Deferred from June 8, 2022)

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Resolution 2022-37. Restructure of the Fair Board and Approval of Paid Contractor for Administrative Assistant Services to the Fair Board. (Deferred from June 8, 2022)

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

12. **APPROVALS**

B. **MANAGER:** Motion to approve the cost-of-living increase of \$0.75 for two dispatch employees, who when placed in the approved Dispatch Salary Schedule for Fiscal Year 2023, will receive less than the Commission-approved, cost-of-living increase.

**County Manager Janice Barela:** On the last Commission Meeting I placed it in the agenda for consideration of 2 employees that work at Dispatch that were placed into a salary schedule that was part of the budget to process. I made an error, I didn't go through what each individual staff member's rate of pay was, and how that would affect them as far as at least they have the living cost increase of .75cents. We have 2 employees that did not meet that increase of .75cents that the Commission has granted to all of the employees. So, I just wanted to make it right.

**Action Taken:**

**Commissioner McCall:** Made a Motion to approve the cost-of-living increase of \$0.75 for two dispatch employees, who when placed in the approved Dispatch Salary Schedule for Fiscal Year 2023, will receive less than the Commission-approved, cost-of-living increase.

**Chairman Schwebach:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

C. **PURCHASING:** Motion to approve the FY2022 Capital Asset Certification.

**County Manager Janice Barela:** Please Defer this item.

**Chairman Schwebach:** Item 12C will be deferred.

D. **TREASURER:** Motion to approve application with GOV Pros for credit card processing.

**County Treasurer Tracy Sedillo:** Requesting for approval on the application for payment processing through GOV Pros. As we are transitioning to our new Tyler Software, in order for the software to have its full automation that it is capable of. We have to be on a bridge pay vendor for credit card payments. So, I'm asking for your approval so we can move forward with this.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve application with GOV Pros for credit card processing.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

E. **ASSESSOR:** Motion to approve Amendment to the Agreement dated August 1, 2019, between Pictometry International Corp. and Torrance County in the amount of \$106,697.68.

**County Manager Janice Barela:** I would like to say kudos to Mr. Lucero on how he has managed to rearrange his reappraisal funds, and he has brought it back to where it is healthy where he doesn't have to use any of the general funds. This will be using the reappraisal funds for this fly over and paying for this cost.

**County Assessor Jesse Lucero:** Back in September 2019 we had a discussion regard Pictometry, and we lay out our concerns. I'm very pleased to announce that we have paid off our first fly over. With the original contract sign in 2019, it was for two flies over. With what we have talked about back in 2019, that for the second fly over would be for the mountain towns. It's an enormous success in utilizing the program. For the mountain communities we will start at the county line off of 337 and will fly south all the way into our Deer Canyon Subdivision.

**Commissioner McCall:** Good job on managing your reappraisal fund where you can pay for this with your portion. Do you have a number of evaluation increase to the state based on the first fly over?

**County Assessor Jesse Lucero:** I don't have those numbers before you today. The answer here is that we are able to tie in the software into our everyday appraisal. What I can say is by using the Pictometry, it has reduced the stakes of errors in the evaluation of the properties that we are assessing. This allows our appraiser to do a better job and ensuring current and correct value.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Amendment to the Agreement dated August 1, 2019, between Pictometry International Corp. and Torrance County in the amount of \$106,697.68.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**F. DWI PREVENTION PROGRAM:** Motion to approve contract for Frank Magourilos/Prevention Works Consulting LLC for Evaluation Services.

**Tracey Master DWI Prevention Program Coordinator:** Before you are a Professional Services Contract between Torrance County and Prevention Works Consulting LLC and Mr. Frank Magourilos. Mr. Magourilos evaluator for FY22 and would like to continue with him for FY23. I am requesting that you will approve this contract for next year.

**Commissioner McCall:** Is there any changes to the contract?

**Tracey Master DWI Prevention Program Coordinator** Yes, there is. On the third page item# 5. The total amount would be \$1,583.00 for the month. The full amount would be \$18,996 for the fiscal year.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve contract for Frank Magourilos/Prevention Works Consulting LLC for Evaluation Services.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**G. DWI PREVENTION PROGRAM:** Motion to approve contract for Gilbert A. Ortiz, Teen Court Coordinator/Prevention Specialist Services.

**Tracey Master DWI Prevention Program Coordinator:** This is a renewal of a current contract with Mr. Ortiz. There is a change in compensation in pay for Mr. Ortiz. He is paid out through the contract in the amount of \$22 per hour. Mr. Ortiz have provided many hours for which he is unable to bill.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve contract for Gilbert A. Ortiz, Teen Court Coordinator/Prevention Specialist Services.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**J. GRANTS:** Motion to ratify submission of RPHCA Grant (Rural Primary Health Care) FY2023 Agreement Between Torrance County and Department of Health. MOA#0000000000000000000024289. Total Budget shall not exceed for deliverables \$101,124.00.

**Grant Manager Cheryl Allen:** This is for the RPHCA. We have a four-year agreement, and this is our 3<sup>rd</sup> with them, but they do give us a new agreement every year. It is not increasing the funds. I am asking for ratification on this is because I have received the agreement on June 9<sup>th</sup> then on June 10<sup>th</sup>, I was instructed from the DOH to get this sign agreement back to them ASAP. The attorney has reviewed this and both he and the County manager have signed the agreement and submitted on June 13<sup>th</sup>.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to ratify submission of RPHCA Grant (Rural Primary Health Care) FY2023 Agreement Between Torrance County and Department of Health. MOA#0000000000000000000024289. Total Budget shall not exceed for deliverables \$101,124.00.

**Vice Chair Candelaria:** Second the Motion.

Rolled Call Vote: District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**K. GRANTS:** Select a priority ICIP project to share for inclusion on other entities' ICIPs.

**Grant Manager Cheryl Allen:** Within the training, they provide for the infrastructure for capital improvement plan process each year. That we work with other entity in Torrance County to incorporate each other request on each other ICIP. It does increase the points that are sign as value to different projects within the County.

All Commissioners consent on agreeing on the County Fair Ground to be #1.

13. **DISCUSSION**

**A. MANAGER'S REPORT**

**County Manager Janice Barela:** Stated, I have been very busy working on all the Commission Meeting that we have had and resolutions. There for I have nothing to report.

**Chairman Schwebach:** Can you update us on our vacant positions.

**Kristen Oliver County HR:** We have filled quite a few. We hired 2 Appraiser Apprentices, 1 Admin Office Assistance for the Zoning Department, EMT and Admin Assistance for the Fire Department. There are not too many vacancies left. We also hired 55 Students intern.

**B. COMMISSIONERS' REPORTS**

**1) Commissioner McCall, District 1**

**Commissioner McCall:** I just want to give a shout out to our amazing County Manager. She has put an amazing number of hours in preparing us for the Commission Meeting. Guys, I think we have one of the best in the State.

**2) Commissioner Schwebach, District 2**

**Chairman Schwebach:** I'm grateful for the rain to begin with. This week has been tough on me. After that meeting Friday my phone started ringing, probably every 30 seconds. My face is all over the internet now. I have many reporters coming up, and these reporters have tried very hard for me to be violent to be disrespectful to be unhinged. I am bringing this up so I can make it clear. I appreciate those individual that spoke out, yes, I would call them passionate on what they believed and what they see. What I want all the public to know is that those concerns are taken solemnly. This resolution is the beginning to listening to them. We could have just as easily canvassed that election and not give them the time of day other than the public comments. This Commission does realize that there is a lot more to it. We may not like all of the laws, but they are still laws. We have to learn how to get through it effectively in order to turn a boat. So as Commissioners we do have to look at everybody out there, and not just a handful here and there.

**3) Commissioner Candelaria, District 3**

**Vice Chair Candelaria:** I would like to say, we have a great County Manager. I'd like to the Emergency Manager helping with the Torreon water issue. They were able to bring bottle waters, and last night they were able to deliver bottle waters. The Road Department was hauling water with their tanker trucks. I wanted to thank Tajique for donating some waters for Torreon, and Estancia for donating some water as well.

**14. EXECUTIVE SESSION**



15. **Announcement of the next Board of County Commissioners Meeting: July 13, 2022**
16. **SIGNING OF OFFICIAL DOCUMENTS**
17. **ADJOURN**

**Chairman Schwebach:** Made a Motion to Adjourn.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.** Meeting is Adjourned at 11:35AM

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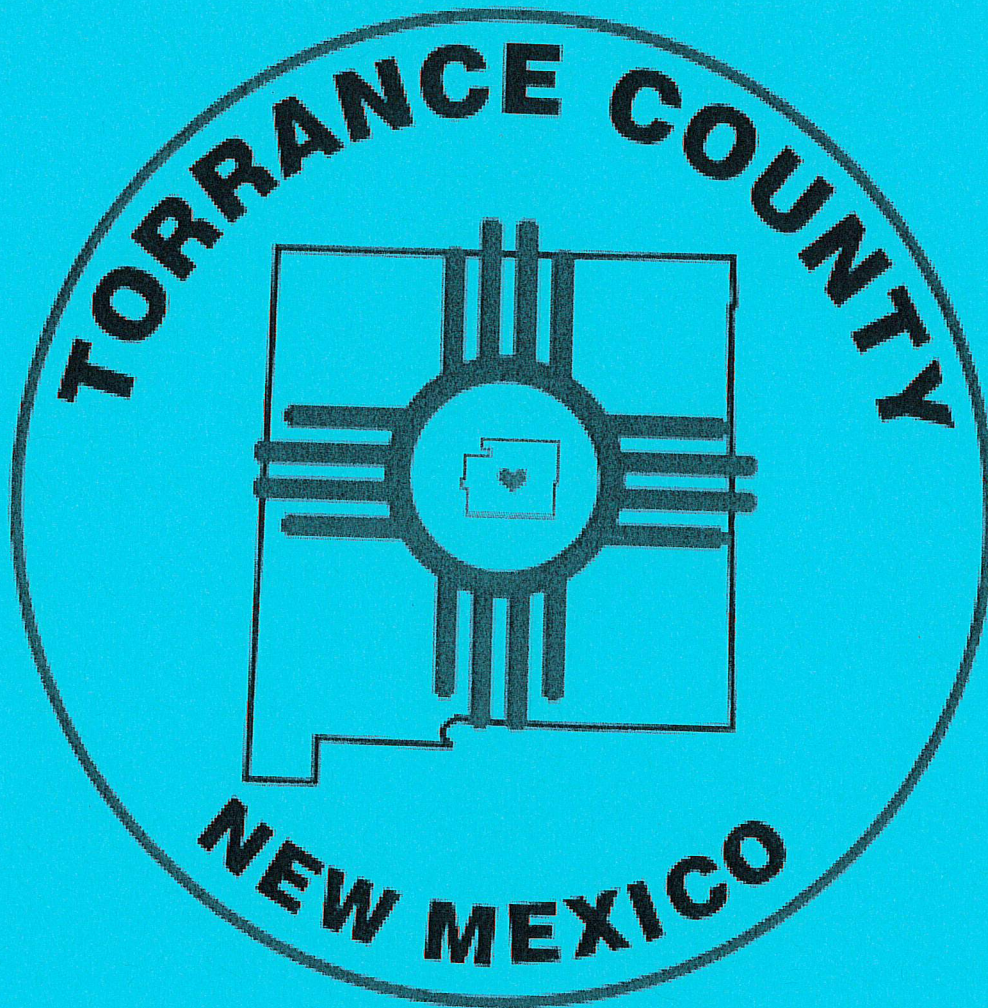
Ryan Schwebach – Chairman

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Kevin Pham – Admin Assistant

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Date



*Agenda Item*  
*No. 8-B*

**DRAFT**  
**Torrance County Board of Commissioners**  
**Regular Commission Meeting**  
**WEDNESDAY, July 13, 2022, @ 9:00 AM**  
**205 S. Ninth Street, Estancia, NM 87016**

**Commissioners Present:** RYAN SCHWEBACH – CHAIR  
LEROY CANDELARIA – VICE CHAIR  
KEVIN McCALL – MEMBER

**Other Present:** JANICE BARELA – COUNTY MANAGER  
JUAN TORRES – DEPUTY MANAGER  
MIKE GARCIA – COUNTY ATTORNEY  
SYLVIA CHAVEZ – DEPUTY CLERK  
KEVIN PHAM – ADMINISTRATIVE ASSISTANT

**1. Call to Order**

**Chairman Schwebach:** Calls the July 13, 2022, Regular Commission Meeting to order at 9:00AM.

**2. Invocation and Pledge of Allegiance**

**Pledge lead by Chairman Schwebach**

**Invocation lead by Commissioner McCall**

**3. Changes to the Agenda**

**County Manager Janice Barela:** Stated that there are no changes to the Agenda.

**4. PROCLAMATIONS- NONE**

**5. CERTIFICATES AND AWARDS**

**A. DISPATCH:** Recognition of Employee Service Year Pin: Keith Webb (2)

**Christina Romero 911 Director:** Keith is unable to be here, he is working right now. He asks if I can accept this award on his behalf. He said thank you.

**Chairman Schwebach:** Thank you Keith.

**B. ASSESSOR:** Recognition of Employee Service Year Pin: Hugh Jones (15)



**County Assessor Jesse Lucero:** I would like to present another award to one of my employees Hugh Jones a/k/a Geno. I am proud to present Geno with a 15-year award of service. Geno started back on 2007 with the Assessor Office. I think every person in this room has been in my office, and the first person that would greet them would be Geno. Geno is our Customer Service Specialist. If we could provide the customers service that Geno provides, County Government would be loved. I would like to share just a few comments that people have left for Geno. One of them wrote, we came in to change our address and Geno went the extra mile to show us the property and explain the entire deed recording process. Geno is an excellent employee and represents the County well. That was from Jim Meham. Another one, Geno Jones being extremely helpful, courteous, and very personable. Great guy! The final one from this morning. Geno, hardly any government building is any fun. Geno has made it friendly and made it a friendly experience and left me smiling. Thank you! These were just a few comments on the character Geno represent every day in our office, and I am beyond proud to present this 15-year service award certificate to Mr. Hugh Jones.

**Geno:** I just wanted to say thank you, and I'm proud that this is not just a job. I enjoy every day here, and everybody in the County has become part of my family. Thank you.

**Commissioner McCall:** I would like to add to that. I was in the office a few weeks ago and witness firsthand that Geno is dealing with a veteran, and it was awesome. The honor and respect you gave that gentleman was awesome.

## 6. BOARD AND COMMITTEE APPOINTMENTS

- A. **PLANNING & ZONING:** Re-Appointment of Jim Frost to Planning and Zoning Board.

**County Manager Janice Barela:** State the Planning and Zoning Director is not in this week, so on his behalf I would like to present this item before you on the agenda. Mr. Jim Frost has been a very valuable member to our Planning and Zoning Board, and he is up for reappointment. We would like to recommend that the Planning and Zoning Director and Board to reappoint Mr. Jim Frost for another term.

### Action Taken:

**Chairman Schwebach:** Made a Motion to re-appoint Jim Frost.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

## 7. PUBLIC COMMENT and COMMUNICATIONS

**County Manager Janice Barela:** Stated that we have quite a few signed up for public comments this morning. First we have Tracey Master.

**Tracey Master DWI Prevention Coordinator:** I just wanted to provide a brief update. On June 24<sup>th</sup> the program hosted Danny Duran at the park of Estancia. There was about 300 people in

attendance. We continue to host our weekly Zoom Bingo. On July 4<sup>th</sup> we partner with the Moriarty Lions Club hosting the pancake breakfast, we had an all-time high attendance of 82. On Friday night of last week, we had Teen Night at the Aquatic Center with 54 youth in attendance. This Friday July 15<sup>th</sup> we will presenting prevention education at the American Legion Youth Core during the day, and hosting Family Night at the Estancia Aquatic Center in the evening. July 21<sup>st</sup>, during the day we will be doing QPR Suicide Prevention to the Mountainair Youth Conservation Core participant, that same evening we will be providing Prevention Education at Teen Night at the Moriarty Library. On July 30<sup>th</sup> we are looking at having two bands play throughout Old Timers Day, and August 6<sup>th</sup> we will have an Outreach table at the Moriarty Mini Con. August 12<sup>th</sup> Teen Night at the pool, August 19<sup>th</sup> Family Night at the pool, August 21<sup>st</sup> End of Summer Splash at the pool, August 26<sup>th</sup> bingo at the Moriarty Lions Club, September 3<sup>rd</sup> bingo at the Fair Grounds, September 16<sup>th</sup> bingo in Mountainair, and also August 10<sup>th</sup> and 11<sup>th</sup> we will be doing bingo as part of the Torrance County Fair. We will be doing movies in Mountainair, date to be determine. I am preparing to go to the National Association of Drug Corp Professional annual conference. The next meeting for the Torrance County DWI Prevention is next Wednesday 7/22/22 via zoom. I just want to mention that I have been here for 20 years.

**County Manager Janice Barela:** Tracey Master is accurate; she has been here for 20 years. Her service year pin and certificate are not included in this, but we will be honoring her on the next Commission Meeting. Our next up is our Deputy County Clerk Sylvia Chavez.

**Sylvia Chavez Deputy County Clerk:** I am here to give you an update on the independent candidates filing day that was held June 29<sup>th</sup>. We had three people come in and declare their candidacy. We have Stephen E. Garrett for Commission District 1, Leanne Margaret Tapia for Commission District 2. We had Sergio Sapien for Sheriff, but he has since withdrawn. We did the process and their petition signatures have been verified, and they have been qualified and they will be candidates that will appear on the November General Election Ballots.

**Chairman Schwebach:** Excellent Thank you.

**County Manager Janice Barela:** Next we have Destry Hunt.

**Destry Hunt:** I would like to echo the sentiment about Geno. I have multiple encounters with him in all extremely positive ways. Not only in his current rolls, but he was also sitting on a nonprofit board donating his time to that as well. This speaks volume of who the County chooses to select and promote and maintaining these importance positions. I meant to say the same thing about Dominica when you all presented her the Employee of the Quarter Certificate. I do appreciate the County for having those type of people for the customer service rolls. We recognize that there are some candidates who threw their hats in the ring. In the spirit of making sure that anybody can answer to any question that the community might have. We decided as citizen we would try to put forward some sort of a forum whereby, they can be interviewed, but not a forum that can have hostility and ranker as sometime happens with debates. Maybe a candidate interview one on one. We hope everyone would do it, and we will make it as casual and pleasant for everybody as possible, so everybody has an opportunity to state their case for why they are the best candidates for the position they are running for. We will be reaching out to the youth as well.

**County Manager Janice Barela:** Next we have County Assessor Jesse Lucero.

**County Assessor Jesse Lucero:** I have a couple of items for you all this morning. This is a topic near and dear to my heart. As a Navy Veteran and I know there is several other veterans here also. Vice Chair Candelaria, Jeremy Oliver, and I'm sure there is also some in the audience as well. Tomorrow, we are hosting a Veteran Outreach Opportunity tomorrow July the 14<sup>th</sup> from 10AM to 2PM here in the County Commission room. I want to thank my office manager Victoria Sedillo for working really hard with Joseph Barn with the Veteran Agency. They are not a government agency, but it is an agency that deals with veteran issues. I would like to thank our interns, they have really stepped it up. This opportunity tomorrow is for any veterans if you're interested in a veteran license plate discounts at parks and museums. All you need to bring is your DD214. We offer water, coffee, and a friendly face. I will be there, and I highly encourage any veterans to come join us. In terms of the Outreach Program, the Assessor Office will also be at the County Fair Ground on August 12<sup>th</sup> from 3-5PM. By the time this rolls around our times with our intern will have come to an end. Our interns asked if they could participate in this event with us even though they are not getting paid. I am super proud of them. They will be presenting my annual reports. This is a wonderful program for the interns, and I hope Torrance County continues to use this program.

**County Manager Janice Barela:** Next we have Charlene Guffey.

**Charlene Guffey:** First off, I would like to thank Geno for all the hard work he does when I call. I would like to thank Tracey Master for all the hard work and dedications that she gives to our community with programs and support she gives to our young people of Torrance County. I would also like to thank Marcy Wallin for her time and patient, that she and the Fair Board is stepping up to provide encouragement to the youth of this County. After a long period of Government slow down, anguish and even anger. This County finally has deed in hand for the Fair Ground. Here we are two months later and still no progress. Let's take a moment and really think about what the building really means. It's about our young people. It's not about where to put the kitchen or how big this building needs to be. For two years our kids and grandchildren have been through a nightmare with Covid shutdowns. They were held prisoners in the land of the free. Now its time for us adult to give back to our future hopes. It is our jobs to make sure our children are given the best opportunities to thrive in their lives. Let's put the Government dragging feet aside. At the end of this meeting on item #13 under discussion. Therefore, you put this on the agenda on every meeting. This is the time to discuss what is said in public comments and what your concerns are in your district, because there is always something going on the good and the bad so let's here you discuss.

**County Manager Janice Barela:** Next we have Brady Ness.

**Brady Ness:** After the last couple of meeting, and the way things went. I understand that. I want each of you gentlemen to know that I have nothing negative to say about you guys. I want peace in our communities, I want peace in our country, and I am for peace. I understand if you start speaking truth you start exposing things it gets ugly, and I don't want our people and our country divided but the truth will divide. After my last public engagement, I've had people gave me the

thumbs down and the thumbs ups. As probably you gentlemen have as well. I want you to understand that I do not consider you as my enemy I don't consider you a foe. I don't want to run into you in public places and be in an awkward situation. I don't know the people running against you very well, they may be horrible. I don't know I'm undecided the public can decide that I don't really care. I am here to speak on the greatest threat to the American people and our way of life is Government. Whether if anybody wants to acknowledge that or not or admit that or not its government. Covid is a plan demic, yes, I say plan demic because that's what it was. Who threaten our kids the most during that, who force our kids to put mask on their face? School teachers, administrators, school board, and government did. I have a booklet here the constitution Declaration of Independence, and in it says that we are grantee certain rights which are life liberty and the pursuit of happiness. The government is the instituted among men just to protect those secrets rights. Here we are over 200 years later and look at the mess we're in. I'm not blaming you indivial for that at all, but the government is the greatest threat to the people and government sponsor cartels. Banking cartel literally prints money out of thin air. This one-hundred-dollar bill here is nothing more than a federal reserve note, a promise to pay. My constitution said that there should only be gold and silver as a tender in payments. Who do you want me to yell at? I consider you guys as friends and neighbors, but you are seated in the position of government. The bucks stop here in Torrance County. If those people up there can control what's done here, and Washington controls what they do. Then we have a backward situation. I wish I have the answer to fix that, but I don't. You people out there think that I'm a crazy conspiracy theorist, that's fine. There's most definitely conspiracy taking place.

**County Manager Janice Barela:** Next we have Rob Wagner.

**Rob Wagner:** I voted in the Primary. I personally asked for a provisional ballot, and when asked why. I explained, I didn't want my ballot to be run through the Dominion voting machine. The election worker that was present assured me that there was a different plan in place. They would print the ballot and I would fill it out and it would be hand tallied at the end of the night. At the recent commission meeting the County Clerk said as much. Much to my demines, mine and many other people ballots was run through the Dominion machines. Very disappointed in that. I understand that our clerk had her hands tied and was told that is the way to do it. When government tells you that they were going to do it one way, and they do it in another way. With a private business you do that to me I can go somewhere else. With the government I can't go somewhere else, I can move to another country, but I don't want to move to another country. This is the best country in the world, I shouldn't have to go to a different country for proper treatment.

**County Manager Janice Barela:** Next we have Marcie Wallin.

**Marcie Wallin:** I would like to mention that our County Fair will be August 9<sup>th</sup> through the 12<sup>th</sup>. We would love to have visitors and spectators as well as participant. I like to thank James Solomon and his crew, they worked hard on the fairgrounds, and it look really nice. They have made a huge accomplishment there. I would also like to thank the Finance Department; they issue our PO's so we can get going on the stuff we need on a timely manner, and I appreciate there help in that. I would like to mention that the community garden doing great, it's growing at a rapid pace at the Fair ground. We have squash, cucumbers, jalapenos, yellow wax peppers, and spinach

that are abundant, so if anyone wants to come over. The community garden is at the Fair Ground, and we welcome all people to come over and pull weeds and take a squash for your reward. Joe Everett has done a nice job in putting in a automatic water system. We also have Leonard Howell who stepped up and helped with the water system. We would like to see more participation or interest, so anyone could spread the words. I would like for us to be inquired for anything that is happening to the Fair Ground as far as future plans.

**County Manager Janice Barela:** Stated that's all we have for public comments signed up in-person.

**Finance Director Jeremy Oliver:** We have one for public comment on Zoom, Janette Hunt.

**Jeanette Hunt:** I just want to voice my concerns for the current election systems that we have, and the lack of knowledge and training for the people that are running the election. I would like to ask the Commissioners to ensure that the Clerk is learning all the State Statues and her duties and rights so that she can know for herself on what she is allowed to do and what not allowed to do. For her to not rely on anybody else telling her what to do. I would like the Commissioners to ensure that the Clerk is training all the poll workers on the correct ways to do things. I don't feel confident in the system no matter what.

**Finance Director Jeremy Oliver:** Stated that, that is all we have signed up on Zoom.

## 8. APPROVAL OF MINUTES

- A. **CLERK:** Motion to approve the June 8, 2022, Torrance County Commission Meeting Minutes. (Deferred from June 22, 2022)

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve the June 8, 2022, Torrance County Commission Meeting Minutes. (Deferred from June 22, 2022)

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

- B. **CLERK:** Motion to approve the June 13, 2022, Special Meeting of the Torrance County Commission Meeting Minutes.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve the June 13, 2022, Special Meeting of the Torrance County Commission Meeting Minutes.

**Commissioner McCall:** Second the Motion.



**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Vote Yes. All Commissioners in Favor. **MOTION CARRIED.**

- C. **CLERK:** Motion to approve the June 30, 2022, Special Meeting of the Torrance County Commission Minutes.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve the June 30, 2022, Special Meeting of the Torrance County Commission Minutes.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

9. **APPROVAL OF CONSENT AGENDA**

- A. **FINANCE:** Motion to approve payables.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve payables.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioner in Favor. **MOTION CARRIED.**

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

**Action Taken:**

**Chairman Schwebach:** Made a Motion to go into Public Hearing to discuss an Ordinance approving a financing represented by the County's \$9,500,000 Revenue Note (PILOT Payments)

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**Chairman Schwebach:** So that the public is aware, we give a brief overview of the purpose of the Public Hearing and what is fixing to happen.

**County Manager Janice Barela:** There has been discussion with this Commission to take a loan out for a new Administrative Building. So, direction was given to Rob Burpo from First American Financial Adviser. He is on contract with the County as a Financial Adviser to work on this and the terms in those types of things to get us the best deals for the County. Before you today with

this Public Hearing we also have Jill Sweeney, and Parker Schenken from Sherman & Howard which is our Bond Council. Between the three of them, they will be the one doing the presentation of what this all involve. The County Attorney will be here conducting the public hearing in order to swear in anybody that needs to be sworn in. If we need to do any housekeeping items, but I just wanted to give a backdrop to what exactly as we are going into this agenda item.

**Chairman Schwebach:** So, for the public, at this point with the public hearing there will be presentation on what we are discussing concerning this. Then when all of the presentation are done, we will allow public comments to discuss this item, so it doesn't matter if you sign up before and if you want to come up and speak upon this. In the Public Hearing you'll come up and be sworn in for your testimony. When we are done, I'll open it up for public comments. Mr. Burpo you may proceed.

**County Attorney Mike Garcia:** Swore in Mr. Burpo.

**Rob Burpo:** I do. I am here to present some of the details on the purpose financing that the Ordinance provide. We've negotiated a transaction of up to 9.5 million dollars in loans to build the new County Administrative Building. It is structured for two years of interest only. As you draw down money so the loans are not finance all at once. You'll only pay interest in the amount you draw down in the first two years as you go up the facilities. Then it converts to an eighteen-year amortization. We are negotiating as we speak, I was on the phone this morning. On the interest rate base on where the New Mexico Finance Authority is, it appears it will be about a 3.75 interest rate. Base on that the County is pledging only its pilot payment from the previous Pattern Energy Development Projects that was close that were close in 2021. You have already received your first payment. The County receives each year, the County portion is \$1,618,307. That is your payment after what goes into the school districts. The debt service should be around \$735,267, which means after debt service the County should still retain \$883,000 to do with it as you please. It goes into the general funds, and you can use it for whatever you want. The loan is prepayable at any time without penalty or premium. The lender is Century Bank in Albuquerque. We discuss the transaction with several banks, we discuss it with US Bank, we discuss it with New Mexico Finance Authority, we discuss it with BBVA. US Bank would only do a transaction for ten years period loan excess, BBVA would do a twenty-year finance but would only fix the interest rate for five years. We thought from a budgeting standpoint, and neither one of them were willing to do an interest rate only for the first two years they wanted to charge you interest for the entire transaction on 9.5 million. Here you only pay interest as you drop down from the first two years and with that, that is the operational part of the transaction. We will determine the interest rate today or tomorrow. The transaction structure has given authority to the County Manager to sign the documents. There will be a loan agreement, a promissory note. There will be several documents between councils for the bank, and your bond council so we will prepare a closing memo on a couples of other documents. With that I will defer any questions about the intricacy of the Ordinance to your bond council. Jill or Parker do you have any comments?

**County Attorney Mike Garcia:** Swore in Jill Sweeney, and Parker Schenken.

**Jill Sweeney:** I do.

**Parker Schenken:** I do.

**Jill Sweeney:** As Rob describe, we have before you an Ordinance authorizing the execution and delivery of the note related to this loan agreement in the amount not to exceed 9.5 million dollars for the County Administration Building. Base on the revenue stream created by the payments in leu of taxes from the Pattern Energy Transaction Industrial Revenue Bonds that has already close. This Ordinance contains the delegation of authority to determine the final terms of the note. As Mr. Burpo describe, those terms are being finalize with the bank. Just so you know, the packet not only have the Ordinance but also the forms of agreements of the note and the term sheet. I think with that we are ready to go and proceed toward the closing. Mr. Schenken, do you have anything else to add to the Commission news and aware of the terms.

**Parker Schenken:** I think you and Mr. Burpo covered, the only thing I might add is this. The action today is just carrying out what we've contemplated in use of the resolution that was pass by the commission on February 23<sup>rd</sup>.

**Chairman Schwebach:** Commissioners, do you have any questions?

**Commissioner McCall:** I have been fortunate enough to be the Commissioner leading on this with Rob, Janice, and Jill. I'll make a statement. Correct me if I'm wrong Mr. Candelaria. How many Acres are set aside for the new County Building.

**Vice Chair Candelaria:** I think there is 29 acres.

**Commissioner McCall:** There is 29 acres that has been purchased off of Alan Ayers. In the idea to put a new County Administrative Office when that time came. After talking with Rob and seeing our finances and our budget. I learned that we as a County can pledge our pilt payments coming off of the windmills to secure this loan. So, I think it is important to know that these are new money that we have not seen. The County is not in any way shape or form taking away from our general fund currently, and it would be pledging the new 2021 Pilot payments coming off the wind generation plans to pay for this. There's some discussion on the next IRB and what we might do with that. I was on a call this week with Rob, and you said Torrance is one of the best financially sound County probably in the State. This Commission has taken on debts head on, we've paid off a lot of debts. In return we've been blessed pilot payments coming off the wind turbines. So, with that being said that's where I stand. I didn't know if I was quite ready and on board for a new building, as you look around this one. It has served its purpose. It maybe time in looking at a new one and taking that on. I think it's time with where the County is sitting at financially.

**Finance Director Jeremy Oliver:** Commissioner McCall, Nick Sedillo wrote on the track. It is 25 acres 20 of it is allow for building due to the other five being located adjacent to the airport.

**Vice Chair Candelaria:** I was a junior in high school when this building was put together, it was 1967. My cousin Galindo Candelaria was Commissioner at that time. Where before dedication, they have us here on our hands and knees with the SOS pads taking off all the scoff marks on the tiles that was here. So, I remember it well. It has served it purpose, whenever we bring in new

computer systems and anything else. This place is built like a fortress. There was no way of going through walls for bringing in lines and anything else that is required for the new norm and new age that we have to deal with for the computer systems. It's a project that is well worth taking advantage of, knowing that the money is coming from other sources then from our general fund. It's great to have a more modern building that we can utilize in more ways. Thank you.

**Chairman Schwebach:** Open the floor for public comments.

**County Attorney Mike Garcia:** Swore in Jesse Lucero.

**County Assessor Jesse Lucero:** I do. I just wanted to make a comment. As a former School Board Member and now as an elected official in the County capacity. It always concerns me anytime someone wants to start up a new project. In years pass when I was a School Board Member, I have the honor being part of the new construction of our new middle school. Many members of the public would ask, is our property taxes going up. At the time our superintendent would assure folks that that would not be the case. So, every time a project is tapped in around the County. Folks our property tax is not going to go up. If it's a bond, then your property tax is going up. So, Commission I'm really just up here to say thank you for being very methodical with our budget. Linda wrote me a little note, and we were passing note to each other, and you have answered our questions. I think this is an outstanding use of funds. Thanks to everybody's effort who have worked on this project. Thank you to you all for being responsible with these funds.

**County Attorney Mike Garcia:** Swore in Rob Wagner.

**Rob Wagner:** I do. I have a couple of questions, as far as the finance go for this. The 3.5 interest, is that a fix rate? Fix rate for the eighteen years, what are the draw down restrictions? Are there restrictions on how quickly the 9.5 can be drawn too, and is there a deadline for the 9.5 to be fully drawn? When does the 9.5 has to be drawn by?

**Rob Burpo:** By the second year. 24 months after closing.

**Rob Wagner:** What kind of closing cost are you looking at for financing this?

**Rob Burpo:** Roughly, at 1.75 Percent.

**Rob Wagner:** Are there plans to sell this building to pay down debt?

**Chairman Schwebach:** As of right now no. There are plans that we are not going to abandon the building.

**County Attorney Mike Garcia:** Swore in Brady Ness.

**Brady Ness:** I do. I am far more concerned with the fictionality of our government then the facilities of our government. Government facilities been popping up all over the place. You go into any small town, they're usually the nicest building in town. I personally have problems with that. Just like most churches now a day. They know nothing about the bible, but they got some



good-looking building. I am going to be completely opposed and against this. That is my main concern, and personally you brought up property tax and I'm going to be working with you in the future to find out exactly how I can exempt my property from any and all taxes. We are going to work on that, then I'm going to teach everybody on how to do the same, because I'm for the people.

**County Attorney Mike Garcia:** Swore in Shari Thigpen.

**Shari Thigpen:** I do. I am also very concern about taxes. I think we pay more than enough, and I understand there's money coming from the windmills. I worked for the Co Op for quite a while, and one of my concerns to is that I understand this is revenue coming into the County. I also remember hearing and learning about the problems with the windmills. Another thing that effects our household greatly is the amount of money we pay for our electricity, and it's going up, and I home school. It was a huge deal on how much we are with how much money we were spending on our electric bill. Yes, there is revenues paying for the building, but there's also cost in the end. I am in an agreement that there is so many things to be worked on around this County. It seems like we focus on government a lot of times and not so much on the people. I think that those are the thing that really matter. So, I'm not exactly for the new building. I am for more community' discussions if there needs to be buildings, that my opinions. I think the people needs to be involve a little more with spending on government.

**County Attorney Mike Garcia:** Swore Danielle Johnston:

**Danielle Johnston:** I do. This is always nerve wrecking. I think when people are showing such courage about moving forward into the unknown. Those of us who generally sits quietly have to have a say in our thoughts. I appreciate the facts of the clarity of this project, that the pilot money is not money that has been with us. It's new money. I appreciate the care and the knowledge that the folks you're working with have exhibits today and being able to explain to me. I didn't really understand what this was when I read the agenda. I didn't realize the impact until we begin the public discussion. Mr. McCall, I appreciate your willingness to drive this project wherever it takes us. I ask that we all keep in mind separatrixes discussions and democratic government, and servilities. Those three things required that we move slowly and carefully. Which you have done. I have seen a depth of understanding of the needs of the people of our community. The young people, the children, the young families, and the people who are struggling to make its due during this time of inflation. With the care you have taken, and you have exhibited for all of those people as their voices. The knowledge you have exhibit, the Robert Rules of Order that you required of us. just keep us on the straight and narrow. To step into the unknown, we have to be brave, and you have to be brave to help us go there. When it gets chaotic, which it does. Just know that we're solidly behind you, and we trust you in taking us in this direction.

**Finance Director Jeremy Oliver:** We have Jeanette Hunt on Zoom as well.

**Chairman Schwebach:** proceed Mrs. Hunt.

**County Attorney Mike Garcia:** Swore in Mrs. Hunt.



**Jeanette Hunt:** I do. I think it will be great if there was more community involvement in this. I feel like you guys have already made up your mind, but if the community could have more involvement and know more than what the tiny bit of what was presented today. That would at least make us feel better about it. If that's not the case and you guys are going to move forward with it regardless. At least, I'd like to ask that you could build a building that is not going to have to be rebuild in fifty years. It seems like fifty years isn't that long, and I know that the building has issues. At least make a building that is going to be able to withstand the test of time for more then fifty years. So, we're not going through this again. Ultimately new money is still money that could be used somewhere else.

**Chairman Schwebach:** thank you. Is there anybody else who wishes to speak public comment? We will close the session for public comment. Mr. Burpo.

**Rob Burpo:** Just to point out a couple of things for the public consideration. The first time that this project was discuss was in October of last year. For the constituent's consistence of Torrance County. Your Commission has taken an awful lot of action behind the scenes and discussions with them. They have hired a firm to do what they call programing, in other words is to find out what you need that is best for the citizen. The only thing that I would recommend strongly is that on the next commission meeting that the chair for your citizen is something better than the church bench. This does not affect your property taxes in any way. This has zero impact on your property taxes. And to the lady that discuss about her electric bill. One of the things I think may not understood, is that all of the electricity that is being generated under this project that we are using the pilot payment from. 100 percent of that goes to California. So, it has no impact on your local electric rate. There are other factors involved, PRZ and the Green New Deal and all these kinds of things. In all fairness 100 percent of the electricity is generated from all of these turbines that were put in that is being use for the pilot payments. 100 percent of the electricity does go to California, so it really doesn't have any impact positive of negative on your utility bills. Basically, what happen is we imported a lot of money from California to build these. A lot of people in here that pays gross receipts tax, rent homes, rent RVs, and now you're getting pilot payments from California. This is one of those situations where you actually been imported money on a consistence bases and future bases for the next thirty years to the County from outside the state of New Mexico. With that Mr. Chairman if there's no other questions, and I know you have some comments of your own. So, thank you.

**Commissioner McCall:** Just to address some of the questions and concerns that we have brought up today. I absolutely hear you, and I would be opposed to it if it did increase our property taxes. This Commission has conducted an audit this past winter. On what maintenance and utilities on this building alone look like. Almost what it cost to operate this building would almost pay a monthly payment on the new building. For those of you that don't know, this H-Vac system is being held together with duct tape and was told that if it goes it goes. The other thing I want to address is I know the public doesn't get emails and text messages saying hey we have a plugged sewer, and the sewer line is backed up and we're calling the day off for Administration. Do you remember how much it cost to close for a day?

**County Manager Janice Barela:** Jeremy might have this number, but I think it is around \$12,000 a day just for the administrative staffs to not be here not having the government open.

**Commissioner McCall:** That's the number, I was thinking anywhere between 12K – 15K.

**Finance Director Jeremy Oliver:** I believe that is right in the area I don't have the exact numbers, but I do have some of the numbers for maintenance and for the H-Vac. The H-Vac alone is going to cost a couple hundred thousand if it does go out.

**Commissioner McCall:** So, Jeremy do you have the TLC contract for just the H-Vac and the plumbing for this building?

**Finance Director Jeremy Oliver:** Yes. So, in FY20 we spent \$76K a year on not routine maintenance but fixing issues as they broke. FY21 was a \$109K halfway through when this was run. FY22 was \$69K projected at \$118K I haven't update it with the actual numbers. That is probably going to be a lot higher, because I think we have one of the sewer problems in the second half of the year. We have major sewer works three different occasions in the past year and a half with each one costing about \$15K-\$20K to fix and keep us operational with running water and running sewage.

**Commissioner McCall:** So, I hear your concerns and I have concerns as well. But when you hear those staggering numbers on maintenance, I think maybe it's time. With the fact that we got this new money and knowing a lost day of production in the County Office cost \$12K a day. As a commissioner it definitely perks me up in saying great, but you can't expect folks to stay here and work without restrooms.

**County Manager Janice Barela:** I would like to add to that. We have a great staff that has been trying hard to telework from home on those days that we have to shut down. That doesn't mean that the people of Torrance County, and people that are traveling to our building to conduct business are able to access our government as readily as they should be able to. And that's a great concern as well.

**Finance Director Jeremy Oliver:** So, I did find the cost. For man hours alone it's \$9.5K a day and this is based on man hours and old wages. Also, during months between November and March there's typically a lot of space heaters, so we are averaging an extra \$4.3K on our electric bill to run space heaters.

**Commissioner McCall:** I'll be the first to admit and I'll be involved if I'm reelected, but this new building will not be shiny and fancy. It will be productive, and I think that is important.

**Chairman Schwebach:** I am not a fan of putting up a new building, but what I discovered after being in office. It's like any business and anything else is that there is a level of efficiencies to get the job done. At the end of the day government is for the people, and I do agree with limited governments. But I don't agree on not being able to do the job, and when you look at this building and you're looking at the maintenances coming down on this building and possibility of this building being closed for an extended period of time to replace the heaters. The system has past

the point of being economical violable to keep fixing it. I agree I'm not looking for a flamboyant building. We are looking for an efficient and functional building to serve the people of Torrance County.

**Finance Director Jeremy Oliver:** I did find a rough estimate from TLC for the boiler, if the boiler was to go down. They're estimating that it can reach up to \$2 million dollars for replacing that, and with everything that goes with the system.

**Commissioner McCall:** It hasn't happened, but we wake up one morning and this place is in six inches of water with a broken line on the roof with all of our computers and documents and all of the public ability to do business here will be hampered. That can happen at the new one. I get it, but it is something that has to be on our radar. With this new PILT payment coming in that started in 2021, I think it's a great time. Rob, during last week on a Zoom meeting, did you say that our mill levies in this County went down?

**Rob Burpo:** Yes sir.

**Commissioner McCall:** Jesse you might want to speak on this. We are one of the few Counties in the state of New Mexico, that mill levy on property taxes decrease.

**County Attorney Mike Garcia:** swore in Jesse Lucero.

**County Assessor Jesse Lucero:** I do. I'm not sure with other Counties. I do know that there are many factors that go into the mill rates for it to go up or down. Building new facilities are always one of those. In Torrance County during my first term, we've been very lucky where the mill rates have been lowered. I certainly think we are moving in a positive direction.

**County Attorney Mike Garcia:** swore in Jeremy Oliver.

**Finance Director Jeremy Oliver:** I do.

**Chairman Schwebach:** I would like Mr. Oliver to touch base on what we are looking at for the repayment on this. \$800K from the PILT poll coming online. So, we have committed some of those PILT funds for varies places in the operational expenses. After the commitment to this. How much extra money do we have left with in the general fund?

**Finance Director Jeremy Oliver:** About a little more than a year ago. We did do an Ordinance for extra reserve to be put in place. The only reoccurring PILT money we had which was from the very first agreement, and that was to help support the jail fund. Which was used for part of the Sheriff's operation, and part of housing inmates. So, that kind of solidified that. If not, then it would all have to come from the general fund. We do split the cost with the general fund as it is. The general fund is in whole by itself without these extra PILT dollars coming in. We have used the extra PILT money over the last few years. One is for the initial startup for the EMT. Once they are fully online, we are projecting that will cover the cost for EMT's and potentially for the Fire Department. We've done some one-time project, as well as two years ahead of schedule which met that extra reserve. By not spending it, we have \$1.6 million for any projects the Commission



see fits. For next year we are looking at what is pledge from the PILT would be our loan payment. This is the PILT as a whole, not just the new agreement. Our loan payment and the \$800K for the jail fund, and anything left over is always budgeted as onetime expense. Not so much operational, because we don't want to go beyond our general fund capacity. With the mill rates, it is what our general fund needs to operate. So, we don't want to over increase our general fund operation by using this PILT money. With that we were able to move ahead with some of the restructuring and beefing up our first responders. And with the EMT and the Sheriff Department with the new salary structure. If not, it would have taken a little bit longer to get to that point instead of just jumping to that one big point. Beside that we are not reoccurring any PILT payments, it is all onetime. We have use some for the paving of Riley Rd. this last year and that was part of our grant and part of our matching program. We have used it for patrol vehicles, and some of it was use for improvements for the fair grounds. That is what we are budgeting money from the PILT payment.

**Chairman Schwebach:** So, at the end of the day. Looking through these numbers, and how we are approach this with what's coming down the roads in the next four years. We have been fortunate with extra income.

**Commissioner McCall:** I think it is important to know that after an annual payment on the building. There is still \$883K per year in addition to the annual payments on the loans that can go it to the general fund. We are only touching half of it, so it keeps building the general fund.

**Vice Chair Candelaria:** Jeremy, so this does not hold us back from getting ICIP money from the Legislator right. We can go after ICIP money for the building.

**Finance Director Jeremy Oliver:** Correct. We currently do have some state funding to pay for the programming and the initial design also. It doesn't restrict us for going out for additional funding to end up reducing the potential loans as well. With our PILT and increase GRT we would be able to pay off the loan early and save hundreds of thousands of dollars as well.

**Chairman Schwebach:** Anymore discussion?

**Action Taken:**

**Chairman Schwebach:** made a Motion to conclude the public hearing for Ordinance No 2022-01.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**Chairman Schwebach:** We are now back in regular session.

- A. **COMMISSION:** Motion to adopt Bond Ordinance 2022- 01 , an Ordinance approving a financing represented by the County's \$9,500,000 Revenue Note (PILOT Payments), Series 2022, and approving related documents. (Rob Burpo, First American

Financial Advisors, Inc. and Jill Sweeney/Parker Schenken, Sherman & Howard LLC) (Public Hearing)

**Action Taken:**

**Chairman Schwebach:** Made a Motion to adopt Bond Ordinance 2022- 01, an Ordinance approving a financing represented by the County's \$9,500,000 Revenue Note (PILOT Payments), Series 2022, and approving related documents.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**11. ADOPTION OF RESOLUTION**

- A. **FINANCE:** Motion to approve Resolution 2022- 40, Budget Increases/Transfers to close out Fiscal Year 2022.

**Finance Director Jeremy Oliver:** I have before you a total of five different schedules for this resolution. The first line is for money granted to the County for along the 285 corridors. Schedule B is for the new salary for the new EMT's. Schedule C is for all grants related to put a buffer into some the grants. Schedule D is for reconcile with NMFA. Schedule E is for the General Fund budgets.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Resolution 2022- 40, Budget Increases/Transfers to close out Fiscal Year 2022.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

**12. APPROVALS**

- A. **MANAGER:** Motion to approve Agreement between Torrance County and SunZia for compensation for the proposed 58.3-mile transmission line.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Agreement between Torrance County and SunZia for compensation for the proposed 58.3-mile transmission line.

**Vice Chair Candelaria:** Second the Motion.

**Rob Burpo:** On the June 22<sup>nd</sup> meeting, we presented to you for your consideration. A Community Benefits agreement between the County and SunZia. With your new legal not

have time to review it and asked if he can take a look at it to review and comment on it. With that I would like to defer any comments to Mr. Garcia, so he can talk about his view on this.

**County Attorney Mike Garcia:** I did talk with Mr. Burpo. I went every which way I could to see if I could find anything wrong with it. I did every research I can, and I couldn't find anything wrong with it. So, I give my approval to it.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

- B. MANAGER:** Motion to approve day and overnight use of the Torrance County Park from July 30,2022-August 7, 2022, for the 44<sup>th</sup> Annual Cache La Plew Mountain Man Rendezvous, sponsored by NM Bighorn Gun Club. (Presented by Cassandra Carnes)

**County Manager Janice Barela:** I requested that this Item be place on the agenda. I thought it will be a great opportunity for this group to be able to advertise with what is going on. If the Commissioners approve it. It will be the 44<sup>th</sup> year that they will be holding this event. I was not aware of it until I was in conversation with Ms. Carnes. I ask that Cassandra Carnes come to the podium to present this presentation.

**Cassandra Carnes:** This is the 44<sup>th</sup> annual that we are hoping. It was actually started in 1977 by a small group of people that enjoy black powder shooting. We are hoping to continue with it, it's a wonderful experience for adults as well as children. We always teach safety first. There is no charge for camping and to visit.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve day and overnight use of the Torrance County Park from July 30,2022-August 7, 2022, for the 44<sup>th</sup> Annual Cache La Plew Mountain Man Rendezvous, sponsored by NM Bighorn Gun Club.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

- C. MANAGER:** Motion to approve Memorandum of Understanding between East Torrance Soil and Water Conservation District and Torrance County for use of predetermined portion of the Torrance County Fairgrounds property as a Community Garden.

**Leonard Howell:** this is for all of us, this is for the community. We sponsor this, we put up the materials, and we're putting up the fence so it can be separated. We are working on setting up hours so you can go in and spend a couple of hours and work on the garden, and plant stuff in the garden. We still don't know what this is going to be, but we know what we started with. Just getting the communities out there and spending time with the communities and with each other is a blessing.



**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Memorandum of Understanding between East Torrance Soil and Water Conservation District and Torrance County for use of predetermined portion of the Torrance County Fairgrounds property as a Community Garden.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. MOTION CARRIED.

- D. MANAGER:** Motion to approve three-year extension to lease agreement with the Tajique Land Grant for current location of the Tajique Transfer Station.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve three-year extension to lease agreement with the Tajique Land Grant for current location of the Tajique Transfer Station.

**Vice Chair Candelaria:** second the Motion:

**County Manager Janice Barela:** This is something that was placed on your desk as you arrived this morning. Tajique Land Grant has entered into conversation with the previous executive director of the Solid Waste Authority. That they would enter into a lease agreement for the properties for the transfer station. Instead of being with Torrance County as it currently is. They were trying to work out something for Solid Waste to take over that lease agreement. The president of the land grant Andrew Gutierrez and I have been talking about this, and I feel in the best interest of the residence of that community along with the County for us to stop doing six-month lease extension. And just enter an extension for three years. No terms have been changed from the original lease agreement.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

- E. EMERGENCY MANAGEMENT:** Approval of Emergency Management Performance Grant (EMPG) for \$38,770.50 with a \$38,770.50 match authorizing County Manager Janice Y. Barela to sign the agreement as the jurisdiction signatory official.

**Uzariah Astorga Grant Intern:** I am here today to request an acceptance for the Emergency Management Performance Grant. The EMPG pays for half the salary for the Emergency Staffs. Which include Emergency Manager and Emergency Management Specialist. The award amount is \$38,770.50 and the match amount is \$38,770.50. The award will be coming from the Department of Homeland Security and Emergency Management. We have only received the award letter and not the agreement. Therefor in addition to accept the award we

need you to authorize County Manager Janice Barela to sign the agreement as the signatory official. I stand for any questions.

**Commissioner McCall:** How are we providing the match?

**Grant Manager Cheryl Allen:** We pay for the other half of the Emergency Manager salary and the Emergency Specialist salary.

**Chairman Schwebach:** Which is in the budget Correct?

**Finance Director Jeremy Oliver:** Correct, it comes from the transfer of the general fund.

**Action Taken:**

**Chairman Schwebach:** Made a Motion for the Approval of Emergency Management Performance Grant (EMPG) for \$38,770.50 with a \$38,770.50 match authorizing County Manager Janice Y. Barela to sign the agreement as the jurisdiction signatory official.

**Vice Chair Candelaria:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

F. **SHERIFF:** Motion to approve ratification of JAG Agreement FY21.

**Chairman Schwebach:** Made a Motion to approve ratification of JAG Agreement FY21.

**Commissioner McCall:** Second the Motion.

**Sheriff Martin Rivera:** This is a returning grant that we have. We had JAG last year and the amount is less this year. It helps us a lot with salaries for over time, and purchase of equipment that we need.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

G. **DWI PREVENTION:** Motion to approve Amendment of Torrance County DWI Planning Bylaws as follows: In Article III Membership, to add, "k. Fiscal Agent. One voting member shall represent Torrance County, which serves as a fiscal agent for the Torrance County DWI Prevention Program".

**Tracey Master DWI Prevention Coordinator:** in your packet, there should be a copy of the Bylaws that were approved for the 2020 DWI Planning Council. For the guidelines provided by the Department of Finance and Administration local government Division Special Program Bureau LDWI. Planning councils are required in each community, and the representation on the planning council can or is to be made up of different sectors or different organizations.

The membership of the Torrance County DWI Planning Council includes members from the following sectors. Law Enforcement, school substance treatment, Faith Community Health Council, community members of large court, compliance monitor of probation, NMDOH, and the Media. It was an oversight not to include representation from the governing body which oversee the planning council. By providing sub-section "K" that states as a chairman physical member shall represent Torrance County. Which serve as a physical agent for the Torrance County DWI Prevention Program. This would make this planning council full in line with the County Board. I am requesting for your approval for this addition. I will not be here at the next meeting, but I will be at the following meeting in August for your approval of the members.

**Chairman Schwebach:** How do you get the members? How do you comprise this? I understand that the Commission Approves them.

**Tracey Master DWI Prevention Coordinator:** I Beg for people to participate. I reach out and beg people. I send out emails, and I make telephone calls. Our planning council does not have representation from all of these section that are listed from A thru J. everyone is so busy now than before that's why it is so difficult to add another one to their schedule. We currently have representation from Edgewood, Estancia, Moriarty, and Mountainair Communities at large. We currently have representation from police departments and law enforcements.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve Amendment of Torrance County DWI Planning Bylaws as follows: In Article III Membership, to add, "k. Fiscal Agent. One voting member shall represent Torrance County, which serves as a fiscal agent for the Torrance County DWI Prevention Program".

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted. All Commissioners in Favor. **MOTION CARRIED.**

**H. PURCHASING:** Motion to approve the FY 2022 Capital Asset Certification.

**Chief Procurement Officer Noah Sedillo:** Before you, you have the annual Capital Asset inventory and Certifications. Which is part of the financial statement that we need to conduct per our audit that will be coming up for FY22. Also, it is in conjunction NMSA 12-6-10A which is required to do an annual certification of our asset from \$5K upward. That is in conjunction with our policies that we have for our capital asset. Finance Director and I delegated some of this works for the departments with existing asset, and also with asset that were purchase this year. Per our policy we have to received them here at either County Admin or make arrangement to put as such. So, with that you have before you the FY22 Capital Asset Inventory Certification.

**Action Taken:**

**Chairman Schwebach:** Made a Motion to approve the FY 2022 Capital Asset Certification.

**Commissioner McCall:** Second the Motion.

**Roll Call Vote:** District 1 Voted Yes, District 2 Voted Yes, District 3 Voted Yes. All Commissioners in Favor. **MOTION CARRIED.**

13. **DISCUSSION**

A. **MANAGER'S REPORT**

**County Manager Janice Barela:** We do have some vacancies still to be fill in the County. We would love for people to be part of our great staff. I would like to announce some of those, in case any of those that are listening and are in the audience that would be interest in joining our great team. We do have four position available in Dispatchers and 911 Operators/Communication Specialist. We are looking for somebody from Mountainair High School to come work for Torrance County as part of the Student Work Study Program. We have applicants out of Estancia and Moriarty, but we don't have any applicant from Mountainair High School. This is for Seniors only. We also have three EMS Lieutenants position available. We have two Equipment Operators position available. One EMT Fire Fighter position available. One Animal Control Officer position, One Machinic Operator position, and at least one Sheriff Deputy position open. If anybody that is interest in becoming a part of those departments, please make sure you put it for that. We also have a position of a Clerical Float available, basically the position will allow you to be call as a substitute to come in and work at any of the offices that needs additional assistance. That is all I have

B. **COMMISSIONERS' REPORTS**

1) **Commissioner McCall, District 1**

**Commissioner McCall:** There was some questions today on where we sit with the County Fair Building. There has been a architect that has been contacted, and I will get with Deputy Manager Juan Torres about getting the rolling on that. If you'll recall a few meetings ago you guys gave me the lead to start working on the design. I am kind of like the point person on the Pattern on this next project that is being discuss. Rob Burpo has been a huge asset. We have purpose Pattern Energy with an escalator clause due to inflation, and they have met not all of our needs, but have increase another \$7Million over 30 years just by asking. I think pattern is trying very hard to become a great partner. So, when the project if it were to go in 2026, and the new project come online. There will be a onetime funding of \$13Million.

**County Manager Janice Barela:** That is correct. Torrance County will receive approximately \$8Million.

**Commissioner McCall:** So, we a 60/40 split with the schools.

**Chairman Schwebach:** Why is it different on this project? What was the negotiation?

**Commissioner McCall:** Because it was a four-year project, and the time started clicking at the first year of the projects. Then once it's closes, it catches us up to the thirty years paid out. So, when Rob came to the committee and said we can do a permanent fund where we can put that \$8Million in a permanent fund that pays out over the next thirty years with interest. I like that, part of me want to give something nice to us in the future. But I other thoughts was to take that \$8Million and slap it right down on that Administration Building, and almost have a free and clear Administration Building with that one-time fund from the windmills.

**Chairman Schwebach:** This will be in 2026?

**Commissioner McCall:** Correct. This will be in 2026.

**Chairman Schwebach:** Is this still in negotiation or is this something ready to be sign?

**County Manager Janice Barela:** We are at the place where the finial documents are be drafted. This negotiation has ceased as far as all the terms has been agreed upon. It won't be long I'm thinking around late August or early September that the official documents will come before you for the IRB for it to be finalize.

**Commissioner McCall:** We have to get started on this youth center. There is nothing better to invest in than our youth. We need to figure out what it's going to cost to own and operate that youth center, but I think it is worth something that we need to do. With that Mr. Chairman I am done with my report.

## 2) Commissioner Schwebach, District 2

**Chairman Schwebach:** There were some other public comments in regard to our kids, and what has happened with these Covid lock downs. I agree with moving forward this County Fair and pushing it hard. Letting these kids know that there is something more the being locked up in their room. I also want to point out that the City of Moriarty is working with Moriarty FFA. They're doing movie nights. I'd attended last week, and it was pretty cool. I encourage people to go there is no charge for it. FFA are managing concession stands and is very family oriented. It is at the park across from Circle K. It starts at sundown. It was encouraging to see these young kids get out there and be involve. The last thing I want to touch on. I think there is no secrets with this canvassing in this last election. I believe truthfully that it is a lot of induvial that are voicing their concerns. I'll say it again, I do have concerns. How do you go about identifying them and correcting it? A lot of time it feels like you are a drop in the pond. I don't think that's what our government as a whole has intend it to be. Our founding father knew that they need to be some form of government for society. What does the government do, and where does it overstep its bounds? With this Commission, the majority of our works is financial responsibility with taxpayer dollars.

## 3) Commissioner Candelaria, District 3

**Vice Chair Candelaria:** I just wanted to reiterate on what both Commissioners have said. 4H, FFA are hands on experience, they are not sitting in the classrooms pushing little buttons. When you get hands on experience you will get better quality in a person. I think Torrance County is going in the right direction, and I think we are one of the best County in New Mexico. Sure, we have problems. What we are doing what we think is right. I think that's the



only way we can proceed in making this County better and hoping it'll be better than when we found it. That's the whole principle of all things.

**14. EXECUTIVE SESSION – NONE**

**15. Announcement of the next Board of County Commissioners Meeting: July 27, 2022**

**16. SIGNING OF OFFICIAL DOCUMENT**

**17. ADJOURN**

**Action Taken:**

**Chairman Schwebach:** Made a Motion to Adjourn Regular Commission Meeting.

**Vice Chair Candelaria:** Second the Motion.

**Meeting is adjourned at 12:00PM**

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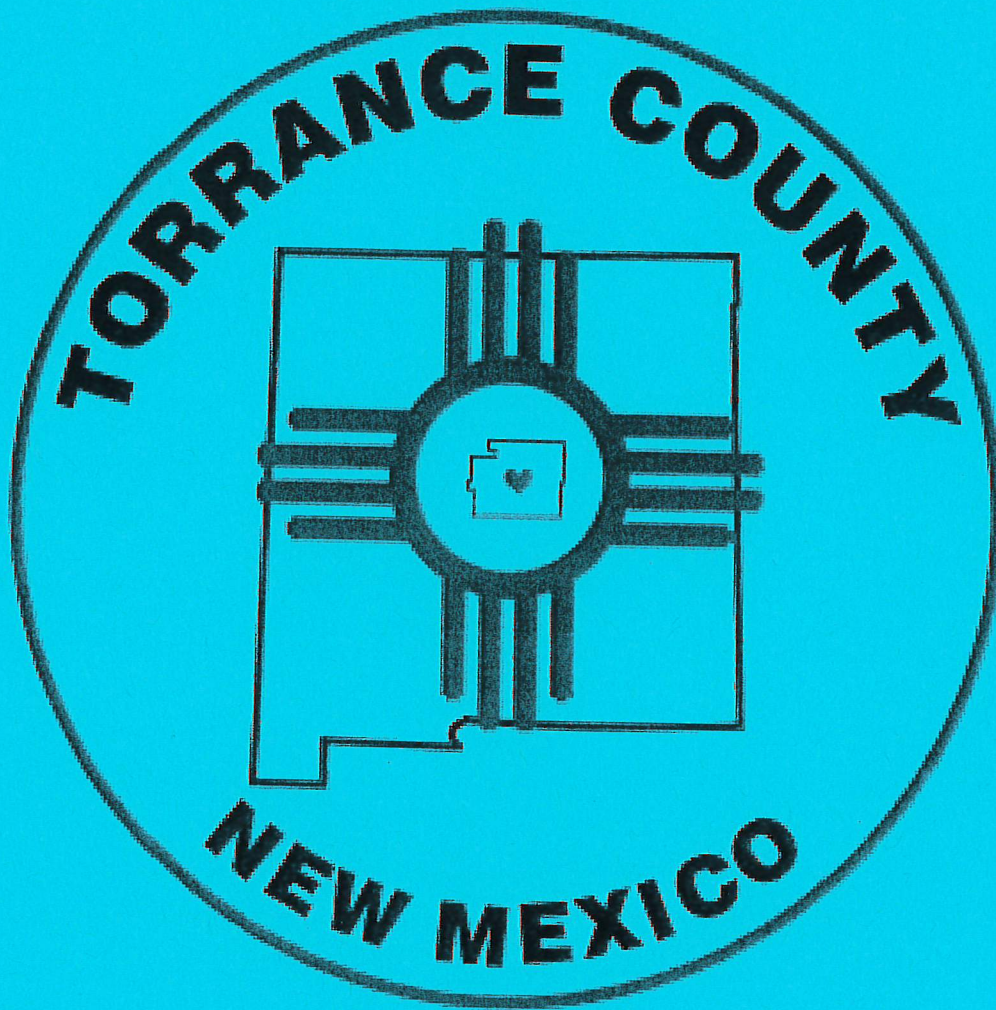
Ryan Schwebach – Chairman

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Kevin Pham – Admin Assistant

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Date



*Agenda Item*  
*No. 9-A*

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 \$480,764.15 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 07/20/2022. 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 ACCOUNT 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

Kevin McCall

LeRoy M. Candelaria

Ryan Schwebach

Yvonne Otero

ATTEST BY

THE UNDESIGNED 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



Torrance County, NM

# Check Report

By Check Number

Date Range: 07/06/2022 - 07/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
129	MORIARTY, CITY OF	07/06/2022	Regular	0.00	750.00	121632
129	MORIARTY, CITY OF	07/20/2022	Regular	0.00	-750.00	121632
5307	NUBE GROUP	07/06/2022	Regular	0.00	17.74	121633
1220	CARROT-TOP INDUSTRIES	07/14/2022	Regular	0.00	189.34	121634
1232	CORECIVIC INC.	07/14/2022	Regular	0.00	92,169.88	121635
2293	DIRECT CREMATION AND BURIAL SERV	07/14/2022	Regular	0.00	600.00	121636
50	EMW GAS ASSOCIATION	07/14/2022	Regular	0.00	1,269.94	121637
	**Void**	07/14/2022	Regular	0.00	0.00	121638
51	ESTANCIA, TOWN OF	07/14/2022	Regular	0.00	1,680.13	121639
2555	EVSWA	07/14/2022	Regular	0.00	14,454.64	121640
3587	HOMESTEAD WATER CO.	07/14/2022	Regular	0.00	29.42	121641
4846	HORIZONS OF NEW MEXICO	07/14/2022	Regular	0.00	22.18	121642
2291	LOBO INTERNET SERVICES LTD	07/14/2022	Regular	0.00	137.50	121643
2291	LOBO INTERNET SERVICES LTD	07/14/2022	Regular	0.00	155.00	121644
2291	LOBO INTERNET SERVICES LTD	07/14/2022	Regular	0.00	625.00	121645
3790	NADCP	07/14/2022	Regular	0.00	45.00	121646
4664	NM HUMAN SERVICES DEPARTMENT	07/14/2022	Regular	0.00	945.00	121647
5307	NUBE GROUP	07/14/2022	Regular	0.00	96,966.05	121648
4651	PERINATAL ASSOCIATES	07/14/2022	Regular	0.00	118.62	121649
2015	PLATEAU WIRELESS	07/14/2022	Regular	0.00	535.00	121650
317	PRESBYTERIAN KASEMAN HOSPITAL	07/14/2022	Regular	0.00	2,271.29	121651
107	QWEST CORPORATION	07/14/2022	Regular	0.00	153.00	121652
107	QWEST CORPORATION	07/14/2022	Regular	0.00	65.57	121653
107	QWEST CORPORATION	07/14/2022	Regular	0.00	123.60	121654
107	QWEST CORPORATION	07/14/2022	Regular	0.00	238.73	121655
107	QWEST CORPORATION	07/14/2022	Regular	0.00	250.25	121656
107	QWEST CORPORATION	07/14/2022	Regular	0.00	539.87	121657
107	QWEST CORPORATION	07/14/2022	Regular	0.00	62.92	121658
107	QWEST CORPORATION	07/14/2022	Regular	0.00	339.21	121659
107	QWEST CORPORATION	07/14/2022	Regular	0.00	66.06	121660
107	QWEST CORPORATION	07/14/2022	Regular	0.00	268.64	121661
107	QWEST CORPORATION	07/14/2022	Regular	0.00	132.12	121662
107	QWEST CORPORATION	07/14/2022	Regular	0.00	191.36	121663
107	QWEST CORPORATION	07/14/2022	Regular	0.00	37.59	121664
107	QWEST CORPORATION	07/14/2022	Regular	0.00	121.73	121665
107	QWEST CORPORATION	07/14/2022	Regular	0.00	270.42	121666
5426	SENERGY PETROLEUM, LLC	07/14/2022	Regular	0.00	113.94	121667
3498	WESTERN TRAILS VETERINARY INC.	07/14/2022	Regular	0.00	2,670.98	121668
1097	ESTANCIA, TOWN OF	07/18/2022	Regular	0.00	323.60	121669
3207	AIRGAS USA LLC	07/20/2022	Regular	0.00	162.00	121670
66	ALBUQUERQUE PUBLISHING CO.	07/20/2022	Regular	0.00	161.51	121671
4964	AT & T MOBILITY LLC	07/20/2022	Regular	0.00	53.33	121672
859	BOUND TREE MEDICAL, LLC	07/20/2022	Regular	0.00	8,945.43	121673
4430	CATERPILLAR FINANCIAL SVCS CORP.	07/20/2022	Regular	0.00	136.00	121674
4430	CATERPILLAR FINANCIAL SVCS CORP.	07/20/2022	Regular	0.00	1,782.94	121675
5416	CRYSTAL SPRINGS	07/20/2022	Regular	0.00	116,958.63	121676
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	67.43	121677
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	547.45	121678
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	270.84	121679
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	324.03	121680
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	333.05	121681
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	14.59	121682
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	14.43	121683
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	284.41	121684

Check Report

Date Range: 07/06/2022 - 07/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	367.82	121685
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	408.74	121686
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	149.40	121687
4383	DE LAGE LANDEN FINANCIAL SERVICE	07/20/2022	Regular	0.00	15.04	121688
4705	DOUBLE H AUTO	07/20/2022	Regular	0.00	37.05	121689
3456	GUSTIN HARDWARE INC.	07/20/2022	Regular	0.00	67.91	121690
3456	GUSTIN HARDWARE INC.	07/20/2022	Regular	0.00	35.99	121691
3456	GUSTIN HARDWARE INC.	07/20/2022	Regular	0.00	134.99	121692
3456	GUSTIN HARDWARE INC.	07/20/2022	Regular	0.00	288.18	121693
214	HART'S TRUSTWORTHY HARDWARE	07/20/2022	Regular	0.00	72.16	121694
3695	HYDRO RESOLUTIONS LLC	07/20/2022	Regular	0.00	87.26	121695
4892	INTELLICHOICE, INC	07/20/2022	Regular	0.00	1,420.92	121696
129	MORIARTY, CITY OF	07/20/2022	Regular	0.00	8,324.55	121697
1139	MOUNTAINAIR, TOWN OF	07/20/2022	Regular	0.00	3,530.56	121698
25	NM COUNTY INSURANCE AUTHORITY	07/20/2022	Regular	0.00	278.98	121699
3967	NMAC HUMAN RESOURCE AFFILIATE	07/20/2022	Regular	0.00	105,262.00	121700
5307	NUBE GROUP	07/20/2022	Regular	0.00	50.00	121701
5307	NUBE GROUP	07/20/2022	Regular	0.00	168.44	121702
3858	PRESBYTERIAN MEDICAL SERVICES	07/20/2022	Regular	0.00	127.61	121703
3859	PRUDENTIAL OVERALL SUPPLY	07/20/2022	Regular	0.00	7,502.00	121704
3859	PRUDENTIAL OVERALL SUPPLY	07/20/2022	Regular	0.00	138.87	121705
3859	PRUDENTIAL OVERALL SUPPLY	07/20/2022	Regular	0.00	138.87	121706
3859	PRUDENTIAL OVERALL SUPPLY	07/20/2022	Regular	0.00	56.65	121707
5572	RAH INTERNATIONAL, LLC	07/20/2022	Regular	0.00	56.65	121708
215	RICH FORD SALES	07/20/2022	Regular	0.00	1,320.88	121709
3462	SAMBA HOLDINGS, INC.	07/20/2022	Regular	0.00	166.99	121710
5335	SOUTHERN TIRE MART	07/20/2022	Regular	0.00	217.95	121711
178	U.S. POSTMASTER	07/20/2022	Regular	0.00	392.10	121712
2858	WASTE MANAGEMENT OF NM INC.	07/20/2022	Regular	0.00	130.00	121713
810	WILLARD, VILLAGE OF	07/20/2022	Regular	0.00	1,474.85	121714
				0.00	83.35	121715

Bank Code Main Checking Summary

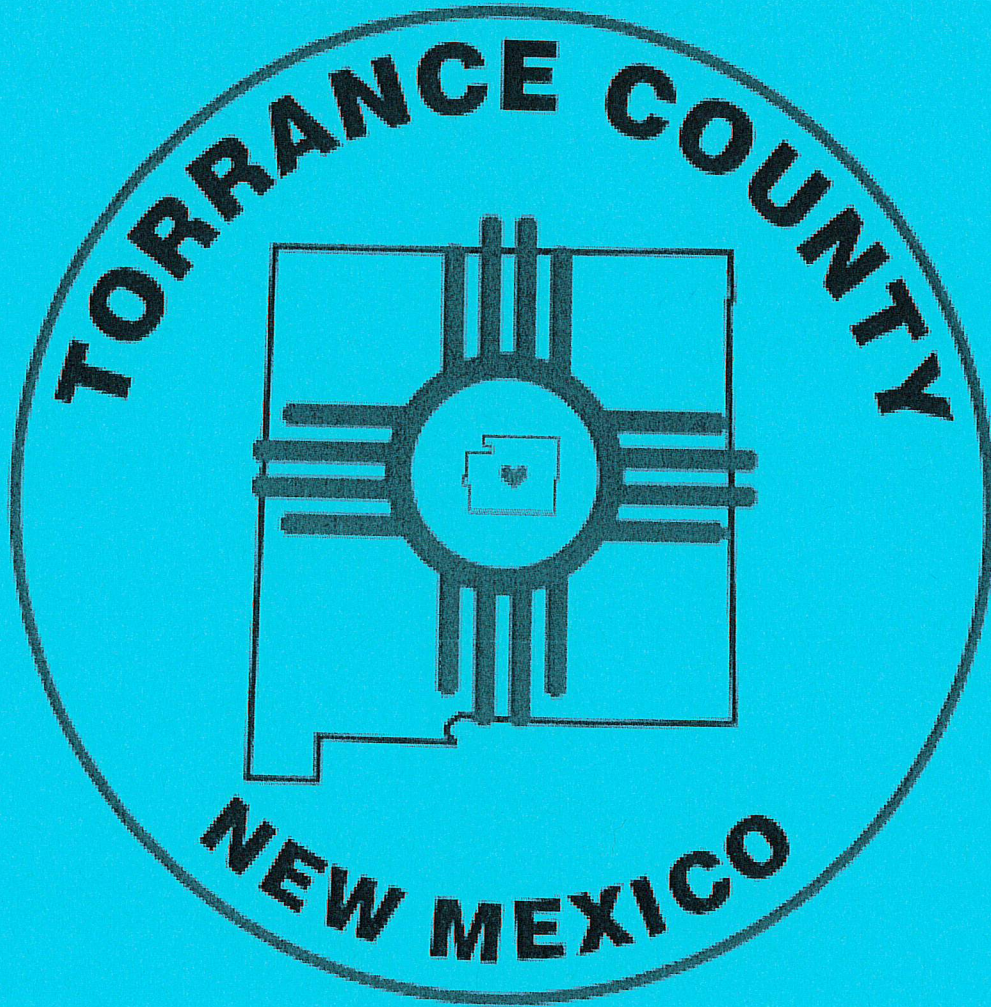
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	114	83	0.00	481,514.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-750.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
<b>Total</b>	<b>114</b>	<b>85</b>	<b>0.00</b>	<b>480,764.15</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	114	83	0.00	481,514.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-750.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>114</b>	<b>85</b>	<b>0.00</b>	<b>480,764.15</b>

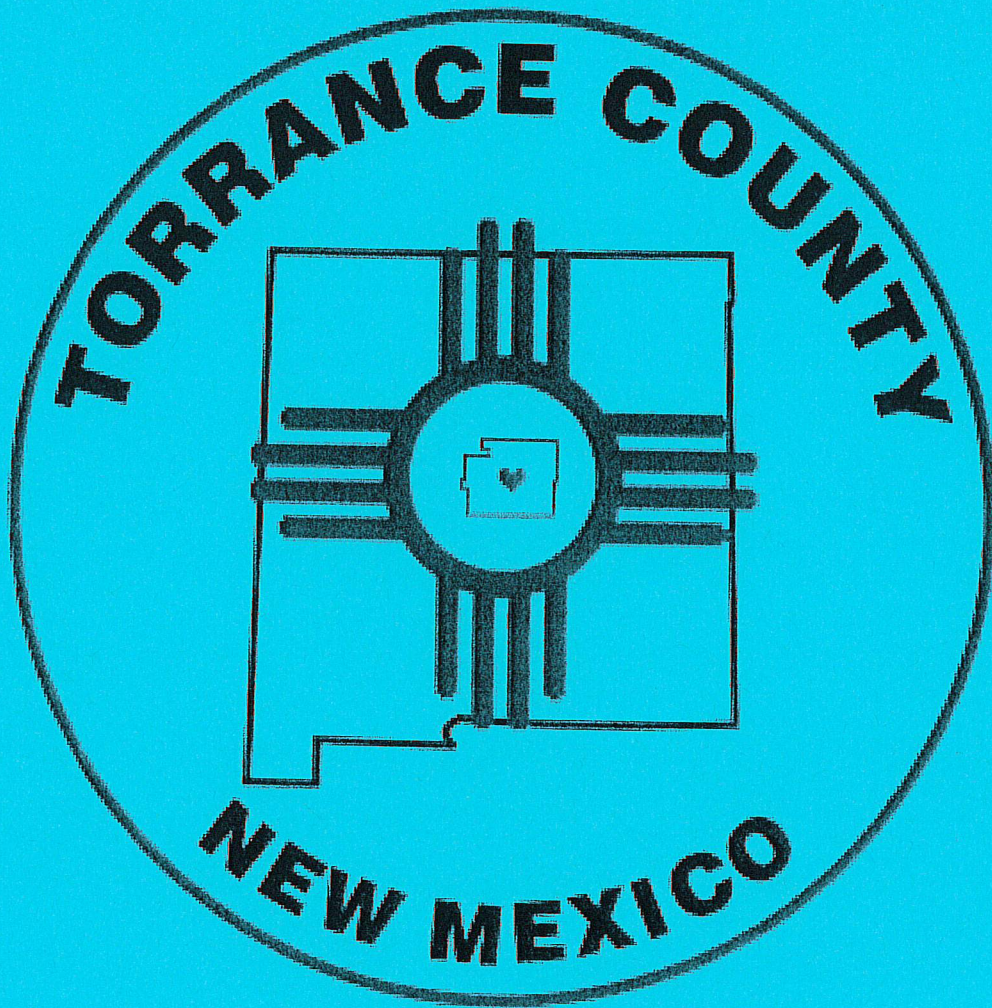
### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2022	480,764.15
			<b>480,764.15</b>



*Agenda Item  
No. 10*





*Agenda Item  
No. 11-A*

**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2022-\_\_\_\_\_**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT  
PURCHASE AND EQUIP EMERGENCY MEDICAL SERVICE VEHICLES  
FOR THE TORRANCE COUNTY FIRE DEPARTMENT  
22-G3048**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 30, the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

**WHEREAS**, the DFA/LGD is granting to Grantee funding not to exceed Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (\$382,236.00) to purchase and equip emergency medical services vehicles for the county fire department in Torrance County, and

**WHEREAS**, the DFA/LGD has submitted an agreement to Grantee for acceptance.

**NOW, THEREFORE BE IT RESOLVED** by the governing body of TORRANCE COUNTY that Grantee agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Juan Torres, Deputy County Manager, or successor, is authorized on behalf of the Grantee to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

**DONE THIS 27<sup>rd</sup> DAY OF July, 2022.**

**APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

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

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

\_\_\_\_\_  
LeRoy M. Candelaria, Vice Chair, District 3

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

**ATTEST:**

\_\_\_\_\_  
Yvonne Otero, County Clerk

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

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Torrance County**, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 30, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**22-G3048                      \$382,236.00                      APPROPRIATION REVERSION DATE: 30-JUN-2024**  
**Laws of 2022, Chapter 53, Section 30, Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (\$382,236.00) to purchase and equip emergency medical services vehicles for the county fire department in Torrance County.**

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **Torrance County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Torrance County**’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

Torrance County  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

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

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

Its: Division Director

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Project Manager \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

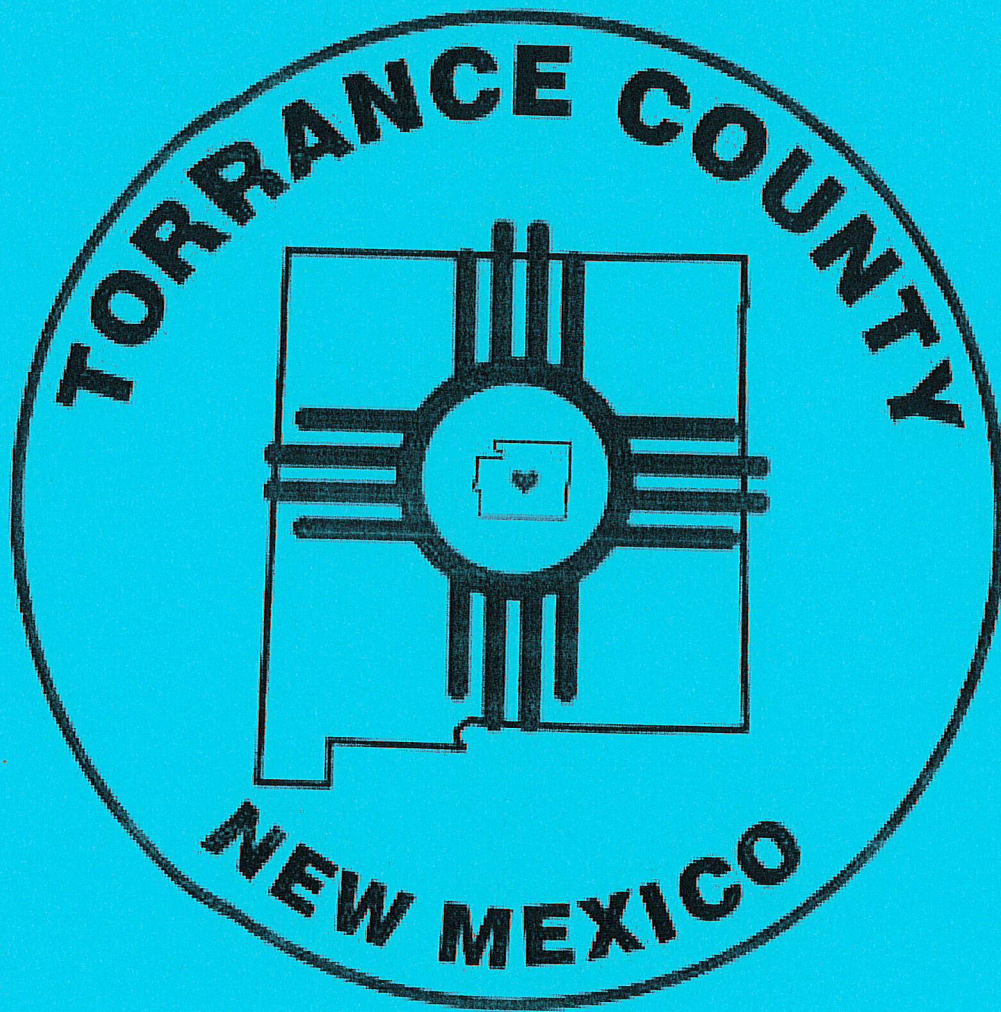
Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_ Project Manager

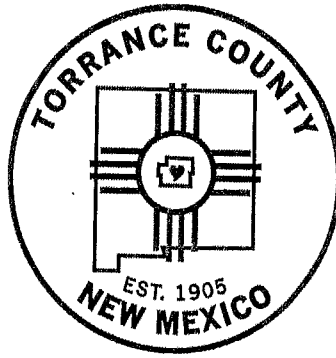
Signature: \_\_\_\_\_

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

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



*Agenda Item  
No. 11-B*



***TORRANCE COUNTY***  
**RESOLUTION # 2022-**

**WHEREAS**, the Governing Body in and for the County of Torrance, has reviewed the Fourth Quarter Report for Fiscal Year 2021-2022, and;

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

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

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

**DONE** at Estancia, New Mexico, Torrance County this 27<sup>th</sup> day of July 2022.

**Approved as to Form Only:**

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**Michael I. Garcia**  
County Attorney

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

**Attest:**

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

\_\_\_\_\_  
**Yvonne Otero**  
County Clerk

\_\_\_\_\_  
**LeRoy M. Candelaria, District 3**

# Report Recap for Fiscal Year 2021-2022 - FY2022 Q4 - Torrance County

Budgets > Reports > Items / Files / Recap



Show 100 entries

Search:

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance	My Comments	Unread	Actions
11000 General Operating Fund	4,196,389.00	0.00	11,798,466.36	-2,275,157.95	7,342,935.82	0.00	6,376,761.59	1,835,733.96	4,541,027.63	0	0	Actions
20100 Corrections	1,409.00	0.00	140,052.04	1,600,000.00	1,572,253.37	0.00	169,207.67	0.00	169,207.67	0	0	Actions
20200 Environmental	0.00	0.00	344,528.54	0.00	342,315.74	0.00	2,212.80	0.00	2,212.80	0	0	Actions
20300 County Property Valuation	83,994.00	0.00	124,366.57	-23,474.00	84,921.02	0.00	99,965.55	0.00	99,965.55	0	0	Actions
20400 County Road	439,162.00	0.00	1,090,363.49	936,617.63	2,167,446.90	0.00	298,696.22	180,620.57	118,075.65	0	0	Actions
20600 Emergency Medical Services	155,832.00	0.00	14,814.00	297,665.00	446,406.37	0.00	21,904.63	0.00	21,904.63	0	0	Actions
20700 E-911 Fund	596,949.00	0.00	1,319,991.32	-48,065.00	946,784.22	0.00	922,091.10	0.00	922,091.10	0	0	Actions
20800 Farm & Range	10,155.00	0.00	1,470.46	32,250.00	34,077.50	0.00	9,797.96	0.00	9,797.96	0	0	Actions
20900 Fire Protection	799,531.00	0.00	2,615,397.96	-20,902.00	843,614.26	0.00	2,550,412.70	0.00	2,550,412.70	0	0	Actions
21100 Law Enforcement Protection	0.00	0.00	29,000.00	0.00	12,520.07	0.00	16,479.93	0.00	16,479.93	0	0	Actions
21800 Intergovernmental Grants	520,681.00	0.00	2,636,719.97	-99,547.93	2,351,029.24	0.00	706,823.80	0.00	706,823.80	0	0	Actions



LGEMS



21900 Senior Citizens	6,451.00	0.00	0.00	10,000.00	9,999.96	0.00	6,451.04	0.00	6,451.04	0	0	ACTIONS
22000 Indigent Fund	479,297.00	0.00	315,288.15	-50,000.00	608,810.04	0.00	135,775.11	0.00	135,775.11	0	0	ACTIONS
22200 County Fire Gross Receipts Tax	283,878.00	0.00	0.00	115,000.00	298,538.61	0.00	100,339.39	0.00	100,339.39	0	0	ACTIONS
22300 DWM Fund	55,691.00	0.00	230,179.29	-25,000.00	247,964.65	0.00	12,905.64	0.00	12,905.64	0	0	ACTIONS
22500 Clerks Recording & Filing Fund	45,053.00	0.00	27,313.00	0.00	23,571.42	0.00	48,794.58	0.00	48,794.58	0	0	ACTIONS
24200 Local PILT (Payment In Lieu of Taxes)	223,999.00	0.00	3,814,499.40	-2,161,988.70	0.00	0.00	1,876,509.70	0.00	1,876,509.70	0	0	ACTIONS
25000 Forest Reserve - Title III	181,134.00	0.00	10,447.63	0.00	0.00	0.00	191,581.63	0.00	191,581.63	0	0	ACTIONS
26000 American Rescue Plan Act	1,501,559.00	0.00	1,501,559.00	0.00	152,100.48	0.00	2,851,017.52	0.00	2,851,017.52	0	0	ACTIONS
29900 Other Special Revenue	766,652.00	0.00	24,140,628.32	63,316.41	24,353,901.06	0.00	616,695.67	0.00	616,695.67	0	0	ACTIONS
30300 State Legislative Appropriation Project	256,064.00	0.00	211,820.60	75,000.00	502,391.41	0.00	40,493.19	0.00	40,493.19	0	0	ACTIONS
30500 Gross Receipts Tax Proceeds Project	150,933.00	0.00	0.00	1,135,000.00	936,144.83	0.00	349,788.17	0.00	349,788.17	0	0	ACTIONS
30600 NMFA Project	1,373.00	0.00	0.00	0.00	0.00	0.00	1,373.00	0.00	1,373.00	0	0	ACTIONS
40100 General Obligation Bond Debt Service	133,181.00	0.00	116,338.61	0.00	113,556.26	0.00	135,963.35	0.00	135,963.35	0	0	ACTIONS

LGBMS

40400 NIMFA Loan Debt Service	170,171.00	0.00	488,157.91	415,812.54	1,066,689.42	0.00	7,452.03	0.00	7,452.03	0	0	Actions
49900 Other Debt Service	0.00	0.00	0.00	23,474.00	23,474.00	0.00	0.00	0.00	0.00	0	0	Actions
<b>Totals</b>	<b>11,059,538.00</b>	<b>0.00</b>	<b>50,971,402.62</b>	<b>0.00</b>	<b>44,481,446.65</b>	<b>0.00</b>	<b>17,549,493.97</b>	<b>2,016,354.53</b>	<b>15,533,139.44</b>			

Showing 1 to 27 of 27 entries

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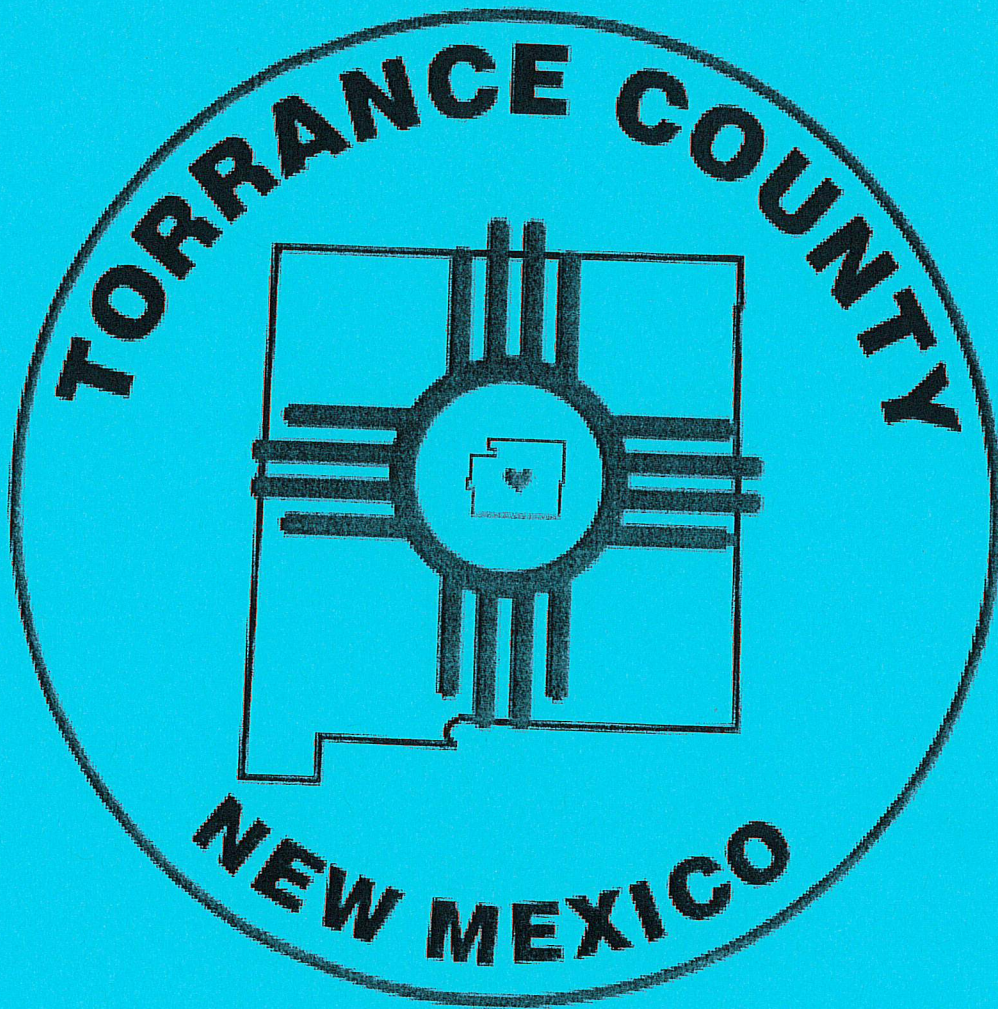
Torrance County  
 TREASURER'S FINANCIAL REPORT FUND SUMMARY  
 Reported as of THURSDAY JUNE 30, 2022

	Begin-Fiscal Balance	Yearly Cash		Yearly Cash		TRACY Disbursement	TOTAL
		Receipts	Transfer-out	Transfer-in	Cash		
COUNTY FUNDS							
GENERAL FUND 401	4,196,388.97	11,798,466.36	3,935,894.54-	1,660,736.59-	7,342,935.82	6,376,761.56	
ROAD FUND 402	439,162.14	1,090,363.49		936,617.63-	2,167,446.90	298,696.36	
FARM AND RANGE FUND 403	10,155.25	1,470.46		32,250.00-	34,077.50	9,798.21	
CR A085 DEVELOPER FEE 404	1,642.17					1,642.17	
DISTRICT 5 VFD NE TORR 405	118,754.80	154,985.53	16,085.00-		186,391.77	71,263.56	
DISTRICT 2 VFD IND HILLS 406	244,534.11	150,533.17			58,198.56	336,868.72	
DISTRICT 1 VFD DURAN 407	173,652.87	56,978.28			16,967.25	213,663.90	
DISTRICT 3 VFD MCINTOSH 408	100,347.62	141,996.59	4,817.00-		155,236.73	82,290.48	
DISTRICT 4 VFD TORREON 409	48,920.28	56,967.20			15,278.09	90,609.39	
LAW ENFORCEMENT PROTECT 410		29,000.00			12,520.07	16,479.93	
FIRE POOL FUND 411	283,878.26			115,000.00-	298,538.61	100,339.65	
COUNTY FAIR FUND 412	36,929.15	247,969.30		6,000.00-	252,885.13	38,013.32	
FIRE ADMINISTRATION FUND 413	44,760.66	80,927.00			69,111.48	56,576.18	
INDIGENT HEALTH CARE 414	479,297.29	315,288.15	200,000.00-	150,000.00-	608,810.04	135,775.40	
EMERGENCY MEDICAL SERV. 415	23,456.50	14,814.00			16,360.49	21,910.01	
FIRE/EMS 416	132,380.88			297,665.00-	430,045.88		
DISTRICT 6 VFD WILLARD 418	77,338.88	80,927.00			17,430.38	140,835.50	
EVSWA CONTRACT 419	150,468.02				114,122.34	36,345.68	
JAIL FUND 420	1,408.72	140,052.04		1,600,000.00-	1,572,253.37	169,207.39	
ENVIRONMENTAL GRT FUND 423		344,528.54			342,315.74	2,212.80	
GO BOND PROCEEDS 424							
ANGEL ARMOR 425		11,127.00			11,127.00		
WEPF FUND 427	400.00	12,551.48			12,000.00	951.48	
VOLUNTEER RECRUIT/RET 428	39,112.90			80,000.00-	74,934.83	44,178.07	
STATE ANIMAL CARE FUND 429							
ANIMAL SHELTER FUND 430	3,032.38	560.00				3,592.38	
CARROL PETRIE FOUNDATION 431		25,000.00				25,000.00	
FINANCE FUND 450	316.52	290.36				606.88	
GO BOND DEBT SERV 2016 562	133,180.67	116,338.61			113,556.26	135,963.02	
SAFETY PROGRAM 600	29,366.17	16,318.38		12,544.00-	19,102.17	39,126.38	
DWI HRT PROGRAM 602							
CIVIL DEFENSE FUND 604	12,680.32			48,400.00-	45,782.13	15,298.19	
DWI GRANT PROGRAM 605	53,691.29	230,179.29	45,000.00-	20,000.00-	247,964.65	12,905.93	
DWI SCHOOL 606	1,162.59	918.00			1,219.44	861.15	
DWI SMART CHOICE RIDE 607	11,773.89	225.00			1,000.00	10,998.89	
DWI SCREENING FEES 608	2,845.30	1,500.00			1,644.96	2,700.34	
TREASURER'S FEE FUND 609	4,337.81	21,725.29			18,926.01	7,138.09	
PROPERTY VALUATION FUND 610	83,993.85	124,366.57	23,474.00-		84,921.02	99,965.40	
CLERK'S EQUIPMENT FUND 612	45,052.40	27,313.00			23,571.42	48,793.98	
REPCA GRANT 616	11,016.40	97,024.00			97,024.00	11,016.40	
COMPLETE COUNT GRANT 617							
CNTY INFRASTRUCTURE GRT 620	150,274.76			1,135,658.10-	936,144.83	349,788.03	
CAPITAL OUTLAY GRT FUND 621	658.10		658.10-				
COVID-19 ELECTION GRANT 623							
NMFA GRANT FUND 626							
FIRE PROTECTION GRANT 627		1,892,083.19			325,000.00	1,567,083.19	
RECYCL/ILLEGAL DUMPING 628	14,979.40		14,979.40-				
TRANSPORTATION EJCT FUND 629		2,228,729.45			117,302.00-	1,876,164.07	469,867.38
ESPERANZA MEDICAL CLINIC 630	3,199.16				3,199.16		
SENIOR CITIZENS 631	6,451.23			10,000.00-	9,999.96	6,451.27	
LOAN PROCEEDS 632							
NMFA LOAN PROCEEDS 633							
COURT FORFEITURE FUND 634	13,739.07	11,660.50	1,732.59-		9,200.91	14,466.07	
JUVENILE JUSTICE GRANT 635	53,858.36	69,496.35			75,776.97	47,577.74	
DEPT SERVICE FUND 636	162,764.31	488,157.91		439,286.54-	1,090,163.42	45.34	
WIND FULT FUND 641	223,999.48	3,814,499.40	2,483,109.00-	321,120.30-		1,076,510.18	
INVESTMENT INTEREST 642	290,304.01	16,628.07			1,538.47	305,393.61	
ESTANCIA BASIN WATER BRD 650	10,202.44	18,250.00			5,722.51	22,729.93	
RURAL ADDRESSING FUND 675	87,895.38		87,895.00-			0.38	
P&Z COURT FEES FUND 685	38,963.64	1,544.00		6,000.00-		46,507.64	
DOMESTIC VIOLENCE GRANT 690	67,256.42	49,418.63		46,500.00-	67,708.33	95,466.72	
DV VICTIM SUPPORT 691	28,771.12	1,859.00			2,825.82	27,804.30	
CYFD ARP 692				5,000.00-	4,603.74	396.26	
FOREST RESERVE FUND 693	181,134.10	10,447.63				191,581.73	
HOTA TASK FORCE 801	2,475.61	5,314.32			1,711.35	6,078.58	
US MARSHAL JLBO FUND 802	15,173.72	11,275.32			15,243.82	11,205.22	
LEGISLATIVE APPROPRIAT 803	256,063.62	211,820.60		75,000.00-	502,391.41	40,492.81	
DRUG EDUCATION FUND 804	1,171.26				1,171.26		
TRAFFIC SAFETY GRANT 805	4,477.59	5,926.18			7,375.39	3,028.38	
TEEN COURT FUND 807	1,712.69	29.00			62.57	1,679.12	



Torrance County  
 TREASURER'S FINANCIAL REPORT FUND SUMMARY  
 Reported as of THURSDAY JUNE 30, 2022

	Begin-Fiscal Balance	Yearly Cash		Yearly Cash		Yearly Cash		TOTAL
		Receipts	Transfer-out	Transfer-in	Disbursement	TRACY	TRSR2A	
FOREST SERVICE GRANT 808	3,378.90			2,000.00-	4,902.86			476.04
JAG GRANT 810		16,868.82		25,000.00-	40,380.27			1,488.55
NMPED SHEL 818	31,847.00	57,494.27	34,000.00-	35,000.00-	84,096.70			6,244.57
ICE INMATE CARE 825	45.32	23,801,150.42				23,800,563.35		632.39
NMDHLS EMFG 826	5,297.19	27,221.57		32,388.00-	49,539.15			15,367.61
NMDHLS FY20 HLS GRANT 827								
NMDOH CITIES READINESS 829	5,417.93	7,000.00						
DISASTER-PUBLIC ASSIST 830	74,345.05	12,272.58	86,617.63-		2,815.81			9,602.12
DOG HEAD FIRE 834								
COVID 19 835	227,700.68		227,140.90-		559.78			
AMERICAN RESCUE ACT 836	1,501,559.00	1,501,559.00						
EMERGENCY 911 FUND 911	596,948.73	1,319,991.32	248,065.00-	200,000.00-	152,100.48	946,784.22		2,851,017.52
TOTAL COUNTY FUNDS	11,059,504.33	50,971,402.62	7,409,468.16-	7,409,468.16-	44,481,446.65			17,549,460.30



*Agenda Item  
No. 11-C*



## ***TORRANCE COUNTY***

### **RESOLUTION # 2022-**

**A RESOLUTION RELATING TO FINANCE:  
ADOPTING THE PROPOSED 2022-2023 FISCAL YEAR BUDGET; AND REQUESTING  
STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL  
GOVERNMENT DIVISION, BUDGET AND FINANCE BUREAU APPROVAL**

**WHEREAS**, the Governing Body of Torrance County, New Mexico, has developed a budget for the 2022-2023 fiscal year; and

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

**WHEREAS**, official meetings for the review of the budget were advertised in compliance with the State Open Meetings Act, and

**WHEREAS**, it is the majority opinion of this Governing Body that the proposed budget meets the requirements as currently determined for the 2022-2023 fiscal year: and

**NOW THEREFORE, BE IT RESOLVED** by Torrance County Commission.

**DONE** at Estancia, New Mexico, Torrance County this 27th day of July 2022.

**Approved as to Form Only:**

**TORRANCE COUNTY COMMISSION**

\_\_\_\_\_  
**Michael I. Garcia**  
County Attorney

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

**Attest:**

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

\_\_\_\_\_  
**Yvonne Otero**  
County Clerk

\_\_\_\_\_  
**LeRoy M. Candelaria, District 3**

**TORRANCE COUNTY  
2022-2023 OPERATING BUDGET  
BUDGET RECAPITULATION**

109th Fiscal Year

FUND TITLE	FUND NUMBER	TC	UNAUDITED BEGINNING CASH BALANCE AT JULY 1	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
General	11000	401	6,376,762	8,543,171	(2,969,539)	8,814,354	3,136,041	2,203,588	932,452
Road	20400	402	298,696	1,029,486	1,411,643	2,492,399	247,426	207,700	39,726
Farm & Range	20800	403	9,798	1,500	39,250	35,250	15,298	0	15,298
CR A084 Developer Fee	29900	404	1,643	0	(1,643)	0	0	0	0
District 5 VFD	20900	405	71,263	133,731	0	204,994	0	0	0
District 2 VFD	20900	406	336,868	150,234	0	478,326	8,776	0	8,776
District 1 VFD	20900	407	213,663	56,951	0	270,614	0	0	0
District 3 VFD	20900	408	82,290	138,189	0	220,479	0	0	0
District 4 VFD	20900	409	90,609	56,951	0	147,560	0	0	0
L.E. Protection Fund	21000	410	16,480	60,000	0	76,480	0	0	0
Fire Pool 1/4% GRT	22200	411	100,339	850,000	500,000	1,449,359	980	0	980
Co. Fair Fund	29900	412	38,013	307,550	12,000	347,750	9,813	0	9,813
Fire Dept. Admin.	20900	413	56,576	80,927	0	137,503	0	0	0
Indigent	22000	414	135,775	400,000	415,000	815,000	135,775	0	135,775
EMS Allotment	20600	415	21,910	20,450	0	42,355	5	0	5
FIRE/EMS	20600	416	0	0	0	0	0	0	0
District 6 VFD	20900	418	140,835	80,927	0	221,762	0	0	0
EVSWA Contract	29900	419	36,345	50,000	150,000	200,000	36,345	0	36,345
Jail Fund	20100	420	169,207	118,000	1,411,000	1,519,965	178,242	0	178,242
Environmental Gross Receipts	20200	423	2,212	500,000	0	500,000	2,212	0	2,212
WIPP Funding	21800	427	951	7,000	0	7,400	551	0	551
Volunteer Recruitment/Reten	29900	428	44,178	0	80,000	120,000	4,178	0	4,178
State Animal Care Fund	29900	429	0	0	0	0	0	0	0
Animal Shelter	29900	430	3,592	500	0	3,867	225	0	225
Carroll Petrie Foundation Gran	21800	431	25,000	0	0	25,000	0	0	0
Finance Fund	29900	450	606	1,000	0	1,500	106	0	106
GO Bond Debt Service 2016	40100	562	135,963	112,025	0	112,025	135,963	0	135,963
Safety Program	29900	600	39,126	6,350	12,000	48,350	9,126	0	9,126
Civil Defense	29900	604	15,298	0	48,500	63,500	298	0	298
DWI Grant Program	22300	605	12,905	194,026	0	198,988	7,943	0	7,943
DWI School	29900	606	861	600	0	1,407	54	0	54
DWI Smart Choice Ride	29900	607	10,998	125	0	11,123	0	0	0
DWI Screening Fees	29900	608	2,700	1,900	0	4,600	0	0	0
Treasurer's Fee	29900	609	7,138	20,000	0	20,000	7,138	0	7,138
Property Valuation Fund	20300	610	99,965	100,000	0	182,571	17,394	0	17,394
Clerk's Equipment	22500	612	48,793	23,000	0	67,500	4,293	0	4,293
RPHCA Grant	21800	616	11,016	145,717	0	132,717	24,016	0	24,016
County Infrastructure GRT	30500	620	349,788	0	1,185,000	1,470,000	64,788	0	64,788
NMFA Grant Fund	21800	626	0	0	0	0	0	0	0
<b>Sub-Total</b>			9,008,163	13,190,310	2,293,211	20,444,697	4,046,987	2,411,288	1,635,699

**TORRANCE COUNTY  
2022-2023 OPERATING BUDGET  
BUDGET RECAPITULATION**

109th Fiscal Year

FUND TITLE	FUND NUMBER	TC	UNAUDITED BEGINNING CASH BALANCE AT JULY 1	BUDGETED REVENUES	BUDGETED TRANSFERS	BUDGETED EXPENDITURES	ESTIMATED ENDING CASH BALANCE	LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	ADJUSTED ENDING CASH BALANCE
Fire Allotment Grant	20900	627	\$1,567,083.19	0	0	1,567,083	0	0	0
Transportation pjet fund	21800	629	469,867	0	0	469,867	0	0	0
Esperanza Medical Clinic	29900	630	0	0	0	0	0	0	0
Senior Citizens Program	21900	631	6,451	0	10,000	10,000	6,451	0	6,451
Court Forfeiture	29900	634	14,466	0	0	13,739	727	0	727
Juvenile Justice Grant	21800	635	47,577	0	0	159,694	41,577	0	41,577
Debt Service Fund	40400/49900	636	45	0	0	76,847	45	0	45
LOCAL PILT	24200	641	1,876,510	3,465,894	(2,600,000)	2,741,094	1,310	0	1,310
Investment Interest	29900	642	305,393	20,000	0	298,000	27,393	0	27,393
Estancia Basin Water Study	29900	650	22,729	18,250	0	28,452	12,527	0	12,527
Rural Addressing	29900	675	0.38	0.00	(0.38)	0.00	0.00	0.00	0.00
P & Z Code Enforcement Func	29900	685	46,507	1,000	6,000	45,963	7,544	0	7,544
Domestic Violence Grant	21800	690	95,466	53,000	46,500	116,984	77,982	0	77,982
DV Victim's Restitution	29900	691	27,804	1,450	0	28,589	665	0	665
CYFD ARP	21800	692	396	5,000	0	5,000	396	0	396
Forest Reserve	25000	693	191,571	9,200	0	181,134	19,637	0	19,637
HITDA Task Force	21800	801	6,075	0	0	0	6,075	0	6,075
US Marshal JLEO Funding	21800	802	11,205	19,000	0	19,000	11,205	0	11,205
Legislative Appropriations	30300	803	40,492	3,820,324	0	3,534,824	325,992	0	325,992
Drug Education Program	29900	804	0	0	0	0	0	0	0
Traffic Safety Grant	21800	805	3,028	0	0	0	3,028	0	3,028
Teen Court Fund	29900	807	1,679	500	0	1,742	437	0	437
Forest Service Grant	21800	808	476	12,000	0	12,000	476	0	476
JAG Grant	21800	810	1,488	41,341	0	41,341	1,489	0	1,489
NM PED SEIP	21800	818	6,244	140,160	0	121,430	24,975	0	24,975
ICE Inmate Care	29900	825	632	25,140,000	0	25,140,000	632	0	632
NMMDHLS EMPG	21800	826	15,367	38,288	38,289	76,557	15,387	0	15,387
SHSGP	21800	827	0	0	0	0	0	0	0
MDOH Cities Readiness	21800	829	9,602	12,000	0	20,000	1,602	0	1,602
Covid-19	21800	835	0	0	0	0	0	0	0
American Rescue Act	26000	836	2,851,017	0	0	2,851,017	0	0	0
E911	20700	911	922,090	908,535	200,000	1,238,843	791,782	0	791,782
<b>Sub-Total</b>			<b>8,541,261</b>	<b>33,936,483</b>	<b>(2,299,211)</b>	<b>38,799,198</b>	<b>1,379,334</b>	<b>0</b>	<b>1,379,334</b>
<b>GRAND TOTAL</b>			<b>17,549,424</b>	<b>47,126,793</b>	<b>(6,000)</b>	<b>59,243,895</b>	<b>5,426,321</b>	<b>2,411,288</b>	<b>3,015,033</b>



# Budget Recap for Fiscal Year 2022-2023

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Search:

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance	My Comments	Unread	Actions
<b>11000 General Operating Fund</b>	<b>6,376,762.00</b>	<b>0.00</b>	<b>8,543,171.00</b>	<b>-2,969,539.00</b>	<b>8,802,784.00</b>	<b>3,147,610.00</b>	<b>2,200,696.00</b>	<b>946,914.00</b>	<b>0</b>	<b>1</b>	Actions
20100 Corrections	169,207.00	0.00	118,000.00	1,411,000.00	1,520,965.00	177,242.00	0.00	177,242.00	0	0	Actions
20200 Environmental	2,212.00	0.00	500,000.00	0.00	500,000.00	2,212.00	0.00	2,212.00	0	0	Actions
20300 County Property Valuation	99,965.00	0.00	100,000.00	0.00	182,571.00	17,394.00	0.00	17,394.00	0	0	Actions
20400 County Road	298,696.00	0.00	1,029,486.00	1,411,643.00	2,507,399.00	232,426.00	208,949.92	23,476.08	0	0	Actions
20600 Emergency Medical Services	21,905.00	0.00	20,450.00	0.00	42,355.00	0.00	0.00	0.00	0	0	Actions
20700 E-911 Fund	9,220,901.00	0.00	908,535.00	200,000.00	1,289,278.00	9,040,158.00	0.00	9,040,158.00	0	0	Actions
20800 Farm & Range	9,798.00	0.00	1,500.00	39,250.00	35,250.00	15,298.00	0.00	15,298.00	0	0	Actions
20900 Fire Protection	2,550,413.00	0.00	697,910.00	0.00	3,248,321.00	2.00	0.00	2.00	0	0	Actions
21100 Law Enforcement Protection	16,480.00	0.00	60,000.00	0.00	76,480.00	0.00	0.00	0.00	0	0	Actions

LGBMS

21800 Intergovernmental Grants	706,824.00	0.00	627,200.00	90,789.00	1,206,990.00	217,823.00	0.00	217,823.00	0	0	▼ Actions
21900 Senior Citizens	6,451.00	0.00	0.00	10,000.00	10,000.00	6,451.00	0.00	6,451.00	0	0	▼ Actions
22000 Indigent Fund	135,775.00	0.00	400,000.00	415,000.00	815,000.00	135,775.00	0.00	135,775.00	0	0	▼ Actions
22200 County Fire Gross Receipts Tax	100,339.00	0.00	850,000.00	500,000.00	1,449,358.00	981.00	0.00	981.00	0	0	▼ Actions
22300 DWI Fund	12,905.00	0.00	194,026.00	0.00	198,988.00	7,943.00	0.00	7,943.00	0	0	▼ Actions
22500 Clerks Recording & Filing Fund	48,793.00	0.00	23,000.00	0.00	67,500.00	4,293.00	0.00	4,293.00	0	0	▼ Actions
24200 Local PILT (Payment In Lieu of Taxes)	1,876,510.00	0.00	3,465,894.00	-2,600,000.00	2,401,894.00	340,510.00	0.00	340,510.00	0	0	▼ Actions
25000 Forest Reserve - Title III	191,571.00	0.00	9,200.00	0.00	181,134.00	19,637.00	0.00	19,637.00	0	0	▼ Actions
26000 American Rescue Plan Act	2,851,017.00	0.00	0.00	0.00	2,851,017.00	0.00	0.00	0.00	0	0	▼ Actions
29900 Other Special Revenue	616,696.00	0.00	25,569,225.00	306,857.00	26,378,582.00	114,196.00	0.00	114,196.00	0	0	▼ Actions
30300 State Legislative Appropriation Project	40,494.00	0.00	3,820,324.00	0.00	3,534,824.00	325,994.00	0.00	325,994.00	0	0	▼ Actions
30500 Gross Receipts Tax Proceeds Project	349,788.00	0.00	0.00	1,185,000.00	1,470,000.00	64,788.00	0.00	64,788.00	0	0	▼ Actions



LGBMS



30600 NMFA Project	1,373.00	0.00	0.00	0.00	1,373.00	0.00	1,373.00	0	0	Actions
40100 General Obligation Bond Debt Service	135,963.00	0.00	112,025.00	0.00	135,963.00	0.00	135,963.00	0	0	Actions
40400 NMFA Loan Debt Service	7,453.00	0.00	76,847.00	0.00	7,453.00	0.00	7,453.00	0	0	Actions
<b>Totals</b>	<b>25,848,291.00</b>	<b>0.00</b>	<b>47,126,793.00</b>	<b>0.00</b>	<b>58,959,562.00</b>	<b>14,015,522.00</b>	<b>2,409,645.92</b>	<b>11,605,876.08</b>		

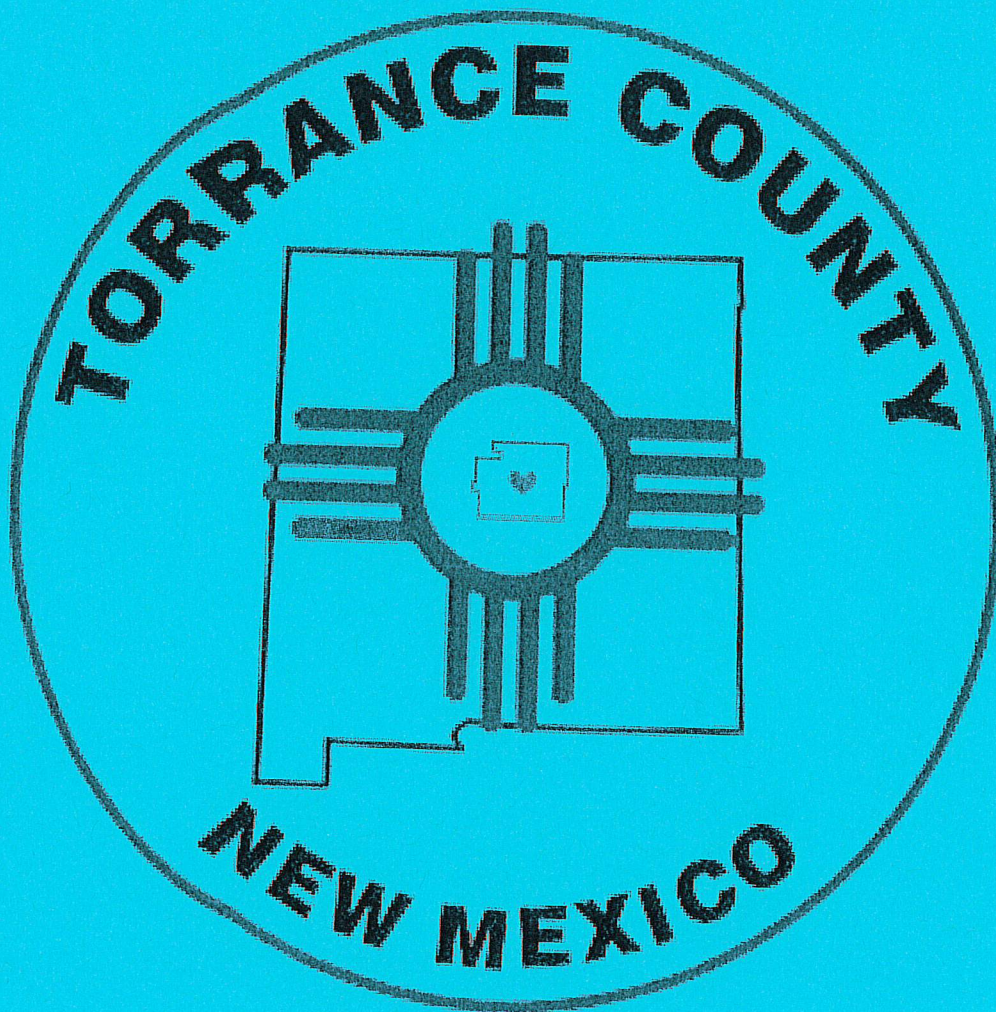
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*Agenda Item  
No. 12-A*

**TORRANCE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. R 2022-\_\_\_\_\_**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT  
PURCHASE AND EQUIP EMERGENCY MEDICAL SERVICE VEHICLES  
FOR THE TORRANCE COUNTY FIRE DEPARTMENT  
22-G3048**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 30, the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

**WHEREAS**, the DFA/LGD is granting to Grantee funding not to exceed Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (\$382,236.00) to purchase and equip emergency medical services vehicles for the county fire department in Torrance County, and

**WHEREAS**, the DFA/LGD has submitted an agreement to Grantee for acceptance.

**NOW, THEREFORE BE IT RESOLVED** by the governing body of TORRANCE COUNTY that Grantee agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Juan Torres, Deputy County Manager, or successor, is authorized on behalf of the Grantee to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

**DONE THIS 27<sup>rd</sup> DAY OF July, 2022.**

**APPROVED AS TO FORM ONLY:**

**BOARD OF COUNTY COMMISSIONERS**

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

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

\_\_\_\_\_  
LeRoy M. Candelaria, Vice Chair, District 3

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

**ATTEST:**

\_\_\_\_\_  
Yvonne Otero, County Clerk

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

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered by the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501 hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **Torrance County**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2022, Chapter 53, Section 30, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**22-G3048                      \$382,236.00                      APPROPRIATION REVERSION DATE: 30-JUN-2024**  
**Laws of 2022, Chapter 53, Section 30, Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (\$382,236.00) to purchase and equip emergency medical services vehicles for the county fire department in Torrance County.**

The Grantee's total reimbursements shall not exceed Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (**\$382,236.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero Dollars (**\$0.00**) which equals Three Hundred and Eighty-Two Thousand Two Hundred and Thirty-Six Dollars (**\$382,236.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date; as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Torrance County  
Name: Janice Barela  
Title: County Manager  
Address: P.O. Box 48, Estancia, NM 87016  
Email: jbarela@tcnm.us  
Telephone: (505)544-4703

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: Torrance County  
Name: Janice Barela  
Title: County Manager  
Address: P.O. Box 48, Estancia, NM 87016  
Email: jbarela@tcnm.us  
Telephone: (505)544-4703

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division  
Name: Daniel Catanach  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501  
Email: DanielN.Catanach@state.nm.us  
Telephone: (505)231-6090

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

### **C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

## **ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

### **D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.



Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Torrance County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Torrance County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Torrance County** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Torrance County** or the Department"

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **Torrance County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Torrance County**’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

Torrance County  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

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

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

Its: Division Director

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** 2022 (July 1, 2021-June 30, 2022)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

**V.  Compliance 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, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

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

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

Date: 8/27/21

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Project Manager

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_  
Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_  
Third Party Obligation Amount: \_\_\_\_\_

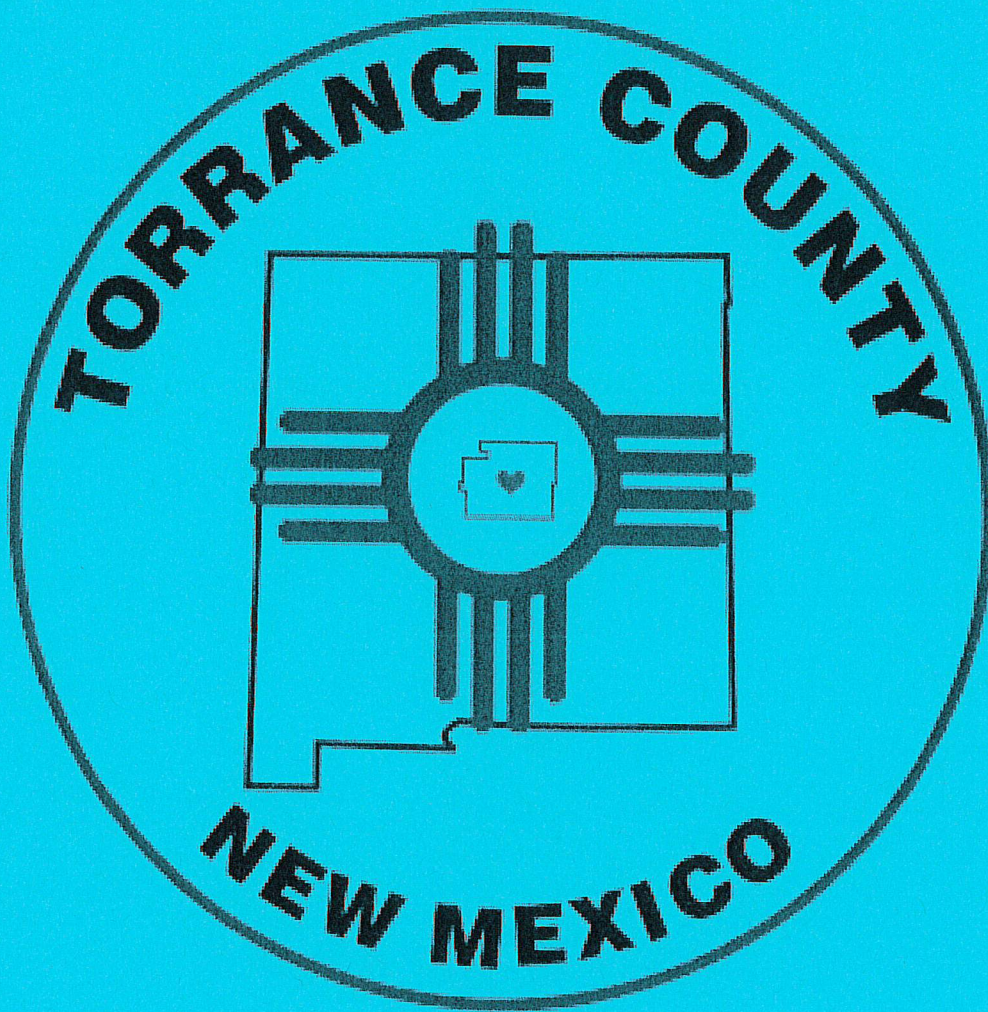
I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_  
The Amount of this Notice of Obligation: \_\_\_\_\_  
The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_  
The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_  
Title: \_\_\_\_\_ Project Manager  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



*Agenda Item  
No. 12-B*

**RPHCA NARRATIVE/CONTRACT ACTION PLAN  
FOR FISCAL YEAR 2023**

**Contractor:** Torrance County

**Reporting Site:** Mountainair Family Health Center

**Estimated level of services for primary health care:**

The following health care services are provided directly by PMS staff at the Mountainair Family Health Center (MFHC):

- Primary medical services
- Preventive health services
- Limited diagnostic lab
- Pharmacy
- Referral to supplemental service providers and hospitals
- Health education
- Disease screening and infection control
- Immunizations
- Family Planning
- Mental health and substance abuse service
- Comprehensive Community Support Services
- Medication Management
- Case management for public insurance and assistance
- Translation Services

The following services are provided through contract or referral arrangement:

- Obstetrical delivery
- Emergency medical services
- Mammography
- Complex diagnostic lab
- Radiology
- Medical sub-specialty care (cardiology, orthopedics, ophthalmology, etc.)
- Preventive dental services
- Restorative dental services
- Mental health and substance abuse service

In FY23 the MFHC anticipates providing 3,300 **primary care** encounters, to include 2,900 medical and 400 behavioral health encounters. This is a slight decrease from FY22 projections and is consistent with current performance and projected staffing levels.

**Staffing:**

Position	FTE	FTE Vacancy
Administrator II	0.50	
CAR	1.00	
Clinical Services Administrator	0.50	
CMA	1.80	
CSW	1.00	
Custodian	0.50	
Medical Director	.05	
Mental Health Therapist	1.00	1.00
Physician Assistant	0.80	

**Hours of Operation:**

Monday – Friday 8:00 am to 5:00 pm; closed for lunch.

**After-Hours Coverage and Emergency Care:**

Telephone calls received after hours are connected to a voice messaging system, which instructs callers that in case of an emergency, call 911; in case of a serious problem but not an emergency, go to the nearest hospital; for non-emergency, non-serious situations, contact a nurse at the Call4Help line; or leave name and phone number and clinic staff will return their call during the next business day. The state-sponsored behavioral health hotline, Protocall, is also available for all PMS patients. Signage outside the health center, stating the above alternatives for accessing emergency care in both English and Spanish, informs individuals who come to the clinic after hours.

Emergency Services Provision: The Health Center uses the local EMS system as their medical back-up system when a clinic patient presents with a medical condition that exceeds their practice capability and the patient needs stabilization, referral and transportation to secondary or in-patient services.

**Prenatal Services:**

PMS is able to provide pre-natal services as they are requested and needed by patients. However, in rural New Mexico the population skews older, therefore the demand for these services in our RPHCA health centers is low. In fact, the average median age across our RPHCA health center service area is 39.4 years. Thus, we are rarely called upon to provide pre-natal services. Individuals presenting to the health center for pre-natal services are counseled. If requested, they may be referred to other

specialty health care options and encouraged to return to the PMS health center for postnatal care and well-baby check-ups.

### **Family Planning Services:**

These comprehensive services are available to men and women at each PMS RPHCA Health Center, including education in contraceptive options, pregnancy testing and counseling, pregnancy-achieving services (including preconception health services), and sexually-transmitted infection (STI) and human immunodeficiency virus (HIV) testing, prevention education, counseling, treatment, and referral.

The accessibility of confidential family planning services in the health center allows individuals to achieve desired birth spacing and family size. It also contributes to improved health outcomes for infants, children, women, men, and families.

### **Dental Services:**

Oral health is important to a person's overall health and well-being. Patients who present with dental issues at this health center are advised of the importance of good oral health and referred out to the PMS Esperanza Family Health Center in Estancia (25 miles away and the only dental facility in the county). This relationship is valuable to all Medicaid patients, who have significant difficulty accessing the private sector for services. Should a patient prefer referral to a dentist outside the system, information is provided to him / her. The EFHC dentist has established referral relationships for oral surgery and orthodontia.

### **Behavioral Health Services:**

PMS is the largest provider of outpatient BH services in the state. BH services are provided as fully integrated care in the patient-centered medical home. MFHC provides primary care and BH services under one roof and can provide care coordination on the same day. MFHC provides limited behavioral health services for clients with situational counseling needs. Current position has been vacant for two years and we are participating in a pilot program for teletherapy with the PMS telehealth program two days a week. If successful, this may be a resolution to our inability to recruit in this rural location.

Behavioral health treatment is directed toward promoting independence and maximizing mental and physical health, as well as encouraging integration of the individual within his or her community. Each individual is treated with respect for his/her rights, personal dignity and uniqueness. We seek to understand our diverse cultures and to incorporate the relevant needs of culturally diverse groups, as well as people with disabilities, into clinical practice. No one is refused services on the basis of race, religion, color, gender, sexual orientation, national origin, physical or mental

handicap, medical condition, source of payment, or inability to pay. Patients have the right of self-determination and participation in decision-making regarding treatment and care.

People receive behavioral health services as individuals, groups and families with established and evidence-based treatment modalities. Consistent with the mission of PMS, we strive to enhance the quality of outcomes for our patients / clients by integrating their behavioral and primary care health needs. Treatment is provided in an interdisciplinary framework and tailored to client needs in an individualized treatment plan. Services are community-based and designed to enhance already existing support systems, as well as to promote the development of community support for individuals and their families. Advocacy for housing, employment, education and legal rights is promoted whenever necessary to facilitate patient's / client's self-determination and protection of his/her rights.

### **Ancillary Services:**

The health center has limited laboratory and pharmacy services available to users. Laboratory and pharmacy services offered are available to our uninsured patients on the sliding fee scale. Requests for laboratory services that the health center cannot provide are sent to a contractual referral lab for completion. X-ray services are handled as needed through a referral relationship with local radiology associates. Patients also have the option of accessing private pharmacies in the service area.

**Specialty Clinics:** N/A.

### **Referral relationships with EMS, hospital, dental, behavioral health and other services:**

MFHC is the only health care provider in Mountainair. The county does not have a hospital or private practice healthcare providers. The Health Center has been an integral part of the community for 26 years. MFHC works closely with the local health planning council and collaborates in its initiatives. The Health Center provides any necessary support needed by Head Start children and their families through periodic presentations to children and families. MFHC coordinates with the Department of Health providing space for family planning services and WIC services. The Health Center works with local schools to provide immunizations.

### **Integration and collaboration with public and private providers:**

MFHC is a Vaccines for Children provider, coordinates community health promotion and disease prevention activities, and serves as a site for Breast and Cervical Cancer Screening, childhood and adult immunizations, HIV testing and Family Planning Services.

MFHC coordinates services for Head Start / Early Head Start and provides sports physicals for middle and high school students.

### **Recruitment and Retention Plan:**

In FY23, Torrance County will be using \$97,024 of RPHCA funds to support provider salaries and benefits. Torrance County uses \$4,100 of contract funds for administrative costs.

PMS realizes the importance of maintaining qualified healthcare providers and ensuring they are satisfied with their work environment and feel supported by the organization. Additionally, PMS understands the need for the providers to feel they have all the tools necessary to be successful in their positions. Because of its focus on employees, PMS was awarded a Top Workplace 2021 honor by the Albuquerque Journal.

Recruitment efforts include online job posting sites, community flyers, college outreach, social media ads, print and radio ads, career events, collaboration with Department of Workforce Solutions, employee referral bonus, and sign on bonus.

PMS has also formed a Provider Recruitment Enhancement task force made up of HR and Clinical Affairs staff. New recruitment efforts identified by the group include: recruit at national conferences, advertise in national publications, enhance recruitment materials that highlight the region and organization, create virtual site tours, utilize current providers as Ambassadors to assist with recruitment, and create a Total Compensation Worksheet and video to give a more accurate picture of the value of provider compensation and benefits.

As part of the strategy for provider retention, PMS strives to promote an enjoyable and satisfying work environment. These steps include but are not limited to:

- Detailed new provider orientation detailing the resources available to them (e.g., “UptoDate” software; CME opportunities, Risk Management assistance, Pharmacy support, EHR support, pre-visit planning reports, a.m. huddle process).
- Quarterly “Super-user” web conference, conducted by the Vice President of Clinical Affairs or a designee, covering specific topics to enable the provider to navigate the EHR more efficiently and complete the charting process during regular work hours. On site visits are conducted to provide on-the-spot training and on-demand assistance is available, as well.
- The medical director oversees a “Buddy Program,” where all new providers are mentored and have discussions on topics that include extracurricular activities outside the clinic, local networking with other providers and the community, and interaction with Medical Assistants, Site Administrators and Region

Directors. Expectation is that the provider and their “Buddy” will make contact and communicate with each other on at least a monthly basis.

- The annual engagement survey conducted by Human Resources includes a portion of the survey tailored to providers. From the results of this survey the executive leadership team considers steps that can be enacted by the Clinical Affairs Department to improve retention efforts of PMS. One of the special efforts implemented as a result of our employee survey was a retention team focused on improving support for our nurse practitioners. Positive outcomes of this team to date include successfully advocating for the company to pay 100% of the cost of medical assistant training and certification and designing a more supportive onboarding plan that will soon be rolled out for all providers.
- In November 2022, we will also implement a provider experience survey that will help us learn more about the challenges and experiences unique to medical providers. Information from the survey will help us determine appropriate responses to improve their work experience.

*Total dollar amount of RPHCA funding used towards healthcare provider recruitment:*

RPHCA funds are not used for provider recruitment. PMS utilizes other resources for those activities.

*What is the rate of retention for health care providers?*

In 2021, PMS had a provider retention rate of 82.3% (a 21% increase over 2020).

*On average, how many years are they staying?*

Healthcare providers at PMS stay for an average of 5.5 years.

*For those who leave, is it for another clinic within the community, to another NM community or leaving NM?*

Healthcare providers generally leave PMS for other communities within NM.

### **Methods for increasing clinic utilization and other outreach activities for indigents:**

COVID-19 concerns and restrictions still affect outreach activities within the community. PMS continues to reestablish programs and partnerships with community organizations, senior centers, churches, and schools.

PMS is committed to increasing access of primary care services to the vulnerable and unserved / underserved populations in New Mexico. These health centers were established to ensure people in the service area without health insurance or the ability to pay for co-pays or health care procedures had a safety-net healthcare system that provides services on a sliding fee scale. The focus of care is designed to emphasize



the priority health care needs of the target population and applies access and care management strategies targeting the reduction of health disparities within our target populations.

Historically, PMS' service area populations have experienced difficulty identifying with a medical home that promotes culturally sensitive preventive and continuous care. Ongoing community education related to affordable access is provided, together with collaborative organizations, at health fairs, through the Public Health Office, local schools, and in waiting areas of local human service agencies.

A large sector of the service area population is chronically impoverished and likely to be uninsured, geographically isolated, and at risk of not accessing necessary health care. The health center addresses unmet need by providing such patients with access to a sliding fee schedule for individuals who are uninsured and lack the ability to pay for their care. PMS employees receive an orientation to the sliding fee schedule and to the organization's belief that all patients have a right to access health care regardless of their form of payment or ability to pay. In addition, registration, eligibility, clinical, and administrative staff are given specific training and education on each policy that applies to this criterion. Services are designed to ensure medically indigent persons who do not have a medical home can easily access services and do not encounter barriers typical of private primary care clinics. Many health center encounters are walk-ins; therefore, the health center utilizes a flexible appointment system.

PMS has the capacity to see more clients and actively promotes services and accessibility through print and social media, participation in community events, at school events, and through partnerships with community organizations. New opportunities, such as expanded telehealth services, are being utilized to increase usage.

### **Governing Board and/or Local Regional Advisory Board:**

The Torrance County Commission is the governing body of the Mountainair Family Health Center. The Governing Board passes ordinances, resolutions and regulations necessary to affect the powers granted to it. Ordinances passed by the governing body cannot be inconsistent with applicable federal and state laws and constitutions, except to the extent allowed pursuant to the N.M. Constitutional home rule provisions. The Torrance County Commission is currently operating the Mountainair Family Health Center through a Professional Services Contract with Presbyterian Medical Services, who is responsible to the County Commission for its day-to-day operations and compliance with regulations related to funding sources, licensing agencies and clinical practice. The Torrance County Commission intends to renew this contract during the coming funding cycle. The Commission manages the Professional Service Contract with PMS, who manages the clinic under the terms of

the contract. Clinic employees are employees of PMS. The health center has its own Administrator and provider who make local management decisions with the PMS Central Region Director. The Region Director reports to the PMS Executive Vice President, located at the Corporate Office in Santa Fe, and is responsible for overall system operations. The Region Director, in concert with the PMS Executive VP, provides staff with access to appropriate PMS support service staff in the areas of information systems, billing/collections, recruitment, clinical affairs, licensing and accreditation and any other area deemed appropriate.

Although the health center is governed by the Torrance County Commission, PMS is governed by its Board of Directors and has incorporated the Mountainair Family Health Center Health Advisory Board into its clinic Guidance Council system. As a component of PMS, the Health Center is governed by the PMS Board of Directors, which meets monthly and consists of diverse members who live throughout the State of New Mexico. The board has a minimum 51% of consumers as members and represents the target populations served by PMS programs. The Governing Board's primary focus is the oversight of high-quality primary care services to medically underserved communities. The Board has all requisite authority and powers to oversee the corporation's affairs as established by the New Mexico Nonprofit Corporation Act and other state and federal laws.

The PMS Board of Directors is responsible for:

- defining the organization's role and purpose
- establishing and prioritizing the goals and objectives of the corporation
- selecting and evaluating the President of the corporation
- establishing personnel policies and procedures
- establishing policies for financial management practices
- monitoring fiscal operations
- oversight and evaluation of program activities
- adopting health care policies
- establishing an ongoing quality improvement/professional affairs and quality assurance program
- reviewing and approving the credentials necessary to grant appointment to the medical staff as appropriate
- reviewing corporation activities for compliance with applicable federal, state and local laws and regulations
- supervising the conduct of the corporation's affairs in a manner, and to the extent commonly pertaining to, the corporation's type and purpose

The Board of Directors' functions are outlined in its corporate bylaws in PMS' institutional file. The PMS Board of Directors has proven its ability to provide high quality services that are managed and operated effectively, as evidenced in its 52-year presence and reliable commitment to the medically underserved residents of New Mexico.

### **Local Regional Advisory Board:**

Because of the Health Center's strong commitment to community involvement, it established a *Community Guidance Council* (CGC), a local regional advisory board, for this service area with guidelines that comply with RPHCA requirements.

Members of the CGC are local residents. Most are consumers of the services provided and are representative of the social, economic, linguistic, ethnic and racial target population. The council meets quarterly to consider and provide input and advice in decisions related to budget, scope of services, patient satisfaction, payment policies and procedures, hours of operation, and staffing. The CGC has been instrumental in the continued successful operation of the health center and assures a community connection with health center activities. The PMS Board of Directors, through its By-Laws, has established operating guidelines for the CGC regarding nepotism and conflict of interest. The By-Laws define the role and purpose of the CGC, stipulate the process for appointment of members, define terms and number of members, and indicate characteristics for its composition. The council elects its leadership and manages their activities with support from staff. The CGC is responsible for setting its meeting schedules, formulating its agendas, establishing its priorities, and providing for reimbursement of travel expenses associated with participation.

### **Process for handling staff, patient, and community concerns:**

*Staff:* PMS staff have multiple avenues to express concerns, offer suggestions, and provide feedback. Supervisors hold quarterly one-on-one "rounding" sessions with each of their direct reports to get feedback on what is working well, what could be improved, and what tools, equipment or resources are needed. Any needs or issue that should be addressed are assigned to someone for follow-up. Employee surveys on a wide range of topics are conducted annually or as needed. The Executive Leadership Team analyzes the data and works with employee engagement teams to address major findings. A formal grievance & dispute resolution policy encourages staff to first seek informal resolution from his/her supervisor and to follow a chain of command approach. If a formal resolution is needed, employees submit a written Dispute Resolution Complaint within 10 days of incident. A Region Director investigates the claim and communicates a decision in writing. An appeal involves the Vice President of Human Resources, who provides a final decision within 10 days.

*Patient/Customer:* PMS customers are provided information on compliment, complaint, and grievance procedures via signage in patients' preferred languages at our facilities. Clients, patients, families, guardians, residents, visitors, or anyone who interacts with PMS may file a complaint or grievance verbally or in writing. Upon initial identification of a complaint/grievance, an attempt is made to resolve the issue immediately. PMS customers are encouraged to discuss issues with the Program Administrator when the issue occurs. If the grievance cannot be resolved

immediately, it is investigated, and appropriate action is taken within 10 working days. The investigation will result in a written document that summarizes findings of the investigation, resolution decision and the method to request a Grievance Committee review if the customer is not satisfied with the resolution decision. Customer notification of the resolution decision will occur five working days after completion of the investigation. If the resolution is not acceptable to the customer, the customer can request review by a Grievance Committee within 30 working days from the date of a notification of a decision. The Grievance Committee will consist of at least three members appropriate to the nature of the grievance. The Committee will review the case on its merits and give a final written decision to the customer and Program Administrator within ten working days of the Grievance Committee review meeting. This decision is final and binding. Patients also receive satisfaction surveys used to monitor quality assurance, improve services, and fill unmet needs.

*Community:* PMS is actively involved with community groups to address the needs of the population they serve and community concerns. Program Administrators, Region Directors and Corporate staff serve on local committees that focus on health and human service issues. This process helps keep lines of communication open to be responsive to community interests related to PMS' role in the community and the services we provide. Community concerns are addressed with due diligence by meeting with individuals and agencies expressing a need for information or a desire to clarify and resolve a local issue. PMS views these groups as the voice of the community, bringing clarity and advice to the table.

**Funding Information:**

<b>Funding Source</b>	<b>Amount</b>	<b>Award Period</b>	<b>Site</b>
RPHCA	\$97,024	7/1/2021 – 6/30/2022	Mountainair FHC
Federal 330	\$20,000	1/1/2021 – 12/31/2022	Mountainair FHC
Local/Other	\$3,000	1/1/2021 – 12/31/2021	Mountainair FHC

## Office of Primary Care and Rural Health (OPCRH) Program

**How has COVID-19 continued to affect clinic operations (i.e. job duties, telehealth, patient visits)?**

We have been able to continue to provide services to the community through face-to-face visits, as well as telephone and virtual visits for patients to minimize any interruptions in patient care and provide care to home-bound patients.

We continue to test and provide vaccines on demand, which is an added responsibility to our clinical support staff. Take home testing kits are also available for patients.

Our clinics are struggling to get patients in for routine healthcare checkups and screenings.

It has become increasingly difficult to hire clinical support staff, and when current staff are out on leave or illness, it is putting a strain on employees.

**Please indicate which organizations you partnered with during COVID-19 to ensure New Mexicans received care:**

- a. *State agencies (i.e. DOH, HSD):* We have engaged in regular meetings with the NMDOH, HSD, NMPCA beginning early on in the pandemic.
- b. *Federal agencies (i.e. HRSA, CDC):* Federal grants and COVID Relief Funds allowed us to secure a mobile van that assisted with testing and vaccine events across communities that we serve. We partnered with CDC for up-to-date information about the pandemic, as well as guidance and protocols to ensure all patients, staff and communities were safe during the pandemic. We assembled the COVID 19 team early on in the pandemic and based on guidelines from the CDC drafted clinical/infection control protocols.
- c. *Other NM FQHCs, FQHC Look-A-Likes, CHCs, RHCs:* We have monthly meetings with the CMOs across NM FQHCs this allowed for sharing of best practices and also secure PPE, testing strategies, and sharing of clinical protocols.
- d. *Small rural hospitals, Critical Access Hospitals:* PMS partnered with communities with hospital systems to ensure referrals for COVID 19 suspected or confirmed cases where able to receive proper care, including Monoclonal antibody treatments.

- e. *Other non-profits (ex. community organizations):* We partnered with local community organizations across service areas to provide COVID 19 testing and vaccinations.
- f. *Private practices:* N/A
- g. *Dental providers, group (ex. Delta Dental, Community Dental):* Delta Dental provided financial support to ensure our dentists had sufficient PPE.
- h. *Behavioral Health groups:* N/A
- i. *Universities, colleges (ex. NMSU, UNM, CNM):* N/A
- j. *Other, please list:* We partnered with TRICORE laboratories to secure testing supplies, are active with Partnership for a Health Torrance County, and work closely with EMS, school districts and the National Guard

**What did you find most valuable when you partnered with these organizations?**

Partnerships helped us to:

- share best practices
- utilize the resources provided by state and federal agencies
- have supplies necessary for testing
- become the leading provider of COVID-19 vaccines across the state
- quickly adapt, remain flexible, and continue moving forward
- keep New Mexicans safe and healthy
- to collaborate to ensure needs of our communities were met
- network with essential key players in our communities
- gain a better understanding of our community needs and individuals' access to services

By collaborating with these organizations, we were able to coordinate patient care between two or more participants to facilitate the appropriate delivery of health care services and ensure efforts were targeted to communities with less access and not duplicated in other areas. It also gave us the ability to gather resources needed to carry out needed patient care activities through an exchange of information among participants responsible for different aspects of care improving patients long term health, providers delivery of care, and improving care transitions.

**Does your organization offer:**

- COVID-19 testing
- COVID-19 vaccines

**What did you learn and/or adopt to prepare for possible future public health emergencies?**

PMS continues to be adaptive, flexible, and responsive to the needs of staff, clinicians, clients, and the community. Policies and procedures were updated to accommodate remote work, social distancing, and safety precautions. Practices that have proven to be effective will remain in place and help prepare the organization for future health emergencies.

Telehealth continues to be integrated into standard practices. COVID-19 highlighted the gaps in telecommunications and transportation that exist in the rural communities served by PMS. Statewide IT infrastructure is not stable and 26.3% of New Mexico residents do not have broadband services. PMS has sought funding to increase telehealth services and reach unserved populations in innovative ways.

Client and community relationships are important in maintaining trust and providing the best care available. Communication and collaboration are vital for the safety and well-being of residents. PMS strives to provide quality, accessible, integrated healthcare in times of emergencies and every day.

The importance of maintaining a stock of personal protective equipment so we will not be impacted by shortages again.

Community partnerships that were developed will continue to support outreach and education. It forced staff to go out into the communities we serve and established a real vision of why the clinic is here.

We will continue working more closely with emergency management organizations to routinely monitor public health concerns and update procedures as necessary.

**In addition to the Recruitment and Retention Plan, do you work with New Mexico Health Resources (NMHR)\* to help recruit for your organization?**

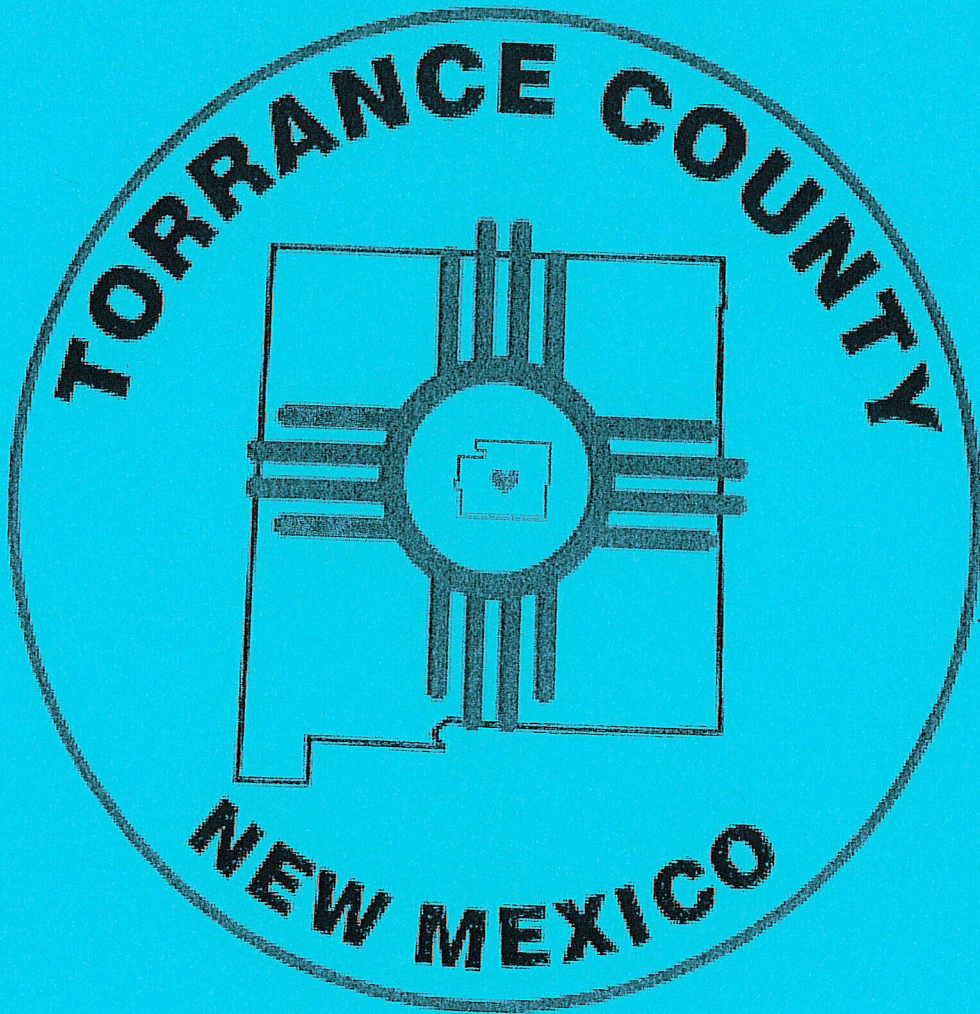
Yes  No

- a. If no, do you have an in-house recruiter?  Yes  No
- b. If no in-house recruiter, what type of recruitment method do you use?
  - HRSA's Health Workforce Connector  
(<https://connector.hrsa.gov/connector>)
  - A national medical recruitment agency
  - A private recruitment agency
  - Word of mouth
  - Other: \_\_\_\_\_

**Besides RPHCA, is your organization familiar with other OPCRH programs?**

Program	Familiar with the program (Yes or No)	Would like more information
J-1 Visa Waiver (Conrad 30) Program	Yes	
New Mexico Health Service Corps (NMHSC)	Yes	
New Mexico Rural Health Care Practitioner Tax Credit Program	Yes	
National Health Service Corps	Yes	
Office of Community Health Workers Certification Program	Yes	
Primary Care Capital Fund	No	Yes

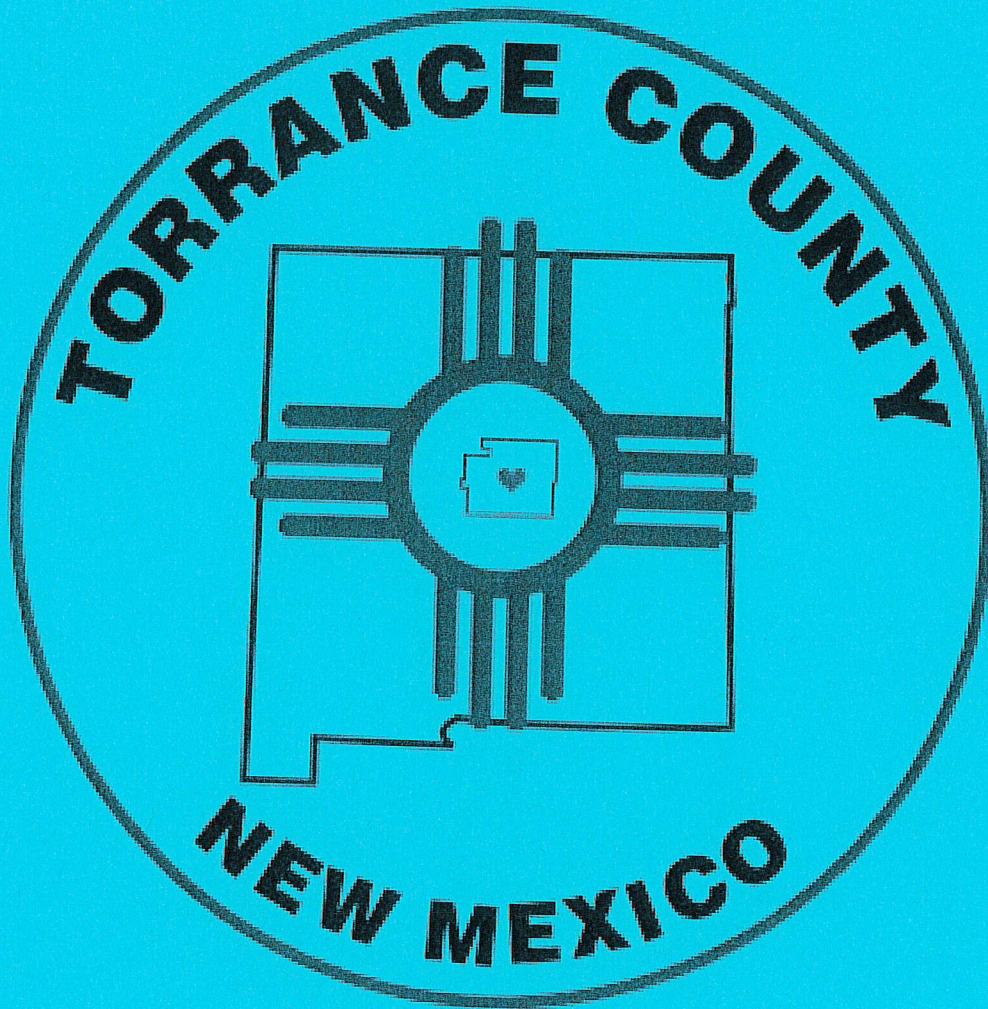




*Agenda Item  
No. 12-C*



*Agenda Item*  
*No. 12-D*



*Agenda Item  
No. 12-E*

**MEMORANDUM OF AGREEMENT**  
 Between  
**New Mexico Department of Health**  
 And  
**Torrance County**

This Agreement entered into between New Mexico Department of Health (DOH) and **Torrance County**, the entity providing services.

IT IS AGREED BETWEEN THE PARTIES

**1. PURPOSE**

The purpose of this agreement is to provide continued technical assistance and financial resources for the Cities Readiness Initiative (CRI) partners within the Albuquerque Metropolitan Statistical Area (MSA). The Albuquerque MSA includes the Counties of Bernalillo, Torrance, and Sandoval, as well as the cities of Albuquerque and Rio Rancho, and the Village of Los Lunas. The CRI is a Centers for Disease Control and Prevention (CDC) funded program, to prepare major U.S. cities and metropolitan areas for an effective response to a large-scale public health emergency. This emergency preparedness includes readiness for the mass distribution of CDC Strategic National Stockpile (SNS) Medical Countermeasures (MCM) within the MSA.

**2. SCOPE OF WORK**

The Entity shall perform the following work:

TASK	DELIVERABLE	DUE DATE
A) Coordinate with CRI partners to act as a single planning jurisdiction in preparation for public health emergencies that require the distribution or dispensing of SNS or MCM materials/supplies	I. Copy of Signed Signature Page for Single Planning Jurisdiction	June 30, 2023
B) Attend jointly planned DOH-BHEM/CRI training and/or exercise day/s not to exceed two 8 hr. days. This will be for the purpose of reviewing CRI planning elements, conducting required exercises, and plan revisions.	I. Copy of signed training attendance record electronic or in-person	June 30, 2023
C) Conduct quarterly call-down, assembly, and/or activation drills. Documentation should include the staff responsible for MCM distribution and dispensing	I. Copy of electronic or manually signed attendance sheets.	June 30, 2023

operations.		
D) Perform quarterly redundant communication test, other than those used in call down drills.	I. Copy of communication test results	June 30, 2023
E) A representative/s will attend the annual Partners in Preparedness Conference.	I. Copy of registration and electronic attendance records	June 30, 2023
F) Each member will attend at least nine (9) monthly jurisdiction meetings for the fiscal year and collaborate with SNS coordinator to host one in-person, hybrid, or virtual meeting. This will include meeting space and prepared agenda items of their choice. (Subject to any pandemic restricted activity)	I. Copy of jurisdiction attendance record of 9 meetings. II. Copy of single member prepared agenda for one monthly meeting III. Copy of planning document with scheduled monthly meetings.	June 30, 2023
G) Review and complete follow-up on DOH Pandemic After Action Review items for CRI related activities.	I. Copy of DOH Pandemic AAR provided by contractor II. Copy of action items related to CRI activities III. Documentation of resolved action items related to future planning.	June 30, 2023

**\*\* The deliverables may be modified during the contract period by mutual agreement to meet real World emerging threats or changing federal grant requirements.**

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The administering agency is the DOH.

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- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed thirteen thousand dollars (\$13,000.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed thirteen thousand dollars (\$13,000.00) (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All

invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

TASK #	DELIVERABLE	BUDGET AMOUNT
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<b>Total</b>		<b>\$13,000.00</b>

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The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto 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 Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon

written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity 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 insufficient appropriation by the Legislature to the DOH. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.*

**10. APPLICABLE LAW**

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

**11. PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2023**, or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

**12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

- A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, 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 contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, 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 influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.



- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
    - i. Catalog of Federal Domestic Assistance (CFDA): 93.069
    - ii. Program Title: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
    - iii. Agency/Office: Department of Health and Human Services - Centers for Disease Control and Prevention (CDC) Office of Financial Resources
    - iv. Grant Number: 6 NU90TP922050-03
  2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is **095746517**.
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
  2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

**New Mexico Department of Health**

**Torrance County**

By: \_\_\_\_\_  
Authorized Signature Designee

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

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

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

Certified For Legal Sufficiency:

By: \_\_\_\_\_  
Department of Health  
Assistant General Counsel

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

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

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



**MEMORANDUM OF AGREEMENT**

Between

**New Mexico Department of Health**

And

**Torrance County**

This Agreement entered into between New Mexico Department of Health (DOH) and **Torrance County**, the entity providing services.

**IT IS AGREED BETWEEN THE PARTIES**

**1. PURPOSE**

The purpose of this agreement is to provide continued technical assistance and financial resources for the Cities Readiness Initiative (CRI) partners within the Albuquerque Metropolitan Statistical Area (MSA). The Albuquerque MSA includes the Counties of Bernalillo, Torrance, and Sandoval, as well as the cities of Albuquerque and Rio Rancho, and the Village of Los Lunas. The CRI is a Centers for Disease Control and Prevention (CDC) funded program, to prepare major U.S. cities and metropolitan areas for an effective response to a large-scale public health emergency. This emergency preparedness includes readiness for the mass distribution of CDC Strategic National Stockpile (SNS) Medical Countermeasures (MCM) within the MSA.

**2. SCOPE OF WORK**

The Entity shall perform the following work:

TASK	DELIVERABLE	DUE DATE
A) Coordinate with CRI partners to act as a single planning jurisdiction in preparation for public health emergencies that require the distribution or dispensing of SNS or MCM materials/supplies	I. Copy of Signed Signature Page for Single Planning Jurisdiction	June 30, 2023
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    - ii. Program Title: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
    - iii. Agency/Office: Department of Health and Human Services - Centers for Disease Control and Prevention (CDC) Office of Financial Resources
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- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

**New Mexico Department of Health**

**Torrance County**

By: \_\_\_\_\_  
Authorized Signature Designee

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

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

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

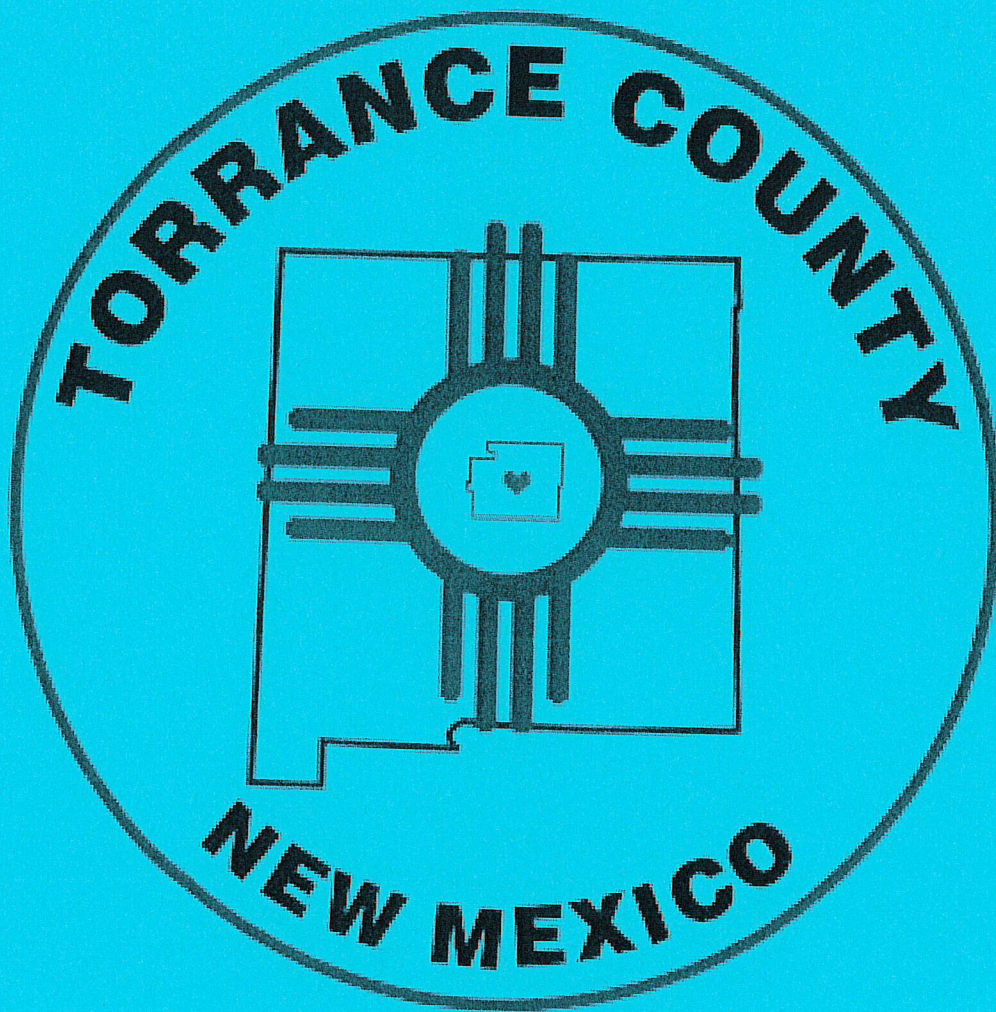
Certified For Legal Sufficiency:

By: \_\_\_\_\_  
Department of Health  
Assistant General Counsel

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

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

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



*Agenda Item  
No. 12-F*

## Scope of Work

### Torrance County - Project Office

**Lead Agency:** CYFD

**State Fiscal Year:** SFY23 (July 1, 2022, to June 30, 2023)

**Services:** Client Services

**Billing Type:** Invoice

**Funding:** State General Funds

**Fund Pool:** DV-DVGF20 : GF : Domestic Violence (004307) (State)

**Funding:** State General Funds

**Fund Pool:** DV-DVOTI30 : Domestic Violence Offender (State)

**Project:** DV Offender Treatment and Intervention

**CFDA# (If Applicable):** n/a

Torrance County Project Office: Torrance County Domestic Violence Program shall perform the work outlined in this Scope of Work and attached Appendices which are hereby incorporated and made a part of the Agreement.

I. DURATION:

July 1, 2022 to June 30, 2023

II. GOALS:

- A. Adult offenders of domestic violence will learn how their behavior affected their partner, children, and other family members; take responsibility for behavior and actions; and gain skills, information, and knowledge to avoid future abusive behavior through gender-specific treatment and intervention.
- B. Communities in New Mexico will better understand the impact of domestic and dating violence, and the need for coordination to intervene in and contain abusive behaviors.

III. OBJECTIVES:

- A. Provide for intervention programs for perpetrators of domestic and dating violence and support the development of an effective offender treatment and intervention system.
- B. Increase public awareness and prevent domestic and dating violence.

1. NMSA 1978 Sections 31-12-12 - Domestic violence offender treatment or intervention fund created; appropriation; program requirements.
2. NMAC 8.8.7.7- Court Ordered Domestic Violence Offender Treatment or Intervention Programs.

#### VIII. DELIVERABLES AND REPORTS:

The Vendor shall:

- A. Ensure that all program staff and leadership participate in Trauma Trainings, in accordance with the requirements included in Attachment A.
- B. Provide the below services as defined in the CYFD Domestic Violence Offender Treatment and Intervention Project Standards [DVOTI Standards], which may be updated from time to time by CYFD:
  1. Pre-Intake Assessment;
  2. Program Participant Intake;
  3. DVOTI Group Sessions;
  4. Case Management; and
  5. Community Services.
- C. Provide one or more of the following services as defined in the DVOTI Standards, which may be updated from time to time by CYFD:
  1. Coordinated Community Response Activities;
  2. Supervision;
  3. Clinical Assessment; and
  4. DVOTI Individual Sessions.
- D. Provide the following additional and/or innovative services in addition to the services defined in the Standards.
- E. Assess each potential program participant using the Ontario Domestic Assault Risk Assessment (ODARA) actuarial tool, completed by a staff member who is certified to administer the ODARA.
- F. Abide by the terms of the DVOTI Standards, including cooperation with monitoring and compliance, participating in the complaint process for any complaints received

- E. The Vendor's services will be paid for from the State of New Mexico General Fund for SFY23, which may include allocation from the Domestic Violence Offender Treatment or Intervention Fund.
- F. Vendor may establish a supplemental fee that includes a sliding scale schedule for perpetrators of domestic violence under the condition that the fee and sliding scale schedule and accompanying procedures are approved by CYFD BHS prior to implementation.

**PROVIDER INSTRUCTIONS  
FOR NON-MEDICAID DOCUMENTS**

The document(s) that are being delivered to you have been approved by the State of New Mexico.

**Instructions**

1. **Legal Name.** Review your Provider Name on the first page of the document to verify it is correct and that it is the Provider's legal name. If it is not, to have it corrected please email [support@fallingcolors.com](mailto:support@fallingcolors.com) the correct legal name as soon as possible.
  
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3. **Execution Page.** Completely fill in all the blanks on the Execution Page (the last page of the document) including all of the following information:
  - a) Insert TIN
  - b) Insert NPI
  - c) Sign the Provider Agreement
  - d) Print Name and Title of the signatory in a legible manner
  - e) Fill in Address, Email, Phone and Fax information
  
4. **Return Executed Document(s).** Documents are returned electronically using DocuSign software once document(s) is executed. Instructions for DocuSign will come with the email from DocuSign.

***If you do not complete the document(s) in accordance with the instructions above, the document(s) will be returned to you to complete this step.***

5. At least seventy (70) percent of the Vendor's staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Vendor to continue billing for services.
6. Trauma responsive care and service delivery training completed by Vendor staff prior to hire, and if taken less than six (6) months prior to hire, may be submitted for approval of the Cross-Departmental Training Review Committee, via the Vendor's Program Manager.
7. When scope of work is being performed by SubVendor or Subawardee, Vendors are responsible for ensuring that the SubVendor or Subawardee's staff receive the mandated trauma responsive care and service delivery training as outlined above.

CYFD Program Managers will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Vendor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Vendor may submit request to its Program Manager. The Program Manager will route the request to Cross-Departmental Training Review Committee for approval and provide written notice of the Committee's decision to the Vendor within ten (10) working days following the Committee's quarterly meeting.





*Agenda Item  
No. 12-G*

**Family Violence Prevention and Services  
American Rescue Plan Act Supplemental Funding:  
COVID-19 Testing, Vaccines, and Mobile Health Units  
American Rescue Plan Act of 2021**

**Scope of Work**

**Lead Agency:** CYFD BHS

**Vendor/Provider:** Torrance County Project Office: Torrance County Domestic Violence Program

**State Fiscal Year:** SFY23 (July 1, 2022 – June 30, 2023)

**Services:** Client Services

**Billing Type:** Invoice

**Funding:** Federal Funds

**Fund Pool:** Family Violence Prevention and Services/Domestic Violence Shelter and Supportive Services – Supplemental Funding American Rescue Plan Act of 2021 (“DV-FVPSA10 : DV Family Violence Prev Svcs ACT: ARPLAN (ARPMH) (Federal)”

**Federal Award Amount:**

Total Award (from the execution of this SOW to June 30, 2025): \$25,628.00

Total Reimbursements in Previous Periods: \$0.00

Portion Allocated in current fiscal year: \$25,628.00

**Project:** Relief Funds

**CFDA# (If Applicable):** 93.671

Torrance County Project Office: Torrance County Domestic Violence Program [Vendor] shall perform the work outlined in this Scope of Work and attached Appendices which are hereby incorporated and made a part of the Agreement.

I. DURATION:

The project period for Family Violence Prevention and Services/ American Rescue Plan Act Supplemental Funding: COVID-19 Testing, Vaccines, and Mobile Health Units – Supplemental Funding American Rescue Plan Act of 2021 (“FVPSA ARPMH”) is October 1, 2020, through September 30, 2025. The Children, Youth and Families Department Behavioral Health Services Division (“CYFD BHS” or “Lead Agency”) received authority to award FVPSA ARPMH funds through June 30, 2025, on an annual

basis, with the annual portion determined between the Vendor and CYFD BHS. Unspent allocations will be available to the Vendor in future periods.

The project period for this Scope of Work is July 1, 2022 to June 30, 2023.

II. GOALS:

The purpose of this supplemental funding is to prevent, prepare for, and respond to the COVID-19 virus with an intentional focus of increasing access to COVID-19 testing, vaccines, and mobile health units to mitigate the spread of this virus and increase supports for domestic violence survivors and their dependents.

III. OBJECTIVES:

Use FVPSA ARPMH funds to prevent, prepare for, and respond to the COVID-19 virus and ensure the continuity of services for survivors of domestic violence and their dependents according to the allowable use of funds, which are defined in Appendix A. The provider's use of funds will serve one or more of the following objectives:

- A. Improve access to COVID-19 testing and vaccines;
- B. Mitigate COVID-19 transmission and effects;
- C. Create medical and behavioral health care provider partnerships;
- D. Establish partnerships with mobile health units;
- E. Enhance supportive services;
- F. Expand, build capacity, and support the domestic violence services workforce; and
- G. Prevent, prepare, and respond to the COVID-19 public health emergency.

IV. PERFORMANCE MEASURES:

Vendor will maintain good standing with CYFD BHS by adhering to the CYFD Domestic Violence Survivor Services Project Standards (currently in draft form) and administrative requirements of CYFD BHS and the FVPSA ARPMH.

V. PROGRAM DESCRIPTION:

- A. The American Rescue Plan Act of 2021 is a \$1.9 trillion economic stimulus bill designed to speed up America's recovery from the economic and health effects of the COVID-19 pandemic. With the passage of this bill, the Family Violence

Prevention and Services Act (FVPSA) received a \$180 million investment in domestic violence shelters, supportive services, tribes, and culturally specific programs. Of this amount, the State of New Mexico received Seven hundred thirty-eight thousand seventy-nine dollars and no cents (\$738,079.00), which is allocated to existing subgrantees according to a FVPSA-approved formula.

- B. CYFD BHS' goal with this funding is to allow significant flexibility for each provider to determine the best use of funds for their agency as the future of the COVID-19 public health emergency is evolving and uncertain. The FVPSA office is allowing flexibility to determine which services best support the needs of children and families experiencing family violence, domestic violence, and dating violence..

VI. TARGET POPULATION:

Expenditures under the FVPSA ARPMH will be for the benefit of adult and youth victims of family violence, domestic violence, or dating violence, and their dependents.

VII. STATUTORY AUTHORITY/REQUIREMENTS:

- A. Vendor must maintain services in accordance with the following Federal regulations, including:
  - 1. [2 CFR part 182](#)—Government-wide Requirements for Drug Free Workplaces
  - 2. [45 CFR part 75](#)—Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards
  - 3. [45 CFR part 80](#)—Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964
  - 4. [45 CFR part 84](#)—Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
  - 5. [45 CFR part 86](#)—Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance
  - 6. [45 CFR part 91](#)—Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance for HHS
  - 7. [45 CFR part 93](#)—New Restrictions on Lobbying
  - 8. [45 CFR part 1370.4](#) – Family Violence Prevention and Services Act Confidentiality Requirements

9. [45 CFR part 1370.5](#) – Family Violence Prevention and Services Act Additional Non-Discrimination Requirements
- B. Vendor must adhere to the Trauma Responsive Care and Services Training Requirements in Attachment A.

VIII. DELIVERABLES AND REPORTS:

The Vendor shall:

- A. Spend funds according to a budget approved by CYFD BHS, the CYFD BHS Allowable and Unallowable Cost Guidance, and the FVPSA ARPMH Allowable Use of Funds for States and Tribes (Appendix A).
- B. Obtain pre-approval from CYFD BHS for any expenditures that require specific pre-approval according to the CYFD BHS Allowable and Unallowable Cost Guidance or that emerge as needs that are not included in an approved project budget.
- C. Conform to the CYFD Domestic Violence Survivor Services Project Standards, as published by CYFD BHS, including:
  1. Operations and Administrative Standards
  2. Community Services Standards
  3. Survivor Services Standards
- D. Ensure that all program staff and leadership participate in trauma training, in accordance with the requirements included in Attachment A.

IX. DATA COLLECTIONS ACTIVITIES, REQUIREMENTS AND DATA USE AGREEMENT (DUA):

The Vendor shall:


- A. Ensure than all data submitted to CYFD BHS complies with the confidentiality requirements of FVPSA, including the non-disclosure of any personally identifying information of survivors of domestic, dating or family violence, or their dependents.
- B. Respond to reasonable requests for information from CYFD BHS, which may be part of program management, research efforts, or are the result of requests from State or Federal authorities.

X. BILLING:

- A. Each month in which FVPSA ARPMH-eligible costs are incurred, Vendor will submit a FVPSA ARPMH invoice and backup documentation (e.g., receipts, timesheets), which includes an estimate of the number of people who benefitted from the expenditure, a description of how the expenses comply with the FVPSA ARPMH allowable use of funds, and any stories of the benefit of the expenditures.
- B. The Vendor will comply with [45 CFR part 75](#), CYFD BHS' Allowable and Unallowable Cost Guidance, and the agreed upon line-item budget between the Vendor and CYFD BHS. When required, the Vendor will seek prior approval for costs incurred.
- C. The Vendor understands that the allocations made available through NMStar are subject to the availability of State and Federal Funding appropriations, as described in the Client Services Treatment Agreement for the Behavioral Health Collaborative Member Agencies Non-Medicaid Services. If a decrease or increase in available funds is made, CYFD BHS will renegotiate the agreed upon budget with the Vendor.
- D. The Vendor shall submit invoices through the CYFD BHS Administrative Services Organization ([www.bhsdstar.org](http://www.bhsdstar.org)) no later than fifteen (15) days following the service period end date including supplemental documentation required to substantiate the invoiced expenses. The Vendor understands that CYFD BHS may require earlier submission based on State and Federal fiscal year requirements.
- E. The Vendor shall agree that funds made available to them will not be used as direct payment to any survivor or dependent of a victim of family violence.
- F. The Vendor will not assess any fee on a survivor of violence.
- G. Provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:
  - 1. Report current leaders and staff who have direct contact with children who have worked for the Vendor for more than three months, and
  - 2. Provide certification of completion for those who have completed the initial training requirements.

**EXECUTION PAGE**

**By signing below, I represent that I am an authorized signatory for the Provider and have read and understand this Scope of Work.**

<b>PROVIDER</b>	
<b>Name of Provider (Please Print or Type):</b> Torrance County	
<b>Authorized Signature:</b> 	<b>Date:</b> 07/20/22
<b>Name (Please Print or Type):</b> Janice Y. Barela	
<b>Title (Please Print or Type):</b> County Manager	
<b>Address:</b> PO Box 48 Estancia, NM 87016	
<b>E-Mail Address:</b> jbarela@tcnm.us	
<b>Phone:</b> 505-544-4703	<b>Fax:</b> 505-384-5294
<b>TIN:</b> 85-6000257	<b>NPI:</b>

**PROVIDER INSTRUCTIONS  
FOR NON-MEDICAID DOCUMENTS**

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## Attachment A – Trauma Responsive Care and Services Training Requirements

Revised 04.29.2022

The Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive*; providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice*; and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice*.

To achieve this, CYFD contracted Vendors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Vendor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the Cross-Departmental Training Review Committee (Human Services Department and CYFD representatives). Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the Cross-Departmental Training Review Committee. CYFD will provide a list of approved trainings to Vendors prior to the effective date of the Agreement, and quarterly or upon request thereafter.
  - a. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Vendors may submit request to its Program Manager for approval by the Cross-Departmental Training Review Committee which meets quarterly.
  - b. The list of approved trainings will include those that are of no cost to the Vendor. Funding for Vendor Loss of Productivity will be negotiated between the Vendor and Program Manager for inclusion in the budget.
3. Vendor staff includes those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position (“leaders”).
4. On a monthly basis, Vendors will provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:
  - a. Report current leaders and staff who have direct contact with children who have worked for the Vendor for more than three months, and
  - b. Provide certification of completion for those who have completed the initial training requirements.

5. At least seventy (70) percent of the Vendor's staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Vendor to continue billing for services.
6. Trauma responsive care and service delivery training completed by Vendor staff prior to hire, and if taken less than six (6) months prior to hire, may be submitted for approval of the Cross-Departmental Training Review Committee, via the Vendor's Program Manager.
7. When scope of work is being performed by SubVendor or Subawardee, Vendors are responsible for ensuring that the SubVendor or Subawardee's staff receive the mandated trauma responsive care and service delivery training as outlined above.

CYFD Program Managers will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Vendor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Vendor may submit request to its Program Manager. The Program Manager will route the request to Cross-Departmental Training Review Committee for approval and provide written notice of the Committee's decision to the Vendor within ten (10) working days following the Committee's quarterly meeting.

# Appendix A

## ALLOWABLE USE OF FUNDS GUIDANCE: STATES AND TRIBES

The purpose of this supplemental funding is to prevent, prepare for, and respond to the COVID-19 virus with an intentional focus of increasing access to COVID-19 testing, vaccines, and mobile health units to mitigate the spread of this virus and increase supports for domestic violence survivors and their dependents. Within these parameters grant recipients have flexibility to determine which services best support the needs of children and families experiencing family violence, domestic violence, and dating violence.

The FVPSA Program will allow CYFD (the State FVPSA Administrator) to approve a broad range of efforts to mitigate the spread of COVID-19 and to improve domestic violence survivors' access to health care in local communities, rural areas, underserved communities, American Indian communities, and for racial and ethnic specific communities. All supplemental grant subrecipients are expected to reinforce services, practices, and basic messages about prevention and treatment of COVID-19 and other infectious diseases.

All FVPSA grant subrecipients are trusted messengers and are expected to provide consistent, fact-based public health messaging to help domestic violence survivors make informed decisions about their health and COVID-19, including steps to protect themselves, their families, and their communities. Please note that FVPSA grant recipients are expected to use educational materials authorized by federal agencies and/or local public health departments.

### Improve Access to Testing and Vaccines

*Safe and voluntary access to COVID-19 testing, vaccines, and mobile health services, including rapid testing. Eliminate barriers to COVID-19 testing and vaccination.*

- Maintain contract for vaccination provider to support DV programs.
- Costs related to provision of weekly COVID-19 testing.
- Supplies and services that ensure safe and voluntary access to COVID-19 testing and vaccines.
- Maintain contract with testing provider to support DV programs. (On- or off-site)
- Testing supplies, including testing kits currently approved by FDA and CDC, storage units, and storage unit security.
- Partnerships/contracts with clinics to provide testing and vaccines for survivors.
- Formal agreements, MOUs, contracts, or interagency agreements with local/state health departments, state agencies, Indian Health Services, health centers, health care providers, mobile health units, and other community-based partners to provide access to testing, vaccines, and mobile health units for domestic violence survivors, domestic violence programs, tribes, and culturally specific programs in their states and local communities.
- Hiring interpreters to support survivors who have limited English proficiency to understand and access testing and vaccines.

## Mitigate COVID-19 transmission and effects

*Expand the range of COVID-19 mitigation activities and support the continuity of survivor services, including shelter and supportive services.*

- Create and support COVID-19 testing and mitigation teams.
- Hire COVID-19 testing or vaccination coordinators or consultants
- Costs of Alternate Shelter for COVID-19 Mitigation.
- Leasing of properties and facilities to support COVID-19 mitigation.
- Direct payment of housing expenses for survivors to maintain safe housing and mitigate the spread of COVID-19. (Provider must make third party payments to a vendor or business on behalf of a domestic violence survivor. Grant recipients that make such types of payments are required to have an established policy, process for documenting such payments for auditing purposes and in accordance with best financial practices, the ability to make such supportive services available to any program participant in need of the same or similar assistance, and the expense must be reasonable and appropriate. Examples of third-party payments may include rental subsidies; hotel motel vouchers; travel vouchers for relocation; transportation; and childcare.)
- Purchase or reimbursement of items and services related to COVID-19 testing or mitigation. (Please contact CYFD to discuss items or services related to alterations or maintenance of real property.)
- Digital technologies to strengthen a provider's core capacity to support the public-health response to COVID-19.

## Create Medical and Behavioral Health Care Provider Partnerships

*Meaningful partnerships between DV programs and health care providers. (Please see NM Primary Care Association website for a listing of federally-funded community health care centers <https://www.nmpca.org/community-health-centers/>.)*

- Establish contracts/MOUs with health centers, health care providers, local clinics, and health departments.
- Contract with doctors and nurses to make rotations at DV programs.

## Establish Partnerships with Mobile Health Units

*Increased usage of mobile health units and mobile advocacy services for survivors.*

- Collaborations with Indian Health Services to help tribes access mobile health units.
- Partnerships/contracts with mobile health units to support survivors with broad physical and behavioral health needs.
- Establishing or maintain contracts with existing mobile health units operated by hospitals, medical clinics, health centers, and public health nonprofit organizations to make regular visits each week to shelter locations, program locations, transitional housing locations, or tribal locations.
- Preventative health services to mitigate the spread of COVID-19 such as vaccines, primary health care, or behavioral health services.

- Partnerships/contracts with mobile health units for testing & vaccines.
- Operational costs or supply costs associated with the operation of mobile health units to partner with domestic violence shelters, programs, tribes, culturally specific organizations, or rural communities.

### Enhance Supportive Services

*Enhanced supportive services for survivors of domestic violence that are safe and accessible where they need them most.*

- Increase Mobile Advocacy services to support survivors beyond traditional settings.
- Contract with doctors and nurses make regular rotations to DV programs.
- Create, publish, and distribute outreach materials that include information about testing and vaccine access or safety of services.
- Integrate health supports into mobile advocacy services for survivors.
- Provide comprehensive services and supports to meet the needs of survivors to stay safe and healthy under FVPSA service definitions.
- Purchase or lease a vehicle to support access to testing, vaccine, and other health resources as well as advocacy, mobile advocacy, case management services, and information and referral services, concerning issues related to family violence, domestic violence, or dating violence intervention and prevention. (Requires FVPSA and CYFD pre-approval)
- Contract with mobile health units or other healthcare providers to provide primary health care and behavioral health care for survivors staying in shelters, safe homes, transitional housing units, and permanent supportive housing.

### Workforce Capacity Building, Expansion, and Supports

*Reduced burden for DV programs that do not have resources and staff to support COVID-19 mitigation.*

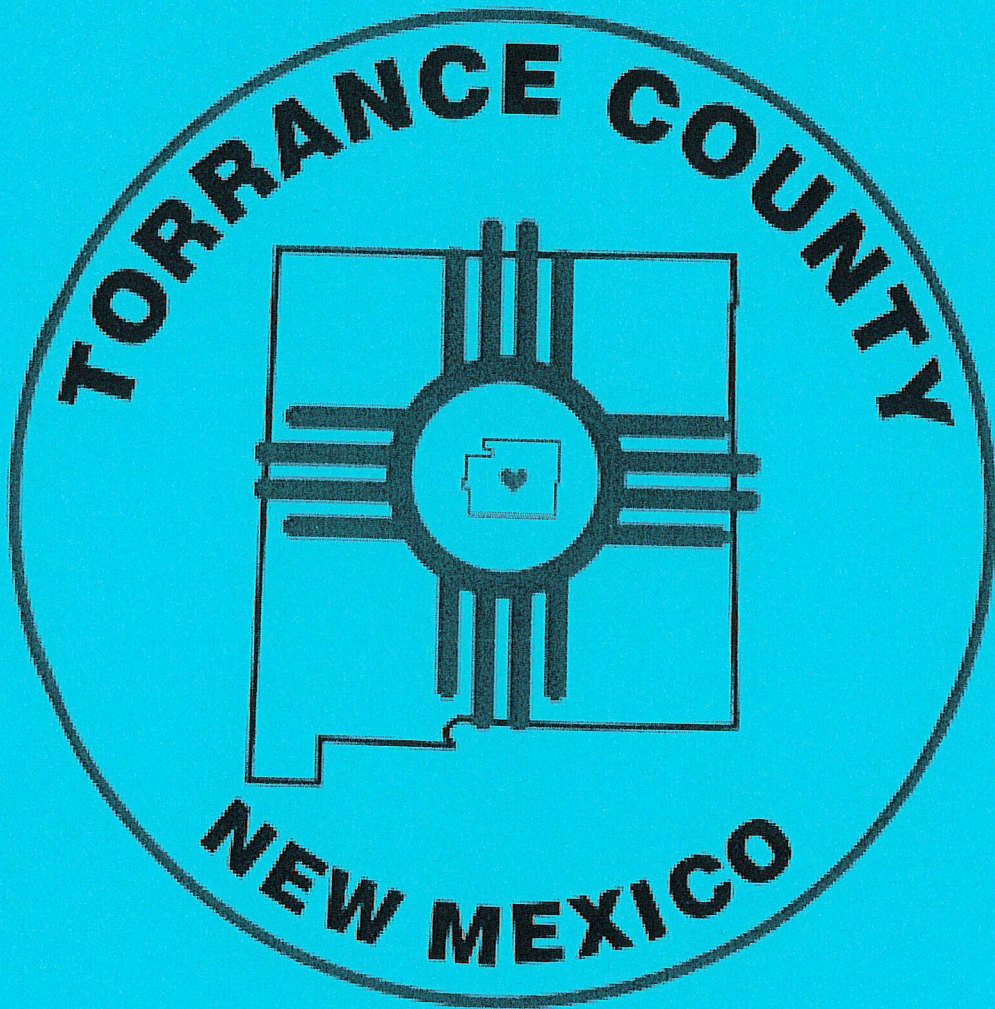
- Create and support COVID-19 mitigation teams.
- Hire culturally-competent and linguistically-appropriate providers and staff to carry out COVID-19 testing procedures, COVID-19 mitigation activities, or mobile health unit coordination activities.
- Secure and maintain adequate personnel to carry out COVID-19 testing, COVID-19 mitigation activities, or mobile health unit coordination activities. (Please be aware that fringe benefits that are tied to salaries may be subject to proportional funding restrictions, requiring contributions from other sources. Please discuss with your Program Specialist.)
- Train staff in testing and vaccine access.
- Train staff in COVID-19 mitigation policies and procedures.
- Plan for implementation of a COVID-19 testing program, COVID-19 mitigation program, or mobile health units access program.
- Train providers and staff on COVID-19 testing procedures, COVID-19 mitigation activities, or mobile health unit coordination activities.

## Prevent, Prepare and Respond Framework

*The Prevent, Prepare, and Respond Framework used for allowable CARES Act and the first round of ARPA supplemental funding for domestic violence programs. They may be allowable under the Testing, Vaccines, and Mobile Health Units funding, if not otherwise justified.*

- Enhancement of capacity to provide culturally and linguistically appropriate services during COVID-19 public health emergency and address racial disparities exacerbated by the public health emergency.
- Dissemination of educational materials and resources to local domestic violence programs and tribes on precautions to prevent, contain, or mitigate COVID-19 and other respiratory illnesses.
- Provision, on a regular basis, of immediate shelter and related supportive services to adult and youth victims of family violence, domestic violence, or dating violence, and their dependents, including paying for the operating and administrative expenses of the facilities for such shelter.
- Provision of prevention services, including outreach to underserved populations to increase access to domestic violence services and reduce the exposure and risk of COVID-19.
- Strengthening of partnerships with local and state public health authorities, local and state human services agencies, emergency services managers, health care providers, housing and homelessness services, culturally specific community-based organizations, tribes, and domestic violence programs to improve emergency operations and related outcomes for victims and their dependents.
- Reviewing, updating, and/or implementing emergency operations plan and plans to address increasing and/or shifting service demands, remote services operational capacity, potential provider closures, and staff unavailability due to illness, caretaking, or other reasons related to the COVID-19 public health emergency.
- Activities to build capacity to provide core shelter and supportive services through flexible and survivor-centered approaches that are adaptable to changing program, community, and survivor needs (e.g., mobile advocacy, flexible funding, non-congregate sheltering options).
- Provision of services for children exposed to family violence, domestic violence, or dating violence, including age-appropriate counseling, supportive services, and services for the non-abusing parent that support that parent's role as a caregiver, which may, as appropriate, include services that work with the non-abusing parent and child together, during the COVID-19 public health emergency. Please note that the provision of remote services would be an allowable activity.
- Provision of advocacy, case management services, and information and referral services, concerning issues related to family violence, domestic violence, or dating violence intervention and prevention.
- Provision of direct crisis intervention services, including counseling, mobile advocacy, telehealth, peer support, and in-person assistance. Mobile advocacy allows for advocates to work out in the community to support domestic violence survivors wherever it is safe and convenient for the survivor.
- Outreach and education to local domestic violence programs and tribes on strategies that reduce COVID-19 transmission, using existing materials where available.

- Provision of individual and group counseling, peer support groups, and referral to community-based services to assist family violence, domestic violence, and dating violence victims, and their dependents in recovering from the effects of violence during COVID-19 public health emergency.
-



*Agenda Item  
No. 12-H*



Get Started with eSignature

2 / 4 Completed

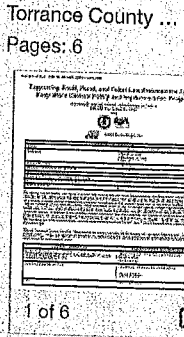
SHOW ME

### Please DocuSign: Torrance County Sheriff's Office SRT BWC Award Package ⓘ

Envelope ID  
From: SRT BWC Team  
Last change on 7/21/2022 | 10:48:09 am  
Sent on 7/21/2022 | 10:24:07 am

⌚ Waiting for Others

MOVE MORE ▾



#### Recipients

📄 SIGNING ORDER

	COMPLETED	
1	<p>✓ Cheryl A Allen callen@tcnm.us</p>	<p> Signed on 7/21/2022   10:48:08 am Signed in location</p>
	CURRENT	
2	<p>SRT BWC Team info@srtbwc.com</p>	<p> Needs to Sign Sent on 7/21/2022   10:48:09 am</p>
	WAITING	
3	<p>Dr. Shellie Solomon drsesolomon@gmail.com</p>	<p> Needs to Sign</p>
4	<p>Mason McVay masonmcvay30@gmail.com</p>	<p>CC Receives a Copy</p>
5	<p>SRT Info@srtbwc.com</p>	<p>CC Receives a Copy</p>

#### Message

Congratulations! Your SRT BWC award package has been created and is ready for final review and approval by your agency's authorized representative. Please begin the electronic signature and award acceptance process through the link above.

If your agency has any questions or concerns regarding the SRT BWC contract, **please do not sign the document**. Instead, please contact our team at info@srtbwc.com or call 888-235-0565. We will work with you to address any issues before we finalize your agency's contract. Once we obtain the signature of the authorized representative from your agency, the SRT BWC Executive Project Director Dr. Shellie E. Solomon will then sign the document. For your records, a copy of your executed SRT BWC contract will be made available in your online grant portal and will be mailed to you. Thank you, SRT BWC Team

# Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN  
Torrance County Sheriff's Office  
And



Justice & Security Strategies, Inc.

SUBAWARD INFORMATION	
<b>Name:</b>	Torrance County Sheriff's Office
<b>Address:</b>	PO BOX 498 ESTANCIA, NM 87016
<b>Award Number</b>	29210801
<b>Federal Identification Number</b>	85-6000257
<b>Micro-grantee DUNS/UEI</b>	Q8N2MFFYFMC4
<b>Program Period: Start Date - End Date</b>	01/01/2022-12/31/2024
<b>Total Amount of the Federal Award</b>	\$ 8,000.00
<b>Match Amount</b>	\$ 8,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Torrance County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Torrance County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shellie Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 <a href="mailto:info@srtbwc.com">info@srtbwc.com</a> , 888-235-0565	Typed Name and Title of Authorized Subrecipient Official
Signature of Approving Official	Signature of Authorized Subrecipient Official
Date:	Date:

*Federal Award Number: 2020-BC-BX-K001, October 1, 2020, C.F.D.A. No: 16.835. Federal Award Project Description: The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to those agencies. This is not a research and development grant.*

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

## **Attachment A: Award Specific Requirements**

- 1) **Body-worn Camera (“BWC”) Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ’s Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee’s BWC policy is approved in writing by JSS.
  - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee’s executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
  - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
  - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity.”
  - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
  - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
  - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
  - a) Should Micro-grantee’s audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
  - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
    - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
    - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.Failure to cooperate with BJA’s or JSS’s grant monitoring activities may result in sanctions affecting Micro-grantee’s DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.
- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.

## **Attachment B: Award Specific Requirements**

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: [https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ\\_FinancialGuide\\_1.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf).

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data or any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in anyway.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee 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, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either

- a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or

- b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a “procurement transaction”), micro-grantee must not discriminate against any person or business because of their status as an “associate of the federal government” (or because a person or entity is affiliated or owned by such an associate). A person or entity is an “associate of the federal government” if they are 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.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
  - a) Severe forms of trafficking in persons
  - b) Procurement of a commercial sex act
  - c) Use of forced labor in the performance of the Subgrant
  - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explore/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
  - a) Trainers comply with the law and cannot discriminate.
  - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
  - c) Trainers must be well-qualified in the subject area.
  - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:  
<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination:** Equal Employment Opportunity: Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR 42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights:** Nondiscrimination on basis of religion: Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee 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. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.

- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.

- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work

developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

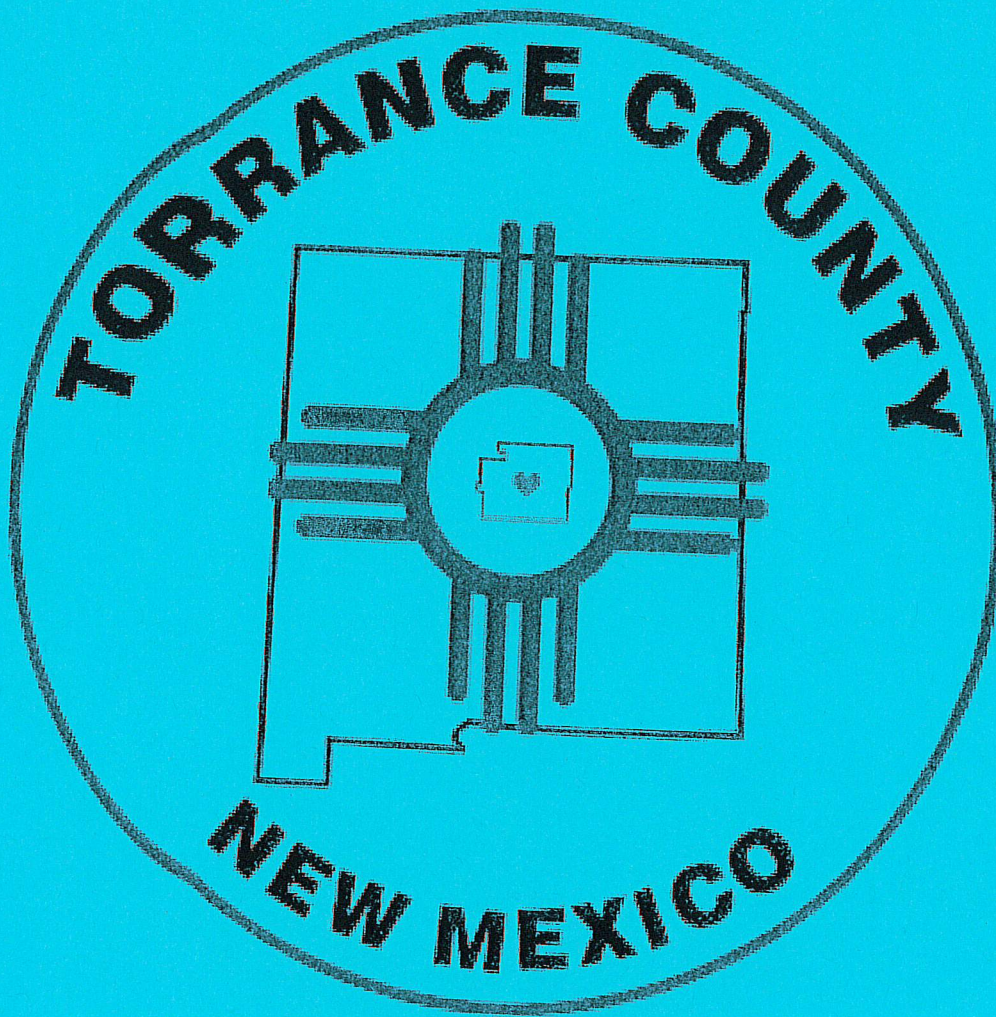
If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.



*Agenda Item  
No. 13-A*





# ANNUAL REPORT

*JESSE LUCERO*  
*TORRANCE COUNTY ASSESSOR*

# ASSESSOR'S OFFICE ANNUAL CYCLE

## 1. Determine Values for Entire County

Appraisers: Study Markets & Set Value for all Residential and Non-Residential Properties  
Personal Property & Customer Service Staff (Livestock & BPP)- Processed rendition forms  
to set value for personal property acct.  
Administration & CAMA: Performs QC for final values, Runs Sales Ratio & other statistical  
reports & prepares file for NOV Printing.  
(Jan 1<sup>st</sup> through March 1<sup>st</sup>).

## 5. Reappraisal of County

5 to 6 year plan: Appraisal Staff

Clean up of data and Land Valuation/Market  
development in years 1 & 2

Improved Properties Valuation/Market Development in  
years 3-6 (goal to reappraiser 1/4 of the improved parcels  
each year.

(Aug 1<sup>st</sup> – December 31<sup>st</sup>)

## 2. Notice of Value Sent, Protest Intake & State Evaluation

Notice of Values are mailed no later than April 1<sup>st</sup>.  
All staff help property owners with Protest intake,  
Exemptions & Valuation Freeze forms. Outreach to  
Property Owners.

Administration & CAMA: Prepare documents and meet  
with the state for Evaluation

April 1<sup>st</sup> – May 1<sup>st</sup>

## 3. Protest Settlement, Formal Board Hearings & State Certification of Value

Appraisers: Field Check, review appraisal, conduct  
informal and formal hearings on all protests

Admin & CAMA: Input State Assessed, Balance to PTD-  
01, Prepare PTD-02, PTD-03 & PTD-13 forms for the  
state. Run Abstract for file. Due 6/15 every year.

(May 1<sup>st</sup> – Aug 1<sup>st</sup>)

## 4. Tax roll and Warrant

Administration & CAMA – Tax rates are sent to the counties by 9/1. The  
rates are then entered into the CAMA. Tax roll is sent over to the  
Treasurer's office by 10/1 & the warrant is prepared. This is the process that  
gives the information to the Treasurer so Tax Bills can be sent.

(September 1<sup>st</sup> – October 1<sup>st</sup>)

# ASSESSOR'S OFFICE ORGANIZATIONAL CHART

Torrance County Assessor  
Jesse Lucero  
[jlucero@tcnm.us](mailto:jlucero@tcnm.us)  
505-544-4320

Deputy Assessor  
Linda Gallegos  
[lgallegos@tcnm.us](mailto:lgallegos@tcnm.us)  
505-544-4330

Office Manager -  
Victoria Sedillo  
[vsedillo@tcnm.us](mailto:vsedillo@tcnm.us)  
505-544-4303

CAMA Data Analyst  
Helen Gutierrez  
[hgutierrez@tcnm.us](mailto:hgutierrez@tcnm.us)  
505-544-4308

Senior Appraiser:  
Crystal Salas  
[crystalg@tcnm.us](mailto:crystalg@tcnm.us)  
505-544-4304

Property Specialist  
Cassie Knoten  
[cknoten@tcnm.us](mailto:cknoten@tcnm.us)  
505-544-4302

Customer Service  
Geno Jones  
[gjones@tcnm.us](mailto:gjones@tcnm.us)  
505-544-4301

Certified Appraiser  
Bill Holt  
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505-544-4306

Jr. Appraiser  
Tanner Solomon  
[ssolomon@tcnm.us](mailto:ssolomon@tcnm.us)  
505-544-4307

Appraiser apprentice  
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[vastorega@tcnm.us](mailto:vastorega@tcnm.us)  
505-544-4306

Appraiser Apprentice  
Zachary Davis  
[zdavis@tcnm.us](mailto:zdavis@tcnm.us)  
505-544-4305

## *Assessor's Responsibility & Statutory Duty*

- County Assessors are exclusively responsible for determining values of property for property taxation purposes in accordance with the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] and specifically 7-36-16 (A), and the regulations, orders, rulings and instructions of the department.
- Except as limited in Section 7-36-21.2 NMSA 1978, **Assessors shall also implement a program of updating property values** so that current and correct values of property are maintained and shall have sole responsibility and authority at the county level for property valuation maintenance, subject only to the general supervisory powers of the director. (This is the “Reappraisal Plan.”)

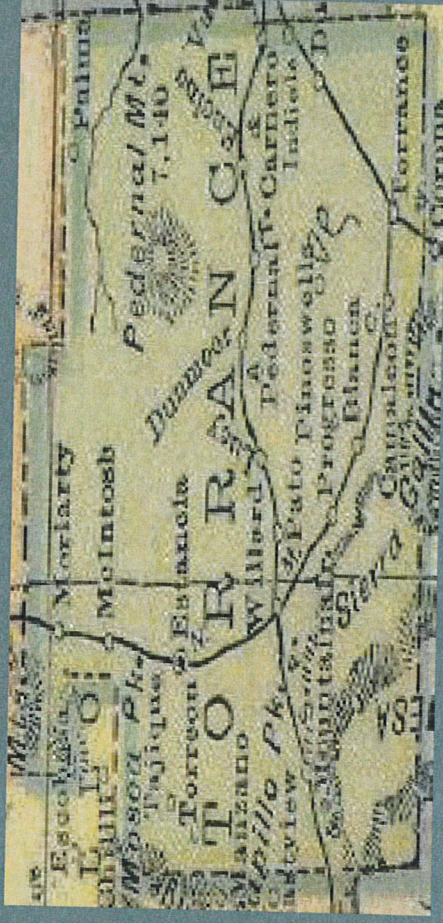


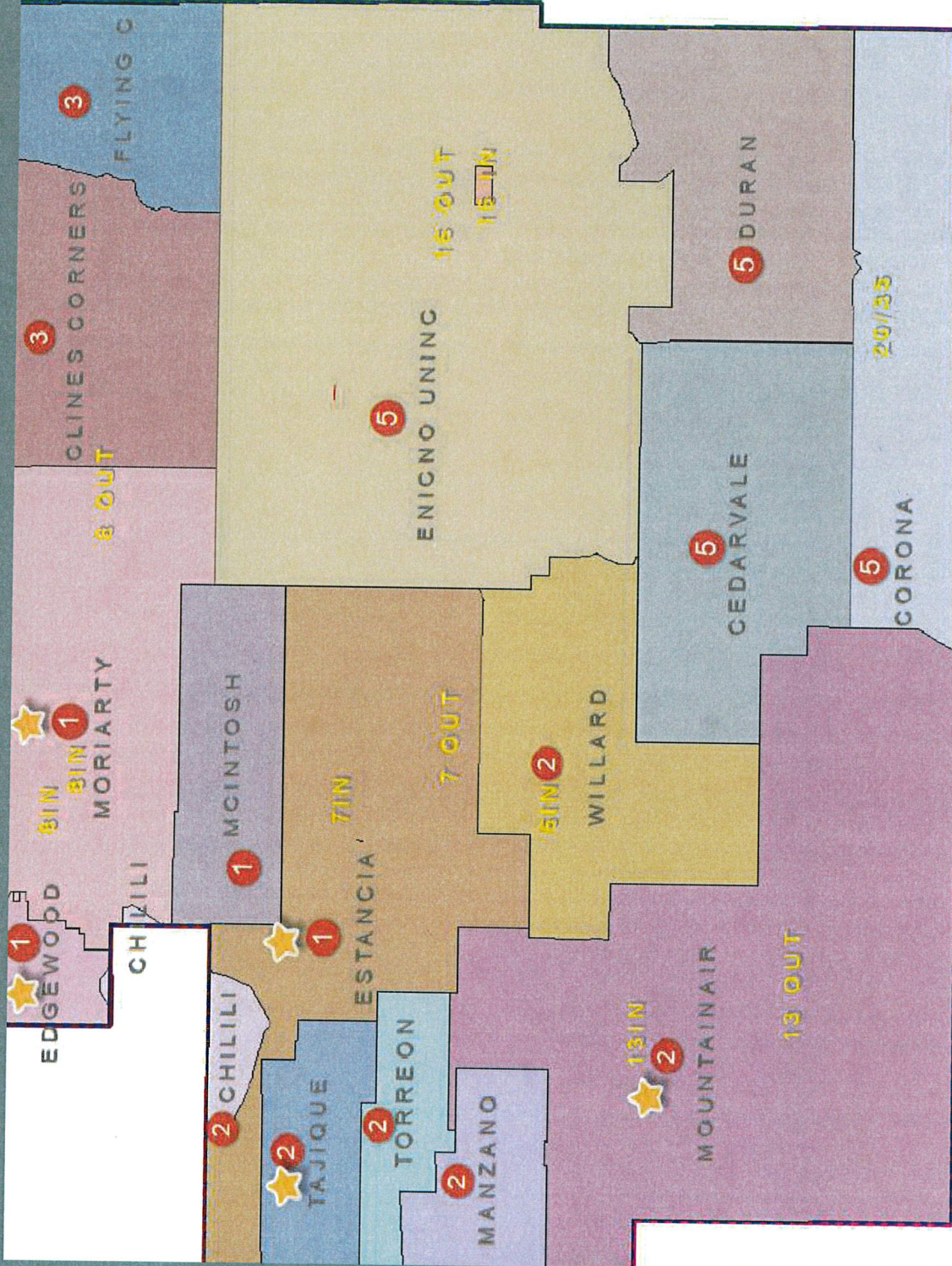
*The Heart of New Mexico*

# Assessor's Office Responsibility & Statutory Duty

## Reappraisal Project

- The Reappraisal project for 2022 will start in the areas with the highest impact of sales in the market. (8IN and 8OUT Moriarty/Edgewood).
- These areas have been identified by stars and numbers on the next slide. The market approach to valuation will be utilized as it is the preferred method in accordance with IAAO Standards.

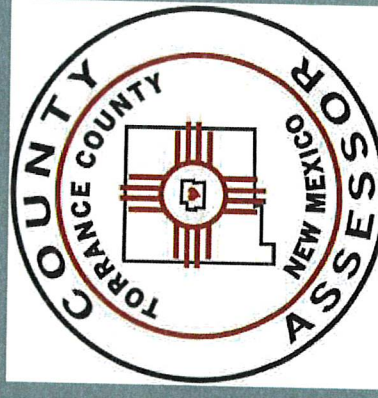




# **ASSESSOR'S RESPONSIBILITY & STATUTORY DUTY**

## **Vacant Land, Agricultural land & Residential Re-inspection Plan**

- January 2019-2025, the County Assessor implemented a five-to-six-year re-inspection & vacant land review. The plan involves clean up of critical data and review all vacant land, developing market value, setting land codes in the CAMA system, and reviewing all agricultural land.
- Years 3-6 will include re-inspecting both residential and non-residential improved accounts in each year of the plan to achieve total coverage of real property & manufactured home accounts in Torrance County.



# **ASSESSOR'S OFFICE RESPONSIBILITY & STATUTORY DUTY**

## **2019-2025 Property Valuation Program Components**

- The valuation maintenance program developed and implemented by the Torrance County Assessor consists of three major components:
- 1- Valuation and data maintenance of all taxable parcels on a yearly cycle;
- 2- Door to door re-inspection and or oblique side view and ortho imagery verification of all taxable improved real property every 5 to 6 years;
- 3- Stratification of markets based on current sales data & development of market value for properties within the county.



# **ASSESSOR'S OFFICE RESPONSIBILITY & STATUTORY DUTY**

## **Property Valuation Program Components**

- **Valuation Maintenance - Maintaining current and correct values through the appraisal/reappraisal process.**
- **Net New -Additional value of residential and non-residential property placed on the tax roll in the current year. (New Money)**
  - **New construction - Permits**
  - **Reappraisal (improvements to property)**
  - **New businesses/business personal property updates**
  - **Livestock rendition/reporting**

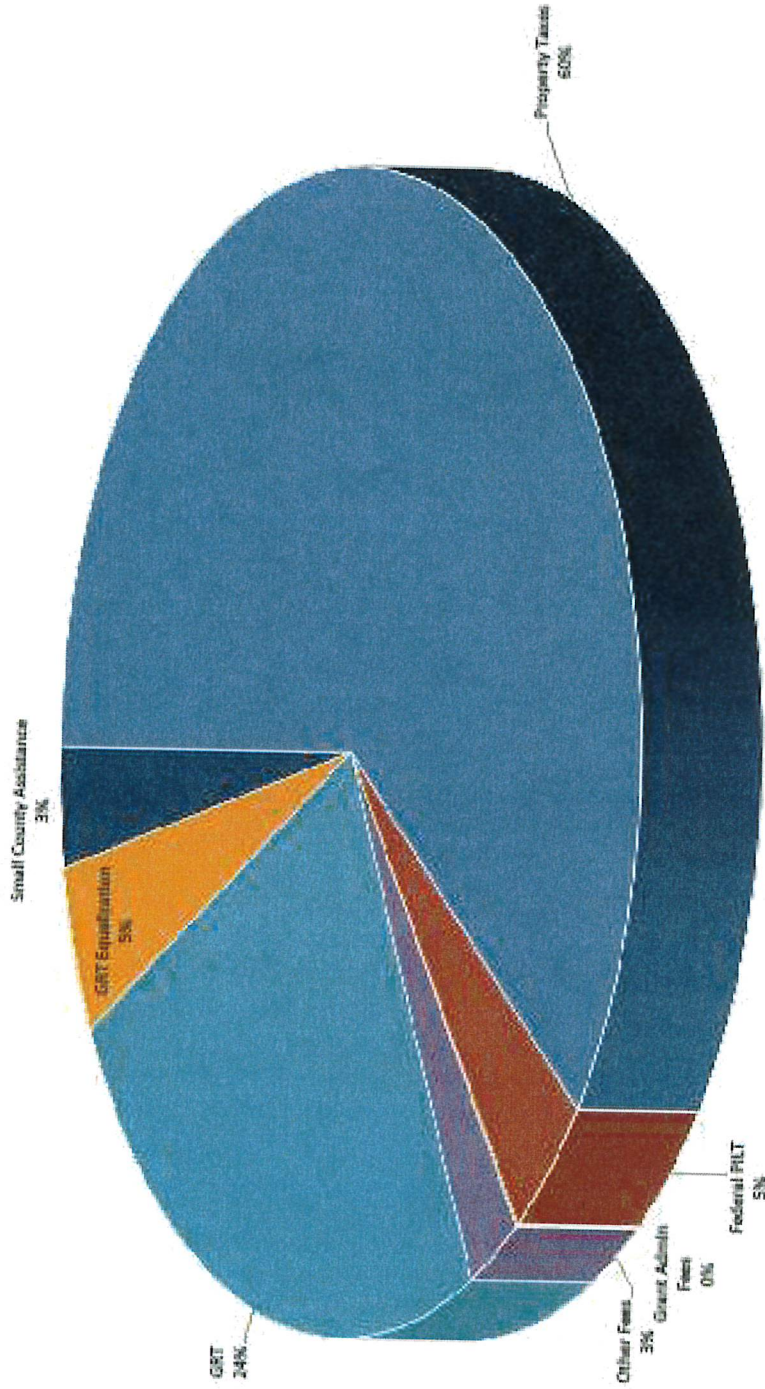
# **ASSESSOR'S OFFICE RESPONSIBILITY & STATUTORY DUTY**

## **APPROACH**

- In December of 2019, Pictometry Imagery was delivered to the County Assessor's office. This technology has greatly reduced the need for physical door-to-door review - saving time and resources.
- This technology has proven to be invaluable for its accuracy in verifying square footage of residential improvements and providing a safe environment for appraisal staff.
- Cost savings on fuel and other maintenance costs has also decreased as a result of Pictometry.

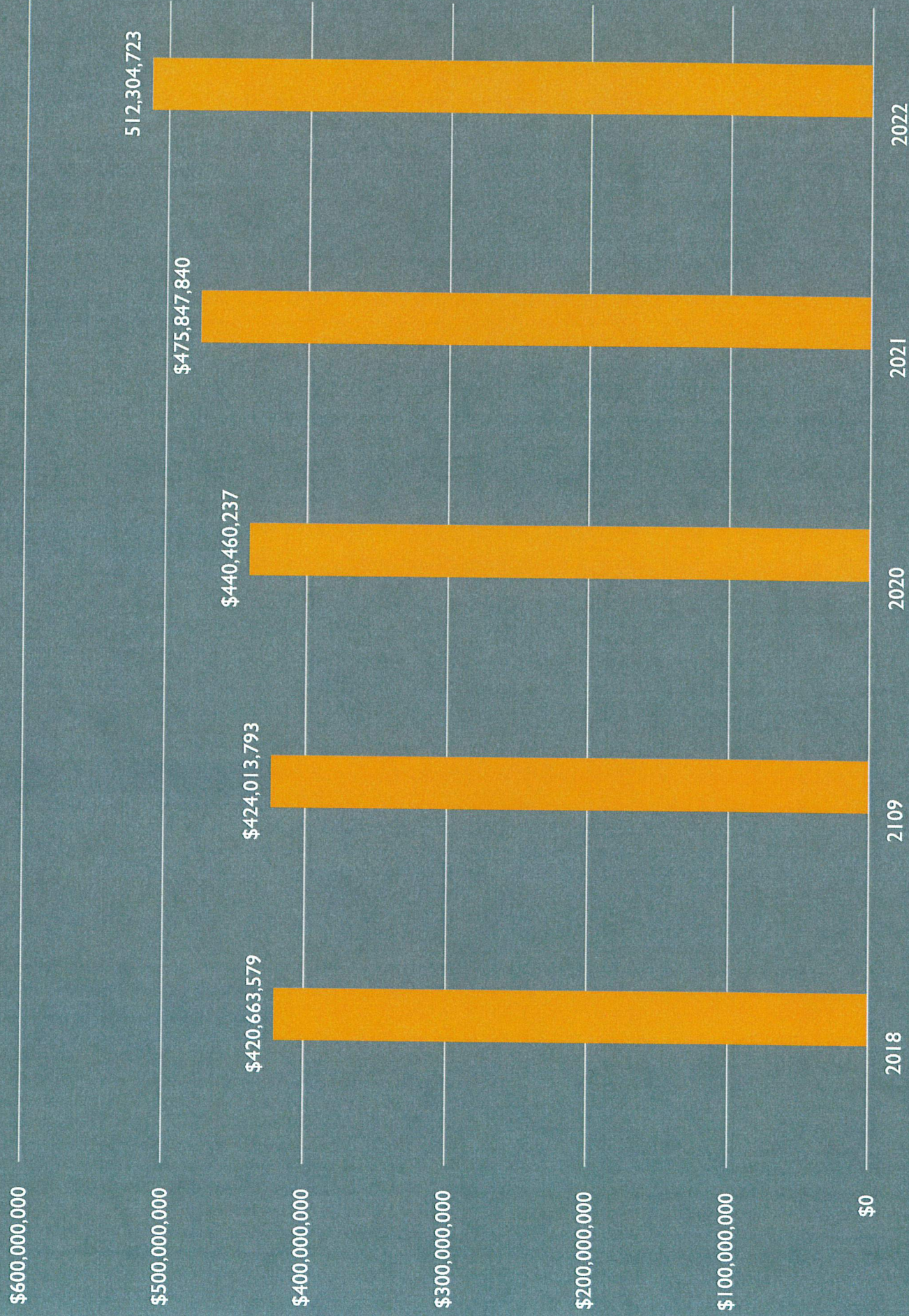
# TORRANCE COUNTY 2022-2023 OPERATING BUDGET General Fund Revenue Breakdown

General Fund Revenue



- Property Taxes
- GRT
- GRT Equalization
- Small County Assistance
- Federal PILOT
- Grant Admin Fees
- Other Fees

# Total Taxable Value



# Net New Taxable Value



# **ASSESSOR'S OFFICE RESPONSIBILITY AND STATUTORY DUTY**

• Desktop appraisal is about 80% of the appraisal process. Appraisers can more accurately determine square footage of properties, allowing them to reach a more correct valuation. There is still a need for boots on the ground when the aerial photo does not provide enough information. Here are some county statistics:

- Residential Parcels -8,049
- Non-Residential Parcels – 17682
- Agriculture Parcels – 1,666
- Commercial Parcels - 641



# ASSESSOR'S OFFICE RESPONSIBILITY AND STATUTORY DUTY

## Formal Protest Hearings

- Notices of Value were mailed out on April 1, 2022. The protest period was from April 1, 2022, until May 2, 2022. (May 1, 2022, fell on a Sunday)
- The Assessor's office has 64 protests filed for the 2022 tax year and the Appraisal staff is currently working on resolving these protests. Formal protest hearings are set for August 2 and 4 if 2022 if necessary.



# ASSESSOR'S OFFICE RESPONSIBILITY AND STATUTORY DUTY

- The reduction in protests shows that the Assessor's office is accomplishing our goal of current and correct assessments. Of those 64 protests, 31 protests were agricultural classification issues.
- During the budget process, I had requested the addition of another much-needed employee to assist with this specific voluminous process of assessment in our office, and while denied, I will continue to advocate for this position.
- Total livestock value \$4,971,759/3
- $\$1,657,253 \times 0.011850 = \$19,638.40$
- Total Business Personal Property Taxable Value \$7,569,355
- $\$7,569,355 \times 0.011850 = \$89,696.85$
- Grand Total = \$109,335.25



# OFFICE ACCOMPLISHMENT & GOALS

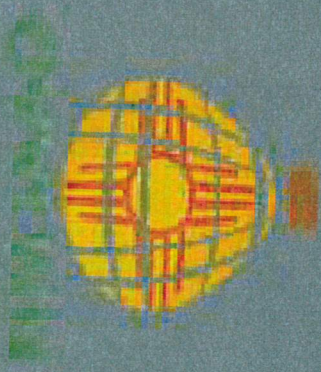
## Goals for 2022/2023

- Continued property reassessment while developing land values based on current market sales data;
- Market stratification and development of a true mass appraisal system based on market sales data.
- Continue to develop workflow processes and procedures.
- Collaborate with Eagle view (Pictometry) for a Fall flyover.

# **OFFICE ACCOMPLISHMENT & GOALS**

## **Residential Appraisal Training and Certification**

- The Assessor's office has 3 New Mexico State Certified Appraisers.
- Staff members are working towards certifications with the New Mexico State EDGE program.
- The Appraisal department has members working toward becoming New Mexico State Certified Appraisers and other appraisal designations over the next couple of years.



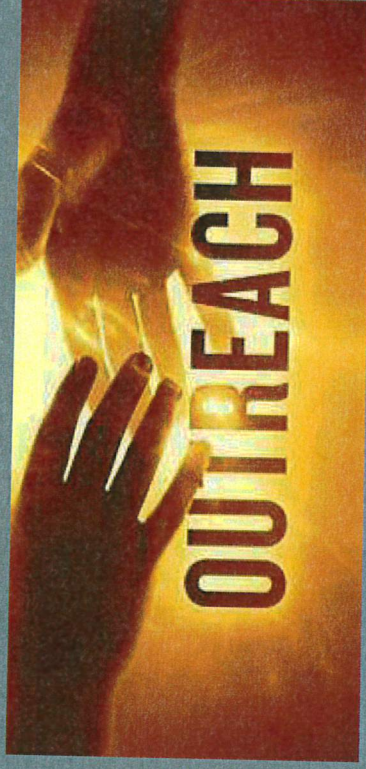
# OFFICE ACCOMPLISHMENT & GOALS

## Outreach Opportunities

Assessor staff members conduct several outreach meetings, some after normal business hours, for the purpose of informing the public on issues relating to property assessments, notices of value, exemptions and benefits.

The various meetings have been held at:

- Village of Encino (Town Hall) (1)
- Mountainair Senior Center(2)
- Moriarty Senior Center(1)
- Corona Village Hall (1)
- Estancia Fire Admin Building (1)
- Estancia/Mcintosh Senior Centers (2)



These outreach opportunities are for the purpose of providing information to taxpayers regarding Veterans' Exemptions, Head of Family Exemption, and other taxpayer benefits they may qualify for.

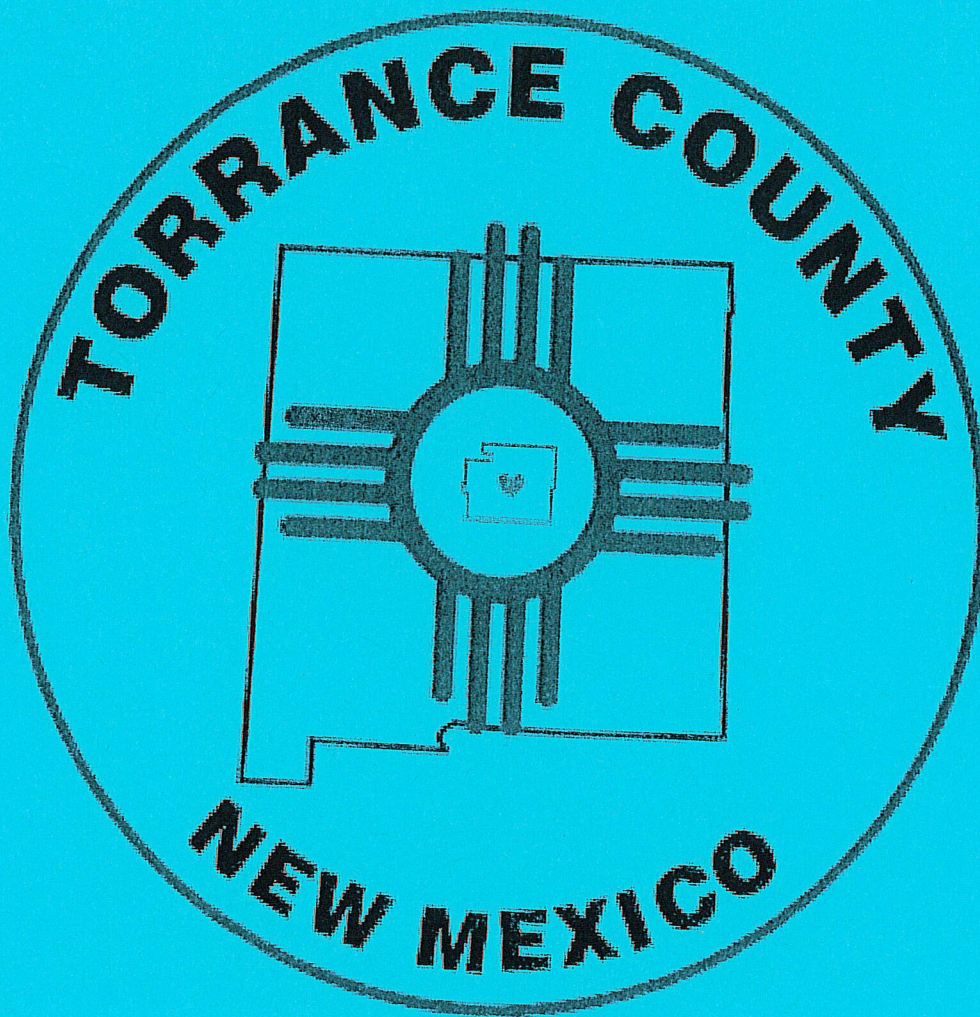
# OFFICE ACCOMPLISHMENT & GOALS

## State Evaluation

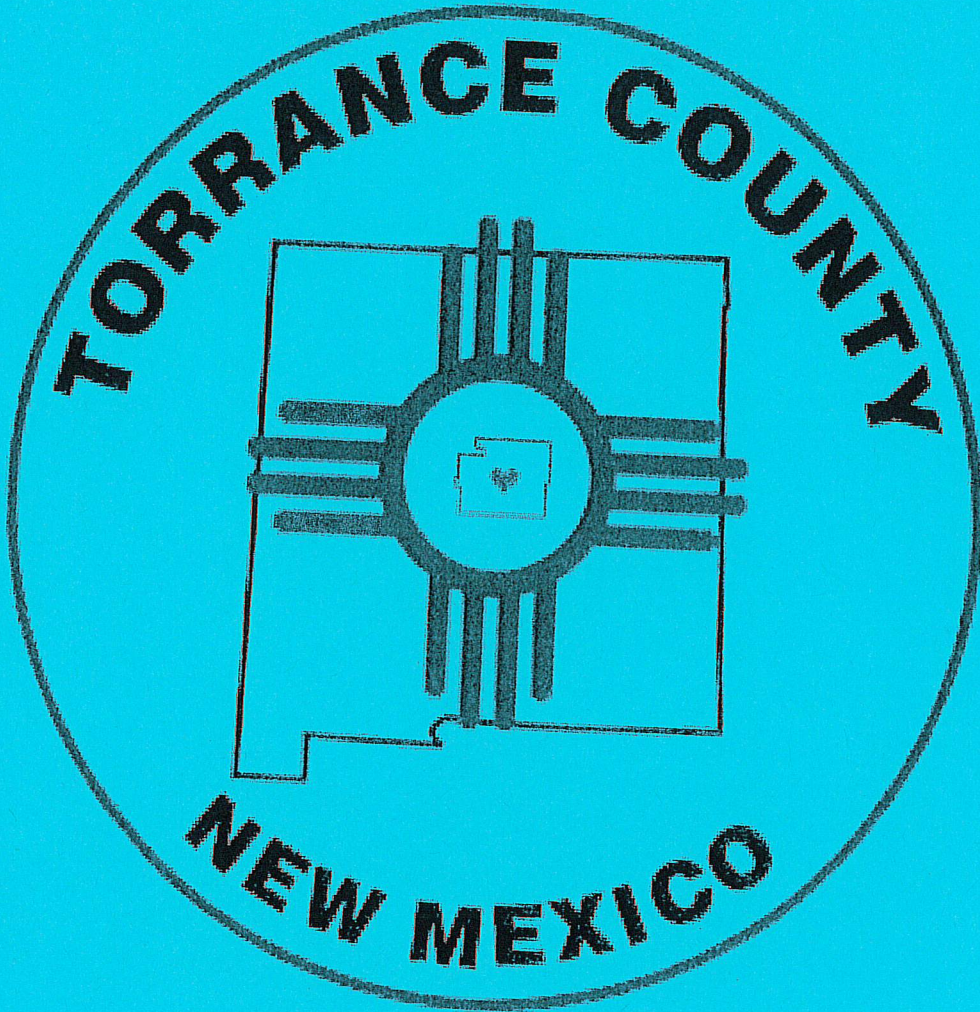
- The Torrance County Assessor's office is continually working with the New Mexico Property Tax Division toward current and correct property valuation as mandated.
- The focus is to:
  - Move from dependence on the cost method of valuation to the sales market approach to valuation;
  - To stratify properties into neighborhoods and value based on current sales data;
  - Continued development and implementation of the reappraisal plan to ensure that property tax assessments are equitable for all property owners.

# QUESTIONS?





*Agenda Item  
No. 13-B*



*Agenda Item  
No. 13-C*

## Infrastructure Capital Improvement Plan FY 2023-2027

### Torrance County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date					2027	2026	2025	2024	2023	Total Project Cost	Amount Not Yet Funded	Phases?
					2023	2024	2025	2026	2027								
26827	2023	001	County Fair Ground Improvements	Facilities - Other	901,950	118,800	4,537,500	1,375,000	165,000	8,080,770	7,178,820	Yes					
20624	2023	002	New County Government Offices	Facilities - Administrative Facilities	310,800	8,000,000	250,000	0	0	8,560,800	8,250,000	Yes					
26803	2023	003	Road Department Equipment	Equipment - Other	157,000	206,800	800,000	0	0	1,163,800	1,006,800	Yes					
25657	2023	004	4x4 Sheriff Patrol Vehicles	Vehicles - Public Safety Vehicle	359,000	132,000	132,000	132,000	132,000	1,019,000	660,000	Yes					
39148	2023	005	Green Road Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	400,000	400,000	No					
14072	2023	006	County Road Improvements	Transportation - Highways/Roads/Bridges	900,000	300,000	0	0	0	1,200,000	300,000	No					
36646	2023	007	Security Fencing / Target Hardening	Facilities - Other	136,857	38,500	0	0	0	175,357	38,500	Yes					
36651	2023	008	Restoration and Preservation of Historical Records	Other - Other	0	66,000	82,500	28,600	0	177,100	177,100	No					
28448	2023	009	Duran Water System Improvements	Water - Water Supply	145,000	448,676	2,394,304	0	0	2,987,980	2,842,980	Yes					
37625	2023	010	Emergency Management Facility and Shelter	Facilities - Other	560,884	185,000	0	0	0	745,884	185,000	Yes					
18519	2023	011	Water System Upgrade	Water - Water Supply	0	0	330,000	0	0	330,000	330,000	Yes					
26830	2023	012	Purchase and Equip Medical Response Vehicles	Equipment - Public Safety Equipment	303,033	332,236	332,236	0	0	967,505	664,472	Yes					
36698	2024	001	Mescalero Reservoir Dam Mitigation	Water - Storm/Surface Water Control	0	0	85,000	0	0	85,000	85,000	Yes					
39178	2024	002	New Type 6 Urban Interface Apparatus	Equipment - Public Safety	0	0	500,000	0	0	500,000	500,000	No					

Torrance County/CIP 22000



## Infrastructure Capital Improvement Plan FY 2023-2027

		Equipment											
10012	2024	003	Emergency Services Infrastructure	0	0	400,000	0	2,000,000	0	2,400,000	2,400,000	0	Yes
39183	2024	004	Remodel Former Jail/Evidence Area	1,515	0	410,080	0	0	0	411,595	410,080	0	Yes
39185	2024	005	New Regional Animal Shelter	0	0	4,400,000	0	0	0	4,400,000	4,400,000	0	No
37624	2025	001	Abo Water System Development	0	0	0	120,000	1,720,088	0	1,840,088	1,840,088	0	Yes
39189	2025	002	Develop Torrance County Park	20,000	0	0	0	475,000	375,000	870,000	850,000	0	Yes

<b>Number of projects:</b>	19												
<b>Funded to date:</b>	3,796,039	10,228,012	14,653,620	1,263,120	5,702,088	672,000	36,314,880	32,518,840					
<b>Grand Totals</b>													



*Agenda Item  
No. 13-D*

# NM Regional Recreation Centers/Quality of Life Grant Application Instructions

## GRANT APPLICATION PERIOD OPENS JULY 18, 2022

### OVERVIEW

The NM Department of Finance & Administration is pleased to announce the funding opportunity for NM Regional Recreation Centers and Quality of Life grant. \$45 million is available for communities statewide to plan, design, furnish/equip and construct recreational projects.

This funding exists to improve the quality of life for New Mexico residents by creating new or expanding existing regional recreational facilities. These recreational facilities are defined as any project that will contribute to the quality of life for regional residents. Some examples of these recreational facilities could be a community center, skatepark, rodeo grounds, picnic shelters, or structures that enhance public based recreational activities.

Funds will be distributed on a reimbursement basis through June 30, 2025. All contracts awarded under this Invitation to Submit Project Applications will terminate on June 30, 2025.

### Pre-Application Webinar

#### NM Regional Recreation Centers/Quality of Life Grant Pre-Application Webinar

**Wednesday, July 18, 2022 – 10:00 to 11:00 AM**

Potential applicants must register for the webinar to attend. The link to register for the webinar:

NM Regional Recreation Centers/Quality of Life Grant Webinar Registration

NM Regional Recreation Centers/Quality of Life Grant Application (must submit application via Microsoft form)

### Who can apply?

Eligible applicants must be a legally recognized government or quasi-governmental entity. A local government must submit a project proposal on behalf of a non-profit entity in support of the project.

The following list of applicants includes eligible government or quasi-governmental entities:

- Municipalities
- Counties
- Tribal Governments
- Special Districts (Acequias & Land Grants)

### What documents are required?

- Completed application form (submitted online) – [NM Regional Recreation Centers/Quality of Life Application](#)
- This is a competitive application process. A local governing body must be the lead applicant in this application.

Local or quasi-governing body must serve as the lead applicant and submit on behalf of the eligible partner(s).

- An Operating and Use Agreement from an eligible political subdivision is required within 60 days after the execution of contract to document that they will own the capital asset and ensure the asset is maintained. This agreement is required to comply with the Anti-Donation Clause of the New Mexico Constitution, Article XIII, Section IX.
- A current full project budget must be submitted including funding gaps and all sources of secured and anticipated revenue. (Exhibit 1)
- Applicants must provide quotes or estimates for equipment, vehicles, and real property/buildings the application. Equipment and vehicle line items without quotes will not be eligible for consideration. State and local procurement policies must be complied with for the duration of the project.
- 

All documentation must be emailed to [RegionalRec.NM@state.nm.us](mailto:RegionalRec.NM@state.nm.us)

\* The Department reserves the right to offer an award amount different than the amount requested.

### Funding Categories & Selection Criteria:

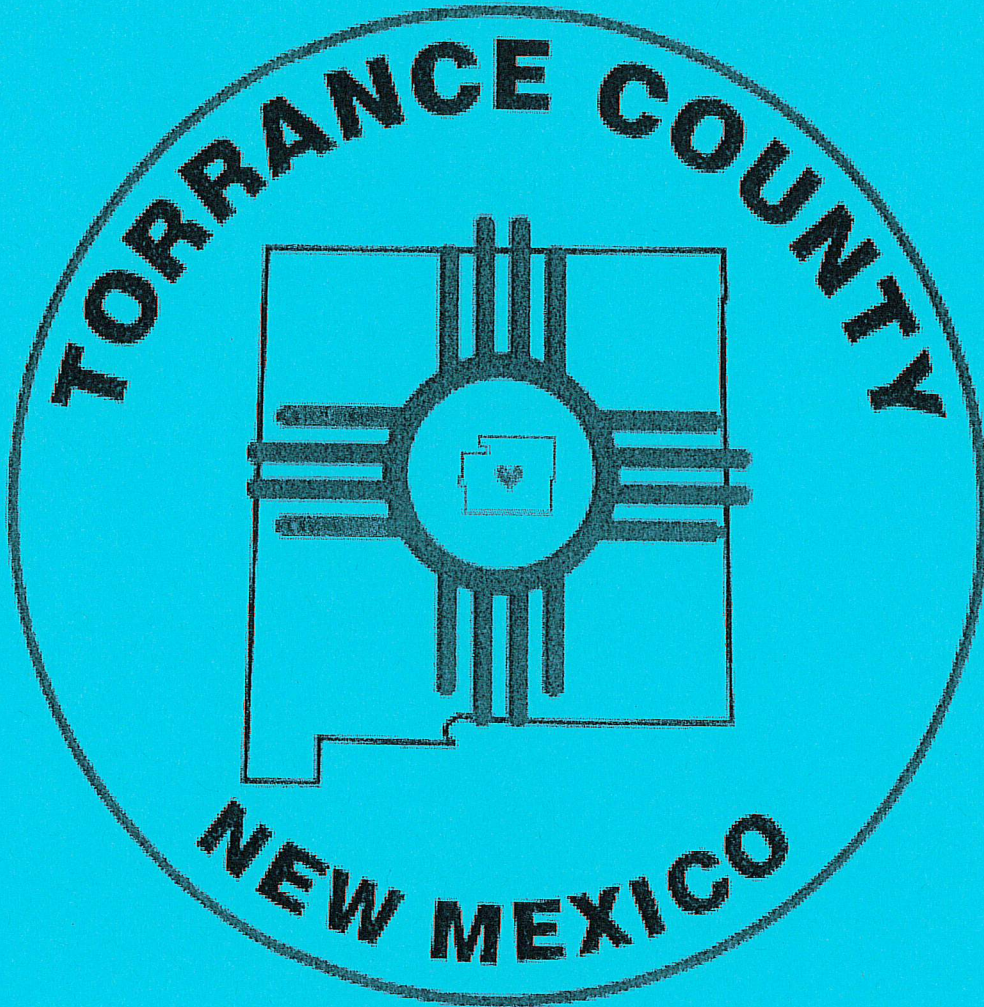
Project proposals from an eligible organization and its local government partner will be considered in two areas: (A) Economic Impact: Project must show demonstrable benefit to the local community, either by attracting and retaining residents or attracting visitors. (B) Recreational Access: The project must be open for public use. Note: Projects on tribal lands are eligible and do not have to be open to the general public but should be open to tribal members.

Project Type:

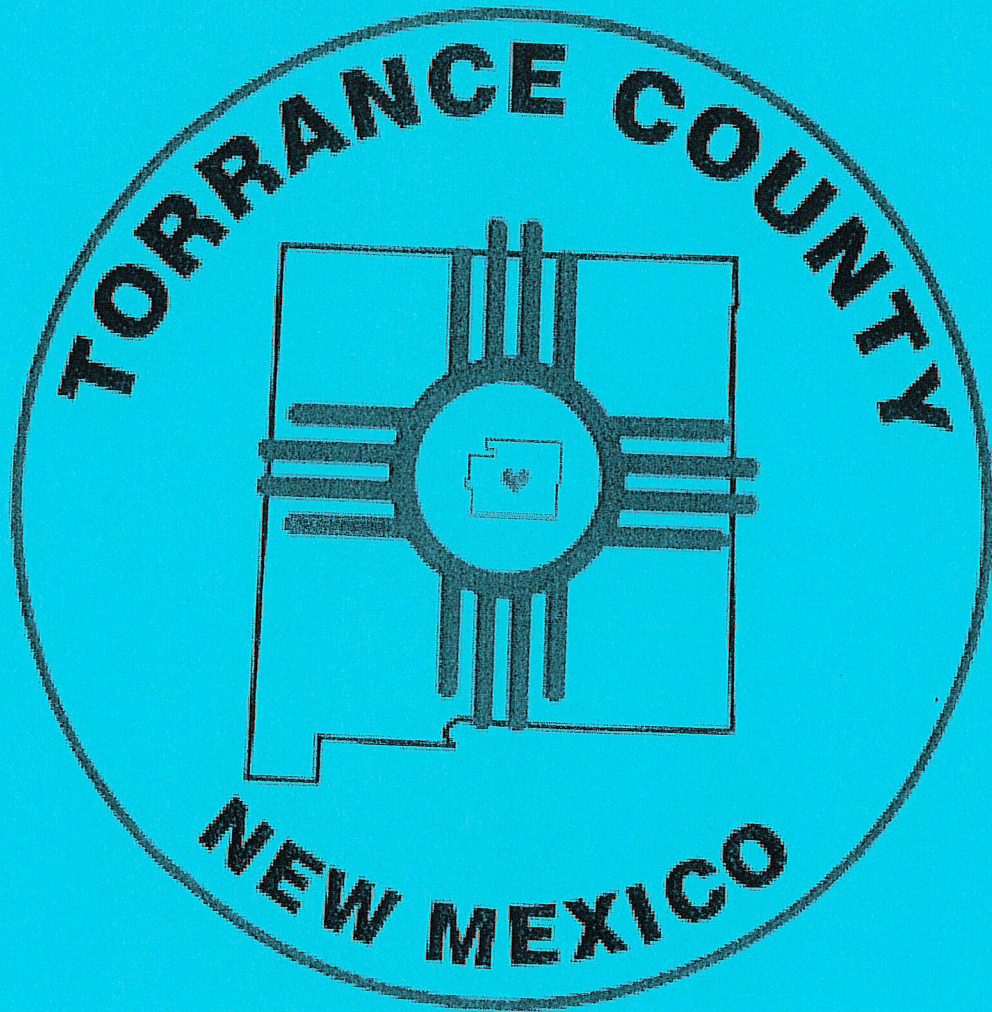
- Plan/Design: Preliminary Engineering Report (PER), planning and design
- Equipment: indoor or outdoor equipment to include playground equipment, etc.
- Construction: for small and large projects to include community centers, skateparks, splash pads, rodeo grounds, outdoor theatres, picnic shelters, or structures that enhance public based recreational activities

Collaborative proposals and partnerships are eligible and encouraged. Applicants must specify the lead entity for contracting purposes.

The Department will select applications for funding based upon analysis of the submitted response. Selections will be made based on the following criteria.



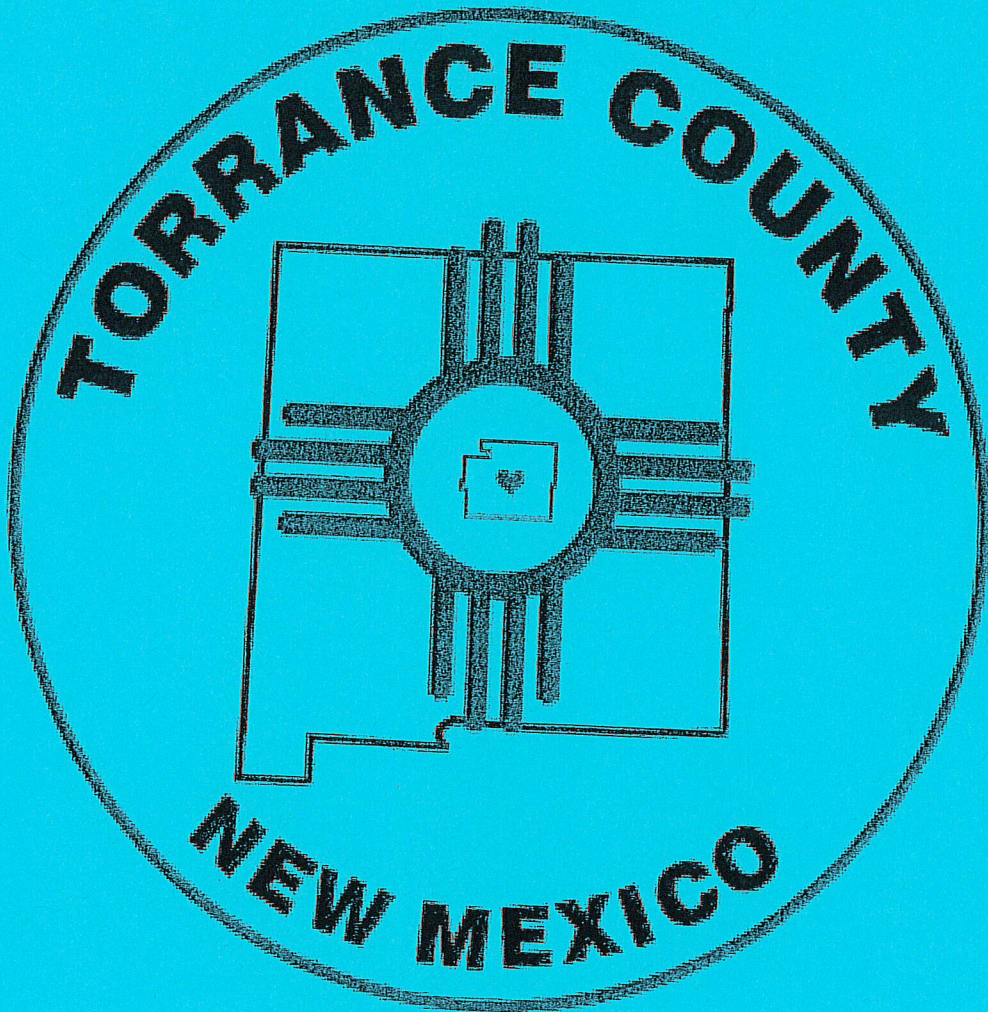
*Agenda Item  
No. 13-E*



*Agenda Item  
No. 13-F*

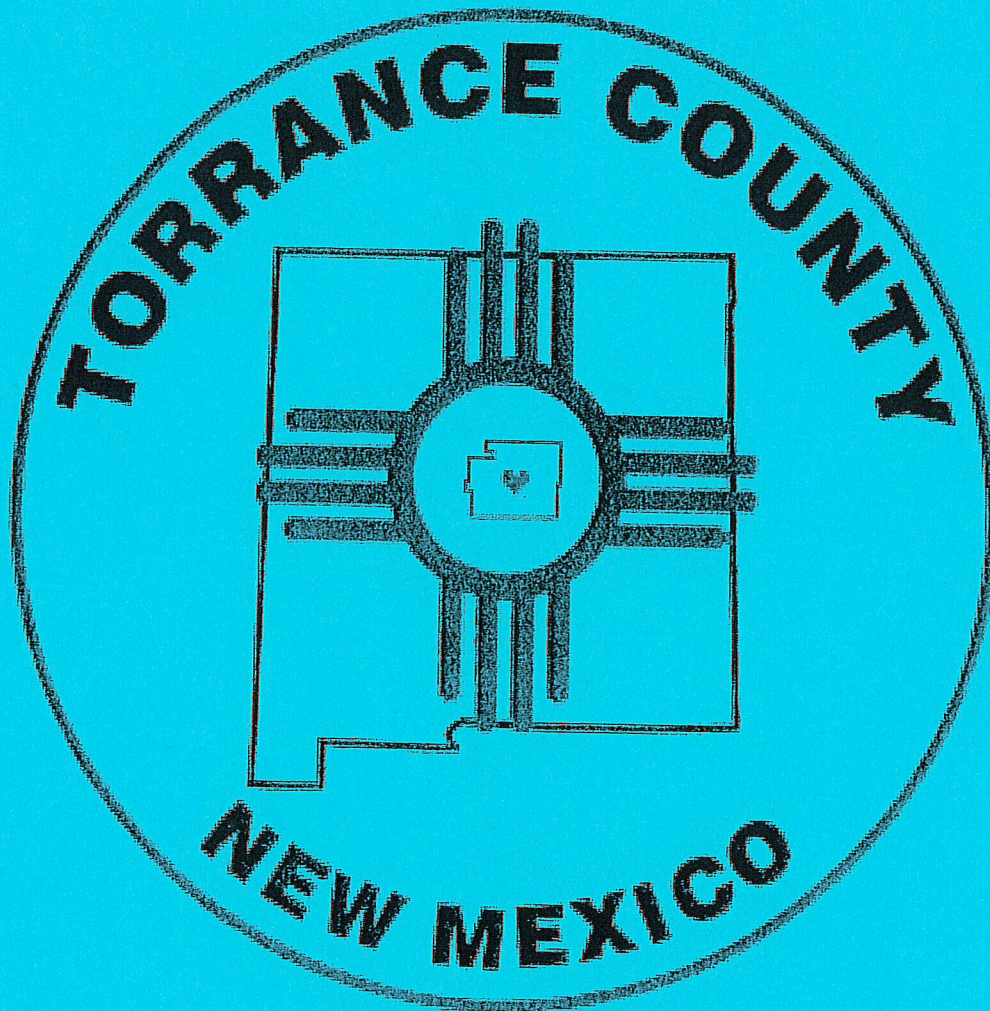


*Agenda Item  
No. 14*

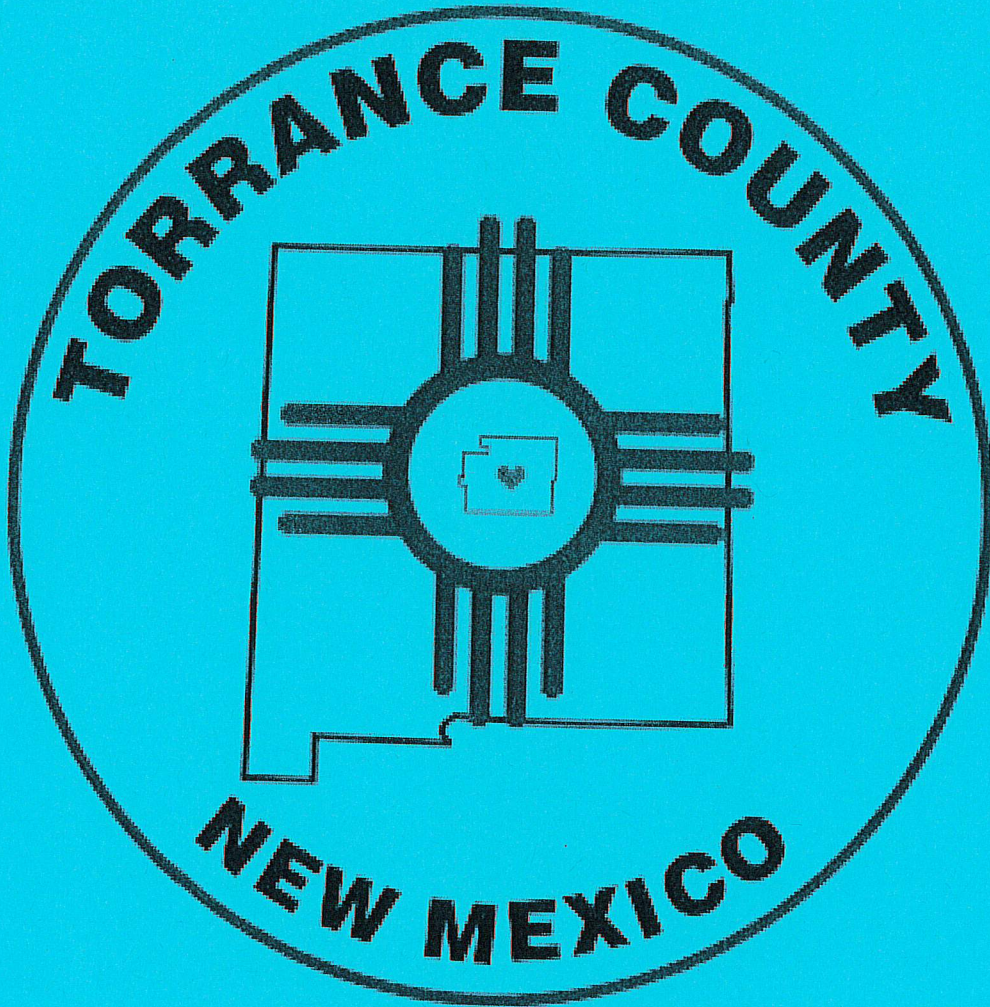


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No. 15*





*Agenda Item  
No. 16*



*Agenda Item  
No. 17*