

TORRANCE COUNTY
COMMISSION MEETING
August 24, 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

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

ADMINISTRATIVE MEETING AGENDA

WEDNESDAY, August 24, 2022 @ 9:00 AM
205 S. Ninth Street, Estancia, NM 87016

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Changes to the Agenda**
4. **PROCLAMATIONS**
5. **CERTIFICATES AND AWARDS**
 - A. **TREASURER:** Recognition of Employee Service Pin: Franchesca Archuleta (2)
(Deferred from August 10, 2022 Meeting)
 - B. **ASSESSOR:** Retirement Announcement: After 26 years of service to Torrance County, we recognize and celebrate Victoria Sedillo.
6. **BOARD AND COMMITTEE APPOINTMENTS**
 - A. **GRANTS:** Motion to appoint Jennette Hunt to the Estancia Valley Youth & Family Council (EYFVC) as the representative from the faith-based community as allowed per the Bylaws of the Estancia Valley Youth and Family Council. The term expires 8/15/2024 at which time the Commission may renew the appointment.
7. **PUBLIC COMMENT and COMMUNICATIONS**
8. **APPROVAL OF MINUTES**
 - A. Motion to approve the August 10, 2022 Torrance County Commission Meeting 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. CLERK: Motion to approve Resolution 2022-____ designating the location the polling places for all statewide elections conducted in 2022 & 2023.

B. GRANTS: Acceptance of Agreement for Capital Appropriations Project to plan, design, construct, equip and furnish an administrative office building in Estancia in Torrance County (22-G3053).

C. GRANTS: Acceptance of Agreement for Capital Appropriation Project Plan, design and construct a shop and fencing for the Road Department equipment in Torrance County (22-G3050).

D. GRANTS: Acceptance of Agreement for Capital Appropriation Project to purchase and equip road equipment, including a double steel vibratory roller and loader, for the Road Department in Torrance County. 22-G3051

12. APPROVALS

A. CLERK: Motion to approve Memorandum of Understanding (MOU) between the Office of the Secretary of State (SOS) and Torrance County to receive funds (Statute 1-11-19) for the November 8, 2022, General Election in the amount of \$36,000.00.

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. (Deferred from August 10, 2022)

C. FIRE: Discussion and possible approval of the reclassification of one vacant EMS Lieutenant position to an EMT-Firefighter position.

D. FIRE: Discussion and possible approval of request to change required certification for EMS Lieutenant positions from Paramedic to Intermediate, including setting the salary for each certification. (Deferred from August 10, 2022)

E. GRANTS: Ratification of Amendment No. 2 Professional Services Contract, Estancia Valley Youth & Family Council Boys Council Services in Estancia, NM, with Ware Resources, LLC. Agreement # 21-690-3200-20847.

F. GRANTS: Ratification of Amendment No. 3, Professional Services Contract, RFP TC-FY30-03 Agreement # 21-690-3200-20847, Juvenile Justice Continuum Coordinator, with VIA Homes & Development, LLC.

G. GRANTS: Ratification of Amendment No. 1 Professional Services Contract, Estancia Valley Youth & Family Council Girls Circle Services in Estancia, NM, with Lyndsi Donner, Braycon Companies, LLC. Agreement # 21-690-3200-20847.

H. MANAGER: Motion to accept the First Quarter 2022 Restrictive Housing Report from CoreCivic pursuant to NMSA 1978 § 33-16-5.

I. COMMISSION: Motion to approve contract with Janice Y. Barela, relating to County Manager position.

13. DISCUSSION

A. GRANT: Annual update of the Estancia Valley Youth & Family Council. (Presented by Rebecca Armstrong, Juvenile Justice Continuum Coordinator)

B. MANAGER'S REPORT

1) Update on Primary Election 2022 Internal Audit.

C. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

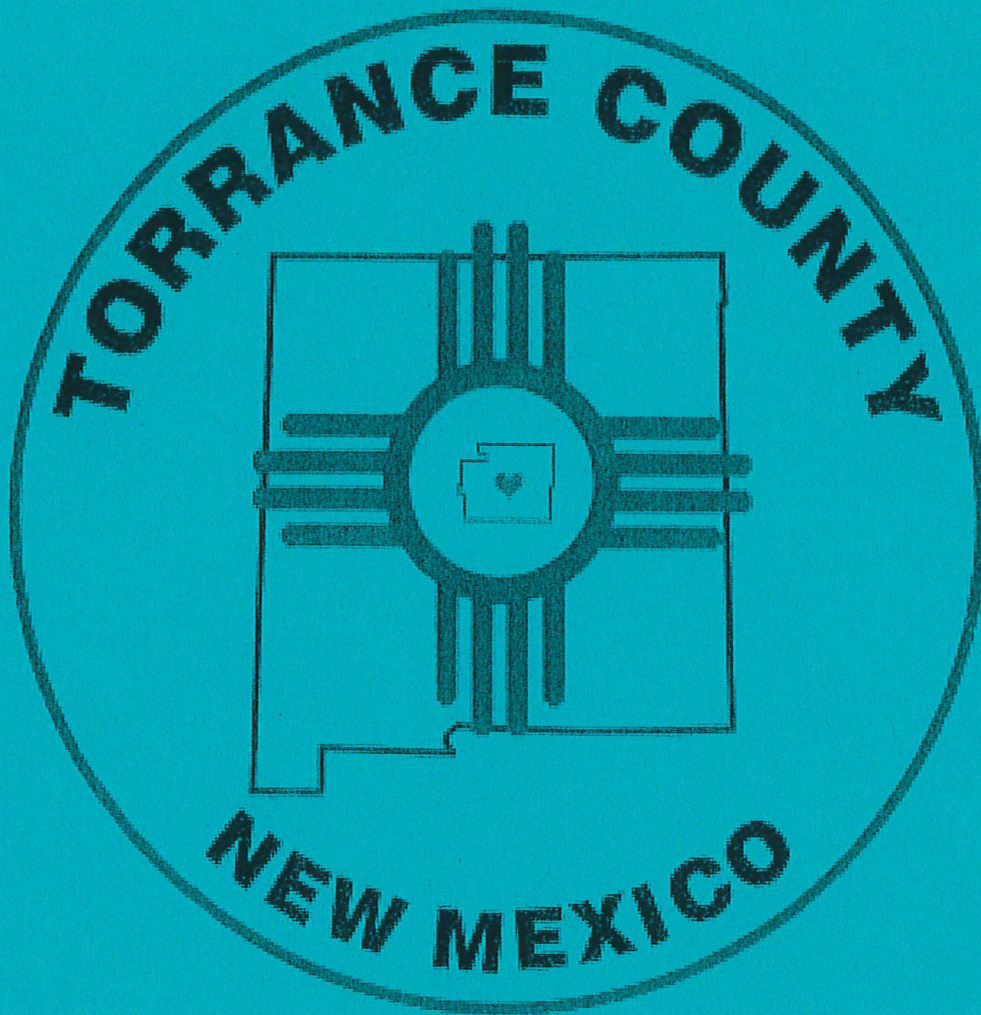
14. EXECUTIVE SESSION

A. Discuss limited personnel matters (County Manager), closed pursuant to NMSA Section 10-15-1(H)(2).

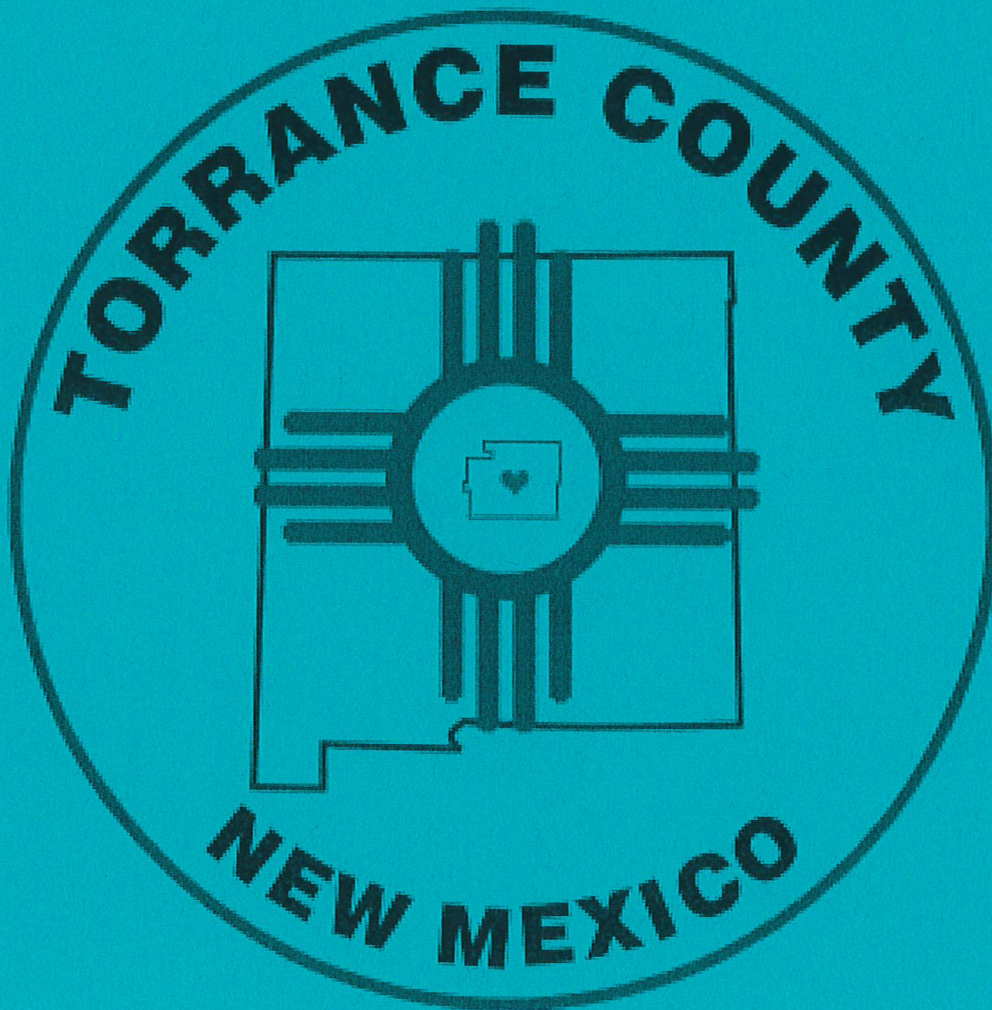
15. Announcement of the next Board of County Commissioners Meeting:

16. SIGNING OF OFFICIAL DOCUMENTS

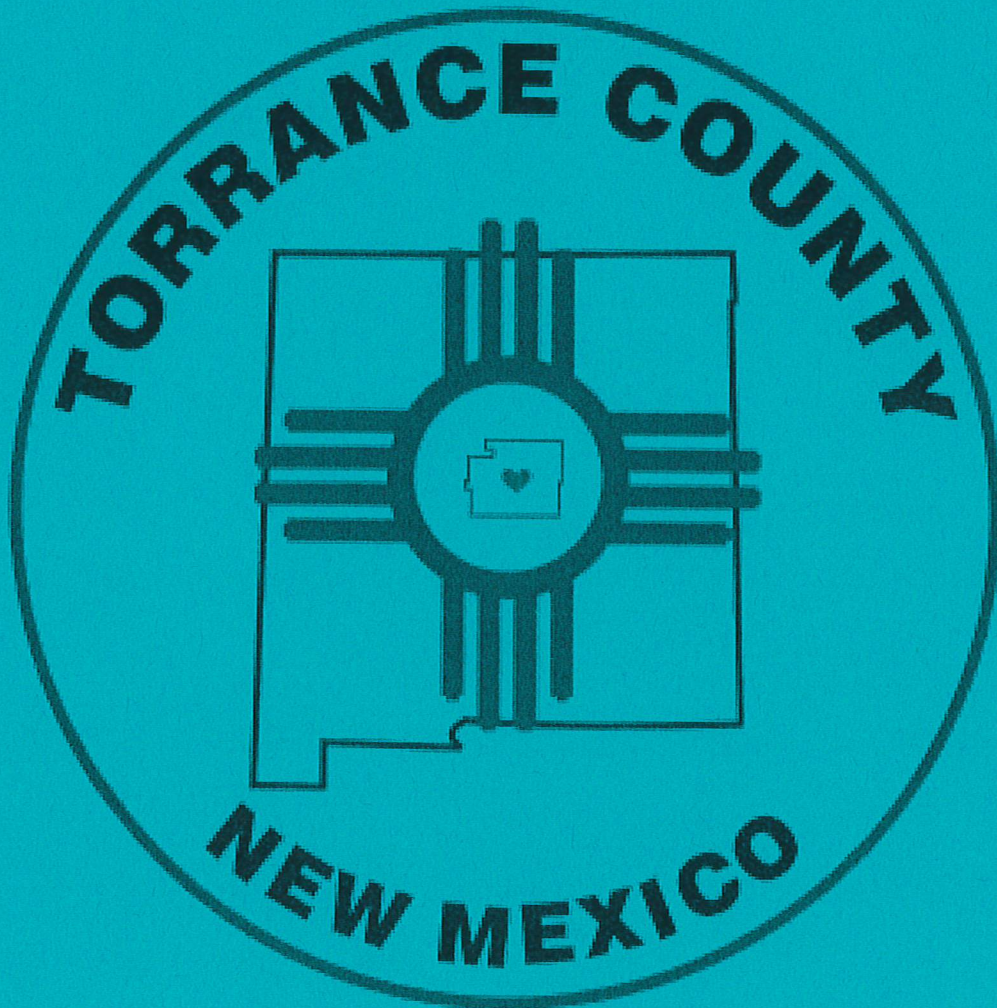
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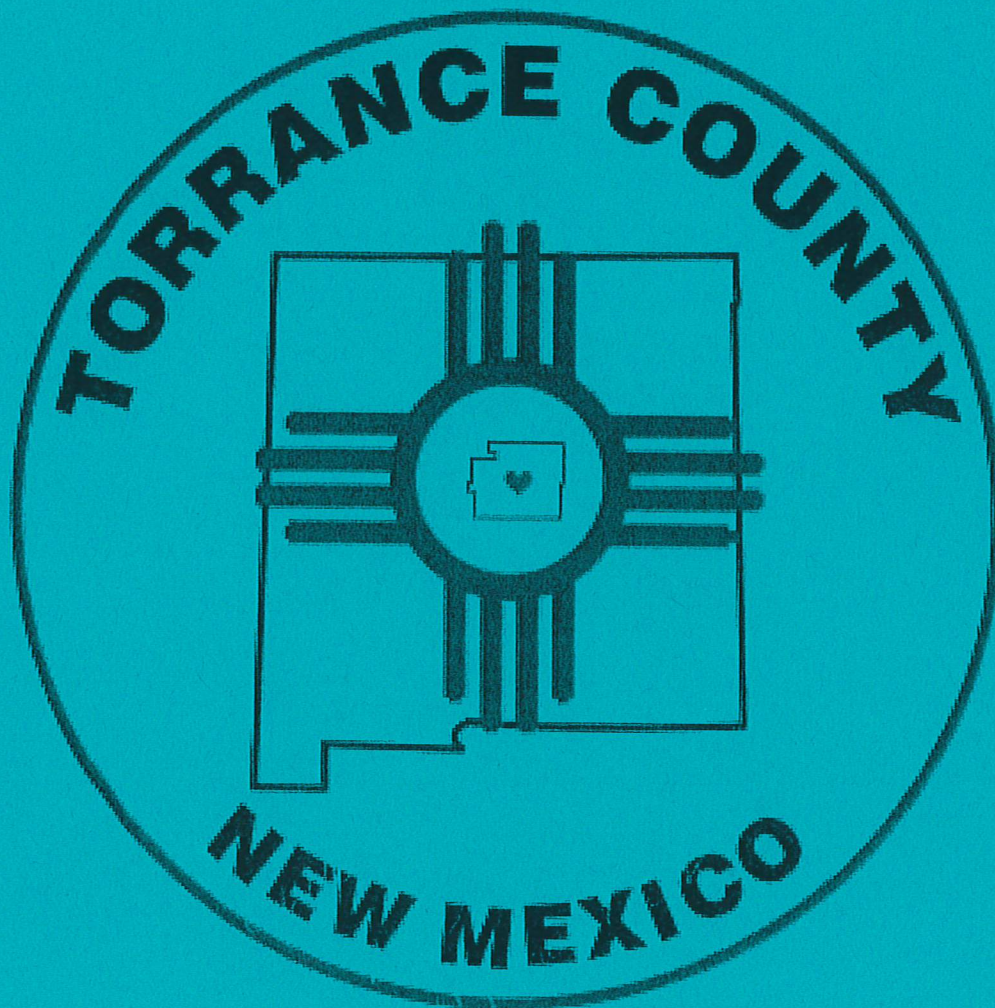
*Agenda Item
No. 1*



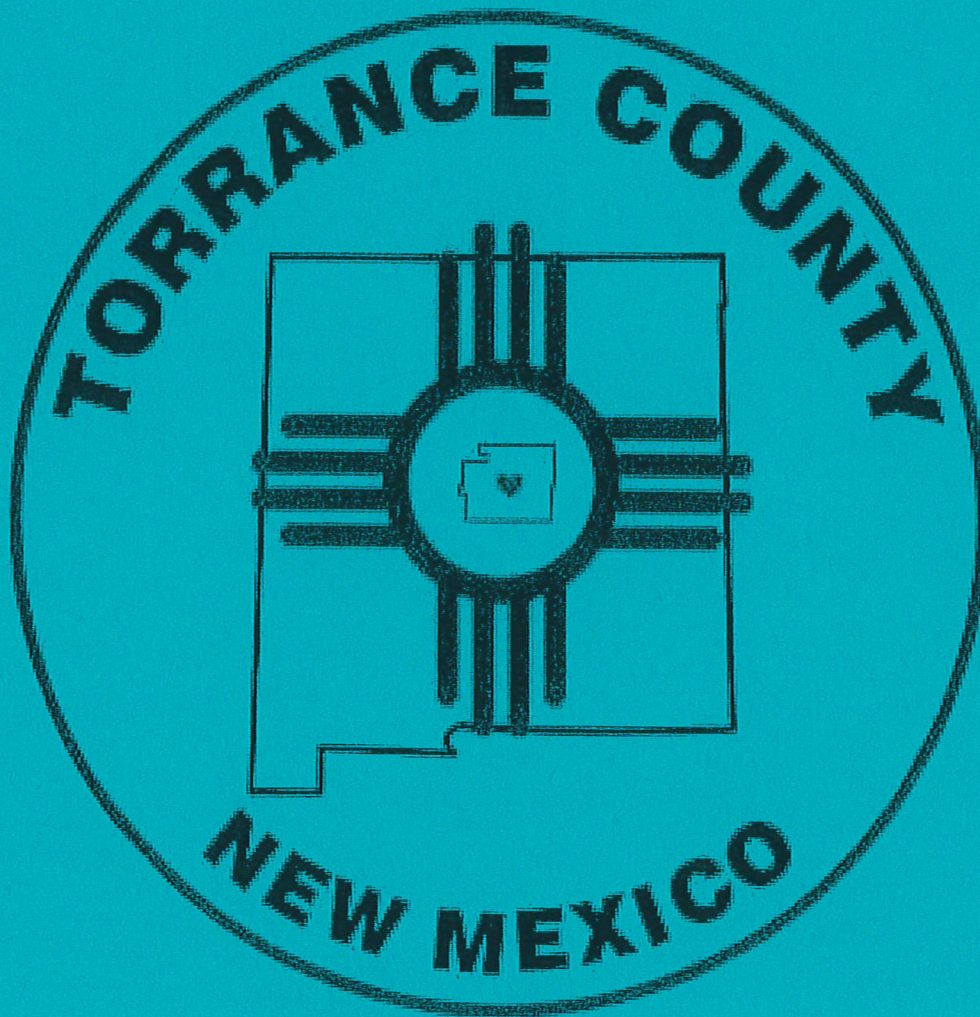
Agenda Item
No. 2



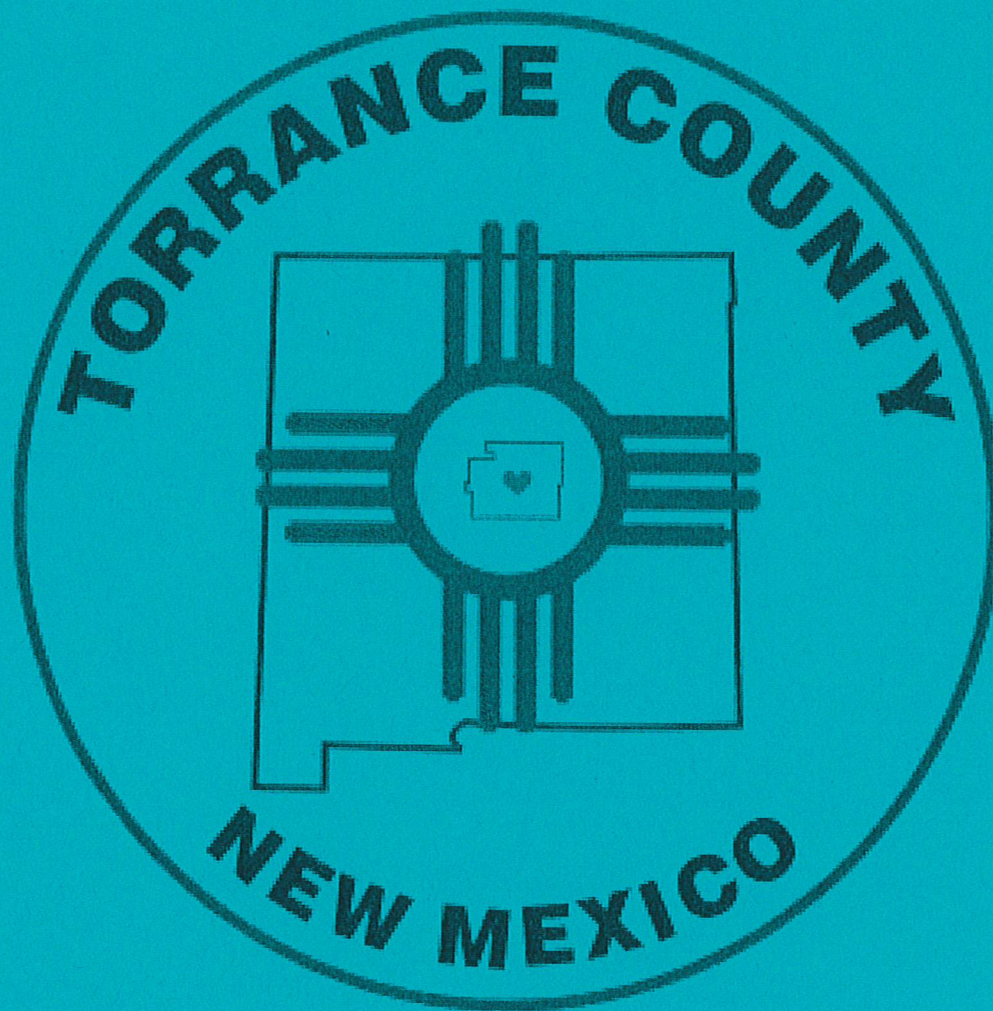
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No. 3*



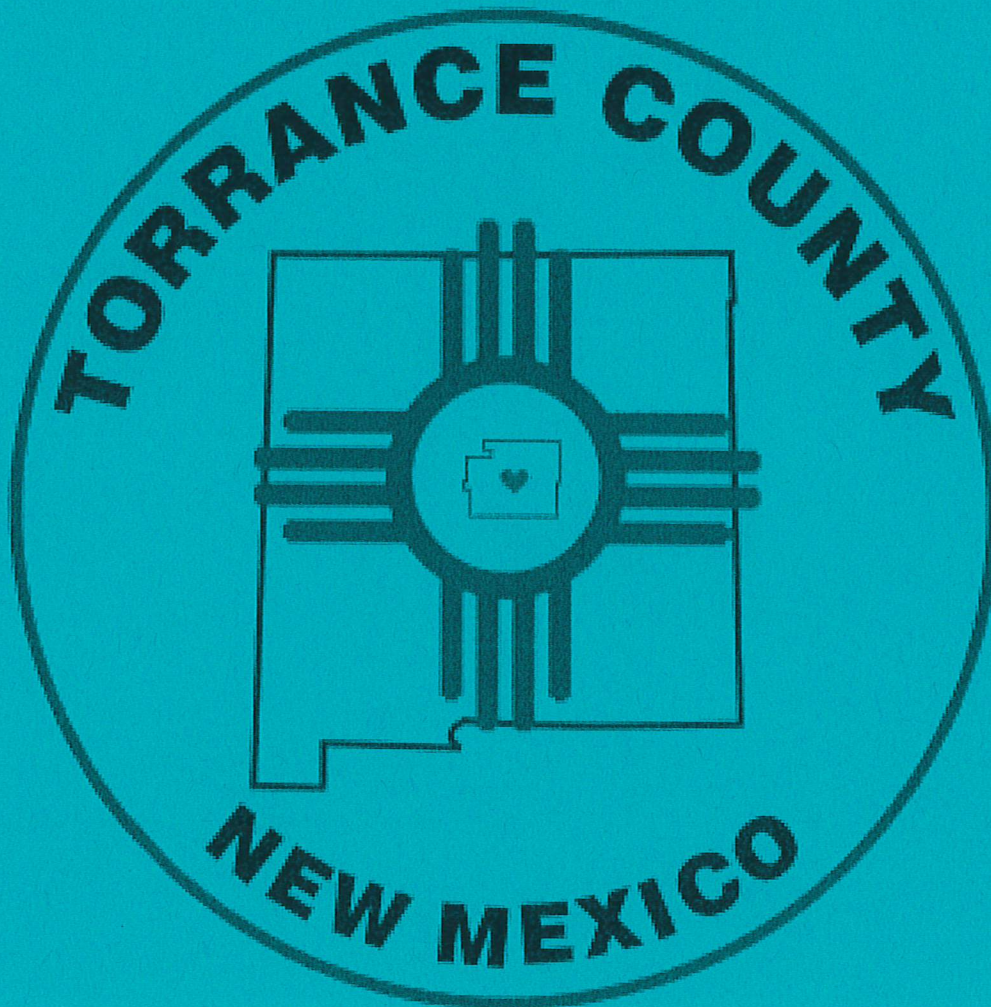
*Agenda Item
No. 4*



*Agenda Item
No. 5-A*



*Agenda Item
No. 5-B*



*Agenda Item
No. 6-A*

August 5, 2022

To: Torrance County Commission

RE: Interest in EVYFC Board

Honorable Commissioners and Torrance County Manager,

I recently began attending the EVYFC/ Juvenile Justice Board for Torrance County with my son, Soren Hunt, who serves as the youth member on this board. While there, Cheryl Allen and Rebecca Armstrong suggested to me to apply to serve as a representative of the faith community.

I am the mother of 6 kids and am a resident of the town of Estancia in Torrance County. I am a member of The Church of Jesus Christ of Latter-Day Saints and attend services at the Estancia Building located at 1466 Hwy 41. I currently serve as the Primary President in our ward/congregation. My role in this position is to oversee the children ages 18 months- 11 years old, as well as the adult leaders who are assigned to teach them. Some of these children are considered "at risk youth." The main purpose of my role with these children is to help them "Feel their Heavenly Father's love and learn about His plan of happiness." In addition to this, from 2016-2018 I served as the Young Woman's President where I oversaw the young woman ages 12-18 years old, which also included "at risk youth." The EVYFC mission is to, "develop a community network to serve and support the success of our youth and families in a positive, professional, and organized manner." I believe that this is an extension of what we already do for the children in our church community. I would love the opportunity to further assist the youth in our community.

I have a passion for serving and helping, and that is especially true for those who don't have a voice. My oldest child, whom I adopted, is considered "at risk" due to early life trauma and inadequate prenatal care believed to have been the cause of his current diagnosis. His diagnosis requires ongoing specialized psychotropic and therapeutic treatment. I am primarily responsible for ensuring he consistently complies with the prescribed treatments in order to promote normal development.

I became a registered nurse in part because of my ability to apply my innate maternal instincts to the care of others. My licensure as a registered nurse is evidence of my adherence to professional standards of care, but I am also a mother who believes care must be individualized. I believe I can assist the EVYFC to "positively impact and enhance the lives of our youth and prepare them for a productive adulthood," as the vision states.

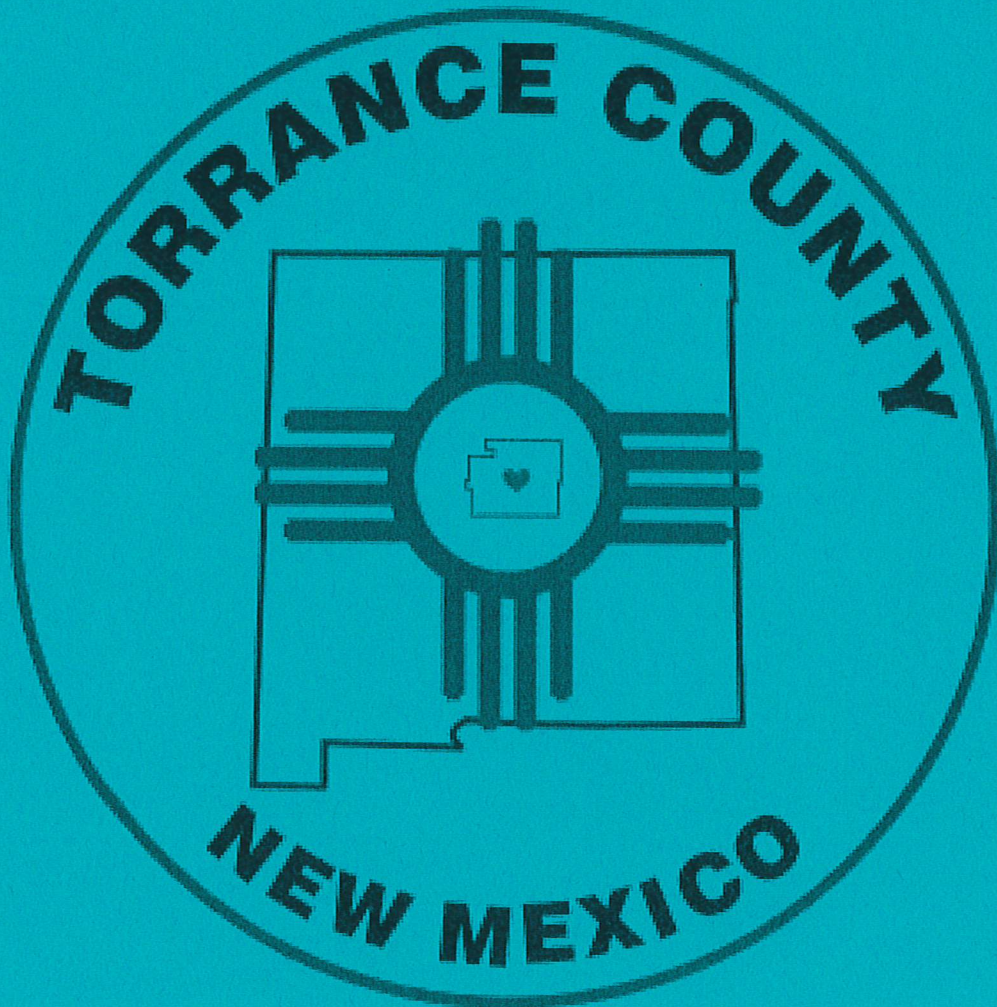
I appreciate your consideration of placing me on the EVYFC as the representative of the faith community. Please let me know if you have any questions regarding this possible appointment.

Sincerely,

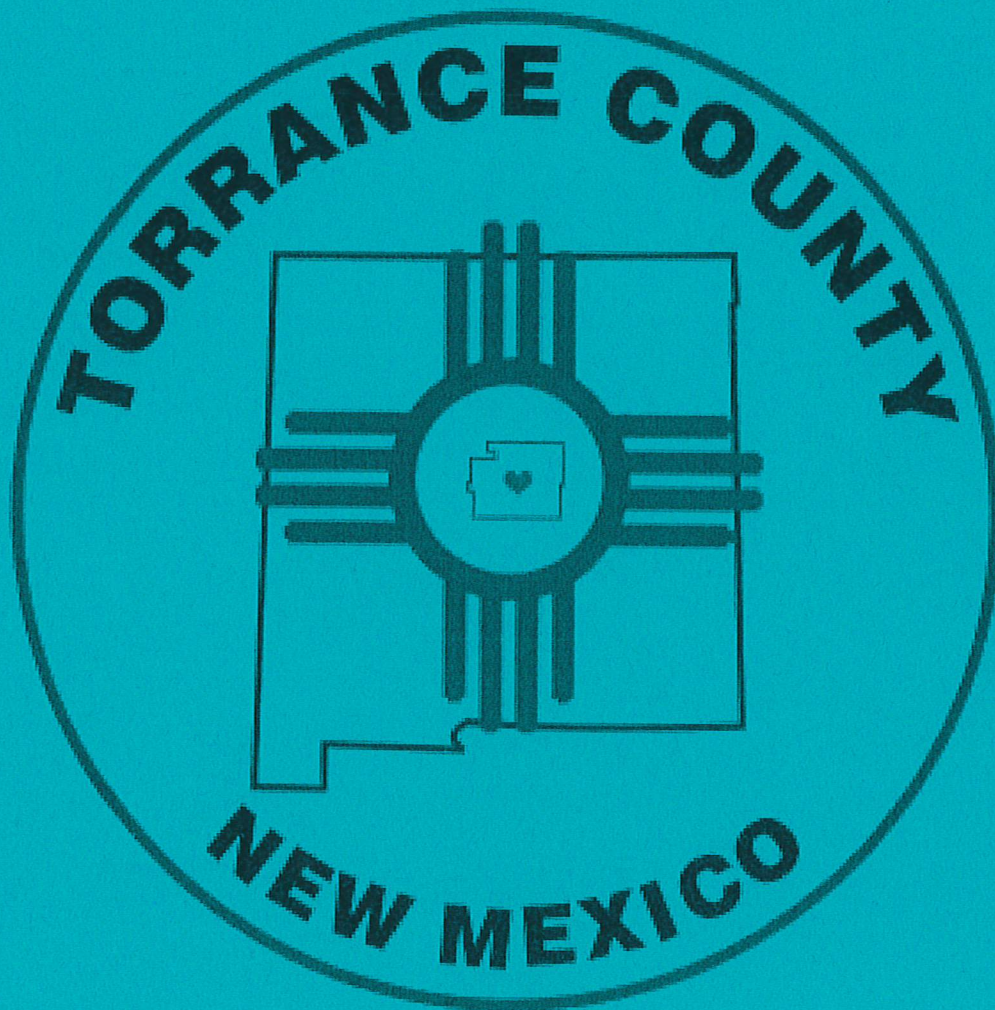
Jennette Hunt

jennettehunt@gmail.com

505-850-3424



Agenda Item
No. 7



*Agenda Item
No. 8-A*

DRAFT

Torrance County Board of Commissioners

Regular Commission Meeting

August 10, 2022

9:00 AM

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

**Others Present: JANICE BARELA – COUNTY MANAGER
 JUAN TORRES - DEPUTY COUNTY MANAGER
 JEREMY OLIVER – FINANCE DIRECTOR
 MICHAEL GARCIA – COUNTY ATTORNEY
 VALERIE SMITH – ADMINISTRATIVE ASSISTANT**

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at 9:04 A.M.

2. INVOCATION & PLEDGE

PLEDGE:

Chairman Schwebach: Led the Pledge of Allegiance.

INVOCATION:

Commissioner McCall: Led the invocation.

3. CHANGES TO THE AGENDA:

Madam County Manager Barela: Proposed to postpone item 5 B until the next meeting as County Treasurer Tracey Sedillo was not available.

Chairman Schwebach: Approved proposed change to the agenda.

4. PROCLAMATIONS

None

5. CERTIFICATES AND AWARDS

A. DWI:

Madam County Manager Barela: Presented an award to Tracey Masters for 25 years of service.

B. TREASURER:

Deferred to next meeting.

C. SHERIFF:

Madam County Manager Barela: Presented an award to Lt. Kent Ballard for 15 Years of Service. Lt. Ballard could not be there to accept his award as he had been on a call since 5 A.M.

D. FIRE:

Fire Chief Don Dirks: Presented an award to Deputy Chief Hannah Sanchez for 15 Years of Service.

Hannah Sanchez: Accepted the award and thanked the County and the Fire Department.

E. DISPATCH:

Madam County Manager Barela: Presented an award to Dispatch Director Christine Romero for 20 Years of Service.

Christine Romero: Accepted the award and thanked the County and Dispatch.

6. BOARD AND COMMITTEE APPOINTMENTS

None

7. PUBLIC COMMENT and COMMUNICATIONS

Chairman Schwebach: Opened the floor for public comment and communications.

Madam County Manager Barela: Introduced the public commenters in person and on Zoom.

Brady Ness, Torrance County Resident: Spoke about the vaccine and that he believes it is killing children, that he wants the truth to come out, and he spoke about the raid on Trump's home, and that Jeffrey Epstein's lawyer signed off on the raid. He said that there are masked

pedophiles in the government. He said that the Commission does “a good job at business,” and that he wants to reduce inflation and doesn’t believe printing more money and hiring 87,000 IRS agents is the way to go.

Jeanette Hunt, Torrance County Resident, via Zoom: Ms. Hunt went into detail about her anxiety regarding election integrity. She is worried nothing will change. She spoke about Aaron and David Clement’s presentation regarding the election, and that the Commission seemed receptive to ensuring that our elections are run with integrity. She believes that the election was not actually canvassed. She doesn’t want a machine telling them their vote was counted. There were a lot of promises that things are working behind the scenes to change the way the elections were run, but she doesn’t see anything changing.

Madam County Manager Barela: Stated that she is in discussions with New Mexico Legislators. She would like to update “certain strategic people in the Community that have great interest in this topic” and would like to have a type of workshop where she may update the select few people. She doesn’t want them to feel like nothing is being accomplished. There was no answer by the Commissioners on whether that was approved.

8. APPROVAL OF MINUTES

- A. COMMISSION:** Motion to approve the July 27, 2022, Torrance County Special Commission Meeting Minutes.

ACTION TAKEN:

Chairman McCall: Made a motion to approve the July 27, 2022, Torrance County Regular Commission Meeting Minutes.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; Chairman Schwebach: Abstained due to absence at previous meeting; Commissioner McCall: Yes.

Motion Passes.

9. APPROVAL OF CONSENT AGENDA

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

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve payables.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSES

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

NONE THIS DAY.

11. ADOPTION OF RESOLUTION

A. GRANTS: Motion to approve Resolution 2022-44, project identification and ranking for inclusion in the 2024-2028 Infrastructure Capital Improvement Plan (ICIP)

ACTION TAKEN:

Chairman Schwebach: Opened the item for discussion.

Cheryl Allen, Grants Manager: Included a copy of list from last year's ICIP, and a ranking of the ICIP projects by year. The Commission and Mrs. Allen ranked the projects in the order of execution. They had agreed that the County Fairgrounds improvements would take #1 priority. She explained and broke down all the projects for the years 2024-2028.

Mrs. Allen broke down the Existing Projects Recommended for Removal from ICIP.

Chairman Schwebach: Asked why the presentation is different this year, and who constituted "The Work Group."

Cheryl Allen: Explained to the Commission that the presentation is different because the ICIP submittal deadline is imminent. The Work Group consists of Deputy County Manager Juan Torres, Grants Manager Cheryl Allen, Finance Director Jeremy Oliver, Purchasing Director Noah Sedillo, Maintenance Director James Solomon, and Grants Assistant Senaida Anaya, who takes notes, and Finance Department's Lori Archuleta updates them on purchasing when necessary.

Madam County Manager Barela: Asked Mrs. Allen to present the Existing Projects Recommended for Removal from ICIP.

Cheryl Allen: Complied with Madam County Manager's request and reviewed the list of Existing Projects Recommended for Removal from ICIP.

Chairman Schwebach: The Commissioners and Chairman Schwebach reviewed the list of ICIP projects and ranked them according to their preference.

The rest of the ICIP Corrected Ranking is as follows:

Commissioner McCall: Asked if Vaughn should be part of the 2024 #2 ranked Duran Water System plan.

Madam County Manager Barela: Explained that that is not possible at this time based on prior audits and that this is not the best time fiscally to do so.

Chairman Schwebach: Wanted public input on the 2024 #4 ranked Develop Torrance County Park, even though a public hearing is no longer necessary.

Cheryl Allen: Reminded the Commissioners that there would be a public hearing on the Torrance County Park Development later in the agenda.

Chairman Schwebach: Moved on to the next projects. He questioned 2024-#5, Emergency Management Equipment, and was surprised to see such a high number. He asked why they wanted 2 water buffalo, and if they were trucks or trailers.

Cheryl Allen: Explained that they are trailers.

Juan Torres: Almost all the water buffalo in the state that were rented out to be used in the fires around the state and the Emergency Management Department had trouble even getting one of them. Bernalillo County was finally able to help, but if there is another major emergency in the state, Torrance may be left in the dust.

Chairman Schwebach: Said that he could see these very expensive pieces of equipment sitting in storage not being used. He asked for an explanation of the light towers and generators request.

Juan Torres: The Emergency Manager Samantha O'Dell had requested that they be purchased after the "perfect storm." He made a point that they can be rented out to other agencies when not in use.

Chairman Schwebach: Wanted to cut the request to one water buffalo and one light generator.

Cheryl Allen: Moved one water buffalo and one light tower and Generator, as well as a truck, to 2026.

The Commissioners: Moved on to 2024-#6 Road Department Equipment.

Commissioner McCall: Wants to leave it as it is.

The Commissioners: Moved on to 2024-#7 County Road Improvements.

Commissioner McCall: Concerned about the “Martinez Rd (2) Lexco to Santa Fe line (\$8.5M)” but believes that if it is on there it is because Leonard Lujan knows what he is doing.

Chairman Schwebach: Questioned moving the Road Assessment up from 2025 #4 to before County Road Improvements 24,5,6 #7.

Juan Torres: The road assessment is expensive.

Albert Lovato, Trustee for Town of Estancia: Wanted to talk about the Arthur Park and Lake and Pool Improvements. He believes at #11, it can be considered null and void. He wants the Commission to know that the Park, Pool, and Lake are all very important to the whole community.

The Commissioners: Decided to keep County Road Improvements where they are at. They moved on to Emergency Management Facility and kept it as is. Next was Rail to Trail.

Madam County Manager Barela: MRCOG worked on this project, and there are some preliminary plans in place.

Cheryl Allen: This is the first time it has been presented on the ICIP list.

The Commissioners: Decided to keep the Rail to Trail project as is on the list, as it may fall under the CDGB projects.

Chairman Schwebach: Introduced the next items, first being #10 New County Government Offices, and the Commissioners agreed to keep the project where it is. The next up was Arthur Park and Lake and Pool Improvements. He clarified that it is the Town of Estancia applying for the assistance, and by keeping it on the list the County agrees that it is an important project.

Commissioner McCall: Suggested that the Arthur Park projects move up to #5 on the list next to Develop Torrance County Park.

Cheryl Allen: This must include a Statement of Work, which includes wording regarding integration with Arthur Park.

Madam County Manager Barela: Stated that the Legislators have been very receptive to the County's feelings on the importance of each project and hearing input for them.

Chairman Schwebach: Moving on to 2025. Project #1: New Regional Animal Shelter.

Cheryl Allen: Explained the purview of a "Regional" Animal Shelter. They are envisioning a large shelter that will incorporate all the areas of the County.

Madam County Manager Barela: Estancia also has an animal shelter on their ICIP list and is very willing to work with the County on this project.

Nathan Dial, Mayor of Estancia: The Town of Estancia would like to offer any resources they can to help complete this project.

Deputy County Manager Torres: Torrance County would have control of the building; the Town of Estancia can then employ an Animal Services Officer. There could be a cost sharing MOU or JPA. Torrance County ends up with over ½ of all the calls that come in for dangerous animals as it is, so a regional animal shelter would help immensely.

Chairman Schwebach: Is fine with the placing of the rest of the 2025 Project List. He moved on to 2026.

Deputy County Manager Torres: Explained what the Asset Management Plan is for and makes it very helpful in completing these projects.

Cheryl Allen: Certain grants such as the FEMA grants will ask for an Asset Management Plan and helps move the project forward more quickly.

Commissioner McCall: Thinks that the Abo Water System should be moved to #1 on the 2026 Ranking.

Chairman Schwebach: Agreed with Commissioner McCall.

Cheryl Allen: Requested to go back to the 2024 list. She was informed that Torreon did add the Land Grant to their ICIP list. The ranking is #3 on their list. She also asked if they were going to put the water buffalos and the light tower as a 2026 project.

Commissioner McCall: He wants to have the 2026 list as follows: #1. Abo Water System, #2 Light Tower, #3 Asset Management, #4 Fuel Tank, and #5 Well, tank & water collection system. He suggested leaving the ball fields and things of that nature up to the municipalities. He would be okay with a collaboration if it were some traction.

Chairman Schwebach: He wants to leave the Ball Fields Development where it is on the 2027 list. He then said that he wants to leave the 2028 list as is but asked for the story behind the Radio System and why it is highlighted.

Deputy County Manager Torres: The County is still waiting to hear back about the P25 radio system from the State of New Mexico. The last meeting was them assessing the needs of Torrance County but has not heard back from them yet. The County signed a letter of intent but no MOU yet.

Chairman Schwebach: Regarding the Projects Recommended for Removal List, he is okay with the whole list staying as is.

Commissioner McCall: Wanted to know why the Dam Mitigation cannot just be left on the ICIP, just farther down the list.

Cheryl Allen: Suggested putting it on 2028- #7.

Chairman Schwebach: Countered with putting it as line #7 in 2025. There is a development downstream from the Dam. He wants to look at all avenues to help in the project, including Federal programs.

Cheryl Allen: The original plan had been for the Planning Grant to cover \$50K of the assessment cost, with the County covering the rest at approximately \$65K.

Commissioner McCall: Agreed with Chairman Schwebach that the item should be moved to 2025-#7.

Chairman Schwebach: The rest of the removal list may be stricken.

Cheryl Allen: The Aging and Long-Term Services have already been established with her since May 2022.

ACTION TAKEN:

Commissioner Candelaria: Made a motion to approve Resolution 2022-44, project identification and ranking for inclusion in the 2024-2028 Infrastructure Capital Improvement Plan (ICIP) as revised.

Chairman Schwebach: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSES.

A. **MANAGER:** Motion to reclassify one vacant 911 Operator/ Communications Specialist position to an NCIC Coordinator/Trainer position.

ACTION TAKEN:

Chairman Schwebach: Made a motion to reclassify one vacant 911 Operator/ Communications Specialist position to an NCIC Coordinator/Trainer position.

Commissioner Candelaria: Seconded the motion.

Madam County Manager Barela: Introduced the approval. There is one position in the County, which is a necessary requirement in the State. The workload calls for two people, and it would severely lighten the load of the one NCIC Coordinator. Any individual may apply. Mrs. Christine Romero stands for questions.

No Further Discussion

Roll Call Vote:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSES.

B. **GRANTS:** Approval of submission of the NM Recreation Centers/Quality of Life Grant application.

ACTION TAKEN:

Chairman Schwebach: Open discussion regarding possible motion to approve submission of the NM Recreation Centers/Quality of Life Grant application.

Cheryl Allen, Grants Manager: Presented the application for the NM Recreation Centers/Quality of Life Grant. The grant seeks to create new or expand existing recreation centers for all residents. Torrance County will request the grant be approved to cover the cost of renovating the Rodeo Arena at the Torrance County Fairgrounds. Currently the cost, based on the Southern Torrance County Economic Development Plan and what is on the ICIP is \$2M. It is due Friday, it is an online application, and she needs an estimate to be able to submit it.

Commissioner McCall: Asked if the Youth Center Project would qualify as an eligible item on this grant.

Madam County Manager Barela: It is, but the amount of work to get it submitted on time would be a large undertaking. It would require an estimate.

ACTION TAKEN:

Commissioner McCall: Made a motion to approve submission of the NM Recreation Centers/Quality of Life Grant application, and if the administration staff can put together a second grant, possible second application submission for a grant for the Torrance County Youth Center in Moriarty.

Chairman Schwebach: Seconded the motion

Roll Call Vote:

Commissioner Candelaria: Yes; Chairman Schwebach: Yes; Commissioner McCall: Yes.

MOTION PASSES.

C. GRANTS: Approval of ratification of the NM Food Security Grant agreement for \$500K award and a \$5K match, and discussion/approval of additional local funds.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve ratification of the NM Food Security Grant agreement for \$500K award and a \$5K match, and discussion/approval of additional local funds.

Cheryl Allen, Grants Manager: Introduced the item and explained that with the grant they would like to renovate the facilities in place and create a commercial kitchen at the Torrance County Fairgrounds. The quote submitted with this grant was for \$745,828.67, which is \$245,828.67. They had to write an award summary and break down the award into two parts, \$166,667 for equipment fees, and \$333,333 for real property expenses. Mrs. Allen broke down everything else that impacted the summary and what it included. 8,200 meals can be served over the course of a year, which would include a fire event. If a disaster were to happen, the number would be 15,800 meals, with 34,760 pounds of food being processed. Mrs. Allen read the summary for the Commission. She asked the Commission if they would like to pledge more funds that are available to help them reach the \$745,828.67 goal.

Chairman Schwebach: Explained the reason he made a motion to approve the item was because he has high hopes for the renovation and is hoping that the kitchen can become an incubator for farm-to-table entrepreneurship. He is not committing any other funds except for the \$5,000 that has been approved.

Deputy County Manager Torres: They have until June 30, 2023, to finish the project, as June 30, 2023, is reversion day. He wishes to have a point of contact. He wants the Purchase Order cut and the project to begin by the end of the month.

Chairman Schwebach: Agrees to be the point of contact for the project.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

MOTION PASSES.

D. 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. (Deferred from July 27, 2022.)

Chairman Schwebach: Introduced for discussion and possible approval the use of ARPA funding to drill a new well at the district 3 Main Station located at 757 Salt Missions Trail, McIntosh NM 87032. Correction made to McIntosh zip code.

Don Dirks, Torrance County Fire Chief: The Chief has been searching since March 2022 for a well-drilling company to come and give an estimate as well as to drill. He finally succeeded in getting an estimate. He had tried to get Sandia Well Drilling to give him an estimate but that did not work.

James Collins (From the Audience): Yelled that he would drill the well.

Chairman Schwebach: Spoke to the audience member and said that he would like to speak to Mr. Collins, at a more appropriate time. The Commissioner was incredulous that Chief Dirks was not able to procure more than the individual estimate. He asked if the well was totally dry and not working, which was the case. He asked which one it is.

Chief Dirks: The well next to Dispatch for the Fire Department has gone dry. The well that feeds Dispatch is still working.

Chairman Schwebach: Prefers to defer the item until a well-driller that is familiar with the aquifer is available.

ACTION TAKEN:

For lack of motion, the item dies.

E. FIRE: Discuss and possible approval of wage increases for EMS Lieutenant positions based on review of paramedic salary survey of comparable departments. (Deferred from July 27, 2022.)

Chairman Schwebach: Introduced the item.

Don Dirks, Torrance County Fire Chief: Mr. Dirks presented his research regarding comparable wages in other Counties. Many of the Counties would not respond to the question. Chief Dirks recommended that with his employees working 72-hour shifts, there is more opportunity to take time off and more coverage for someone who needs to take unexpected time off.

Chairman Schwebach: Asked what the fiscal impact is.

Jeremy Oliver, Financial Director: Asked if it was for 48 or 72-hour shifts. The original request had been for the Fire Department employees to work 48-hours at a time, not 72. This changes the fiscal impact with overtime.

Chief Dirks: Is requesting \$1/hr. raise for all positions, which is not the way it is listed.

Madam County Manager Barela: This is not the request on the agenda, so only the Lieutenant position may request the raise at this meeting.

Chairman Schwebach: Asked for clarification on the 72-hour shifts as this was news to him, and he was under the impression that they were only working 48-hour shifts.

Chief Dirks: With the Lieutenant position still vacant, having 72-hour shifts allows for coverage with Intermediate and Advanced positions. With 48-hour shifts there would be a need for extra crews as there would be two days without supervisory coverage.

Commissioner McCall: Asked how the 72-hour shifts affect overtime.

Jeremy Oliver: Overtime was only budgeted at \$40,000, with employees working 48-hour shifts. If everyone is receiving 16 hours of overtime per week then it will be gone in a matter of a couple of months.

Chairman Schwebach: Wants to take a closer look at the whole department and see what the best way to move forward is.

Commissioner Candelaria: Would like to know how much money the department is bringing in now with the County running their own ambulance service.

Chief Dirks: There has not been any income yet, but it is due. They just got approval for the billing and has seen some forecasts of \$7K to \$8K a week. He understands that it is bad timing.

Discussion continued about who runs 72 vs 48-hour shifts and looking at comparable schedules.

Mike Garcia, Torrance County Attorney: Fair Labor Standards Act says under section 7K that overtime kicks in for Fire Departments at 212 hours in a 28-day labor period, which is a 53 hour/week average.

Chief Dirks: Would be glad to go back to the 48-hour schedule if the other 3 positions were filled.

Chairman Schwebach: Said that he is not opposed to the pay raises, but he is questioning the overtime and structure of it.

Madam County Manager Barela: PERA contributions will be affected by the regular 72-hour shifts.

ACTION TAKEN:

No motion was made, item dies.

F. FIRE: Discuss and possible approval of wage increases for EMS Lieutenant positions from Paramedic to Intermediate or above. (Deferred from July 27, 2022.)

Chairman Schwebach: Introduced the item for discussion.

Don Dirks, Torrance County Fire Chief: There has been only one person that applied, got the job, and has since stepped down. There has been only one other applicant, who is an Intermediate and therefore wasn't qualified as it was.

Chairman Schwebach: Asked how the pay scale would be affected by the discrepancy between Intermediate and Paramedic becoming Lieutenant.

Don Dirks: The pay would be the same, there would be a \$1/hour raise. A Paramedic, who normally makes \$16/hour, would be paid \$17/hour to become a Lieutenant. An Intermediate at \$15/hour would make \$16/hour.

Madam County Manager Barela: Asked the Commission to change the salary before it gets advertised. Since Don Dirks is looking to give all employees a \$1/hour raise at the next meeting.

ACTION TAKEN:

Item Deferred to next meeting on August 24, 2022.

13. DISCUSSION

A. **COMMISSION:** Presentation on American Legion Youth Corps (Gerald Chavez, American Legion Post 22 Commander)

Chairman Schwebach: Introduced item.

Gerald Chavez, American Legion Commander: Detailed the work that the American Legion does for the community.

Nathan Dial, American Legion: Detailed what has been happening in the American Legion.

Albert Lovato: Details what has been happening and details of the camp.

Gerald Chavez: Asked the Commission to consider supporting the Legion to keep the summer camp going.

The Commissioners thanked the Legion for their help with Youth.

NO ACTION WAS TAKEN.

B. **ASSESSOR:** Annual Report to Commission (Deferred from July 22, 2022.)

Chairman Schwebach: Introduced the item for discussion.

Jessie Lucero, Torrance County Assessor: Read the PowerPoint presentation that he had prepared for the Commission. (Please see Meeting Packet for a copy of the presentation.)

On a side note, Mr. Lucero told the Commission that the intern program was wonderful, and the interns were motivated and willing to learn. He recommends the intern program continues next year.

Commissioner McCall: Asked if July was the beginning of the new valuation period, or if it was January to January.

Jessie Lucero: Answered that January to January is the cycle period. Currently the appraisal staff is in the protest period.

Chairman Schwebach: Asked why the net new taxable value increased so drastically after 3 years of stagnation.

Jessie Lucero: He believes it is possibly because the Assessor's Office is doing a better job of paying attention to new value.

Torrance County is a non-disclosure state.

The August 4 hearing day for protest hearings have been rescheduled to October 26, 2022.

C. MANAGER: Discussion regarding the Torrance County Park Project for Submission of the Community Block Development Grant (CDBG.)

ACTION TAKEN:

Chairman Schwebach: Introduced the item and made a motion to enter a public hearing.

Commissioner Candelaria: Seconded the motion.

MOTION PASSED.

Public Hearing entered at approximately 12:51 PM.

Deputy County Manager Torres: Presented Torrance County Park project. It is based on the public's input and what the public wants. They are putting in for the planning grant this year, the design and construction next year. They want to make the Torrance County Park more accessible for the disabled and elderly. All public input has been about keeping the park as a day-use only park, putting in trails, more signage, a topo map, possibly bring it up to National Park standards. People currently don't go there because they don't feel safe.

Charlene Guffy, Torrance County Resident: She believes the safety problem is because there is a homeless problem since COVID started, several people have overdosed, there is trash dumping and overall is unsafe. She and her husband see many "questionable" people walking up and down the road. She believes crime has increased. She said a lot of people didn't know there is a Torrance County Park. She believes that weekend use approved by the Commissioners would be fine. She wants to know if it will be more attractive to questionable people. She wants to know if it must have water and who would supply the toilet paper in restrooms that must be available for use.

Deputy County Manager Torres: The answer to those questions needs to be found in the ADA (Americans with Disabilities Act) guidelines.

Charlene Guffy: Wants to know if the park can be gated until a grant is approved so that "questionable people" don't have access to it.

Chairman Schwebach: Assuming that there are questionable people up there is a big assumption. He is opposed to closing the park for the sake of closing the park. He is willing to have more checks and closing it down at night is a good idea. He would like the deed to be re-read so that they may find out if there are restrictions on what can be done with the land. If it is too much of a hassle, then it may be better to liquidate the asset.

Commissioner McCall: Agreed that the deed needs to be reviewed.

Charlene Guffy: The shredded trees and debris are a fire hazard.

Deputy County Manager Torres: Believes the grant could put in a nice fence instead of barbed wire. Every time he has been there is has been cut. He offered for the public to speak.

Rob Wagner, Libertarian Party Chair: The grant money-who are we beholden to and for how long?

Deputy County Manager Torres: It is federal CDGB grant money. They are bound to their plan, if they say they want to put in a picnic area, they must build one. They may not change after the plan is in place, nor can they

Rob Wagner: It may be best to liquidate the property.

Deputy County Manager Torres: If the public doesn't want to move forward, we would be all for scrapping the project and pulling the application.

James Collins, Torrance County Resident: Wanted to know that if there was no park there, if Torrance County would be looking into acquiring a park.

Chairman Schwebach: He is thinking that it is maybe more a liability than an asset.

James Collins: He wants Torrance County and the towns and state to be better. He wants to know where the line is.

Jenette Hunt, Torrance County Resident: Asked about the grant. Wants to know how the money is disbursed.

Deputy County Manager Torres: Explained that it is a reimbursable grant, where the County spends the money and then the Federal Government reimburses the County.

Charlene Guffy: Can the grant be used on the Youth Center or another project instead?

Deputy County Manager Torres: There are many things that this grant can be used for instead.

Charlene Guffy: Would rather focus on the youth.

Destry Hunt, Torrance County Resident, Editor Estancia News: He thinks about medium-term. He is worried about the incoming economic crisis. He thinks public safety is what this should be used for, and giving the money to the Sheriff.

Chellie Wallace, Executive Assistant, Torrance County Resident: Read the history of the Torrance County Park, and the fact that a shooting range was a requirement of the gift of land by the BLM (Bureau of Land Management.) The Mexican Bighorn Gun Club was formed in 1979. It was surveyed in 1981, and is one of the few sites that is approved by the Boy Scouts of America to do their primitive camping and Jamborees.

Commissioner McCall: Thinks that it is maybe best to lock it up.

Chairman Schwebach: Wants to hear from the public more, to see if anyone really wants a park,

Commissioner McCall: Wanted to know if it can be used for private training instead, since it is a stipulation that there be a shooting range on it.

ACTION TAKEN:

Chairman Schwebach: Made a motion to conclude the public hearing,

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

Public Hearing Concluded at approximately 1:21 PM

D. MANAGER'S REPORT

Madam County Manager Barela: Wished Jeremy Oliver well in his new venture and spoke about openings with the County. Please visit www.torrancecountynm.org to apply for employment positions.

She wants to meet with those concerned about election integrity after the meeting about scheduling a meeting. (505) 544-4700 is her number and wants the public to feel free to call.

E. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1: Thanked Madam County Manager Barela for her help in speaking with the public and the legislators regarding election integrity.

Gave a shoutout to the County Fair and hopes that the public goes this week. Friday at 6 PM is the youth livestock sale.

McCall's Pumpkin Patch was chosen to be an advanced learning retreat. About 80 to 100 people from around the nation came. They were impressed with Torrance County and New Mexico.

2) Chairman Schwebach, District 2: Shout out to the County Fair and the Moriarty FFA. There should be one more Movie in the Park, he believes Crossley Park, this weekend.

Madam County Manager Barela sent a letter to the Secretary of State regarding Election Integrity but so far there has been no response. They are asking for help addressing concerns and acknowledging these concerns.

3) Commissioner Candelaria, District 3

Voting integrity is very important to everyone.

He wants to encourage people to go to the County Fair.

Kudos to Leonard of the Road Department. There are many washed out roads in the Lucy area.

14. EXECUTIVE SESSION

ACTION TAKEN:

Chairman Schwebach: Made a Motion to enter executive session pursuant to NMSA 10-15-1(H)(2).

Commissioner McCall: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **Commissioner McCall:** Yes.

Executive Session entered at approximately 1:32 PM.

Return from Executive Session at approximately 2:32 PM.

Recording was not completed, no record of motion to return from executive session or to close meeting.

**15. Announcement of the next Board of County Commissioners Meeting:
WEDNESDAY, AUGUST 24, 2022, at 9:00 AM.**

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

MEETING ADJOURNED AT APPROXIMATELY 2:32 PM.

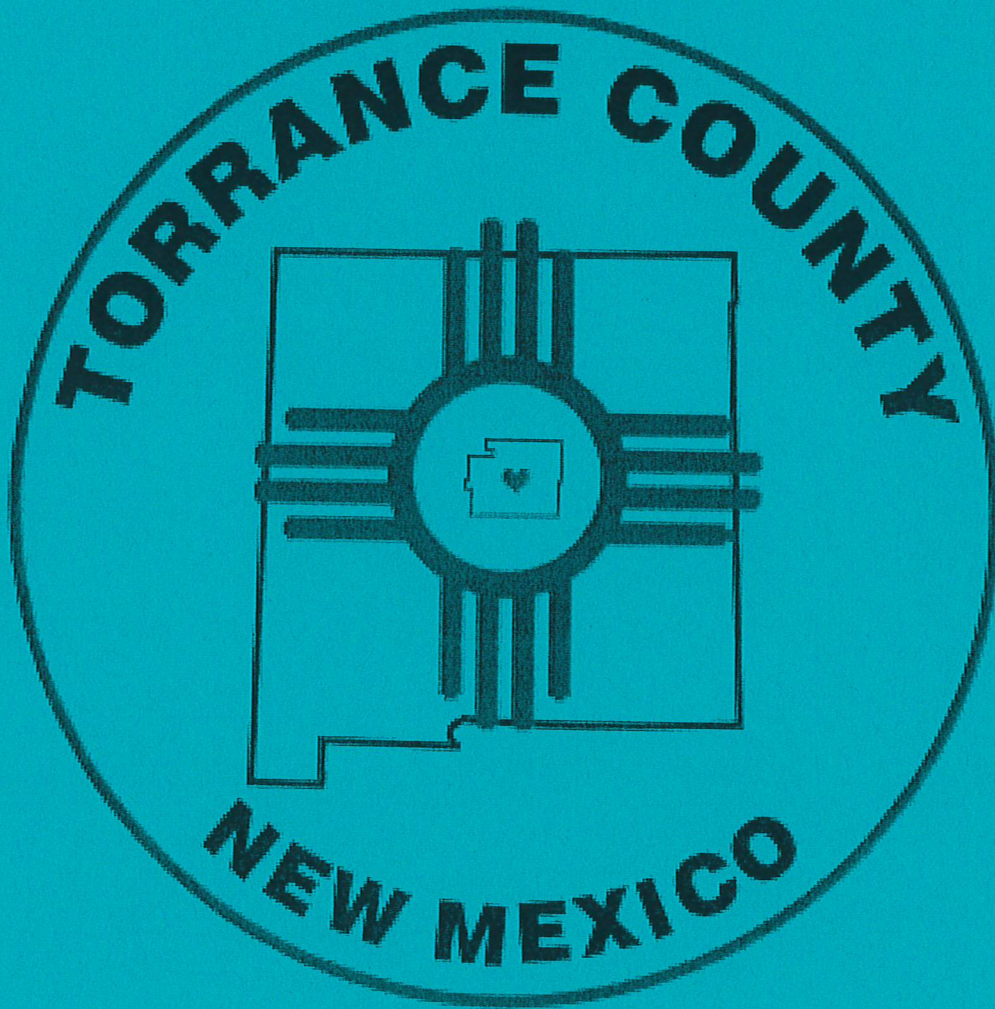
Signed By:

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

**Valerie Smith – Administrative Assistant III,
Torrance County Clerk’s Office**

Date: / / 2022

The Video of this meeting can be viewed in its entirety on the Torrance County NM website. Audio discs of this meeting can be purchased in the Torrance County Clerk’s Office.



*Agenda Item
No. 9-A*

TOTAL CHECKS PRINTED 62

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 \$193,660.69 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 08/04/2022. 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

ATTEST BY

Kevin McCall

LeRoy M. Candelaria

Ryan Schwebach

Yvonne Otero

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: 08/04/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
419	AFLAC	08/04/2022	Manual	0.00	1,434.67	121202
1096	NM RETIREE HEALTH-CARE AUTHORI	08/04/2022	Manual	0.00	5,694.13	121204
1335	TORRANCE COUNTY	08/04/2022	Manual	0.00	90.17	121205
2021	PRE-PAID LEGAL SERVICES, INC	08/04/2022	Manual	0.00	93.19	121206
2787	WASHINGTON NATIONAL INSURANCE CO	08/04/2022	Manual	0.00	39.98	121207
4270	COLONIAL LIFE	08/04/2022	Manual	0.00	87.39	121219
4339	LIBERTY NATIONAL LIFE INSURANCE	08/04/2022	Manual	0.00	598.32	121220
4832	PRESBYTERIAN HEALTH PLAN	08/04/2022	Manual	0.00	25,460.62	121223
4832	PRESBYTERIAN HEALTH PLAN	08/04/2022	Manual	0.00	16,168.20	121224
4834	DELTA DENTAL OF NEW MEXICO INC	08/04/2022	Manual	0.00	2,551.70	121225
4835	RELIANCE STANDARD LIFE INSURANCE	08/04/2022	Manual	0.00	1,124.79	121226
4843	RELIANCE STANDARD DISABILITY	08/05/2022	Manual	0.00	732.43	121227
4844	RELIANCE STANDARD VISION	08/04/2022	Manual	0.00	638.14	121228
4987	NEW YORK LIFE	08/04/2022	Manual	0.00	107.00	121229
5019	GLOBE LIFE & ACCIDENT INSURANCE	08/04/2022	Manual	0.00	185.00	121230
1096	NM RETIREE HEALTH-CARE AUTHORI	08/04/2022	Manual	0.00	2.66	121236
1335	TORRANCE COUNTY	08/04/2022	Manual	0.00	25.00	121237
3207	AIRGAS USA LLC	08/04/2022	Regular	0.00	424.58	121835
4709	ALBUQUERQUE OFFICE SYSTEMS	08/04/2022	Regular	0.00	198.67	121836
5450	AMAZON BUSINESS	08/04/2022	Regular	0.00	37.60	121837
182	AUTOMATED ELECTION SERVICES	08/04/2022	Regular	0.00	212.09	121838
4117	BI INC	08/04/2022	Regular	0.00	487.89	121839
3391	CINTAS CORPORATION NO. 2	08/04/2022	Regular	0.00	238.16	121840
4729	CODE 3 SERVICE LLC	08/04/2022	Regular	0.00	1,512.83	121841
5308	DIRECTV, LLC.	08/04/2022	Regular	0.00	105.81	121842
4705	DOUBLE H AUTO	08/04/2022	Regular	0.00	5.59	121843
50	EMW GAS ASSOCIATION	08/04/2022	Regular	0.00	1,355.33	121844
	Void	08/04/2022	Regular	0.00	0.00	121845
2555	EVSWA	08/04/2022	Regular	0.00	1,378.93	121846
4494	FAIR PUBLISHING HOUSE, INC.	08/04/2022	Regular	0.00	174.82	121847
4123	FIRST VETERINARY SUPPLY	08/04/2022	Regular	0.00	533.99	121848
2291	LOBO INTERNET SERVICES LTD	08/04/2022	Regular	0.00	625.00	121849
2291	LOBO INTERNET SERVICES LTD	08/04/2022	Regular	0.00	45.00	121850
3729	MARLIN BUSINESS BANK	08/04/2022	Regular	0.00	280.53	121851
3250	NMAC PROBATE AFFILIATE	08/04/2022	Regular	0.00	20.00	121852
5307	NUBE GROUP	08/04/2022	Regular	0.00	54.48	121853
2194	ORKIN INC.	08/04/2022	Regular	0.00	104.76	121854
2194	ORKIN INC.	08/04/2022	Regular	0.00	184.68	121855
3859	PRUDENTIAL OVERALL SUPPLY	08/04/2022	Regular	0.00	1,212.21	121856
5339	US BANK CORPORATE PAYMENT SYSTEM	08/04/2022	Regular	0.00	29,479.73	121857
	Void	08/04/2022	Regular	0.00	0.00	121858
5389	VIA HOMES & DEVELOPMENT LLC	08/04/2022	Regular	0.00	3,094.16	121859
5626	Zoll Medical Corporation	08/04/2022	Regular	0.00	262.50	121860
3698	CHAVEZ, SYLVIA	08/10/2022	Regular	0.00	97.00	121861
4924	CUEVAS, ARELY	08/10/2022	Regular	0.00	250.00	121862
3848	DUNLAP, KRISTIN	08/10/2022	Regular	0.00	636.00	121863
947	LUNA, ANNETTE P	08/10/2022	Regular	0.00	97.00	121864
3111	MASTER, TRACEY	08/10/2022	Regular	0.00	1,767.78	121865
3321	OTERO, MARY T.	08/10/2022	Regular	0.00	97.00	121866
3699	OTERO, MARY YVONNE	08/10/2022	Regular	0.00	97.00	121867
4081	RIVERA, J MARTIN	08/10/2022	Regular	0.00	636.00	121868
3676	STOCUM, JOHN	08/10/2022	Regular	0.00	529.60	121869
233	PUBLIC EMPLOYEES RETIREMENT	08/05/2022	Bank Draft	0.00	44,544.33	DFT0000041
5380	VOYA HOLDINGS, INC.	08/04/2022	Bank Draft	0.00	650.55	DFT0000042

Check Report

Date Range: 08/04/2022 - 08/17/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1656	INTERNAL REVENUE SERVICE	08/04/2022	Bank Draft	0.00	44,393.68	DFT0000044
418	COLUMBUS BANK AND TRUST	08/04/2022	Bank Draft	0.00	1,119.05	DFT0000084
5189	SUNRISE BANK	08/04/2022	Bank Draft	0.00	1,599.22	DFT0000085
233	PUBLIC EMPLOYEES RETIREMENT	08/17/2022	Bank Draft	0.00	36.85	DFT0000091
448	NM TAXATION & REVENUE	08/17/2022	Bank Draft	0.00	8.42	DFT0000092
448	NM TAXATION & REVENUE	08/17/2022	Bank Draft	0.00	-8.42	DFT0000092
1656	INTERNAL REVENUE SERVICE	08/17/2022	Bank Draft	0.00	46.90	DFT0000093

Bank Code Main Checking Summary

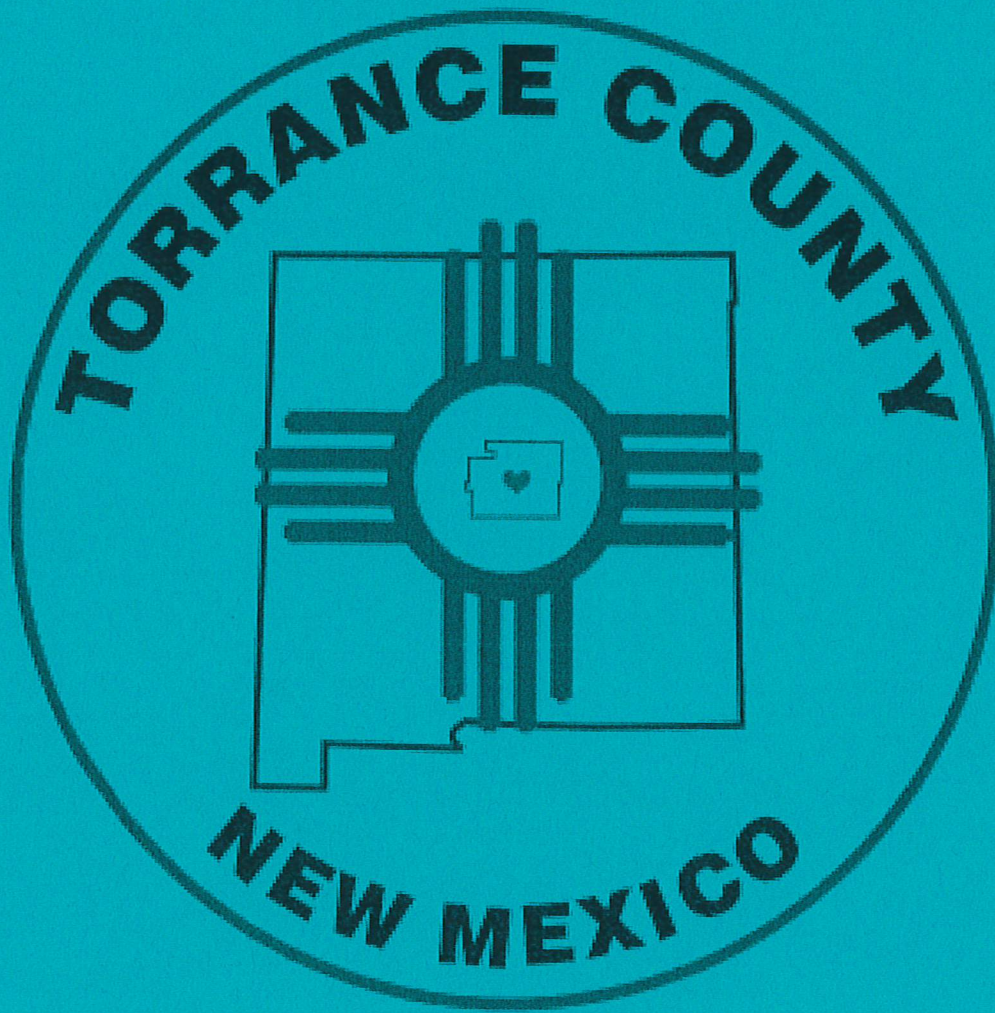
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	33	0.00	46,236.72
Manual Checks	21	17	0.00	55,033.39
Voided Checks	0	2	0.00	0.00
Bank Drafts	8	9	0.00	92,390.58
EFT's	0	0	0.00	0.00
	62	61	0.00	193,660.69

All Bank Codes Check Summary

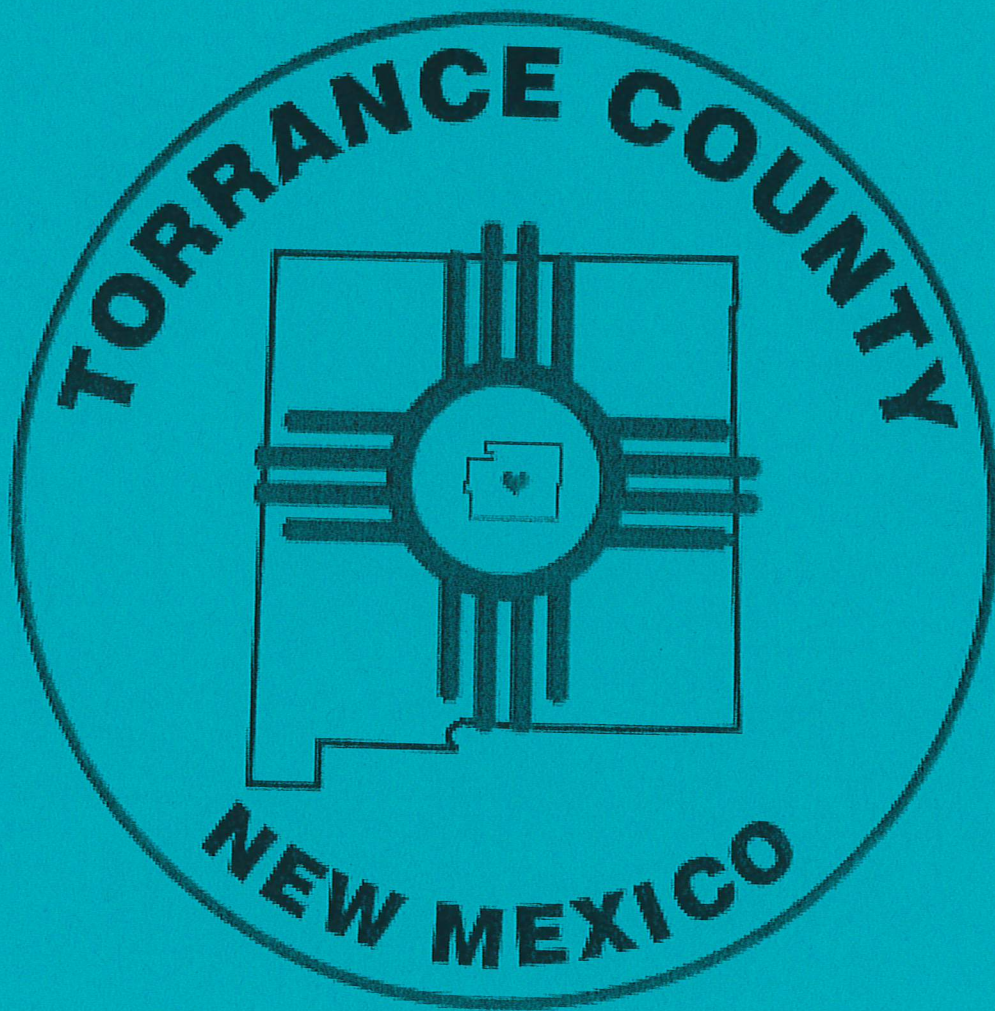
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	33	0.00	46,236.72
Manual Checks	21	17	0.00	55,033.39
Voided Checks	0	2	0.00	0.00
Bank Drafts	8	9	0.00	92,390.58
EFT's	0	0	0.00	0.00
	62	61	0.00	193,660.69

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2022	193,660.69
			193,660.69



Agenda Item
No. 10



*Agenda Item
No. 11-A*

Torrance County

Resolution Number 2022- _____

A Resolution Designating the Location of Polling Places for all Statewide Elections Conducted in 2022 and 2023

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of 2021 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2022 and 2023; *and*

WHEREAS, the Board of County Commissioners previously did so with Resolution 2021-23, which designated the location of polling places and appointed the Board of Registration, *and*

WHEREAS, it has become necessary to amend the location of polling places since then, *and*,

WHEREAS, Resolution 2021-23 remains in effect except for this amendment to the polling places, *and*,

WHEREAS, the appointment of the Board of Registration made under Resolution 2021-23 remains in effect, *and*,

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2019), titled Polling Places; *and*

WHEREAS, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2019) and will be available to voters of any precinct in the county to cast a vote at any Election Day Voting Convenience Center; *and*

WHEREAS, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; *and*

WHEREAS, this Resolution is subject to amendment should there be precinct boundary adjustments once the final results of the 2020 Decennial Census are received by New Mexico from the Census Bureau; *and*

WHEREAS, pursuant to NMSA 1978, Section 1-4-34 (2019), the Board of County Commissioners in Resolution 2021-23 appointed the Board of Registration for the County who, pursuant to NMSA 1978, Section 1-4-37 (2019), shall serve a term from July 1, 2021 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2022 and 2023 as follows:

Precinct Numbers

Location & Address

Voter Convenience Centers (VCC):

(All voters in the county may vote at these locations, regardless of where they live.)

1 and 2	<u>ESTANCIA HIGH SCHOOL GYM: 709</u> Hopewell, Estancia, N. M. 87016
3	<u>TORREON COMMUNITY CENTER: 18</u> Torreon Heights Rd., Torreon, N. M. 87061
4	<u>MANZANO COMMUNITY CENTER</u> 04 Community Center Rd., Manzano, N.M. 87036
5, 17, 20 and 21	<u>MORIARTY-EDGEWOOD SCHOOLS</u> <u>ADMIN. BLDG.:</u> 2422 US Route 66, Moriarty, N.M. 87035
6, 13, 18, 19 and 22	<u>MORIARTY CIVIC CENTER: 202</u> Broadway Ave., Moriarty, N.M. 87035

7, 14 and 15	<u>MCINTOSH FIRE STATION: 757 Salt Mission Trail, McIntosh, N.M. 87032</u>
8	<u>WILLARD COMMUNITY CENTER 520 N. Becker Ave., Willard, N.M. 87063</u>
9 and 10	<u>DR. SAUL COMMUNITY CENTER: 111 N. Roosevelt, Mountainair, N.M. 87036</u>
11	<u>ENCINO COMMUNITY CENTER: 527 A North Main Street, Encino, N.M. 88321</u>
12	<u>DURAN FIRE STATION: 19 Vidal St., Duran, N.M. 88319</u>
16	<u>TAJIQUE COMMUNITY CENTER 8636 Highway 55, Tajiue, N.M. 87016</u>
Absentee/Early Voting	<u>TORRANCE COUNTY ADMIN. OFFICES: 205 9th ST., Estancia, N. M. 87016</u>
Alternate Early Voting Site	<u>MORIARTY CIVIC CENTER: 202 S. Broadway Ave, Moriarty, N. M. 87035</u>

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS:

 Ryan Schwebach, Chair

 Kevin McCall, Member

 LeRoy Candelaria, Member

ATTEST:

APPROVED AS TO FORM:

Yvonne Otero, County Clerk

Michael I. Garcia, County Attorney

SEAL

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
TORRANCE COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Agency") and Torrance County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the 2022 General Election ("Election") is to be held statewide on Tuesday, November 8; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay all costs of the Election, including reasonable costs incurred by each County Clerk; and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and administering the Election; and

WHEREAS, it is in the interest of both parties to provide the appropriated funds to the counties to pay the costs incurred as a result of the Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered into expressly and solely for the purpose of providing state appropriated funds to the counties to cover the costs of conducting and administering the Election.

1. RESPONSIBILITIES

The Agency shall:

- A. Issue to the County a warrant drawn on the State Treasurer in the amount of **\$36,000** for estimated costs that the county may incur in the administration of the Election.

The County shall:

- A. Use the appropriated funds in accordance with expenditures required by the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- B. Provide to the Agency, no later than **December 29, 2022**, a full accounting of expenses incurred during the Election and provide to the Agency all invoices, receipts, and copies of warrants paid by the county during the cycle.
- C. Return any unused funds to the Agency upon completion of election-related activity, which shall occur prior to December 29, 2022.

2. PAYMENT

2022 General Election MOU

The Agency shall issue a warrant from the above-cited appropriation once this Agreement has been fully executed (signed by all required parties as listed on the signature page attached hereto).

3. PROPERTY

The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement, or as soon thereafter as approved by the respective parties, and shall remain in effect until **December 29, 2022**, unless terminated pursuant to Article 7.

- A. All work is expected to be complete on or before November 8th, 2022; in no case shall work extend beyond December 29, 2022.
- B. If any funds remain after the completion of the work contemplated under this Agreement, such funds must be returned to the Agency prior to December 29, 2022.

5. FUNDS ACCOUNTABILITY

The County shall maintain fiscal records, follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this Agreement.

6. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation, or alleged violation, of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

7. TERMINATION

Either party may terminate this Agreement for cause or convenience by giving notice in writing to the other party within thirty (30) days of termination.

8. AMENDMENT

Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

To the Agency:

Mandy Vigil
Elections Director
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Torrance, NM 87501

2022 General Election MOU

mandy.vigil@state.nm.us
505.827.3617

To the County:

Yvonne Otero
Torrance County Clerk
Torrance County
P.O. Box 767
Estancia, NM 87016
Yotero@tcnm.us
(505) 544-4350

The remainder of this page intentionally left blank.

2022 General Election MOU

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Dylan Lange, General Counsel
Office of the Secretary of State

Date

Yvonne Otero, County Clerk
County of Torrance

Date

Ryan Schwebach, Chairman
County of Torrance

Date

Michael Garcia, General Counsel
County of Torrance

Date

2022 General Election MOU

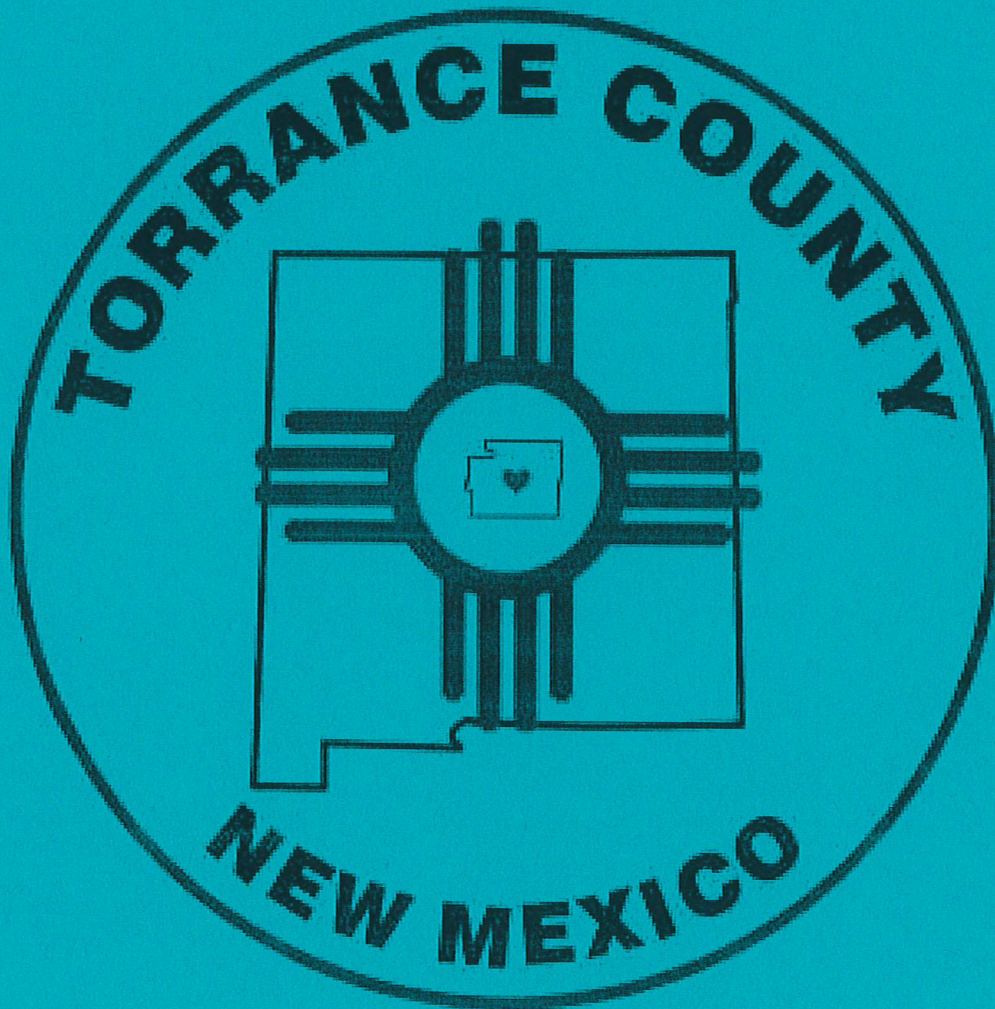
APPENDIX A

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7(C)(D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk, and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the county, the notice of election shall be published in a	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

2022 General Election MOU

	legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.		
Postage	The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.	1-6-8(A)(2); 1-6B-5(E)(2); & 1-6C-6(D), NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples etc.
"Other"	N/A	N/A	Temporary election support staff <i>or</i> OT for county employees, provided the OT is incurred during the conduct and administration of the election.

Table 1: Schedule of Cost Eligibility



*Agenda Item
No. 11-B*

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

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT TO
TO PLAN, DESIGN, CONSTRUCT, EQUIP AND FURNISH AN ADMINISTRATIVE
OFFICE BUILDING IN ESTANCIA IN TORRANCE COUNTY.
22-G3053**

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 441, 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 One Hundred Thousand Dollars (\$100,000.00) to plan, design, construct, equip and furnish an administrative office building in Estancia in Torrance County.

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 24th DAY OF August, 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, Paragraph 441, 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-G3053 \$100,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 53, Section 30, Paragraph 441, One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to plan, design, construct, equip and furnish an administrative office building in Estancia in Torrance county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero Dollars (\$0.00) which equals One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (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 Reimburse² 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

¹ 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.

² "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: Lori Archuleta
Title: Finance Director
Address: P.O. Box 48, Estancia, NM 87016
Email: larchuleta@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, 2026**, 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: _____
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 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 : 2023 (July 1, 2022, June 30, 2023)
(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:

 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.

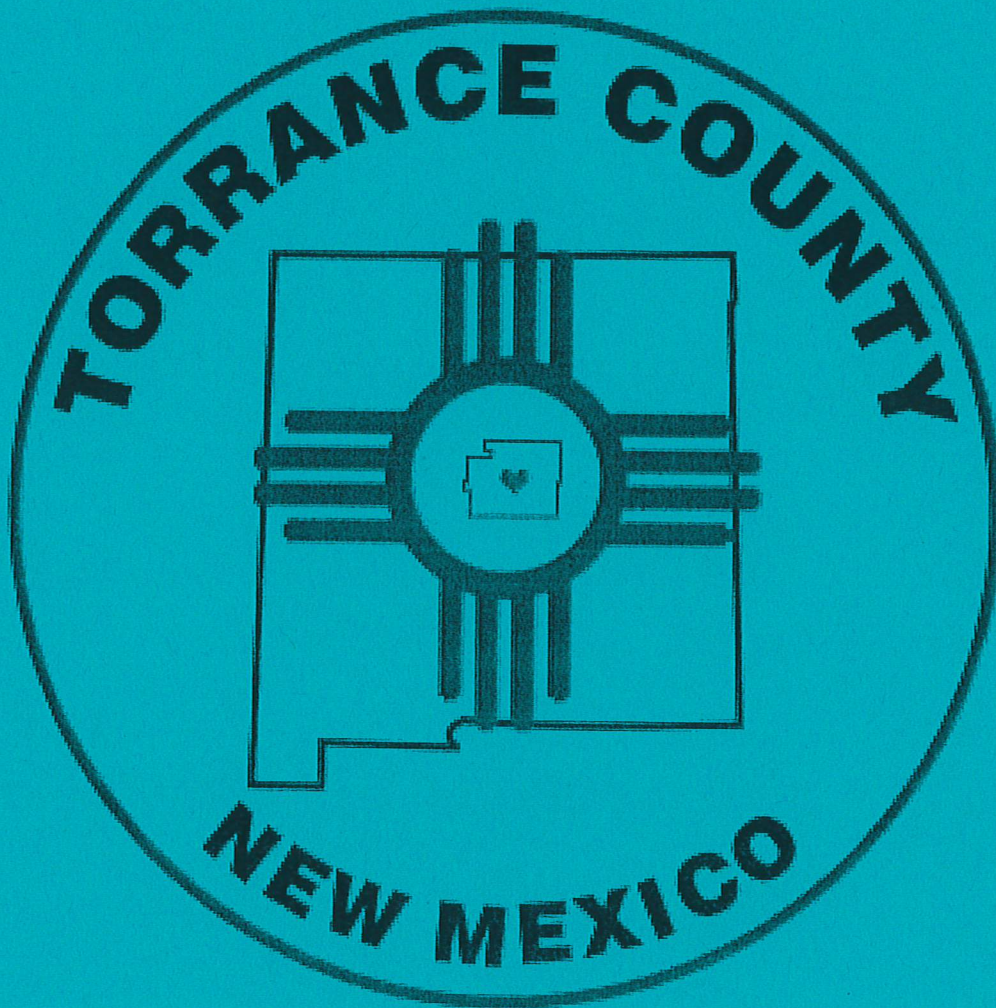
Department Rep. Approver: _____

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. 11-C*

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

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT TO
PLAN, DESIGN AND CONSTRUCT A SHOP AND FENCING FOR THE ROAD
DEPARTMENT EQUIPMENT IN TORRANCE COUNTY.
22-G3050**

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 438, 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 Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) to plan, design and construct a shop and fencing for the road department equipment in Torrance County.

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 24th DAY OF August, 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, Paragraph 438, 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-G3050 \$225,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026
Laws of 2022, Chapter 53, Section 30, Paragraph 438, Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) to plan, design and construct a shop and fencing for the road department equipment in Torrance County.

The Grantee's total reimbursements shall not exceed Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,250.00) which equals Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars and Zero Cents (\$222,750.00) (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 Reimburse² 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

¹ 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.

² "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: Lori Archuleta
Title: Finance Director
Address: P.O. Box 48, Estancia, NM 87016
Email: larchuleta@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, 2026**, 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: _____
C. AIPP Amount (If Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: _____
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 : 2023 (July 1, 2022-June 30, 2023)
(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:

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.

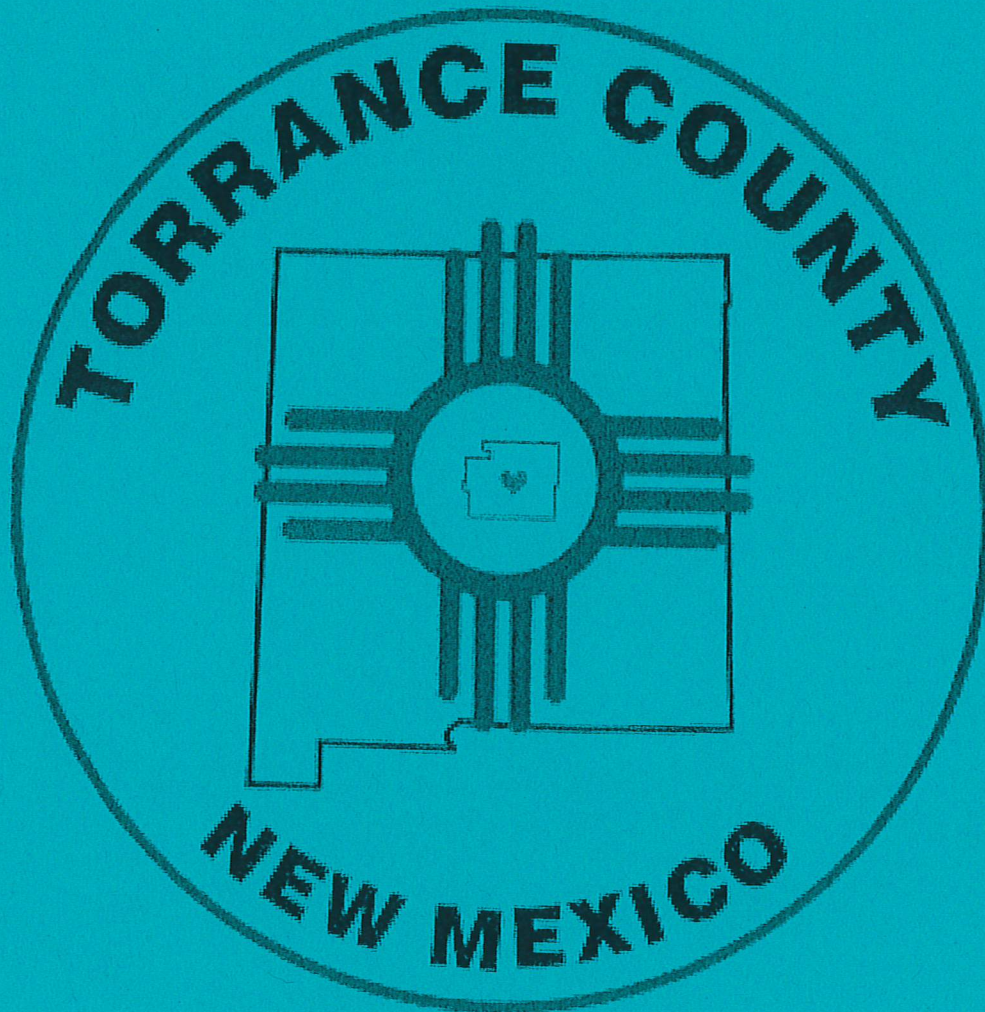
Department Rep. Approver: _____

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. 11-D*

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

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT TO
TO PURCHASE AND EQUIP ROAD EQUIPMENT, INCLUDING A DOUBLE STEEL
VIBRATORY ROLLER AND A LOADER, FOR THE ROAD DEPARTMENT IN
TORRANCE COUNTY.
22-G3051**

WHEREAS, in the Laws of 2022, Chapter 53, Section 30, Paragraph 439, 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 Two Hundred Thousand Dollars (\$200,000.00) to purchase and equip road equipment, including a double steel vibratory roller and a loader, for the road department Torrance County.

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 24th DAY OF August, 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, Paragraph 439, 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-G3051 \$200,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2024
Laws of 2022, Chapter 53, Section 30, Paragraph 439, Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) to purchase and equip road equipment, including a double steel vibratory roller and a loader, for the road department in Torrance county.

The Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero Dollars (\$0.00) which equals Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (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 Reimburse² 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

¹ 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.

² "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: Lori Archuleta
Title: Finance Director
Address: P.O. Box 48, Estancia, NM 87016
Email: larchuleta@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: _____
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 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 : 2023 (July 1, 2022 June 30, 2023)
 (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: _____

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-A*

Torrance County

Resolution Number 2022- _____

A Resolution Designating the Location of Polling Places for all Statewide Elections Conducted in 2022 and 2023

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of 2021 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2022 and 2023; *and*

WHEREAS, the Board of County Commissioners previously did so with Resolution 2021-23, which designated the location of polling places and appointed the Board of Registration, *and*

WHEREAS, it has become necessary to amend the location of polling places since then, *and*,

WHEREAS, Resolution 2021-23 remains in effect except for this amendment to the polling places, *and*,

WHEREAS, the appointment of the Board of Registration made under Resolution 2021-23 remains in effect, *and*,

WHEREAS, the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2019), titled Polling Places; *and*

WHEREAS, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2019) and will be available to voters of any precinct in the county to cast a vote at any Election Day Voting Convenience Center; *and*

WHEREAS, the Board of County Commissioners finds that that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; *and*

WHEREAS, this Resolution is subject to amendment should there be precinct boundary adjustments once the final results of the 2020 Decennial Census are received by New Mexico from the Census Bureau; *and*

WHEREAS, pursuant to NMSA 1978, Section 1-4-34 (2019), the Board of County Commissioners in Resolution 2021-23 appointed the Board of Registration for the County who, pursuant to NMSA 1978, Section 1-4-37 (2019), shall serve a term from July 1, 2021 through June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2022 and 2023 as follows:

Precinct Numbers

Location & Address

Voter Convenience Centers (VCC):

(All voters in the county may vote at these locations, regardless of where they live.)

1 and 2	<u>ESTANCIA HGH SCHOOL GYM: 709</u> Hopewell, Estancia, N. M. 87016
3	<u>TORREON COMMUNITY CENTER: 18</u> Torreon Heights Rd., Torreon, N. M. 87061
4	<u>MANZANO COMMUNITY CENTER</u> 04 Community Center Rd., Manzano, N.M. 87036
5, 17, 20 and 21	<u>MORIARTY-EDGEWOOD SCHOOLS</u> ADMIN. BLDG.: 2422 US Route 66, Moriarty, N.M. 87035
6, 13, 18, 19 and 22	<u>MORIARTY CIVIC CENTER: 202</u> Broadway Ave., Moriarty, N.M. 87035

7, 14 and 15	<u>MCINTOSH FIRE STATION: 757 Salt Mission Trail, McIntosh, N.M. 87032</u>
8	<u>WILLARD COMMUNITY CENTER 520 N. Becker Ave., Willard, N.M. 87063</u>
9 and 10	<u>DR. SAUL COMMUNITY CENTER: 111 N. Roosevelt, Mountainair, N.M. 87036</u>
11	<u>ENCINO COMMUNITY CENTER: 527 A North Main Street, Encino, N.M. 88321</u>
12	<u>DURAN FIRE STATION: 19 Vidal St., Duran, N.M. 88319</u>
16	<u>TAJIQUE COMMUNITY CENTER 8636 Highway 55, Tajique, N.M. 87016</u>
Absentee/Early Voting	<u>TORRANCE COUNTY ADMIN. OFFICES: 205 9th ST., Estancia, N. M. 87016</u>
Alternate Early Voting Site	<u>MORIARTY CIVIC CENTER: 202 S. Broadway Ave, Moriarty, N. M. 87035</u>

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS:

Ryan Schwebach, Chair

Kevin McCall, Member

LeRoy Candelaria, Member

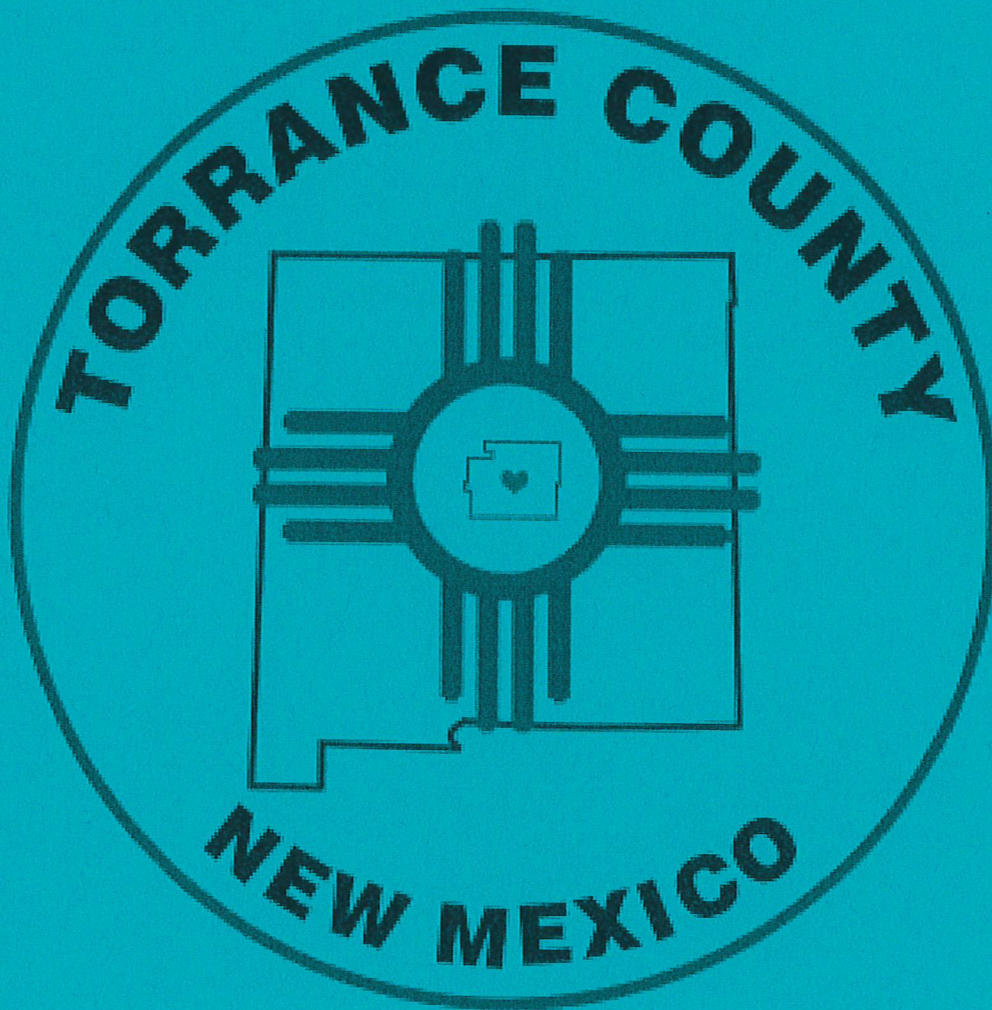
ATTEST:

Yvonne Otero, County Clerk

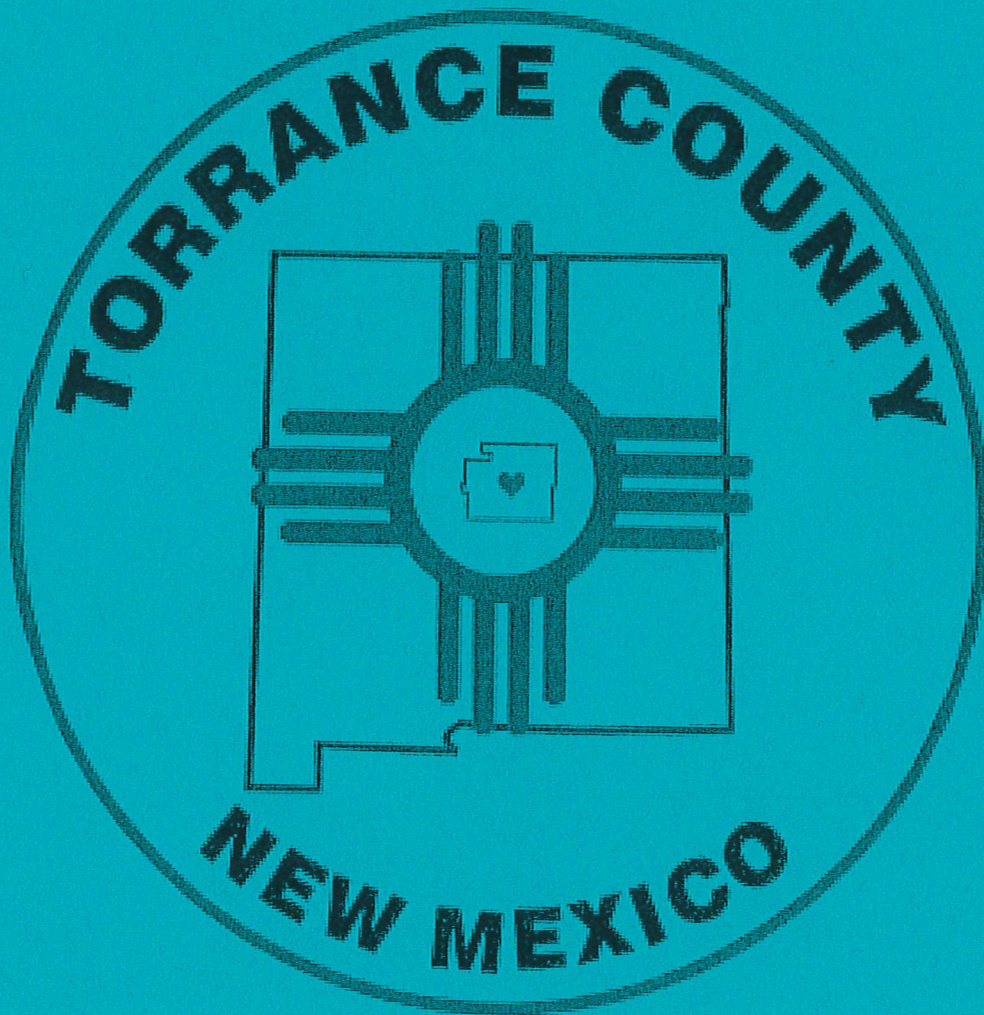
APPROVED AS TO FORM:

Michael I. Garcia, County Attorney

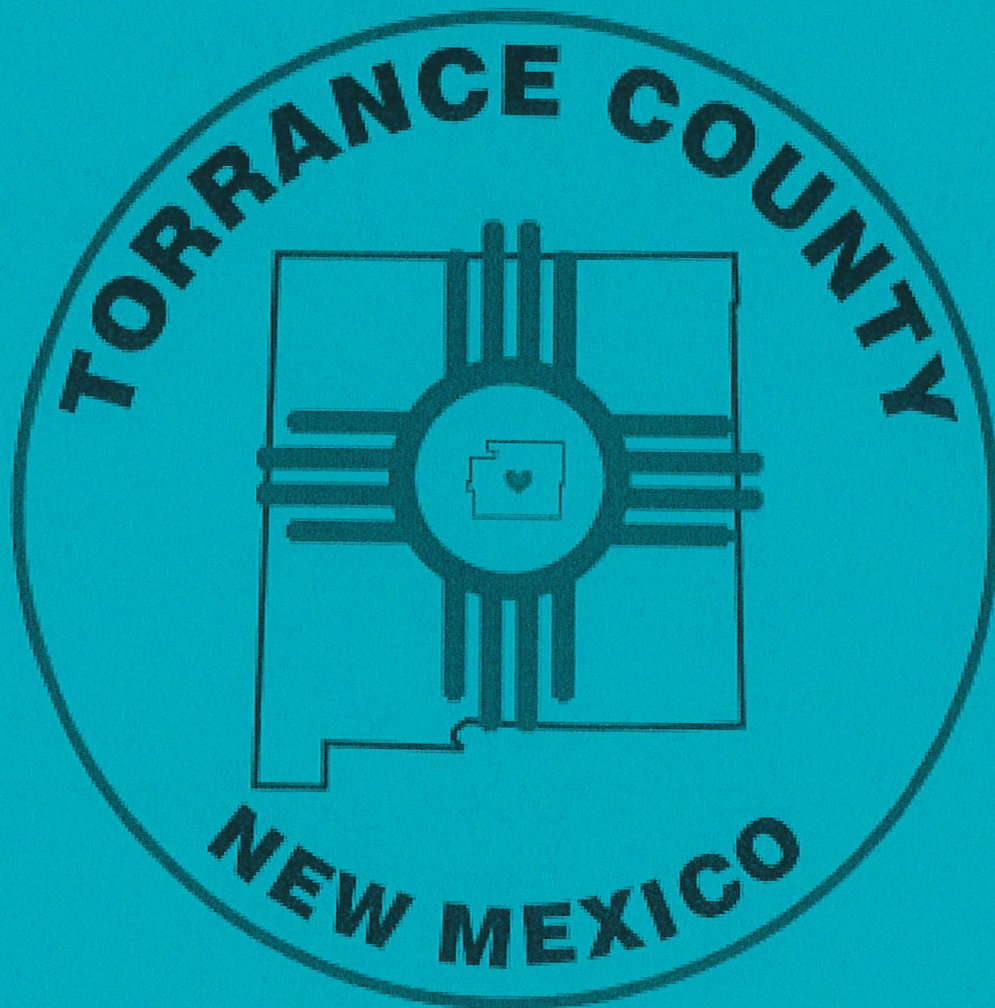
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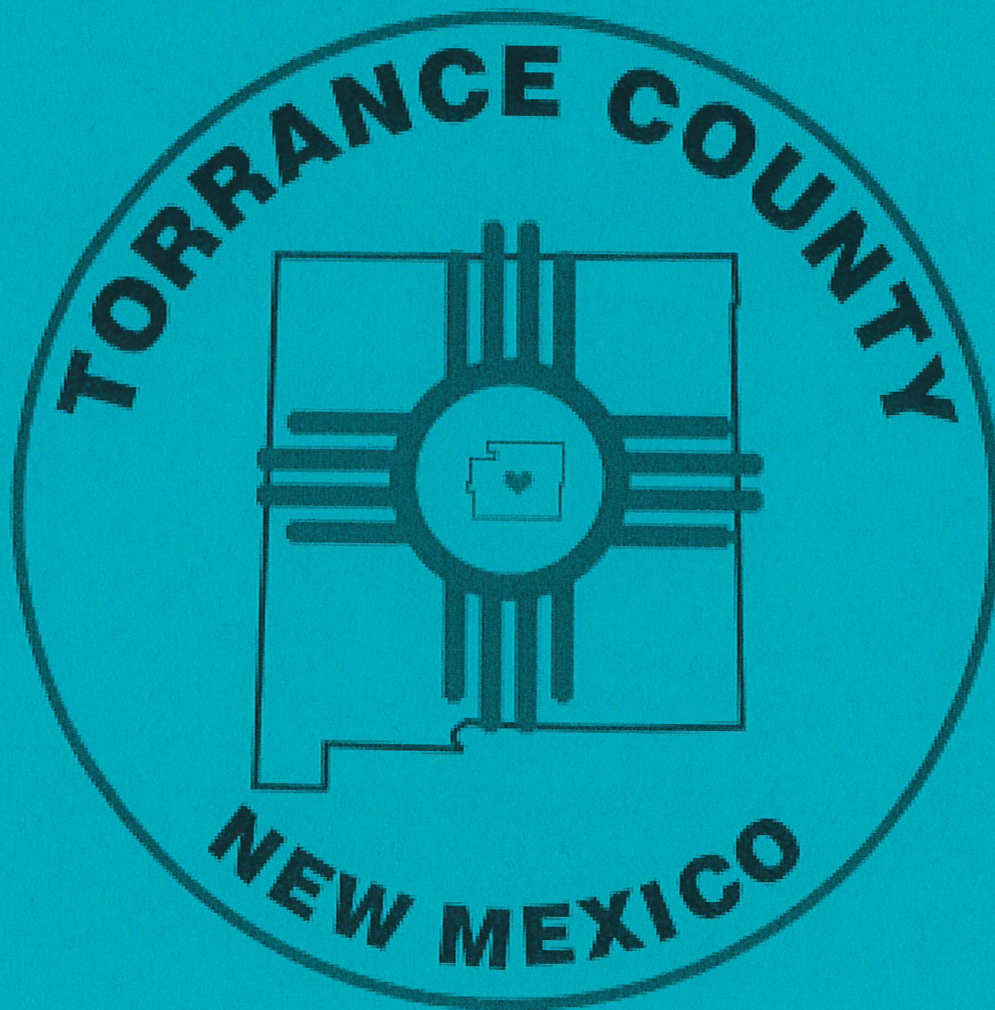
*Agenda Item
No. 12-B*



*Agenda Item
No. 12-C*



Agenda Item
No. 12-D



*Agenda Item
No. 12-E*

Amendment No. 2

**PROFESSIONAL SERVICES AGREEMENT
Estancia Valley Youth & Family Council (EYVFC)
BOYS COUNCIL SERVICES IN THE ESTANCIA VALLEY**

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Sid Ware, hereinafter referred to as the "Contractor."

1. The Statement of Work (SOW) is amended to insert a second paragraph following the opening paragraph to read as follows:

“The Contractor 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. These requirements are documented in “Attachment 3 – Trauma Responsive Care and Services Training Requirements.” included with the Continuum of Graduated Sanctions Agreement # 21-690-3200-20847.”

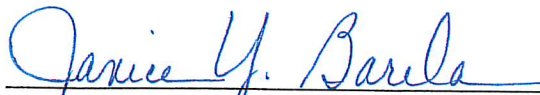
The “Attachment 3” is included with this agreement.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement No. 2 to be executed and to become effective when signed by both parties.

By: _____ Date: _____
Contractor

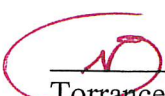
Printed Name: Sid Ware, owner Ware Resources, LLC

Address: PO Box 2844, Moriarty, NM 87035

By:  Date: 8.15.2022
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street; Estancia, NM 87016

By:  Date: 8/15/2022
Torrance County Purchasing Officer

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street; Estancia, NM 87016

By: _____ Date: _____
Torrance County Attorney

Printed Name: Michael I. Garcia

Address: 6121 Indian School Rd, NE, Suite 202; Albuquerque, NM 87110

Attachment 3 – 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*.

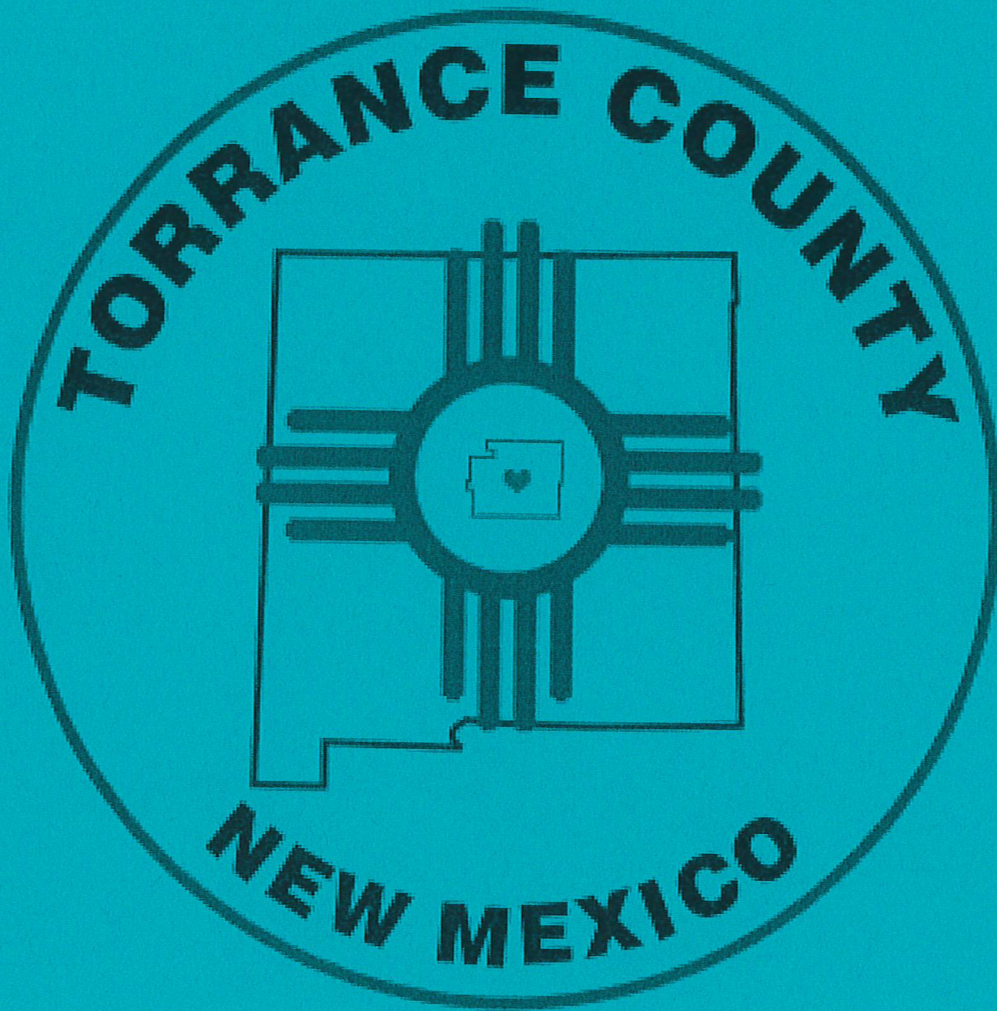
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor 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 Contractors 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, Contractors 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 Contractor. Funding for Contractor Loss of Productivity will be negotiated between the Contractor and Program Manager for inclusion in the budget.
3. Contractor 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, Contractors 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 Contractor 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 Contractor’s staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Contractor to continue billing for services.

6. Trauma responsive care and service delivery training completed by Contractor 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 Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor or Subawardee, Contractors are responsible for ensuring that the Subcontractor 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 Contractor 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, Contractor 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 Contractor within ten (10) working days following the Committee's quarterly meeting.



*Agenda Item
No. 12-F*

Amendment No. 3

**PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY
RFP TC-FY20-03
Juvenile Justice Continuum Coordinator**

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Rebecca Armstrong, hereinafter referred to as the "Contractor."

1. The Statement of Work (SOW) is amended to insert a second paragraph following the opening paragraph to read as follows:

“The Contractor 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. These requirements are documented in “Attachment 3 – Trauma Responsive Care and Services Training Requirements.” included with the Continuum of Graduated Sanctions Agreement # 21-690-3200-20847.”

The “Attachment 3” is included with this agreement.

IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement No. 2 to be executed and to become effective when signed by both parties.

By: _____ Date: _____
Contractor

Printed Name: Rebecca Armstrong, owner VIA Homes & Development, LLC

Address: 8 Mesa Linda Drive, Edgewood, NM 87105

By:  Date: 8.15.2022
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street; Estancia, NM 87016

By:  Date: 8/15/2022
Torrance County Purchasing Officer

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street; Estancia, NM 87016

By: _____ Date: _____
Torrance County Attorney

Printed Name: Michael I. Garcia

Address: 6121 Indian School Rd, NE, Suite 202; Albuquerque, NM 87110

Attachment 3 – 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*.

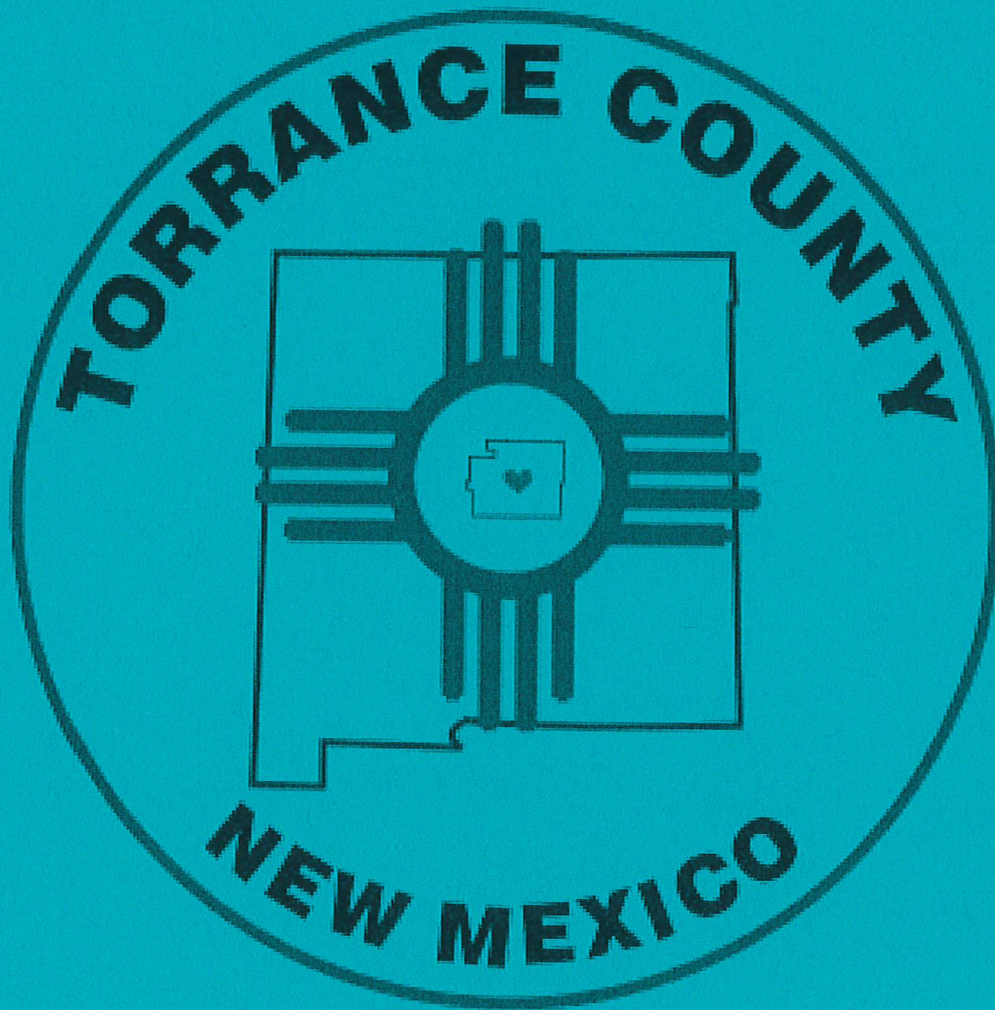
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor 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 Contractors 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, Contractors 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 Contractor. Funding for Contractor Loss of Productivity will be negotiated between the Contractor and Program Manager for inclusion in the budget.
3. Contractor 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, Contractors 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 Contractor for more than three months, and
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5. At least seventy (70) percent of the Contractor’s staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Contractor to continue billing for services.

6. Trauma responsive care and service delivery training completed by Contractor 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 Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor or Subawardee, Contractors are responsible for ensuring that the Subcontractor 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 Contractor 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, Contractor 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 Contractor within ten (10) working days following the Committee's quarterly meeting.



*Agenda Item
No. 12-G*

Amendment No. 1

**PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EVYFC)
GIRLS CIRCLE SERVICES IN THE ESTANCIA VALLEY**

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Lyndsi Donner, hereinafter referred to as the "Contractor."

1. The Statement of Work (SOW) is amended to insert a second paragraph following the opening paragraph to read as follows:

“The Contractor 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. These requirements are documented in “Attachment 3 – Trauma Responsive Care and Services Training Requirements.” included with the Continuum of Graduated Sanctions Agreement # 21-690-3200-20847.”

The “Attachment 3” is included with this agreement.


IN WITNESS WHEREOF, the County and the Contractor have caused this Agreement No. 2 to be executed and to become effective when signed by both parties.

By: _____ Date: _____
Contractor

Printed Name: Lyndsi Donner
Address: 57 Windmill Road, Edgewood, NM 87105

By:  Date: 8.15.2022
Torrance County Manager

Printed Name: Janice Y. Barela
Address: 205 S Ninth Street; Estancia, NM 87016

By:  Date: 8/15/2022
Torrance County Purchasing Officer

Printed Name: Noah J. Sedillo
Address: 205 S Ninth Street; Estancia, NM 87016

By: _____ Date: _____
Torrance County Attorney

Printed Name: Michael I. Garcia

Address: 6121 Indian School Rd, NE, Suite 202; Albuquerque, NM 87110

Attachment 3 – Trauma Responsive Care and Services Training Requirements

Revised 04.29.2022

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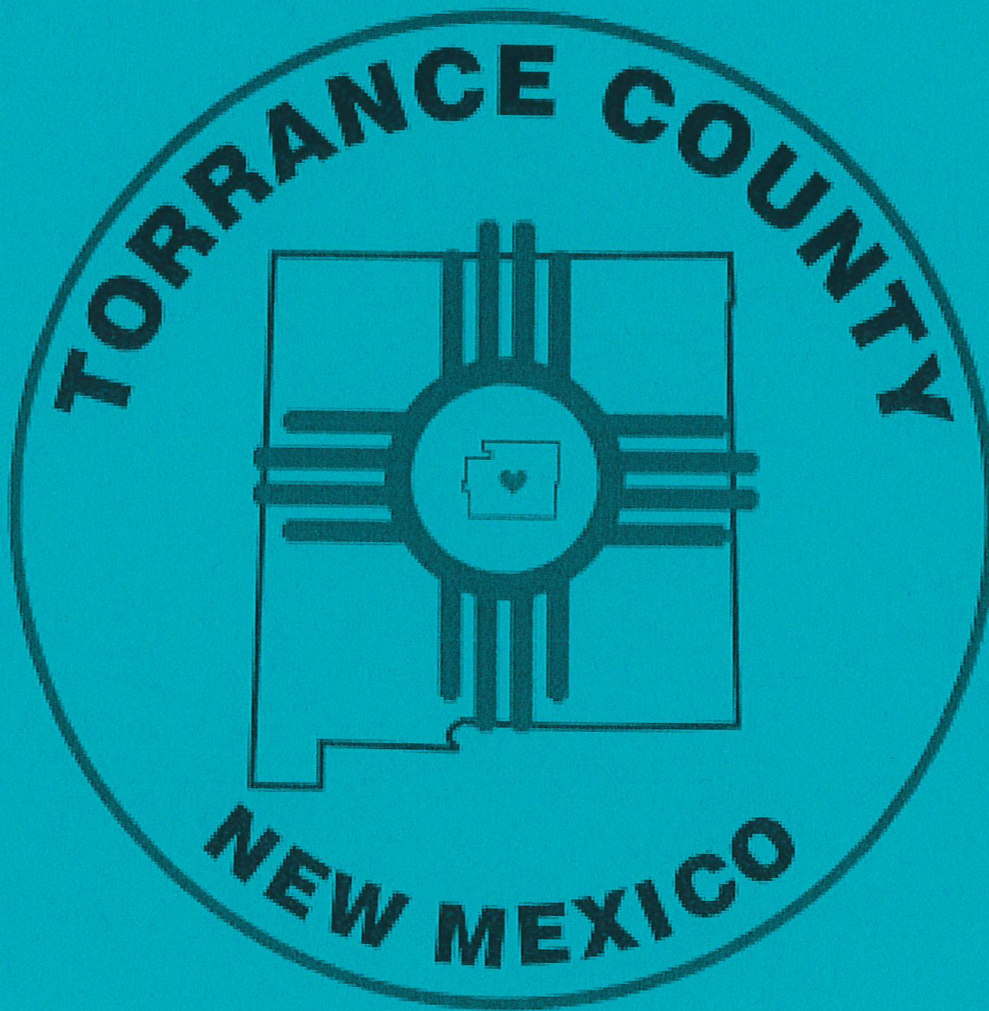
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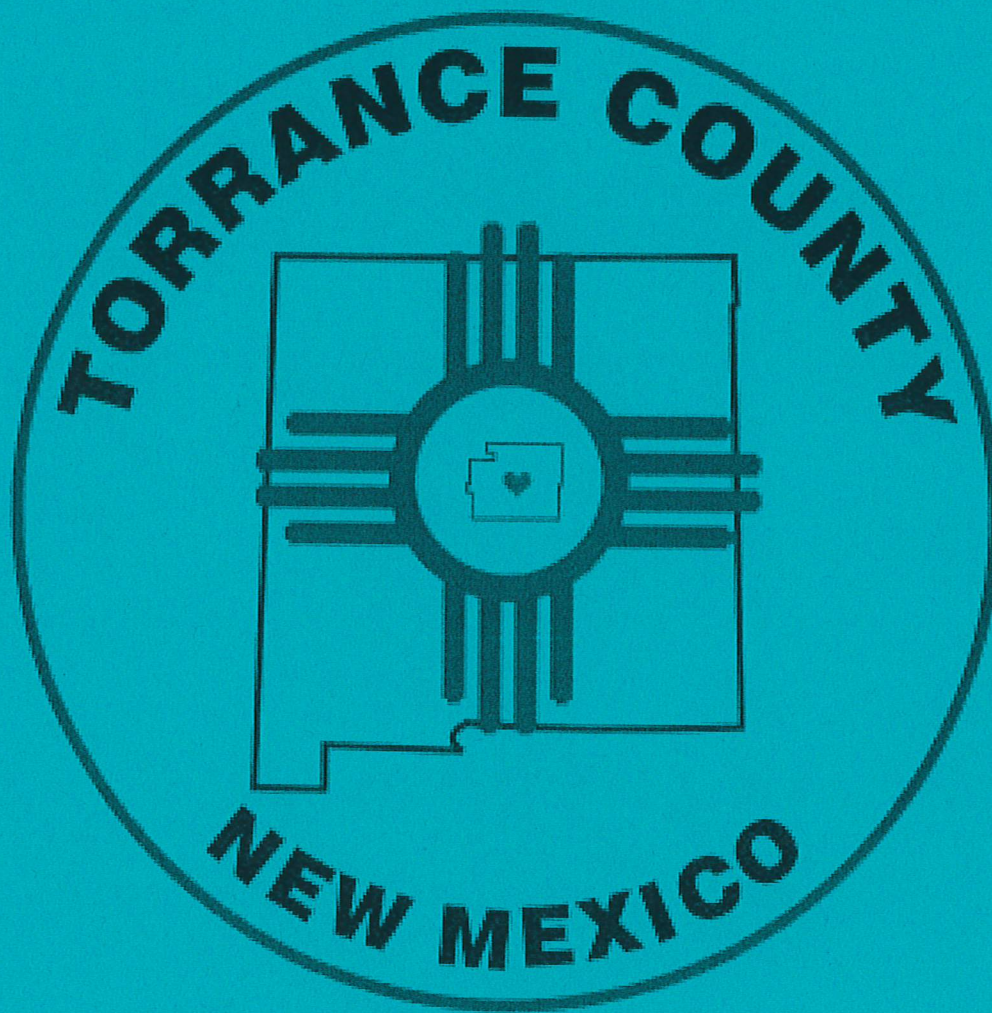
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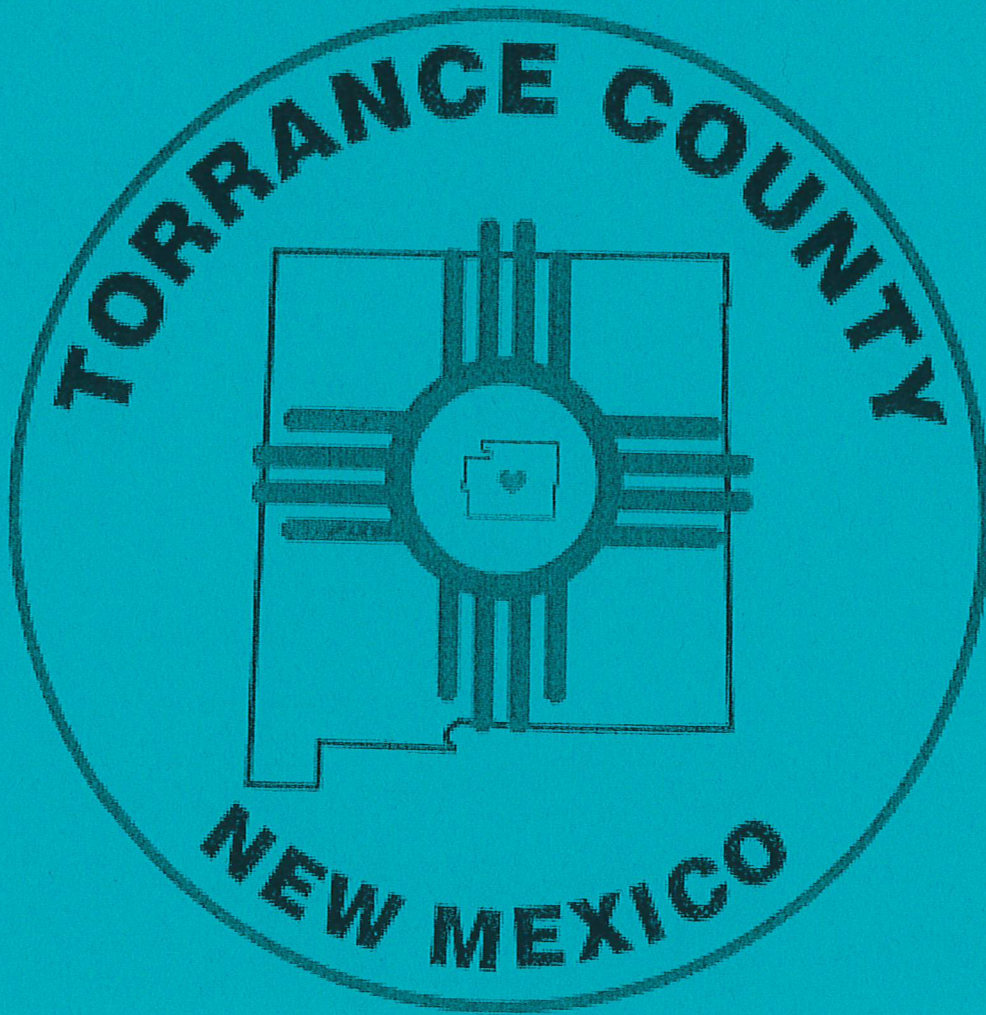
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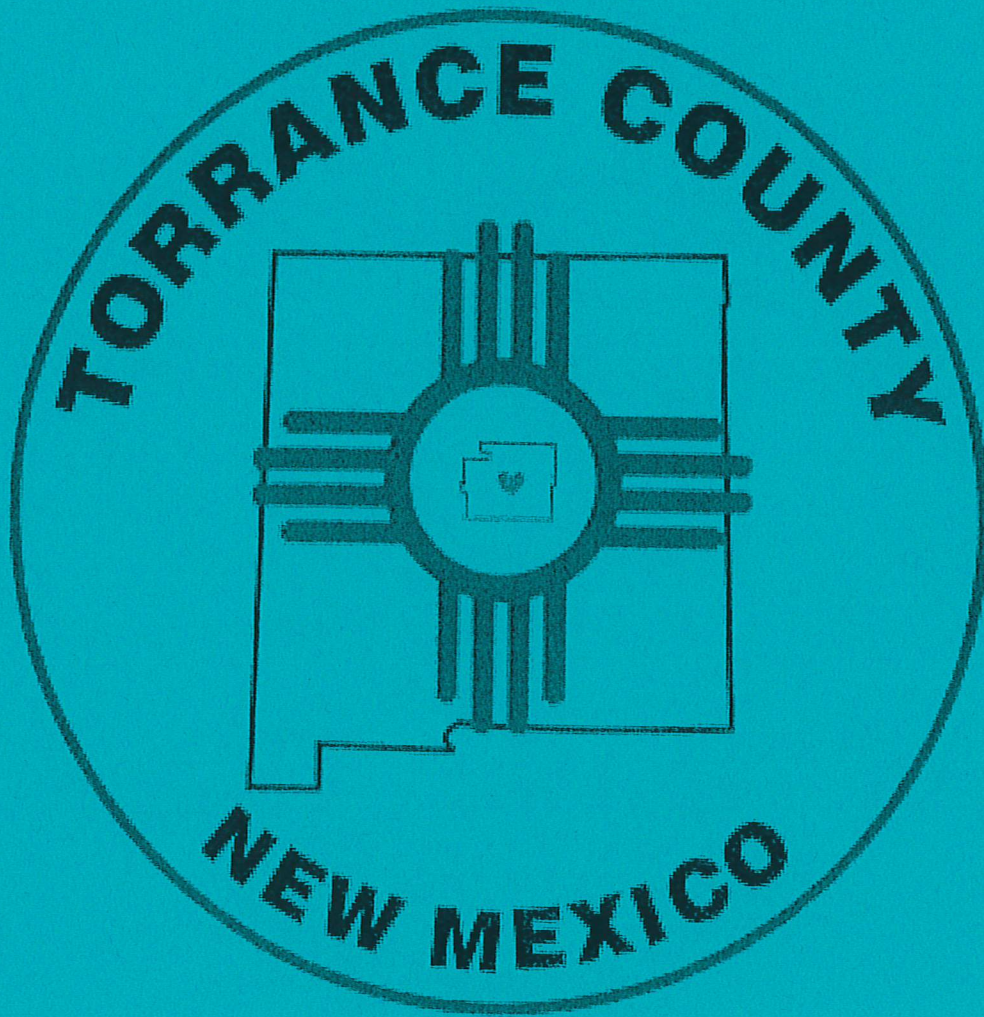
*Agenda Item
No. 12-H*



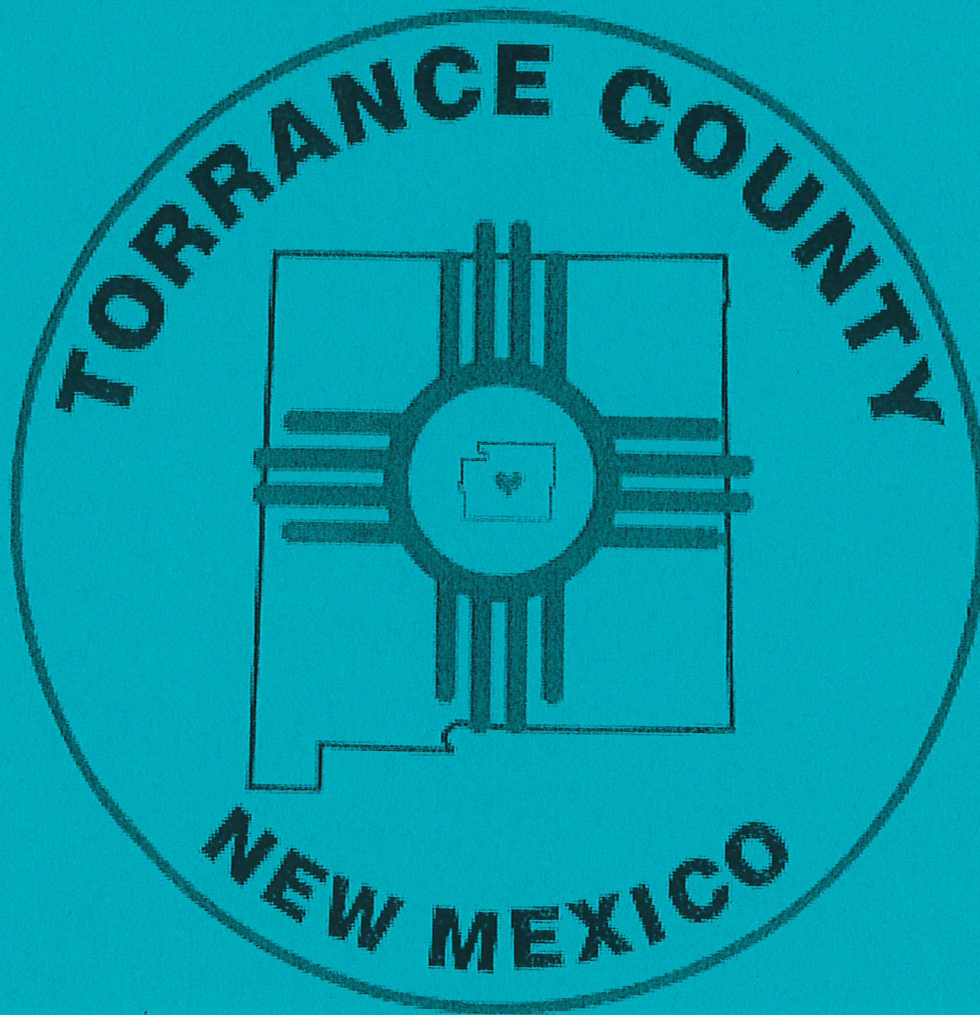
Agenda Item
No. 12-I



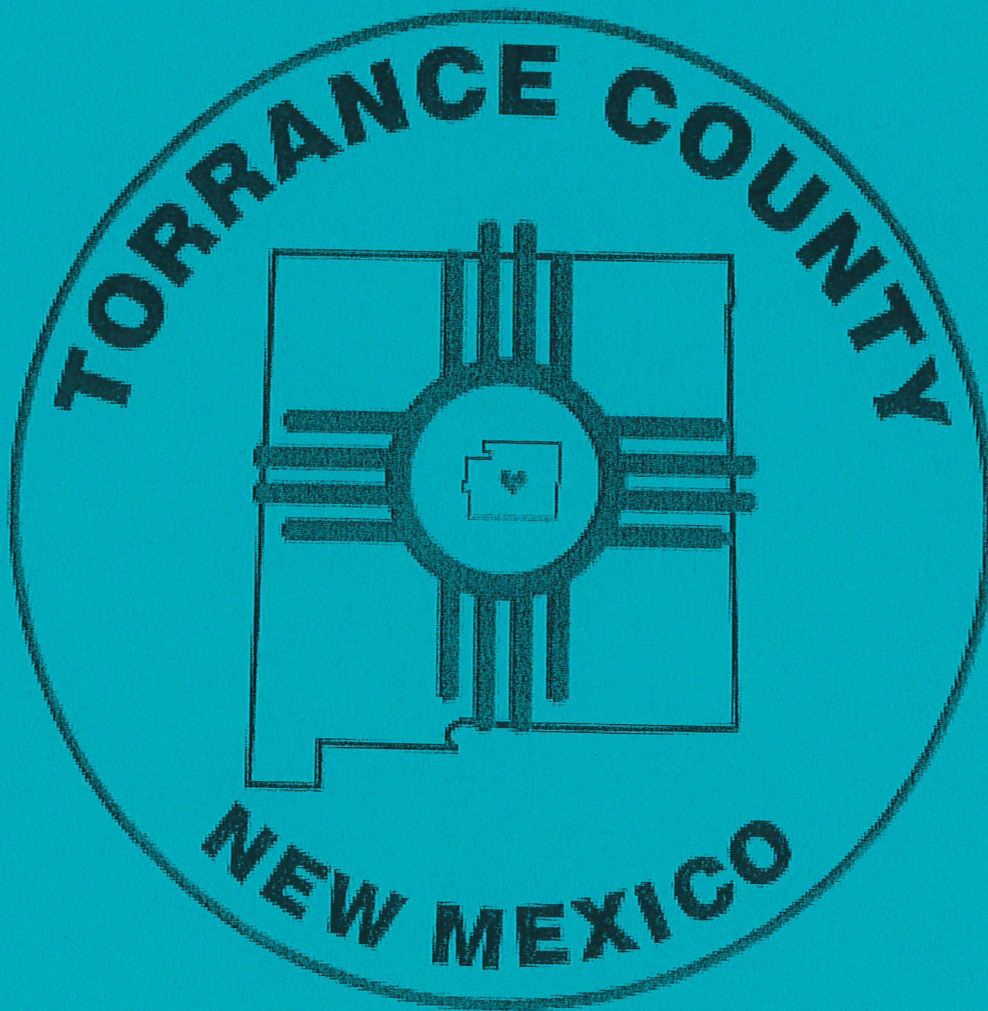
*Agenda Item
No. 13-A*



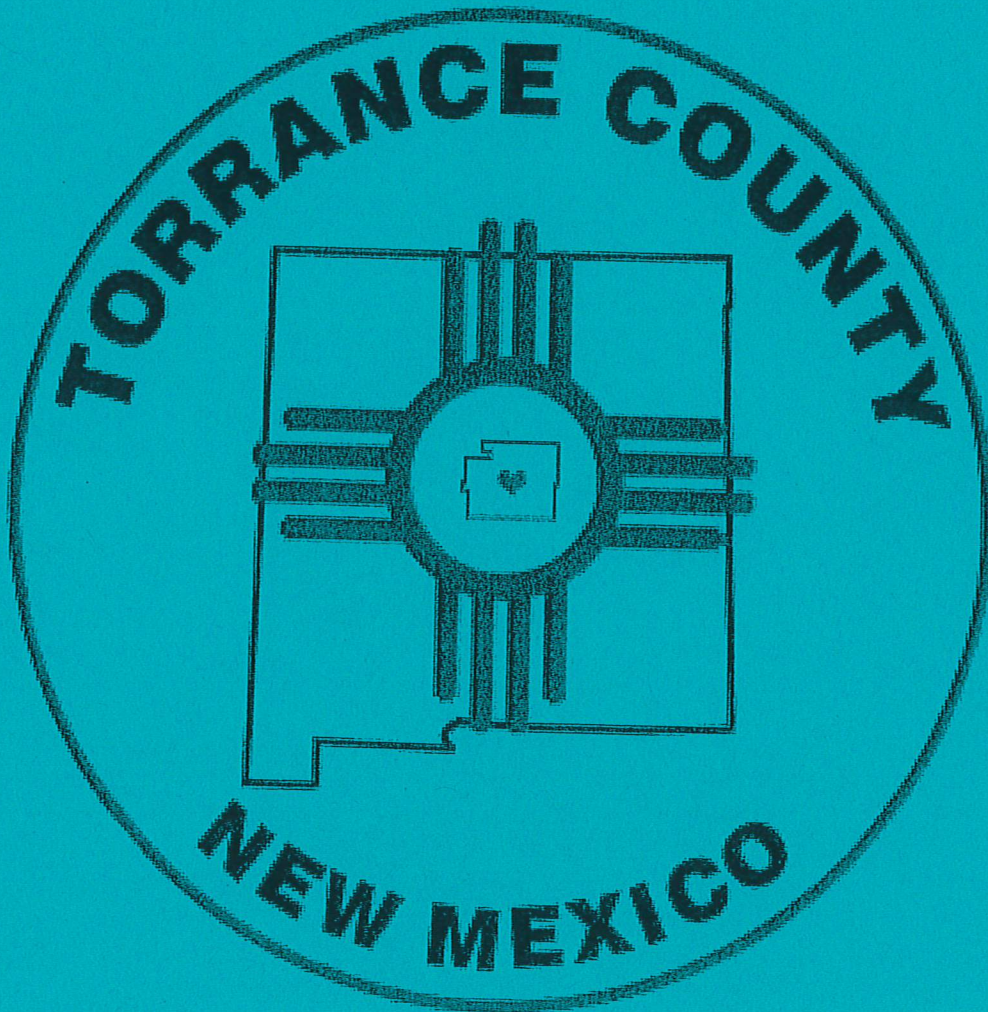
*Agenda Item
No. 13-B*



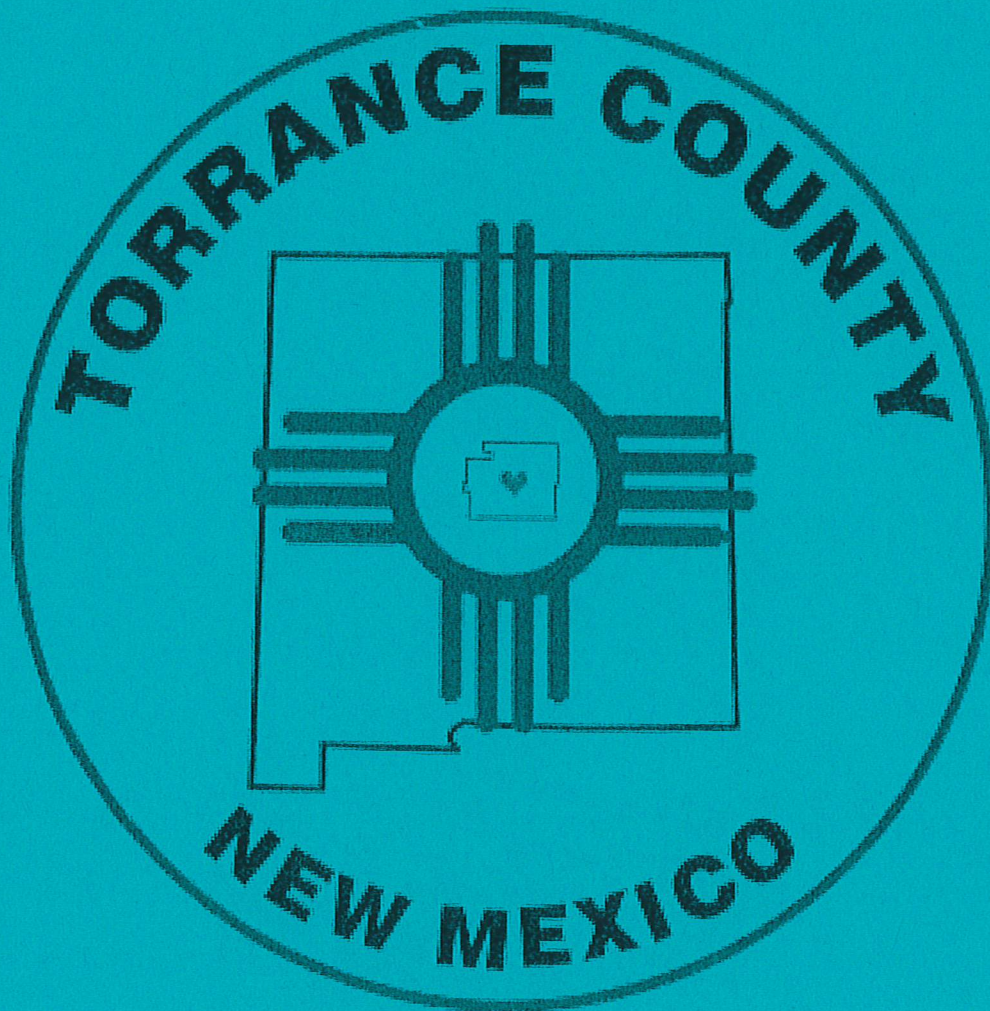
*Agenda Item
No. 13-C*



*Agenda Item
No. 14-A*



Agenda Item
No. 15



*Agenda Item
No. 16*



*Agenda Item
No. 17*