

TORRANCE COUNTY
COMMISSION MEETING
October 26, 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, October 26, 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. Employee of the Third Quarter:** Sergeant Jordan Duran
- 6. BOARD AND COMMITTEE APPOINTMENTS**
- 7. PUBLIC COMMENT and COMMUNICATIONS**
- 8. APPROVAL OF MINUTES**
 - A.** Motion to approve the October 3, 2022 Special Administrative Meeting of the Torrance County Commission.
 - B.** Motion to approve the October 12, 2022 Regular Meeting of the Torrance County Commission.
- 9. APPROVAL OF CONSENT AGENDA**
 - A.** Motion to approve payables
- 10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

11. ADOPTION OF RESOLUTION

A. Discussion and possible approval of a resolution amending and superseding **Resolution 2021-23**, A Resolution Designating the Location of Polling Places for the 2021 Local Election and for all Statewide Elections Conducted in 2022 and 2023 and Appointing the Board of Registration Members for the County, and **Resolution 2022-45**, A Resolution Designating the Location of Polling Places for all Statewide Elections Conducted in 2022 and 2023.

12. APPROVALS

A. **GRANTS:** Approval of contract with Roger Rivera to serve as Boys Council Facilitator and Restorative Justice Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grants.

B. **GRANTS:** Approval of contract with Alejandro Trevino to serve as Boys Council Facilitator for the Juvenile Justice Continuum of Graduated Sanctions grant.

C. **GRANTS:** Ratification of the agreement of the Local Assistance and Tribal Consistency (LATCF) grant of 1,290,248.32 which is additional funding made available through the American Rescue Plan Act.

D. **FIRE:** Request permission to reallocate medical billing funds from the 416 Operating Budget to the 411 Operating Budget.

13. DISCUSSION**A. MANAGER'S REPORT****B. COMMISSIONERS' REPORTS**

1) Commissioner McCall, District 1

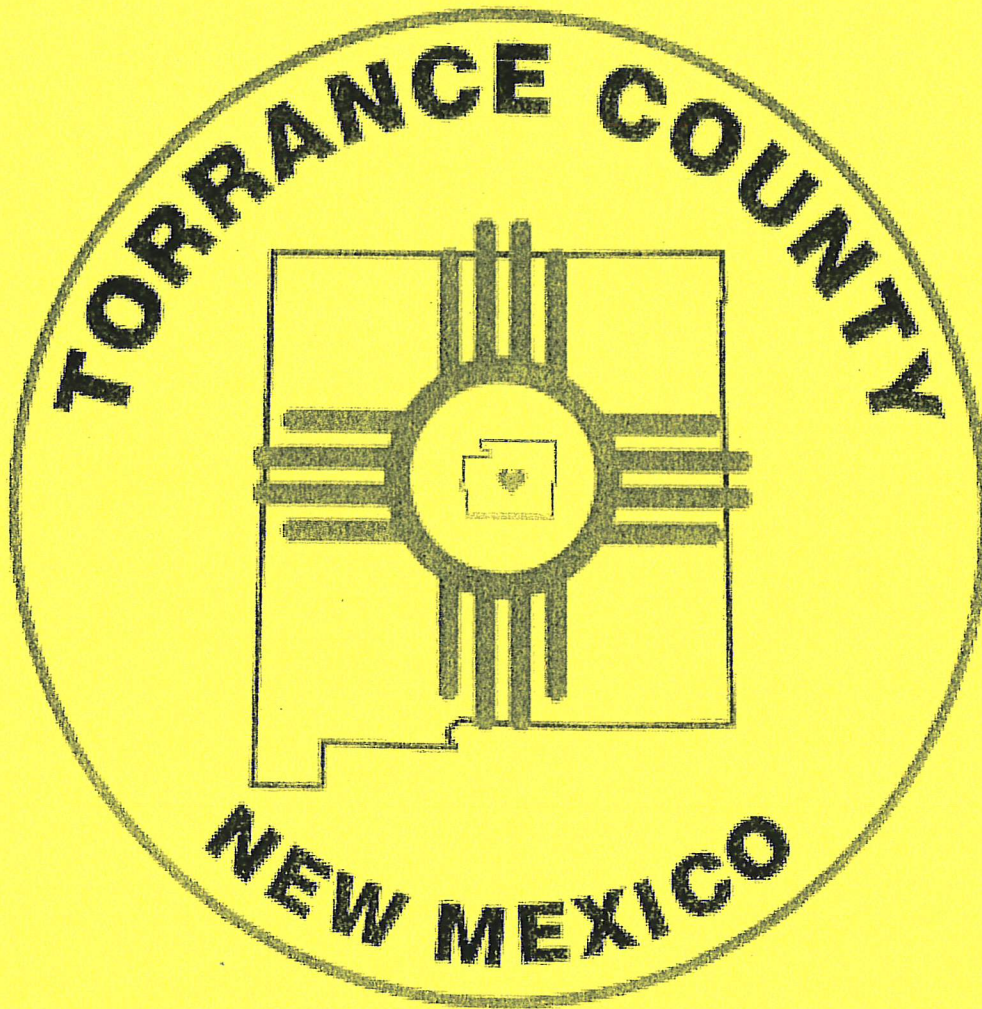
2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

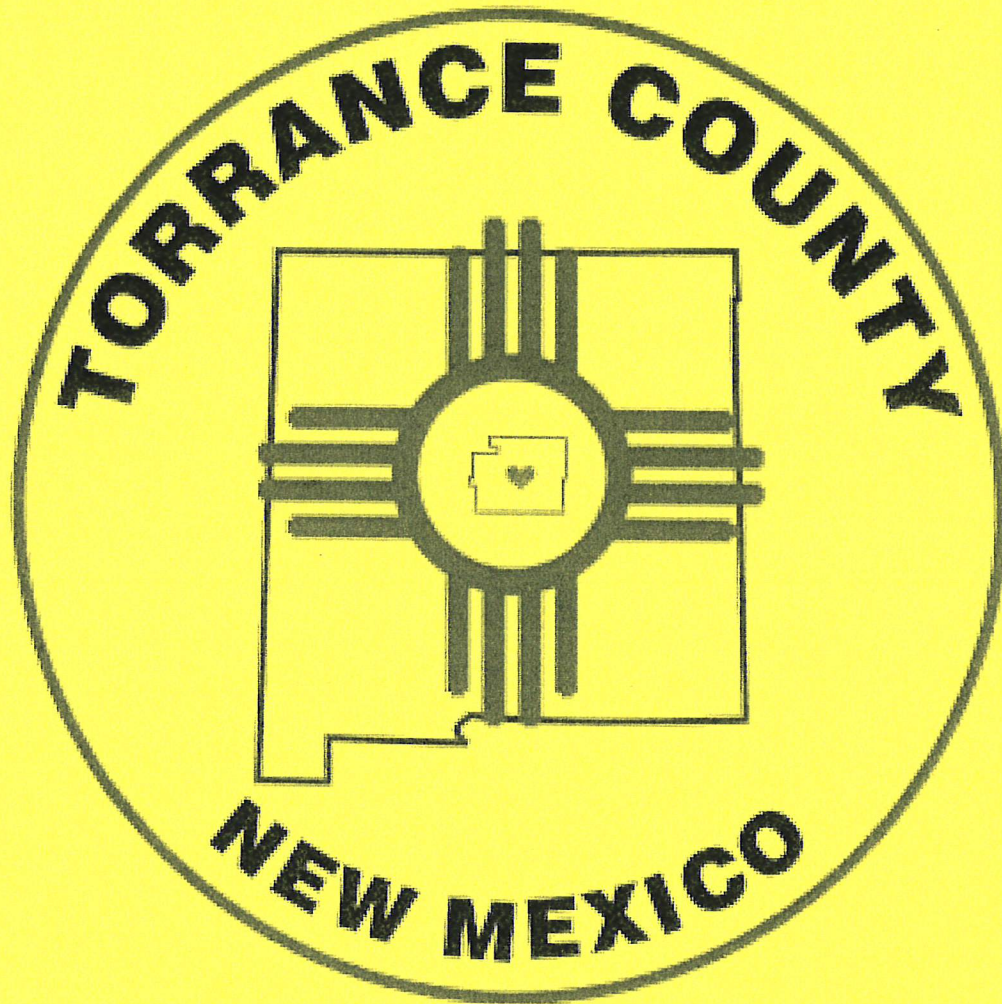
14. EXECUTIVE SESSION

15. Announcement of the next Board of County Commissioners Meeting: November 9, 2022

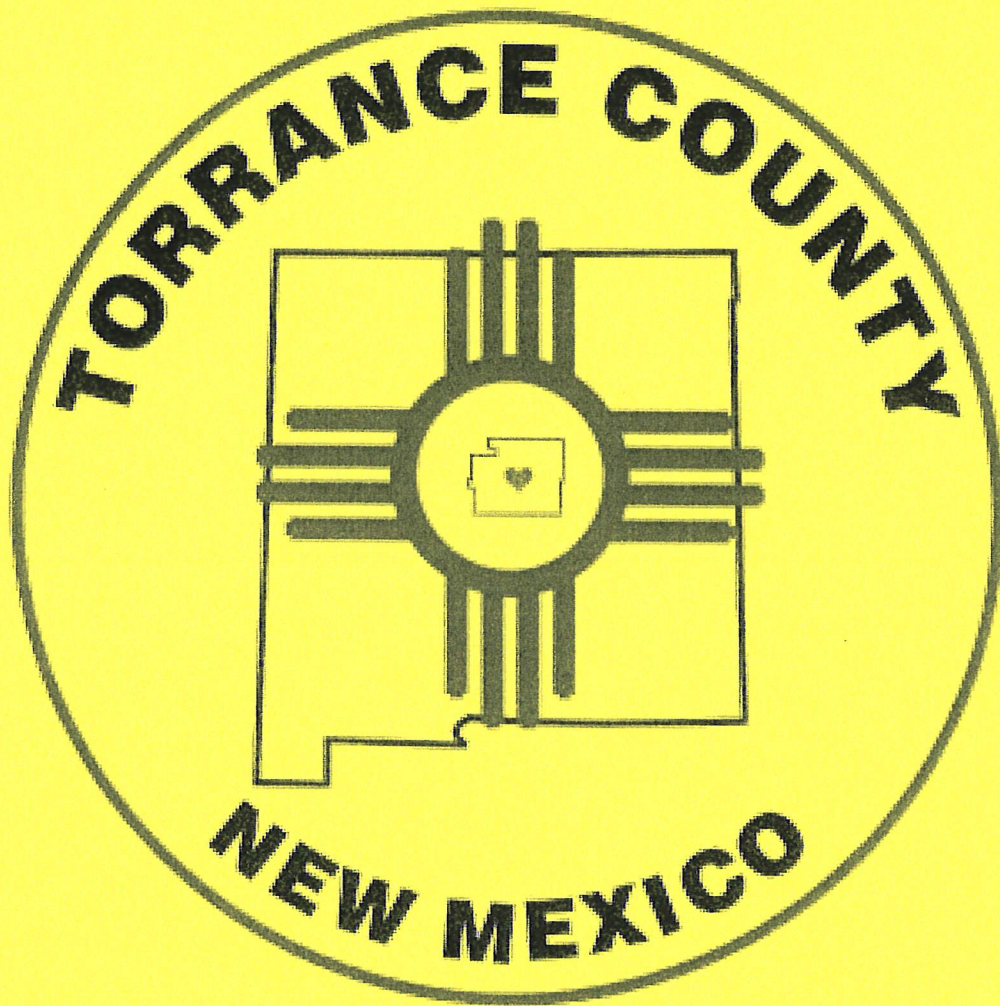
16. SIGNING OF OFFICIAL DOCUMENTS**17. ADJOURN**



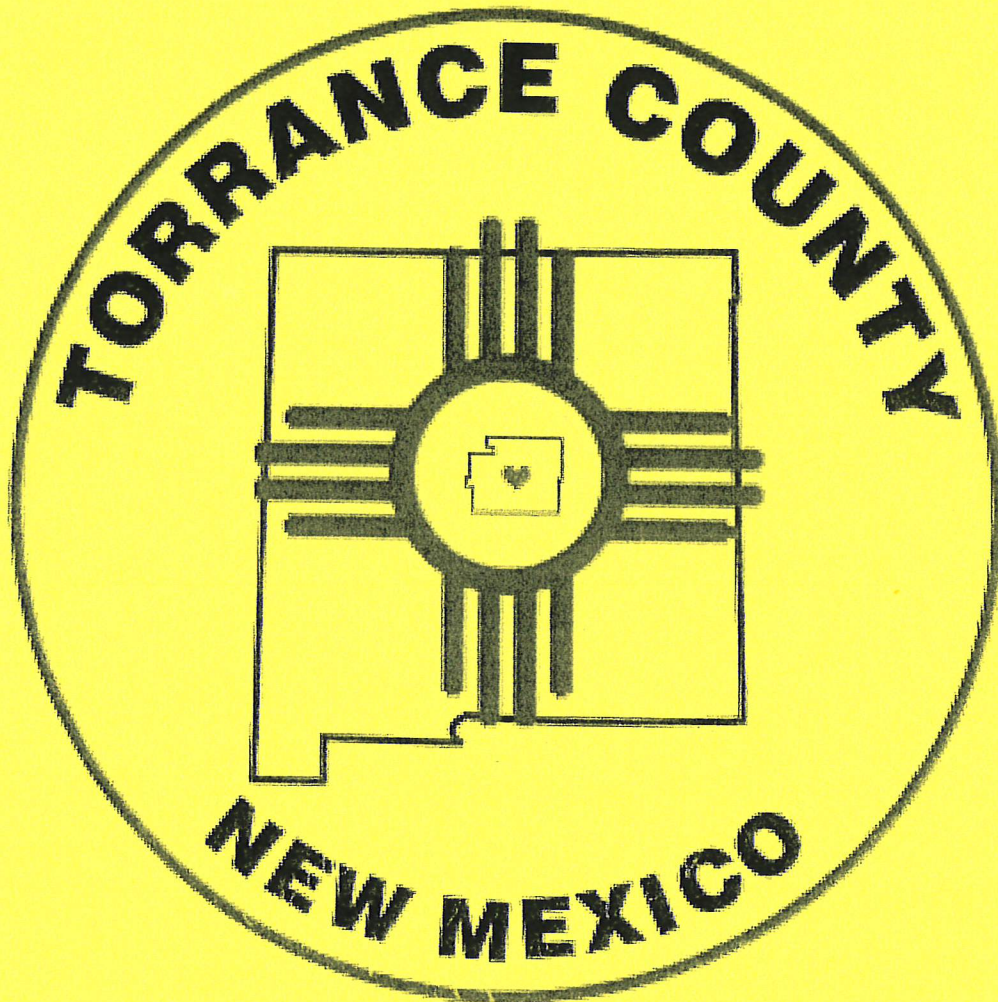
Agenda Item
No. 1



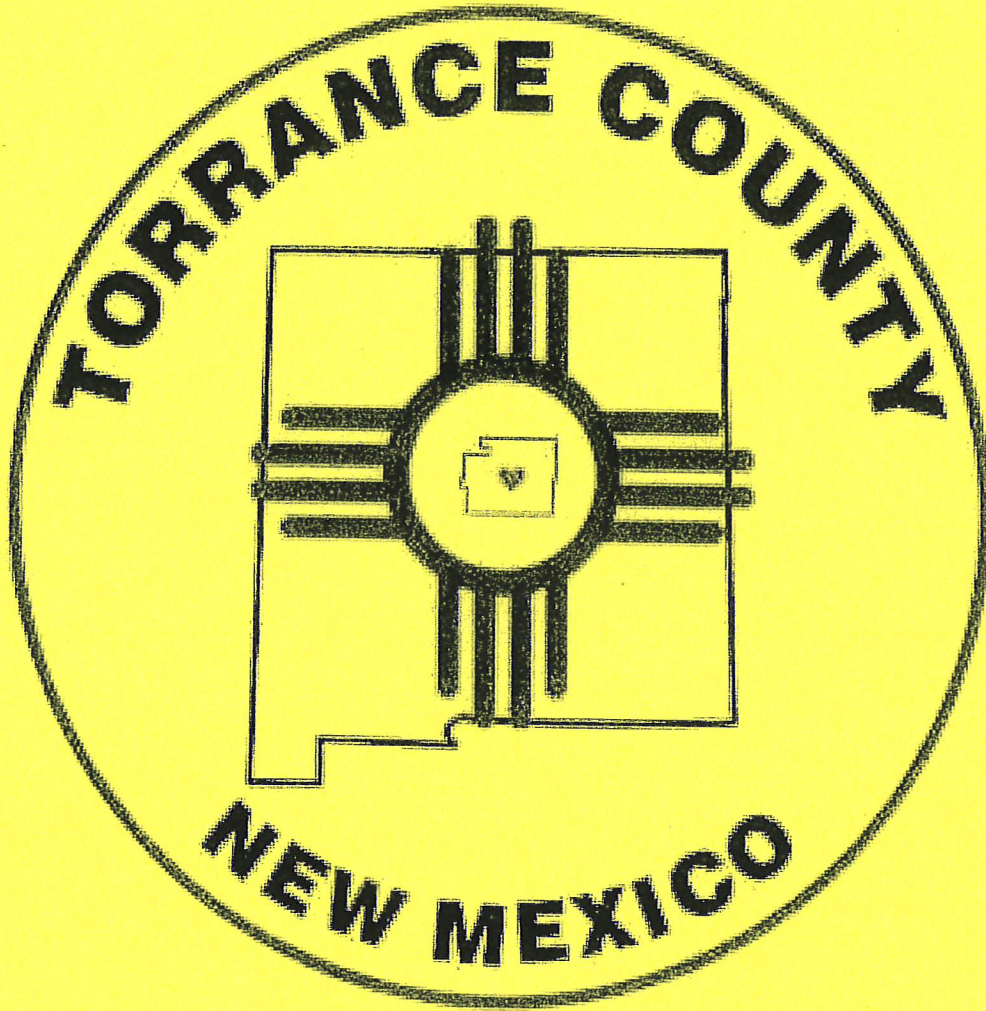
Agenda Item
No. 2



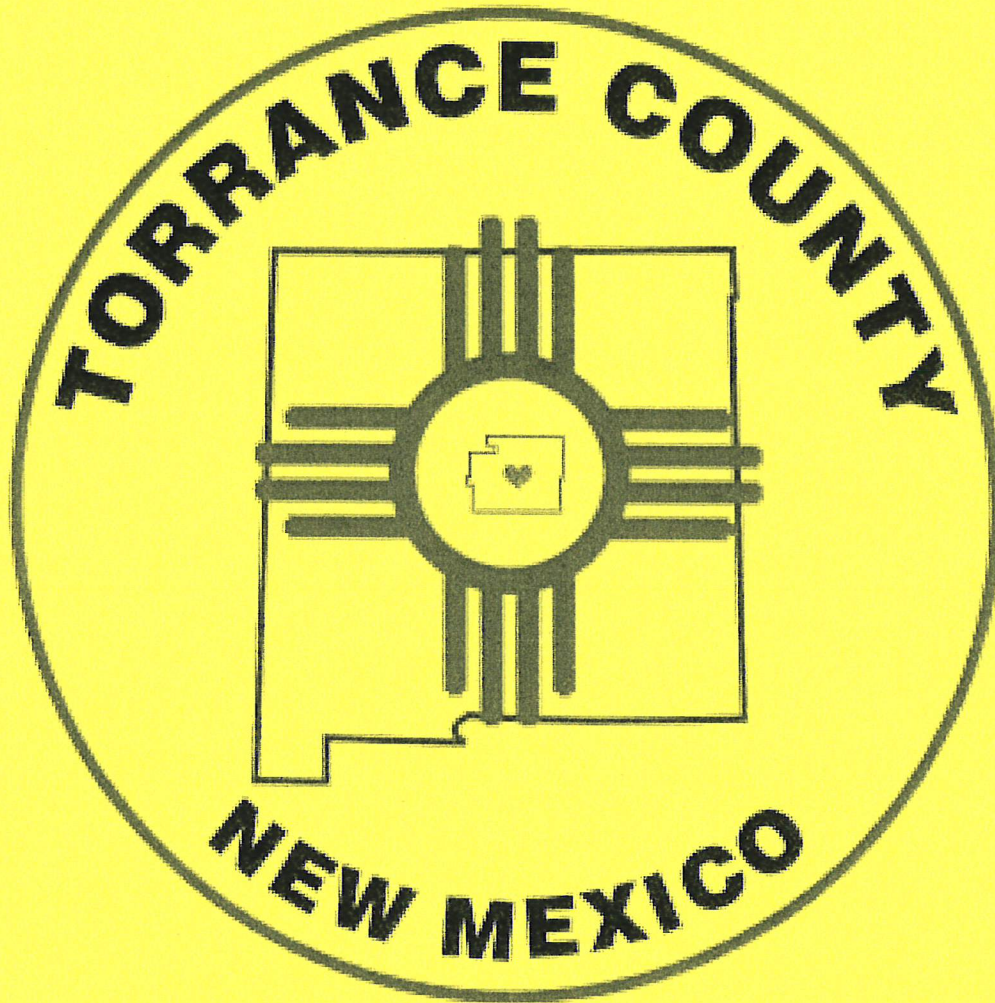
Agenda Item
No. 3



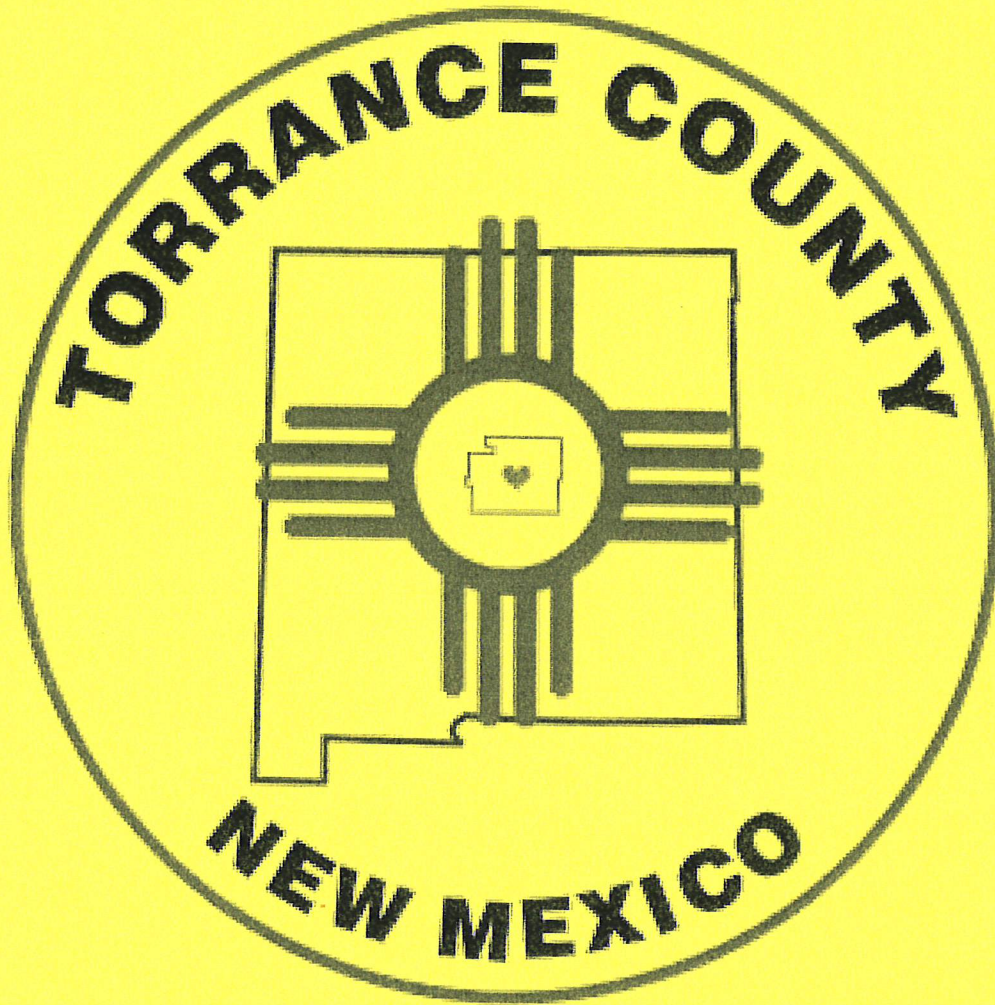
Agenda Item
No. 4



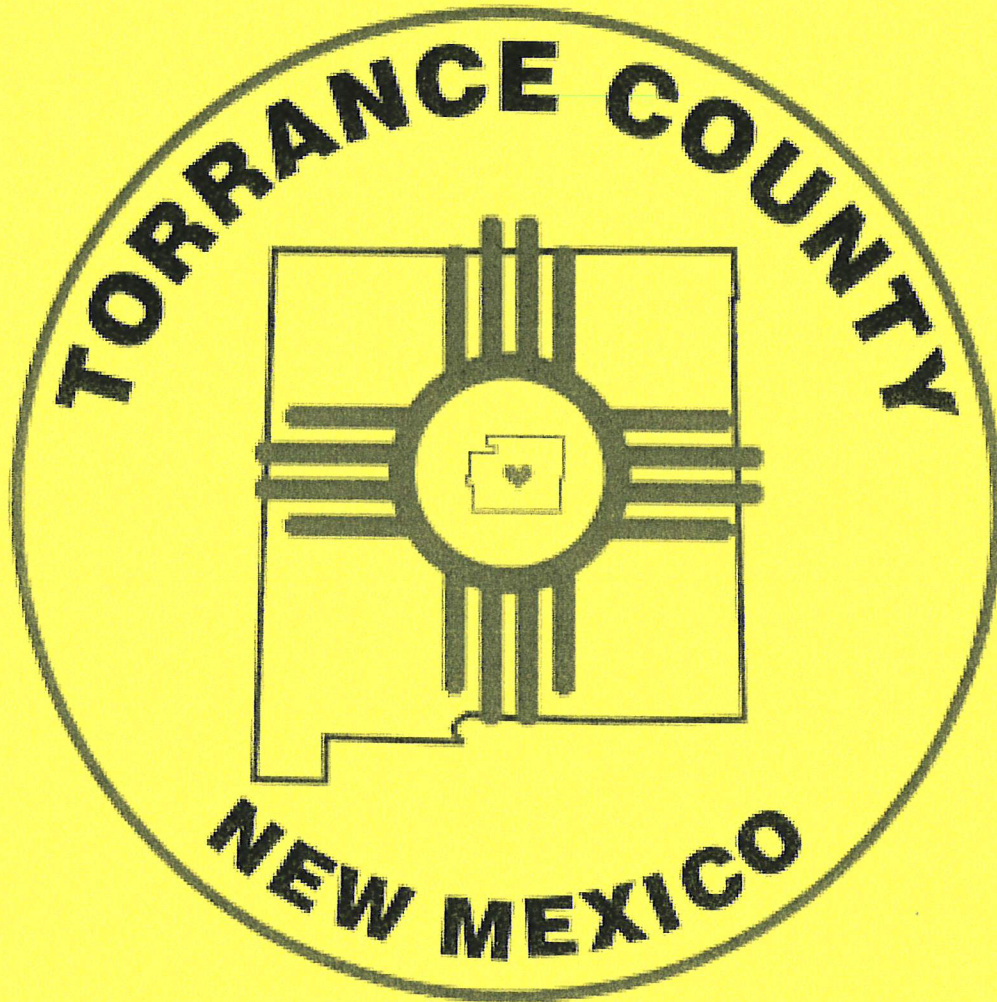
Agenda Item
No. 5-A



Agenda Item
No. 6



Agenda Item
No. 7



*Agenda Item
No. 8-A*

DRAFT

Torrance County Board of Commissioners

Special Administrative Meeting

October 03, 2022

7:30 AM

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

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

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at approximately 7:35 A.M.

INVOCATION & PLEDGE

PLEDGE:

Chairman Schwebach: Led the Pledge of Allegiance.

INVOCATION:

Commissioner McCall: Led the invocation.

2. EXECUTIVE SESSION

A. Discuss threatened or pending litigation, closed pursuant to NMSA 1978, Section 10-15-1(H)(7), specifically Commission review of conclusions of independent investigations into allegations of workplace misconduct by the Torrance County Clerk; discussion of remedies and possible further legal action.

ACTION TAKEN:

Chairman Schwebach: Made a motion to go into Executive Session, closed pursuant to NMSA 1978, Section 10-15-1(H)(7), specifically commission review of conclusions of independent investigations into allegations of workplace misconduct by the Torrance County Clerk; discussion of remedies and possible further legal action.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

Executive Session began at approximately 7:39 AM.

Return from Executive Session:

Chairman Schwebach: Made a motion to return from executive session.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

Regular Session reconvened at approximately 8:50 am.

Chairman Schwebach: During executive session, the Commission and Madam County Manager Barela discussed threatened or pending litigation, specifically Commission review of conclusions of independent investigations into allegations of workplace misconduct by the Torrance County Clerk, discussion of remedies and possible further legal action.

Chairman Schwebach went on to explain that this special meeting is being held regarding several serious allegations that have been made against Yvonne Otero, Torrance County Clerk. These allegations include her treatment of her staff members, and most recently the specific refusal or neglect in carrying out her duties as Torrance County Clerk. Following up on allegations of workplace misconduct, an investigation occurred, and an investigator was hired to determine whether the allegations of workplace misconduct were true. Some

allegations were found not to be substantiated due to the lack of evidence. Others were found to be substantiated and are rather serious. We will discuss only allegations that were sustained and admitted to by the Clerk. They include firing a live Taser next to the head of a subordinate who had fallen asleep at work, who had disclosed a serious medical condition that the County Clerk was aware of; asking a subordinate to obtain prescription narcotics for herself; illegal use of cocaine over the past six years; and inappropriate sexual comments. There was also an investigation by Ambitions, the County IT contractor, which revealed that the County Clerk has made employees give her their individual passwords, which she then employed to allow a family member to use at least one of the County computers. More recently, on September 29, 2022, the Clerk's Office was supposed to be certifying the voting machines for the upcoming November 8 election. While she was supposed to be present to observe the test, she instead signed certificate forms in advance, refusing to be present to observe the certification, saying she would place her seal on the forms later when she returned from vacation. Moreover, she ordered the Deputy Clerk Sylvia Chavez not to sign or certify the machines. Ms. Chavez was present, legally authorized, and capable of signing and certifying the machines. He continued, saying "We, the Board of County Commissioners pose to you as voters, and to Torrance County Employees, a number of things. Employees deserve a safe and professional work environment free of the kind of conduct the Clerk engaged in, and Torrance County voters and citizens deserve a clean and transparent election process."

He asked Madam County Manager Barela what would happen to an employee under the supervision of the County Manager, what she would do after learning of this investigation.

Madam County Manager Barela: Answered Chairman Schwebach, telling him that if these allegations would have come forward, and they were someone other than an elected official, she would have immediately placed that individual on administrative leave with pay pending investigation. At the conclusion of this investigation, if it had been the same result, she would have worked towards termination, which would have included a predetermination hearing and then going through the process as set forth in the County's personnel ordinance.

Chairman Schwebach: The County Clerk is an elected official, so the County has no authority over the position. An elected official is the will of the people. The two things that must be done at this point are to, first: be sure the employees have a safe work environment; and second, to maintain the integrity of the election. He said that he "would have a hard time saying that an election under this existing Clerk would be run fairly and with integrity and would ask for a letter of resignation." (Chairman Schwebach looked to Ms. Otero, who shook her head "no" deliberately.) Since there was no resignation, they moved on.

3. DISCUSSION

A. MANAGER: Allegations of malfeasance by the Torrance County Clerk prior to and during the process of the certification of the ballot tabulators for the 2022 General Election.

Chairman Schwebach: Introduced the item for discussion, and asked Madam County Manager Janice Barela to elaborate on this topic.

Madam County Manager Barela: For the first time since she started in this position, she was asked to watch the process for certification of the voting machines. She showed up on Thursday, September 29, 2022, as did Deputy County Clerk Sylvia Chavez, who is perfectly qualified and able to sign the certificates. She did not expect County Clerk Otero to be present for the filling out and signing of the certificates. She didn't think there would be any issues because it is a very straightforward process. When the certification began, though, she noticed that the certificates were already filled out with the election date, November 8, 2022, each machine's serial number and precinct number, location, each sealed memory card, the serial number for the card, the serial number for the second memory card, and they were filled out with the county name and the County Clerk's signature. Madam County Manager Barela provided photographic evidence of these claims and presented them at this time. All of this was prior to any technician beginning the certification, so none of the information should have been on the certification sheets yet. When asked what was going on by Madam County Manager Barela, Deputy Clerk Sylvia Chavez informed Madam County Manager Barela that she had been instructed not to sign the certificates, that the Clerk herself wanted to, even though she knew she would not be there the day of the certification.

Madam County Manager Barela tried to contact the Secretary of State on Thursday evening, she sent an email and called them, only to get no response to the email and was on hold for 30 minutes before she was able to get through to someone and then left a message. Deputy Clerk Sylvia Chavez emailed them Thursday, and then Madam County Manager got a call from the Director of Elections, Mindy Vigil. At that point, they were told that all of the machines that had been completed up to that point had to be recertified. This was very burdensome, as they had to reprogram all the cards that go into the computer in the tabulators. They were told that they could get a waiver for the amount of time allotted to complete certification, because there was no way to get it done as quickly as it should have been. They allowed for the County to do the certification on the early voting machines, as well as absentee tabulators. This allowed for the Clerk's Office techs to come back and be able to finish the other machines as their time permits. Madam County Manager thanked the techs that came out, and thanked Sylvia Chavez and Kevin Pham from the Clerk's Office. The public was there during the first day's certifications, and Sylvia and Kevin did a great job answering all the questions that they had. They were patient and allowed the public to view

what they were doing and how. To be told that you must do it all over again after a day like that is disheartening. They knew this was an important job that must be done, though.

Regarding contacting the Secretary of State: It was not until the next day that Madam County Manager received a ticket back saying that her email had been assigned to someone, and the day after that it had been kicked to another person. She still had not received any response as of the Special Admin Meeting.

County Attorney Mike Garcia: Spoke about the difference between malfeasance and misfeasance. The term malfeasance means wrongful conduct that affects, interrupts, or interferes with the performance of duties, provided that if the act is discretionary, the act was performed with an improper fraction. Misfeasance means performing an illegal act in an improper or illegal manner, and to conduct events as an improper or corrupt motive. The agenda item addresses malfeasance.

Chairman Schwebach: In light of this, the County has an absolute obligation to provide a safe workspace for the employees. That is the number one responsibility. The second is to do what they can within their ability to ensure a safe election with integrity. He believes with the existing Clerk's questionable actions; he is unsure on whether they will be able to have an upcoming election held with integrity. As a Commission, they need to investigate what they can do to ensure that.

County Attorney Mike Garcia: The first of three options available is under NMSA 10-4-2 and speaks to removal of local officials. It involves a civil action initiated by the District Attorney or possibly the Attorney General district court to bring a complaint for removal under which the charges are found to be true.

The second is a recall, which is voter initiated. It is a state constitutional provision where 33 1/3 of the voters from the previous election would have finished a petition to start a recall. There would then be a special election that would take place in Torrance County.

The third and final involves a complaint before the State Ethics Commission. It is his understanding that by their terms, they are generally involving State Executive or Legislative elected officials, though sometimes the laws have been applied to local elected officials as well.

Those are broadly three avenues of legal action that could be taken.

Commissioner McCall: Asked about the first option, he wanted to know if the County brought this forth or if it was just a request to the DA/AG.

County Attorney Mike Garcia: That would probably be a formal request from the Commission or the County Manager, asking the DA or AG to initiate an investigation.

Commissioner McCall: Asked the attorney if this letter to the DA/AG was the best option to pursue.

County Attorney Mike Garcia: Answered in the affirmative.

Chairman Schwebach: Encouraged the Commission to vote to authorize Madam County Manager Barela to move forward.

4. APPROVALS

A. Discussion and possible approval granting County Manager Janice Barela authority to pursue legal action related to the workplace misconduct by the Torrance County Clerk.

ACTION TAKEN:

Chairman Schwebach: Made a motion to allow County Manager Janice Barela authority to pursue legal action related to the workplace misconduct by the Torrance County Clerk.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

B. Discussion and possible action of other possible remedies related to the workplace misconduct by the Torrance County Clerk.

Chairman Schwebach: Opened the item for discussion. The Chairman wanted to address what the Commission can do to immediately ensure a safe workplace environment.

Madam County Clerk Barela: Suggested that since she has no authority to keep the Clerk out of the Clerk's Office, she can offer the option of teleworking to the employees of the Clerk's Office. She doesn't believe all the employees would select this option, but she does want the employees to feel as though they have options.

There is also an obligation for the Commission to provide personnel for the clerk to be able to complete her work as well. That is where an evaluation would need to occur in regard to

teleworking. Madam County Manager Barela is trying to find alternative ways to still provide a safe environment but still provide the services necessary to keep the County going.

Commissioner McCall: Committed to providing extra help if necessary to assist the remaining employees in the Clerk's Office to run the election smoothly.

Madam County Clerk Barela: Said that they do have the ability to hire float clerks. She could utilize that as an option to have people come in and assist in the office if it turns out that the Clerk's staff does telework. She does not need board approval for the teleworking.

C. Possible approval granting County Manager Janice Barela authority to pursue legal action related to allegations of malfeasance by the Torrance County Clerk prior to and during the process of the certification of the ballot tabulators for the 2022 General Election.

Chairman Schwebach: Opened the floor for discussion.

Madam County Manager Barela: Explained that the reason she put this on the agenda is because they didn't have a resolution from the Secretary of State's office whenever the agenda was published. Had everything gone forward the way it looked like it was going, she wanted to make sure the Commission had the opportunity to file a petition against the certification of the machines, because they only have two days after the certification within which they could file. She doesn't believe that they must do anything with this at this point.

Chairman Schwebach: Asked for clarification, saying "we do not have to do anything?"

Madam County Manager Barela: Explained that it would be included in what they talked about earlier. Regarding the malfeasance, they go forward as part of the information that will be given to the District Attorney as well as the Attorney General for the possible removal of Yvonne Otero from office. It would be included but would not be its own separate legal action because this was their way to give the Commission the opportunity to file a petition in District Court against the certification if it wasn't finished.

Commissioner McCall: Asked Madam County Manager Barela if she felt she had the clarity and direction she needed.

Madam County Manager Barela: Answered in the affirmative.

Chairman Schwebach: Madam County Clerk Yvonne Otero is here. The Chairman asked if she would like to make a statement.

County Clerk Yvonne Otero: "Legal has advised me against it."



4. Adjourn

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

MEETING ADJOURNED AT APPROXIMATELY 9:25 AM

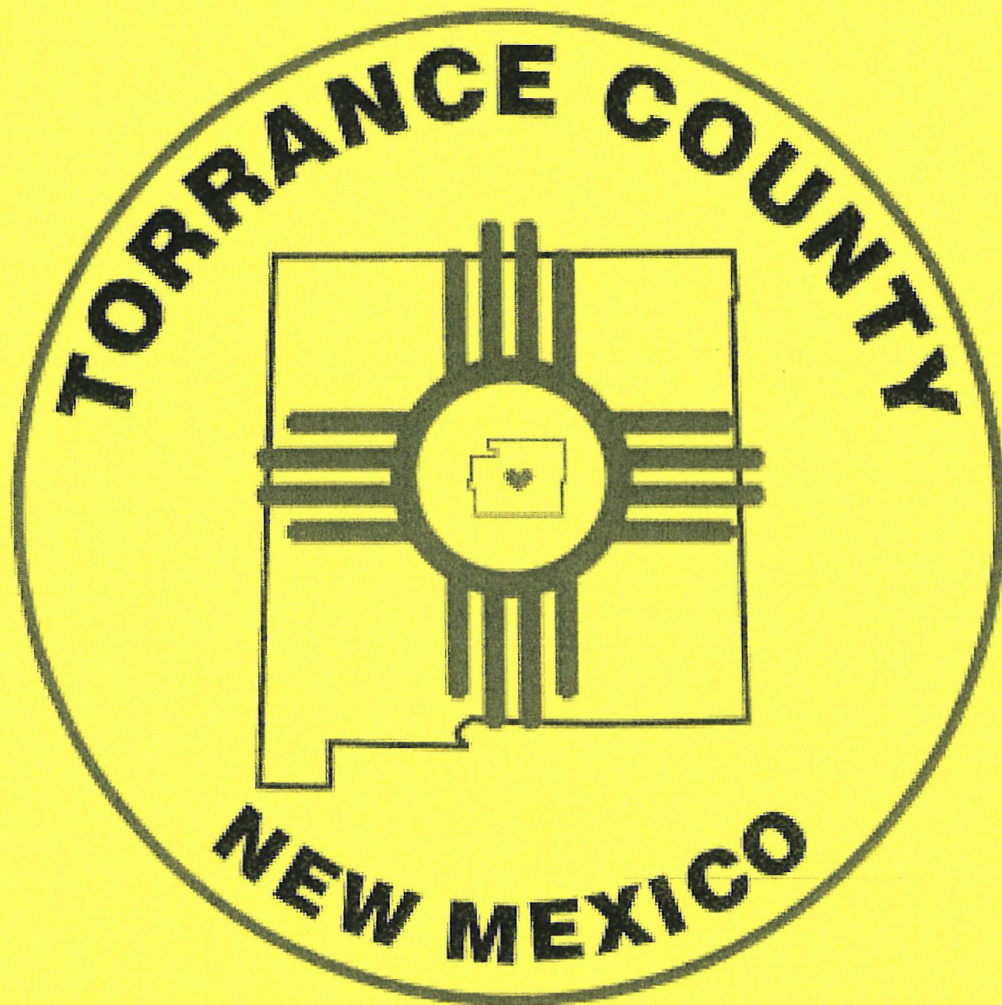
Signed By:

Ryan Schwebach, Chair,
Torrance County Board
of Commission

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. 8-B

DRAFT

Torrance County Board of Commissioners

Regular Commission Meeting

October 12, 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,
 INTERIM FINANCE DIRECTOR
 MICHAEL GARCIA – COUNTY ATTORNEY
 VALERIE SMITH – ADMINISTRATIVE ASSISTANT

1. CALL MEETING TO ORDER

Chairman Schwebach: Called meeting to order at 9:02 A.M.

2. INVOCATION & PLEDGE

PLEDGE:

Chairman Schwebach: Led the Pledge of Allegiance.

INVOCATION:

Commissioner Candelaria: Led the invocation.

3. CHANGES TO THE AGENDA:

Madam County Manager Barela: Proposed to defer item 13-A, discussion.

Chairman Schwebach: Approved proposed changes to the agenda and suggested that they explain why the deferment will happen.



4. PROCLAMATIONS

A. DWI PREVENTION PROGRAM:
NONE

5. CERTIFICATES AND AWARDS

A. ANIMAL SERVICES: Recognition of Employee Service Pin:
Danette Langdon.

Cindy Sullivan, Animal Services Director: Recognized Danette Langdon for her 15 years of service to Torrance County and spoke about her character and dedication to her job.

Madam County Manager Barela: Thanked Danette Landon for her service and spoke about her character and dedication to her job.

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.

Torrance County Fire Chief Don Dirks: Updated the Commission on the ambulance service billing. To date they have received \$33,638.42 for July through September. They are back-billing March 1st thru June. The issue is that the ambulance is not registered, so the insurance will not pay those bills yet. He believes that will triple the amount, close to \$100,000. On Monday, the State Fire Marshal is coming down to do pre-ISO checks. He will present the results to the Commission when they have been sent in. The well drilling has been finished. Chief Dirks thanked the Commission and everyone else that helped with the water situation.

Chief Deputy Clerk Sylvia Chavez: Gave an update on Early Voting. Usually, the Alternate Early Voting site opens two weeks after the County Administrative Building location, but this year they opened on the same day, which was on October 11, 2022. There were many requests from voters to open early at the alternate site. The Early Voting Office had 44 voters

at the Administrative Building and 33 voters at the Alternative Early Voting site. They had 215 absentee ballots ready to process, and they got through 176 their first day. There were 2 UOCAVA (overseas) voters.

Chief Deputy Clerk Chavez was very pleased with the number of voters that showed up to vote.

At 9:00 on Tuesday the 18th and Wednesday the 19th of October, the remaining 14 voting machines will be certified.

Commissioner McCall: Asked Chief Deputy Clerk Chavez if she needs anything from the Commission.

Chief Deputy Clerk Chavez: She foresees needing help in the office, but her biggest hurdle to date was getting through the previous day when voting opened, and that went smoothly. She gave her appreciation to the Commission and assured them that the election will be run to the best of her ability.

Madam County Manager Barela: Introduced Rob Wagner.

Rob Wagner, TC Resident: Believes that the certification process is flawed and needs reform. He believes an untrained eye would not see tampering in a memory card.

Deputy County Manager Torres: No one on Zoom that wishes to speak.

8. APPROVAL OF MINUTES

A. County Regular Commission Meeting Minutes.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve the September 28, 2022, Torrance County Regular Commission Meeting Minutes.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

Commissioner Candelaria: Yes; **Chairman Schwebach:** Yes; **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. COMMISSION: Motion to approve Resolution 2022-51, formally censuring the Torrance County Clerk, Yvonne Otero, for workplace misconduct, mistreatment of subordinates, and for neglect or malfeasance regarding certification of voting machines.

Chairman Schwebach: Introduced the item for discussion, the formal censuring of Torrance County Clerk Yvonne Otero.

Madam County Manager Barela: Explained that the item was in response to the Special Admin Meeting held on Monday, October 3, 2022, discussion the course of action that may be taken to discipline the Torrance County Clerk, Yvonne Otero, for workplace misconduct, mistreatment of subordinates, and for neglect or malfeasance regarding certification of voting machines. Madam County Manager read the resolution to be passed into record.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-51, formally censuring the Torrance County Clerk, Yvonne Otero, for workplace misconduct, mistreatment of subordinates, and for neglect or malfeasance regarding certification of voting machines.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

B. ROAD: Motion to approve Resolution 2022-52, Transportation Fund Agreement for the completion of Ewing Road Paving Project.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-52, Transportation Fund Agreement for the completion of Ewing Road Paving Project.

Commissioner Candelaria: Seconded the motion.

Chairman Schwebach: Opened the floor for discussion.

Cheryl Allen, Torrance County Grants Manager: Received an agreement from the State of New Mexico Department of Transportation for the Ewing Road paving project. The State DOT will pay 95% of the cost of the project, which comes to a total of \$1,274,367.23. The DOT will pay a total of \$1,210,648.86 and the County will be responsible for the other 5% at \$63,718.36. If the cost exceeds to estimated total, Torrance County will be responsible for the remaining balance.

Commissioner McCall: Asked what the chances of going over are, for any more details on the project and how far it will go.

Leonard Lujan, Torrance County Road Department: Ewing Road is 4.5 miles long, and they will be paving from Highway 542 to Highway 55. He does not see the Road Department going over budget. He explained where Ewing Road is. He explained that they are going to go over the top of the road like they did on Riley Road. There are 2 culverts that need to come out, but that will be done before the project officially begins. The project will begin once the funds are available.

Roll Call Vote:

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

MOTION PASSES.

C. ROAD: Motion to approve Resolution 2022-53, Transportation Fund Agreement for the completion of Ewing Road Paving Project.

ACTION TAKEN:

Chairman Schwebach: Made a motion to approve Resolution 2022-52, Transportation Fund Agreement for the completion of Ewing Road Paving Project.

Commissioner McCall: Seconded the motion.

Cheryl Allen, Torrance County Grants Manager: Went over the cost, which is \$767,987.75. The State of New Mexico Department of Transportation will cover 95%, and Torrance County will cover 5%. If the total cost goes over the estimated cost, the County will cover the remainder.

Commissioner McCall: Asked if this was NMDOT money.

Leonard Lujan, Director of Roads Department: Yes. This will pave all of Martinez Rd.

Roll Call Vote:

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

MOTION PASSES.

12. APPROVALS

A. MANAGER: Approval to pay outstanding invoice from June 2022 which was sent from vendor on 9/21/22.

Chairman Schwebach: Read the item and opened the floor for discussion.

Deputy County Manager Torres: Spoke about the item being an outstanding invoice that needs to be paid from EVEDA. Torrance County has the contract with EVEDA. They didn't get the contract in before the end of the previous fiscal year, and since it is for a prior year, it needs to come before the Commission. It is part of the contract between Torrance County and EVEDA to pay the yearly fee.

(Unsure who asked): When does the contract need to be renewed?

Madam County Manager Barela: It is the first year in a two-year contract.

Commissioner McCall: Believes the contract is from 2021-2023.

Madam County Manager Barela: Said that she would be willing to re-read the contract to determine when the renewal is.

Chairman Schwebach: Made a motion to pay outstanding invoice from June 2022 which was sent from vendor on 9/21/22.

Commissioner Candelaria: Seconded the motion.

Roll Call Vote:

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

MOTION PASSES.

13. DISCUSSION

A. MANAGER: Presentation on results of the Informal Audit of the Torrance County Primary Election 2022

Chairman Schwebach: Explained that Madam County Manager Barela does not feel her results are complete and compiled in a succinct order ready for presentation. He asked if she would like to expand on this topic.

Madam County Manager Barela: She said that she would like to gather additional data due to the discrepancies that she has discovered and would like to present the data in a complete and timely manner. She also wants to speak with additional experts and review the data with them. She recounted all of the original ballots to assure that the numbers from the hand-tallies aligned. There was an additional 30+ ballots.

Chairman Schwebach: Suggested the A Special Meeting for Thursday, October 20th at 9 AM.

B. MANAGER'S REPORT:

Madam County Manager Barela:

The County is still looking to hire a Finance Director, and the post can be found on the Torrance County website (torrancecountynm.org), as well as other wonderful positions available.

C. COMMISSIONERS' REPORTS



1) Commissioner McCall, District 1: The Commissioner decided to speak about the County Clerk and asked Attorney Mike Garcia if there was any response from the DA/AG's office regarding the letter to be sent to them.

Attorney Mike Garcia: Said that he hadn't finished the draft of the letter but should be done in the next day or so.

Commissioner McCall: Said that he would like to look at other options. He is unsure what the DA and AG may do, and they need another plan if that falls thru.

Chairman Schwebach: Agrees with Commissioner McCall's assessment.

2) Chairman Schwebach, District 2: Thanked the Road Department for their great job on the areas of the roads that they have re-paved and fixed, the roads are holding up in the rain.

3) Chairman Candelaria, District 3: Thanked the Road Department for the great work on the roads and that they are holding up great in the rain.

When considering the County Clerk, remember that everyone in this county is entitled to due process.

14. EXECUTIVE SESSION

NONE

15. Announcement of the next Board of County Commissioners Meeting:
WEDNESDAY, OCTOBER 26, 2022, at 9:00 AM.

Special Board of County Commissioners Meeting:
THURSDAY OCTOBER 20TH, 2022 at 9:00 AM.

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

ACTION TAKEN:

Chairman Schwebach: Made a motion to adjourn this Regular Commission Meeting.

Commissioner McCall: Seconded the motion.

Roll Call Vote:

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



MOTION PASSES.

MEETING ADJOURNED AT APPROXIMATELY 09:45 AM

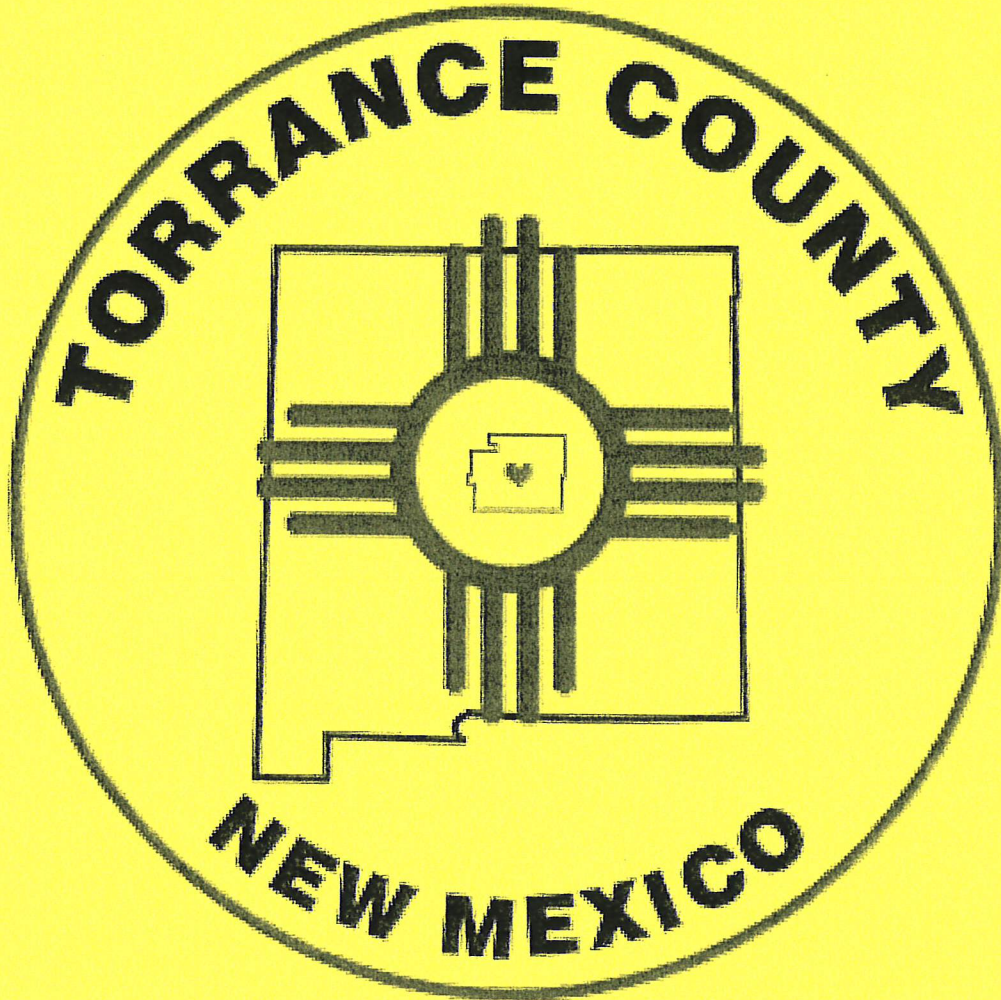
Signed By:

**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

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 \$426,898.77 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 10/20/2022. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNT HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

Kevin McCall

LeRoy M. Candelaria

Ryan Schwebach

Yvonne Otero

ATTEST BY

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

Tracy L. Sedillo



Torrance County, NM

Check Report

By Vendor Name

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01111	Acosta, Hilda	10/13/2022	Regular	0.00	250.00	122510
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
oct reimb 2022	Invoice	10/13/2022	rental reimbursement for fair grounds	0.00	250.00	
	Account Number		Item Description	Distribution Amount		
	401-000-1773		BUILDING LEASE/RENTAL rental reimbursement for fair gr	250.00		
419	AFLAC	10/13/2022	Regular	0.00	1,386.69	122445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000349	Invoice	10/13/2022	Aflac	0.00	1,078.26	
	Account Number		Item Description	Distribution Amount		
	401-000-9001		Payroll Liabilities Aflac	1,078.26		
INV0000350	Invoice	10/13/2022	Aflac	0.00	308.43	
	Account Number		Item Description	Distribution Amount		
	401-000-9001		Payroll Liabilities Aflac	308.43		
5272	ALLEN, CHERYL	10/13/2022	Regular	0.00	153.67	122446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
FEMA	Invoice	10/13/2022	FEMA PROCUREMENT TRAINING	0.00	153.67	
	Account Number		Item Description	Distribution Amount		
	620-094-2266		EMPLOYEE TRAINING FEMA PROCUREMENT TRAININ	153.67		
5450	AMAZON BUSINESS	10/13/2022	Regular	0.00	197.96	122447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000336	Invoice	10/06/2022	Locks For Equipment and Gates	0.00	197.96	
	Account Number		Item Description	Distribution Amount		
	401-005-2219		SUPPLIES - GENERAL OFFI Locks For Equipment and Gates	197.96		
5450	AMAZON BUSINESS	10/18/2022	Regular	0.00	-199.00	122448
5450	AMAZON BUSINESS	10/13/2022	Regular	0.00	199.00	122448
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
38259	Invoice	09/21/2022	BEETRO 16.5 TELESCOPING LADDER	0.00	199.00	
	Account Number		Item Description	Distribution Amount		
	401-065-2218		MAINTENANCE & REPAIR BEETRO 16.5 TELESCOPING LA	199.00		
5408	BANK OF AMERICA	10/13/2022	Regular	0.00	541.94	122449
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3272503	Invoice	10/10/2022	Hotel for Conference	0.00	341.94	
	Account Number		Item Description	Distribution Amount		
	604-083-2205		TRAVEL - EMPLOYEES Hotel for Conference	341.94		
4762402329	Invoice	10/10/2022	Registration for 2022 NMEMA Conference	0.00	200.00	
	Account Number		Item Description	Distribution Amount		
	604-083-2266		EMPLOYEE TRAINING Registration for 2022 NMEMA C	200.00		
4117	BI INC	10/13/2022	Regular	0.00	573.66	122450
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1316415	Invoice	10/13/2022	GPS DEFENDANTS (3) JULY BILLING	0.00	573.66	
	Account Number		Item Description	Distribution Amount		
	420-073-2218		MAINTENANCE & REPAIR GPS DEFENDANTS (3) JULY BILLI	545.69		
	420-073-2218		MAINTENANCE & REPAIR TAX	27.97		

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5604	BRAYCON COMPANIES, LLC	10/13/2022	Regular	0.00	4,641.24	122451
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9	Invoice	10/11/2022	JJC Lyndsi Donner	0.00	4,641.24	
	635-009-2272		CONTRACT - PROFESSION		351.24	
	635-067-2272		CONTRACT - PROFESSION		4,290.00	
3357	CENTRAL NEW MEXICO PUMPING	10/13/2022	Regular	0.00	340.79	122452
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000334	Invoice	10/06/2022	Toilets for 5k	0.00	340.79	
	605-013-2271		CONTRACT - OTHER SERV		125.00	
	605-013-2271		CONTRACT - OTHER SERV		215.79	
4270	COLONIAL LIFE	10/13/2022	Regular	0.00	77.69	122453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000351	Invoice	10/13/2022	Colonial	0.00	77.69	
	401-000-9001		Payroll Liabilities		77.69	
418	COLUMBUS BANK AND TRUST	10/13/2022	EFT	0.00	1,109.05	10
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000355	Invoice	10/13/2022	Flex Plan	0.00	1,109.05	
	401-000-9001		Payroll Liabilities		1,109.05	
1232	CORECIVIC INC.	10/17/2022	EFT	0.00	203,067.60	12
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
TCDF082022H	Invoice	10/17/2022	MANDAY MALE-FEMALE 09.01.22	0.00	203,067.60	
	825-070-2172		CARE OF INMATES		203,067.60	
4834	DELTA DENTAL OF NEW MEXICO INC	10/13/2022	Regular	0.00	2,468.44	122454
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000352	Invoice	10/13/2022	Dental Insurance	0.00	1,387.17	
	401-000-9001		Payroll Liabilities		1,387.17	
INV0000353	Invoice	10/13/2022	Dental Insurance	0.00	1,081.27	
	401-000-9001		Payroll Liabilities		1,081.27	
2585	EAST MOUNTAIN AUTO GLASS	10/13/2022	Regular	0.00	235.00	122455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000376	Invoice	10/12/2022	Windshield for RD15 2000 Chevy Truck G7	0.00	235.00	
	402-060-2201		MAINTENANCE & REPAIR		235.00	
5548	ESTRADA, CHRISTINA	10/13/2022	Regular	0.00	-190.00	122444
5548	ESTRADA, CHRISTINA	10/13/2022	Regular	0.00	95.00	122456
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
C ESTRADA 9.22	Invoice	09/14/2022	P AND Z BOARD MEETING 9.7.22	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
2555	EWSWA	10/13/2022	Regular	0.00	15,407.03	122457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3936	Invoice	10/06/2022	Tipping Fees	0.00	15,407.03	
	419-005-2292		EWSWA TIPPING FEES		15,407.03	

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01095	Ferro Concepts USA, Inc	10/13/2022	Regular	0.00	891.60	122458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SI-213360	Invoice	10/11/2022	Rifle Sling	0.00	891.60	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		891.60	
5019	GLOBE LIFE & ACCIDENT INSURANCE	10/13/2022	Regular	0.00	185.00	122459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000356	Invoice	10/13/2022	Globe Life Insurance	0.00	185.00	
	401-000-9001		Payroll Liabilities		185.00	
3456	GUSTIN HARDWARE INC.	10/13/2022	Regular	0.00	892.82	122460
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000329	Invoice	10/06/2022	Supplies, towels,screws,belts,fluids, wash	0.00	892.82	
	402-060-2250		SUPPLIES - SHOP		892.82	
214	HART'S TRUSTWORTHY HARDWARE	10/13/2022	Regular	0.00	-104.28	122408
1656	INTERNAL REVENUE SERVICE	10/17/2022	Regular	0.00	-160.64	122361
1656	INTERNAL REVENUE SERVICE	10/13/2022	Bank Draft	0.00	37,706.00	DFT0000153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000375	Invoice	10/13/2022	Federal Tax	0.00	37,706.00	
	401-000-9001		Payroll Liabilities		5,993.48	
	401-000-9001		Payroll Liabilities		19,845.60	
	401-000-9001		Payroll Liabilities		11,866.92	
1656	INTERNAL REVENUE SERVICE	10/13/2022	Bank Draft	0.00	50.72	DFT0000154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000377	Invoice	10/13/2022	Federal Tax	0.00	50.72	
	401-000-9001		Payroll Liabilities		9.62	
	401-000-9001		Payroll Liabilities		41.10	
4339	LIBERTY NATIONAL LIFE INSURANCE	10/13/2022	Regular	0.00	598.32	122461
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000358	Invoice	10/13/2022	Liberty Life Insurance	0.00	388.59	
	401-000-9001		Payroll Liabilities		388.59	
INV0000359	Invoice	10/13/2022	Liberty Life Insurance	0.00	209.73	
	401-000-9001		Payroll Liabilities		209.73	
4898	MENDEZ, CHRISTINA	10/13/2022	Regular	0.00	18.47	122462
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
09202022	Invoice	10/05/2022	Reimburse for Oil Purchase	0.00	18.47	
	418-091-2201		MAINTENANCE & REPAIR		18.47	
1139	MOUNTAINAIR, TOWN OF	10/13/2022	Regular	0.00	34.83	122463
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22.1716	Invoice	10/12/2022	Utilities - Natural Gas/Propane	0.00	34.83	
	401-027-2209		UTILITIES - NATURAL GAS		34.83	

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01088	New Mexico Legal Aid, Inc.	10/13/2022	Regular	0.00	6,500.00	122464
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INVO000345	Invoice	10/11/2022	Payment on Court Ordered Writ	0.00	6,500.00	
	634-050-2270		REFUNDS		6,500.00	
4987	NEW YORK LIFE	10/13/2022	Regular	0.00	107.00	122465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INVO000360	Invoice	10/13/2022	New York Life Insurance	0.00	107.00	
	401-000-9001		Payroll Liabilities		107.00	
4464	NM APPARATUS LLC	10/13/2022	Regular	0.00	5,460.08	122466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1834	Invoice	10/11/2022	NM Apparatus for District 5 Brush 5-2	0.00	626.89	
	405-091-2201		MAINTENANCE & REPAIR		47.25	
	405-091-2201		MAINTENANCE & REPAIR		39.64	
	405-091-2201		MAINTENANCE & REPAIR		540.00	
38206	Invoice	10/13/2022	RESCUE 1-2	0.00	4,582.33	
	413-091-2201		MAINTENANCE & REPAIR		1,485.00	
	413-091-2201		MAINTENANCE & REPAIR		2,997.09	
	413-091-2201		MAINTENANCE & REPAIR		100.24	
38352	Invoice	10/13/2022	RESCUE 1-3	0.00	250.86	
	413-091-2201		MAINTENANCE & REPAIR		97.30	
	413-091-2201		MAINTENANCE & REPAIR		9.45	
	413-091-2201		MAINTENANCE & REPAIR		135.00	
	413-091-2201		MAINTENANCE & REPAIR		9.11	
25	NM COUNTY INSURANCE AUTHORITY	10/13/2022	Regular	0.00	1,593.34	122467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
007723	Invoice	10/13/2022	INSURANCE CLAIM #007723 GENERAL LIA	0.00	1,593.34	
	401-005-2212		OTHER INSURANCE PREM		1,593.34	
VEN01102	NM Local Government Law, LLC	10/13/2022	Regular	0.00	17,891.21	122468
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INVO000342	Invoice	10/11/2022	Legal Services	0.00	6,032.91	
	401-010-2272		CONTRACT - PROFESSION		6,032.91	
INVO000343	Invoice	10/11/2022	Legal Services	0.00	6,279.67	
	401-010-2272		CONTRACT - PROFESSION		6,279.67	
INVO000344	Invoice	10/11/2022	Legal Services	0.00	5,578.63	
	401-010-2272		CONTRACT - PROFESSION		5,578.63	
1096	NM RETIREE HEALTH-CARE AUTHORI	10/13/2022	Regular	0.00	5,654.82	122469
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INVO000324	Invoice	10/06/2022	Retiree Health Care	0.00	4.80	
	401-000-9001		Payroll Liabilities		4.80	
INVO000364	Invoice	10/13/2022	Retiree Health Care	0.00	5,650.02	
	401-000-9001		Payroll Liabilities		5,650.02	
448	NM TAXATION & REVENUE	10/17/2022	Regular	0.00	-13.04	122367

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
448	NM TAXATION & REVENUE	10/13/2022	Bank Draft	0.00	6,252.90	DFT0000152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000374	Invoice	10/13/2022	State Tax	0.00	6,252.90	
	401-000-9001		Payroll Liabilities		6,252.90	
4312	NM WASTE SERVICE INC	10/13/2022	Regular	0.00	365.00	122470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
38189	Invoice	10/13/2022	FAIR BOARD FINAL DUMP	0.00	365.00	
	412-053-2210		UTILITIES - WATER		350.00	
	412-053-2210		UTILITIES - WATER		15.00	
5307	NUBE GROUP	10/13/2022	Regular	0.00	10.45	122471
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
IN58126	Invoice	10/12/2022	Copy overage charges	0.00	10.45	
	401-055-2203		MAINTENANCE & REPAIR		10.45	
5603	PFEIFER VETERINARY SERVICES, LLC	10/13/2022	Regular	0.00	215.00	122472
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2020657	Invoice	10/11/2022	Sterilizations of cats and dogs	0.00	215.00	
	431-082-2272		CONTRACT - PROFESSION		215.00	
1711	POSITIVE PROMOTIONS	10/13/2022	Regular	0.00	1,000.05	122473
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07024564	Invoice	10/06/2022	Safety Incentive PO # 38315	0.00	1,000.05	
	600-006-2248		SUPPLIES - SAFETY		1,000.05	
2021	PRE-PAID LEGAL SERVICES, INC	10/13/2022	Regular	0.00	93.19	122474
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000357	Invoice	10/13/2022	Legal Shield	0.00	93.19	
	401-000-9001		Payroll Liabilities		93.19	
4832	PRESBYTERIAN HEALTH PLAN	10/13/2022	Regular	0.00	41,426.19	122475
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000361	Invoice	10/13/2022	Presbyterian Health Insurance	0.00	23,352.17	
	401-000-9001		Payroll Liabilities		23,352.17	
INV0000362	Invoice	10/13/2022	Presbyterian Health Insurance	0.00	18,074.02	
	401-000-9001		Payroll Liabilities		18,074.02	
3859	PRUDENTIAL OVERALL SUPPLY	10/13/2022	Regular	0.00	255.91	122476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000323	Invoice	10/05/2022	Toilet Paper, Paper Towels, Delivery Fee	0.00	255.91	
	911-080-2220		SUPPLIES - CLEANING		204.92	
	911-080-2220		SUPPLIES - CLEANING		50.99	
233	PUBLIC EMPLOYEES RETIREMENT	10/17/2022	Regular	0.00	-72.75	121949
233	PUBLIC EMPLOYEES RETIREMENT	10/17/2022	Regular	0.00	-45.09	122014

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
233	PUBLIC EMPLOYEES RETIREMENT	10/13/2022	Bank Draft	0.00	47,744.13	DFT0000151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000373	Invoice	10/13/2022	PERA Retirement	0.00	47,744.13	
	401-000-9001		Payroll Liabilities		31,468.59	
	401-000-9001		Payroll Liabilities		16,275.54	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	195.93	122477
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 4425	Invoice	10/12/2022	Monthly Fax Charges	0.00	195.93	
	401-037-2207		TELECOMMUNICATIONS		195.93	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	116.97	122478
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 2550	Invoice	10/12/2022	Monthly Fax Charges	0.00	116.97	
	401-096-2207		TELECOMMUNICATIONS		116.97	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	38.02	122479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 1277	Invoice	10/12/2022	Monthly Fax Charges	0.00	38.02	
	401-096-2207		TELECOMMUNICATIONS		38.02	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	126.40	122480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 3237	Invoice	10/12/2022	Monthly Fax Charges	0.00	126.40	
	401-016-2207		TELECOMMUNICATIONS		126.40	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	63.76	122481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 2885	Invoice	10/12/2022	Monthly Fax Charges	0.00	63.76	
	401-027-2207		TELECOMMUNICATIONS		63.76	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	245.31	122482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 4068	Invoice	10/12/2022	Monthly Fax Charges	0.00	245.31	
	405-091-2207		TELECOMMUNICATIONS		245.31	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	66.70	122483
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 5104	Invoice	10/12/2022	Monthly Fax Charges	0.00	66.70	
	405-091-2207		TELECOMMUNICATIONS		66.70	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	272.18	122484
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 5294	Invoice	10/12/2022	Monthly Fax Charges	0.00	272.18	
	401-096-2207		TELECOMMUNICATIONS		272.18	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	548.88	122485
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10.22 1022	Invoice	10/12/2022	Monthly Fax Charges	0.00	548.88	
	911-080-2207		TELECOMMUNICATIONS		548.88	

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
107	QWEST CORPORATION	10/13/2022	Regular	0.00	1,018.38	122486
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 0058	Invoice	10/12/2022	Monthly Fax Charges	0.00	1,018.38	
	420-070-2207		TELECOMMUNICATIONS		1,018.38	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	256.60	122487
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 5117	Invoice	10/12/2022	Monthly Fax Charges	0.00	256.60	
	401-096-2207		TELECOMMUNICATIONS		256.60	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	275.76	122488
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 5010	Invoice	10/12/2022	Monthly Fax Charges	0.00	275.76	
	401-036-2207		TELECOMMUNICATIONS		275.76	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	67.20	122489
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 4381	Invoice	10/12/2022	Monthly Fax Charges	0.00	67.20	
	401-096-2207		TELECOMMUNICATIONS		67.20	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	124.16	122490
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 3165	Invoice	10/12/2022	Monthly Fax Charges	0.00	124.16	
	401-096-2207		TELECOMMUNICATIONS		124.16	
107	QWEST CORPORATION	10/13/2022	Regular	0.00	67.20	122491
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
10.22 4362	Invoice	10/12/2022	Monthly Fax Charges	0.00	67.20	
	401-096-2207		TELECOMMUNICATIONS		67.20	
4843	RELIANCE STANDARD DISABILITY	10/13/2022	Regular	0.00	726.39	122492
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
INV0000354	Invoice	10/13/2022	Disability Insurance	0.00	726.39	
	401-000-9001		Payroll Liabilities		726.39	
4835	RELIANCE STANDARD LIFE INSURANCE	10/13/2022	Regular	0.00	1,139.46	122493
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
INV0000363	Invoice	10/13/2022	Reliance Life Insurance	0.00	609.50	
	401-000-9001		Payroll Liabilities		609.50	
INV0000366	Invoice	10/13/2022	Reliance Supplemental Life	0.00	497.12	
	401-000-9001		Payroll Liabilities		497.12	
INV0000367	Invoice	10/13/2022	Reliance Supplemental Life	0.00	32.84	
	401-000-9001		Payroll Liabilities		32.84	
4844	RELIANCE STANDARD VISION	10/13/2022	Regular	0.00	617.59	122494
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
INV0000369	Invoice	10/13/2022	Reliance Vision	0.00	358.88	
	401-000-9001		Payroll Liabilities		358.88	
INV0000370	Invoice	10/13/2022	Reliance Vision	0.00	258.71	
	401-000-9001		Payroll Liabilities		258.71	

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7	SAM'S CLUB DIRECT	10/13/2022	Regular	0.00	494.06	122495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2022.10.04 SC re	Invoice	10/04/2022	Cleaning supplies and paper products	0.00	494.06	
	Account Number		Account Name		Item Description	Distribution Amount
	401-082-2220		SUPPLIES - CLEANING		Bleach, dawn, floor cleaner, wip	244.46
	401-082-2223		SUPPLIES - KENNEL		Airwicks, laundry soap	179.76
	401-082-2229		SUPPLIES - PAPER		Toilet paper and paper towels	69.84
5426	SENERGY PETROLEUM, LLC	10/13/2022	Regular	0.00	3,015.75	122496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000338	Invoice	10/06/2022	Fuel For Road Department Fleet	0.00	3,015.75	
	Account Number		Account Name		Item Description	Distribution Amount
	402-060-2202		SUPPLIES - VEHICLE FUEL		Fuel For Road Department Fleet	3,015.75
2562	SIRCHIE FINGERPRINT LABORATORIES	10/13/2022	Regular	0.00	1,164.92	122497
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0562232-IN	Invoice	10/11/2022	Evidence Needs	0.00	164.92	
	Account Number		Account Name		Item Description	Distribution Amount
	410-050-2222		SUPPLIES - FIELD SUPPLIE		Envelopes	164.92
0562546-IN	Invoice	10/03/2022	10 Prnt Scanner	0.00	1,000.00	
	Account Number		Account Name		Item Description	Distribution Amount
	810-000-1061		JAG GRANT		10 Prnt Scanner	1,000.00
5335	SOUTHERN TIRE MART	10/13/2022	Regular	0.00	522.96	122498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000330	Invoice	10/06/2022	Tires for 2000 chevy G77595 Vin 49158	0.00	522.96	
	Account Number		Account Name		Item Description	Distribution Amount
	402-060-2232		SUPPLIES-TIRES		Tires for 2000 chevy G77595 Vin	522.96
3978	STAPLES BUSINESS ADVANTAGE	10/13/2022	Regular	0.00	72.10	122499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
38302	Invoice	10/13/2022	FOLDERS PARCHMENT PAPER TAPE KLEEN	0.00	72.10	
	Account Number		Account Name		Item Description	Distribution Amount
	401-014-2219		SUPPLIES - GENERAL OFFI		FOLDERS PARCHMENT PAPER TA	72.10
5189	SUNRISE BANK	10/13/2022	EFT	0.00	1,138.89	11
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000365	Invoice	10/13/2022	Sunrise Loan	0.00	1,138.89	
	Account Number		Account Name		Item Description	Distribution Amount
	401-000-9001		Payroll Liabilities		Sunrise Loan	1,138.89
1335	TORRANCE COUNTY	10/13/2022	Regular	0.00	72.98	122500
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000368	Invoice	10/13/2022	Torrance County Property Tax	0.00	72.98	
	Account Number		Account Name		Item Description	Distribution Amount
	401-000-9001		Payroll Liabilities		Torrance County Property Tax	72.98
5193	UNIVERSAL BACKGROUND SCREENING	10/13/2022	Regular	0.00	407.74	122501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
202209013415	Invoice	10/06/2022	Background Screenings and Drug Tests	0.00	407.74	
	Account Number		Account Name		Item Description	Distribution Amount
	401-014-2271		CONTRACT-OTHER SERVI		Background Screenings and Dru	242.83
	411-092-2271		CONTRACT - OTHER SERV		Background & drug testing	164.91
5042	VECTOR SOLUTIONS	10/13/2022	Regular	0.00	1,402.38	122502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000322	Invoice	10/05/2022	Annual Online Training Subscription & Mai	0.00	1,402.38	
	Account Number		Account Name		Item Description	Distribution Amount
	911-080-2228		SOFTWARE		Annual Online Training Subscripi	395.00
	911-085-2266		EMPLOYEE TRAINING		Annual Online Training Subscripi	1,007.38

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5389	VIA HOMES & DEVELOPMENT LLC	10/13/2022	Regular	0.00	3,332.18	122503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
33	Account Number		Account Name		Distribution Amount	
	Invoice	10/06/2022	JIG JJCC Via Homes Development	0.00	3,080.00	
	635-067-2272		CONTRACT - PROFESSION		3,080.00	
33-2	Invoice	10/06/2022	JIG JJCC Via Homes Development	0.00	252.18	
	635-009-2272		CONTRACT - PROFESSION		252.18	
5380	VOYA HOLDINGS, INC.	10/13/2022	Bank Draft	0.00	1,165.55	DFT0000150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000371	Account Number		Account Name		Distribution Amount	
	Invoice	10/13/2022	Voya	0.00	1,165.55	
	401-000-9001		Payroll Liabilities		1,165.55	
1	WAGNER EQUIPMENT CO.	10/13/2022	Regular	0.00	714.40	122504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000337	Account Number		Account Name		Distribution Amount	
	Invoice	10/06/2022	Repairs Road Department Equipment	0.00	714.40	
	402-060-2244		MAINTENANCE & REPAIR		714.40	
4875	WARE, SIDNEY K	10/13/2022	Regular	0.00	2,138.40	122505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
179-1	Account Number		Account Name		Distribution Amount	
	Invoice	10/12/2022	JIG Boys Council Sid Ware	0.00	2,138.40	
	635-009-2272		CONTRACT - PROFESSION		158.40	
	635-067-2272		CONTRACT - PROFESSION		1,980.00	
2787	WASHINGTON NATIONAL INSURANCE CO	10/13/2022	Regular	0.00	39.98	122506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000372	Account Number		Account Name		Distribution Amount	
	Invoice	10/13/2022	Washington National Life	0.00	39.98	
	401-000-9001		Payroll Liabilities		39.98	
2858	WASTE MANAGEMENT OF NM INC.	10/13/2022	Regular	0.00	286.42	122507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0337468-0573-9	Account Number		Account Name		Distribution Amount	
	Invoice	10/06/2022	FY23- Dumpster charges	0.00	153.15	
	408-091-2210		UTILITIES - WATER		153.15	
0338206-0573-2	Invoice	10/06/2022	FY23- Dumpster charges	0.00	133.27	
	405-091-2210		UTILITIES - WATER		133.27	
5681	Wayne Jones	10/17/2022	Regular	0.00	-192.00	122508
5681	Wayne Jones	10/13/2022	Regular	0.00	192.00	122508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
38227	Account Number		Account Name		Distribution Amount	
	Invoice	08/23/2022	MEALS FOR JUDGES AND SUPERINTENDA	0.00	192.00	
	412-053-2271		CONTRACT - OTHER SERV		192.00	

Check Report

Date Range: 10/07/2022 - 10/20/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
810	WILLARD, VILLAGE OF	10/13/2022	Regular	0.00	56.18	122509
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10.22</u>	Invoice	10/12/2022	Monthly Water Billing	0.00	56.18	
	<u>418-091-2210</u>		UTILITIES - WATER		56.18	
	Account Number	Account Name	Item Description	Discount Amount	Payable Amount	Distribution Amount
			Monthly Water Billing			

Bank Code Main Checking Summary

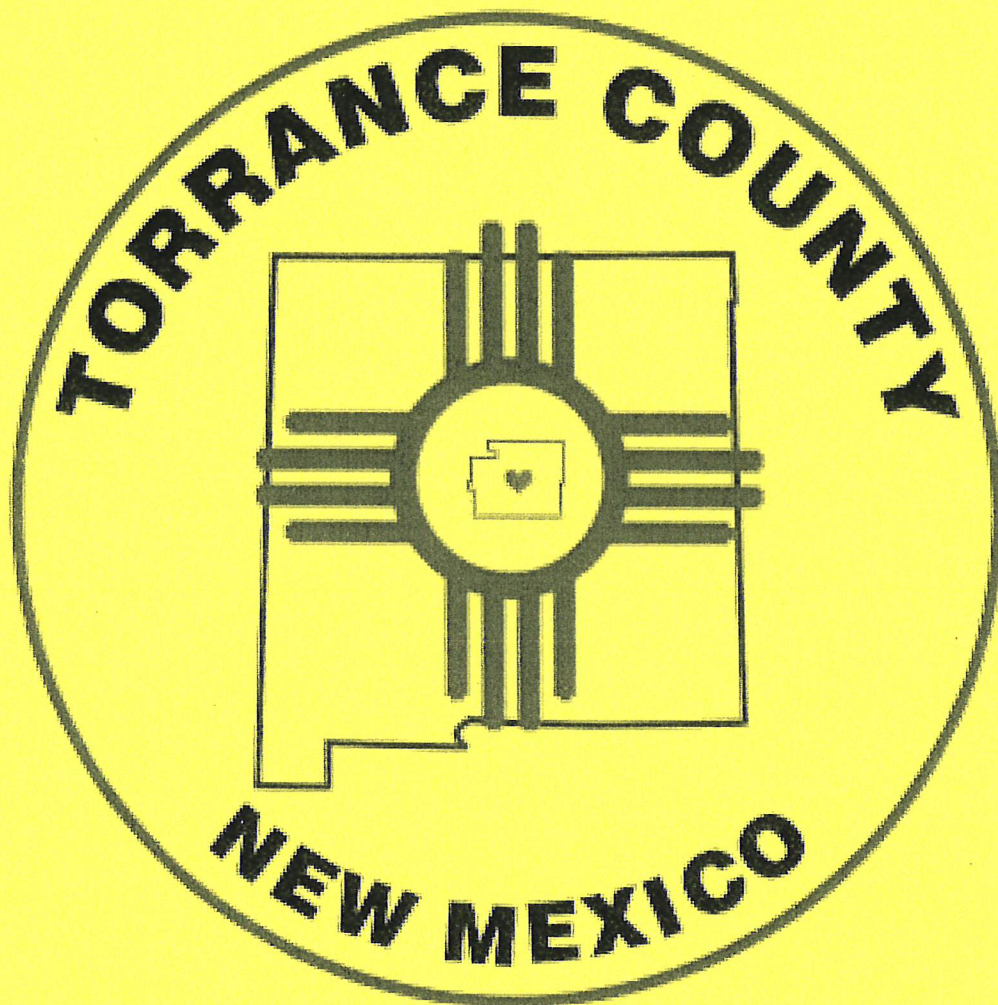
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	66	0.00	129,640.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-976.80
Bank Drafts	5	5	0.00	92,919.30
EFT's	3	3	0.00	205,315.54
	90	82	0.00	426,898.77

All Bank Codes Check Summary

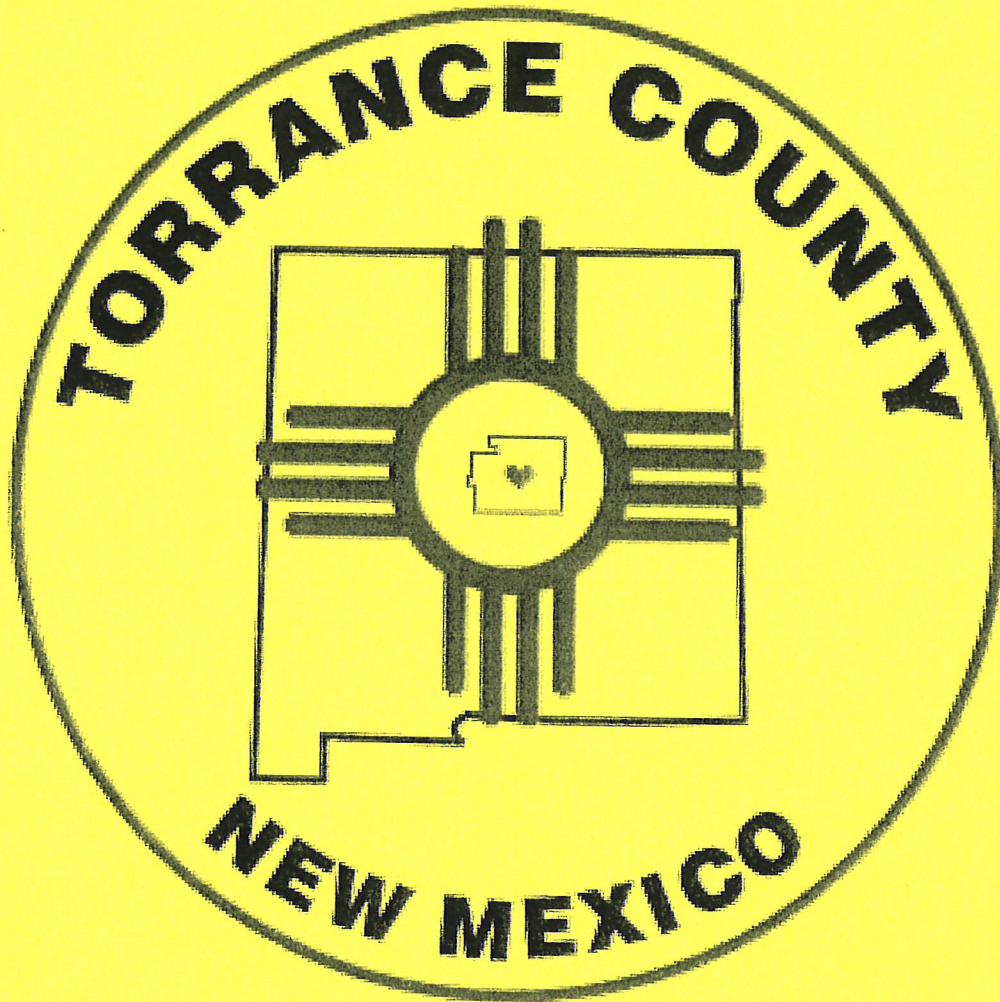
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	82	66	0.00	129,640.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	-976.80
Bank Drafts	5	5	0.00	92,919.30
EFT's	3	3	0.00	205,315.54
	90	82	0.00	426,898.77

Fund Summary

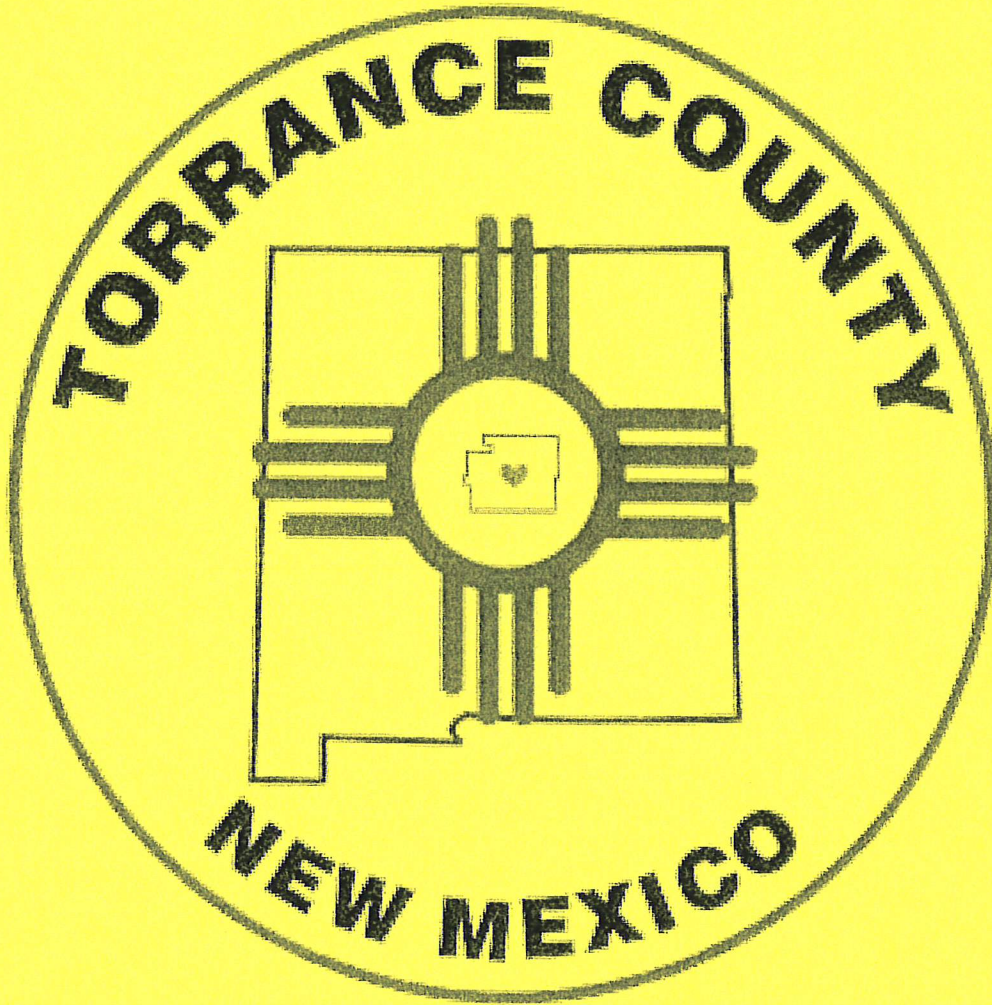
Fund	Name	Period	Amount
999	Pooled Cash	10/2022	426,898.77
			426,898.77



Agenda Item
No. 10



*Agenda Item
No. 11-A*



Agenda Item
No. 12-A

PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EYFVC)
BOYS COUNCIL AND RESTORATIVE JUSTICE SERVICES
IN THE ESTANCIA VALLEY

RFP TC-FY22-02

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and Roger I. Rivera, 25 Tina Road, Edgewood, NM, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

WHEREAS, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," for a continuum of graduated sanctions and alternative detention services to juvenile offenses.

WHEREAS, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

WHEREAS, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

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

IT IS AGREED BETWEEN THE PARTIES:

1. Period of Agreement.

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall automatically renew on July 1 each fiscal year for one (1) additional one-year term, and shall expire on June 30, 2024, unless terminated pursuant to Articles 4 or 8, infra. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed two (2) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multi-source award.

2. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Articles 4 or 8, infra.

3. Limitation of Cost and Compensation

A. The total amount made payable to the Contractor under this Agreement for Boys Council Services, excluding gross receipts tax and expenses, shall not exceed eight thousand, nine hundred ten dollars and zero cents [\$8,910 (\$165.00 per session x 54 sessions) for any fiscal year period and as approved by CYFD in Agreement No. 21-690-

3200-20847. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference. Payments shall only be made as outlined in “**Attachment 2 – Budget.**” This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The total amount made payable to the Contractor under this Agreement for Restorative Justice Services, excluding gross receipts tax and expenses, shall not exceed eight thousand, nine hundred ten dollars and zero cents [\$5,500 (\$165.00 per circle x 10 circles plus \$55 x 70 hours for pre/post circle) for any fiscal year period and as approved by CYFD in Agreement No. 21-690-3200-20847. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference. Payments shall only be made as outlined in “**Attachment 2 – Budget.**” This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.

C. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the “**Statement of Work – Attachment 1.**” The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The Contractor is responsible for all expenses. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted five (5) business days prior to the end of the fiscal year (June 30) and at the termination of the Fiscal Year. Invoices received after such date WILL NOT BE PAID.

D. Contractor must submit a detailed statement of accounting for all services performed incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

4. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and CYFD, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The

Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor shall obtain a DUNS Number and be listed as active in the System for Award Management (SAM) prior to contract award. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Assignment.

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

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

8. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

9. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

10. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

11. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;
- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall

provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

12. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. Merger.

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

14. Penalties for violation of law.

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

15. Equal Opportunity Compliance.

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

16. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation.

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

18. Records and Financial Audit.

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

19. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Authority.

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

24. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

27. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

28. Force Majeure.

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

29. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

30. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

31. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

32. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

33. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY22-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then
6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Termination for Convenience.

The County may at any time terminate the Agreement with 30 days notice if it finds that termination is in the best interests of the County.

39. Notices.

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

To the County: Janice Y. Barela, County Manager; PO Box 48; Estancia, NM 87016.

To the Contractor: Roger I. Rivera; 25 Tina Road; Edgewood, NM 87015.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Roger I. Rivera
Address: 806 Loring Ave., Estancia, NM 87016

By: _____ Date: _____
Torrance County Manager

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

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 26th day of October 2022.

Ryan Schwebach
Chairman, District II

LeRoy Candelaria
Vice Chair, District III

Kevin McCall
Commissioner, District I

Approved as to form:

Michael I. Garcia
Torrance County Attorney

Attest:

Attachment 1 – Statement of Work

Torrance County

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Facilitator, herein after known as “Facilitator” or “Contractor” for the Gender-Specific Boys Council Program, hereinafter referred to as “Program,” and the Restorative Justice Circles, hereinafter referred to as “Circles” administered in the Estancia Valley, New Mexico, that serves youth ages 11-17 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a parent, counselor, social worker, and/or courts to be at such risk or who could benefit from the Program or Circle.

The Program shall utilize the One Circle Foundation Council Model called The Council for Boys and Young Men that is recognized as a “promising practice” and serves to empower at-risk teenage boys by improving their self-esteem and teaching them communication and decision-making skills. The Circle shall utilize the Restorative Justice Model as defined by the International Institute for Restorative Practices. The Contractor takes direction and supervision from Torrance County, herein after known as the “County,” however, the contract will be executed, modified or terminated, with the approval of the Board.

“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.

ESSENTIAL FUNCTIONS

Duties and Responsibilities of the Boys Council Facilitator

1. Fulfills all goals, objectives, and activities of the Gender-Specific Boys Council Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EYVFC) Continuum Coordinator, herein after known as the “Continuum Coordinator,” to ensure all quality standards and goals are met. Shall provide updates to the EYVFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.

5. Print and file each participant's monthly log by the 5th day of the following month.
6. Conduct One Circle Foundation approved entry and exit surveys (The Council Survey) for each participant.
7. Complete a Youth and Staff Survey for each youth and submit to be recorded into an approved CYFD platform upon completion of each program and maintain a hardcopy on file for audit purposes.
8. Conduct retention calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the progress of their participating child.
9. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
10. Upon successful completion of the Program, issue a certificate to each participant and obtain an evaluation form from each participant.
11. Inclusion and reference the CYFD and EVYFC logo in any correspondence and media communications.
12. At minimum, collect the following demographics, core measures, and performance measurements for each participant:

DEMOGRAPHICS

- A. Name, Date of Birth
- B. Address, City, State and Zip Code;
- C. Race/Ethnicity;
- D. Population Served;
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- E. Youth Currently in Detention;
- F. Gender
 1. Male;
 2. Female; or
 3. Transgender.
- G. Month and Year of Birth;
- H. Geographic Location;
 1. Urban;
 2. Tribal;
 3. Rural; or

- 4. Frontier.
- I. Other Population Information;
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; and
 - 4. Pregnant.
- J. Referral Source;
- K. Days/Times Program is Held;
- L. Program Attendance; and
- M. Program Participation.

CORE MEASURES

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of current program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR BOYS COUNCIL

Program Specific as measured by The Council Survey

- 1. Engaging in school;
- 2. Avoiding tobacco, alcohol, and drugs;
- 3. Caring and cooperating vs. aggression;
- 4. Respecting other's boundaries;
- 5. Respecting differences and having pride in one's ethnicity; and
- 6. Creating healthy masculine identities.

Local Site-Specific

- 1. Thirty percent (30%) of youth report higher school attachment or engagement;
- 2. Thirty percent (30%) of youth report avoiding self-harm;
- 3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;

4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

Duties and Responsibilities of the Restorative Justice Facilitator

1. Fulfills all goals, objectives, and activities of the Restorative Justice Circles as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EYVFC) Continuum Coordinator, herein after known as the "Continuum Coordinator," to ensure all quality standards and goals are met. Shall provide updates to the EYVFC at a regularly scheduled board meeting or upon proper written notice.
2. Conduct pre/post process with youth including initial screening and/or assessment.
3. Hold the offender accountable for his/her activities, and provide the victim with the opportunity to have a voice in the process during each Circle.
4. Discuss the event and best determine how to best repair the harm done by the offense during each Circle.
5. Following each Circle, create a Restorative Agreement listing the tasks the offender has agreed to complete in order to restore their relationship with the community. Assign the youth a Resource Specialist to assist them in completing the Restorative Agreement.
6. Submit the Data Collection Form and a summary report, including performance outcomes, upon completion of the Circle.
7. Complete a CYFD Survey for each youth and submit to be recorded into an approved CYFD platform upon completion of each Circle and maintain a hardcopy on file for audit purposes.
8. Conduct retention calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the progress of their participating child.
9. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
10. Inclusion and reference the CYFD and EYVFC logo in any correspondence and media communications.
11. At minimum, collect the following demographics and performance measurements for each participant:

DEMOGRAPHICS

- A. Name, Date of Birth
- B. Address, City, State and Zip Code;
- C. Race/Ethnicity;

- D. Population Served;
 - 1. At-Risk Youth;
 - 2. First Time Offender;
 - 3. Repeat Offender;
 - 4. Sex Offender;
 - 5. Status Offender; and
 - 6. Violent Offender.
- E. Youth Currently in Detention;
- F. Gender
 - 1. Male;
 - 2. Female; or
 - 3. Transgender.
- G. Month and Year of Birth;
- H. Geographic Location;
 - 1. Urban;
 - 2. Tribal;
 - 3. Rural; or
 - 4. Frontier.
- I. Other Population Information;
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; and
 - 4. Pregnant.
- J. Referral Source;
- K. Days/Times Program is Held;
- L. Program Attendance; and
- M. Program Participation.

PERFORMANCE MEASURES FOR RESTORATIVE JUSTICE

Program Specific

- 1. Reduce recidivism rates; and
- 2. Reduction in violent youth on youth crime.

Local Site-Specific

- 1. Exit surveys to determine program satisfaction.

MINIMUM QUALIFICATIONS FOR INDIVIDUALS, COMBINED ENTITIES, NON-PROFITS, OR 501(C)(3) ORGANIZATIONS:

The following qualifications apply to individuals or the entity types listed immediately above. Entities may meet the qualifications by illustrating that the current personnel team meets the minimum qualifications in sum. Entities applying to act as RAC Service Provider should provide a detailed explanation of which individuals will complete the various duties and how those individuals meet certain portions of the qualifications such that the total personnel team meets the full set of minimum qualifications, if applicable. Entities should also provide an operational budget and organizational chart as part of the application.

1. High School Diploma or equivalent AND two years' experience in community services programs. A combination of education, experience, and training may be applied in accordance with Torrance County policy;
2. Demonstrated knowledge of accounting, administration, writing, public speaking, governmental policies; time management, and policy and program development of grant writing, proposals and quarterly reports;
3. Proof of General and Professional Liability Insurance;
4. Skill in communicating effectively both orally and in writing; and
5. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
6. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Be a United States Citizen;
 - c. Have a valid New Mexico driver's license;
 - d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
 - e. Submit to a thorough background investigation;
 - f. Be familiar with keyboarding and computer systems;
 - g. No DUI convictions within the last five years;
 - h. Meet or exceed the County requirements for insurance and bonding;
 - i. Provide an Employee Code of Conduct.
 - j. SAMs registration required prior to contract approval.
 - k. Children, Youth and Families Department (CYFD) will be required.
 - l. Must pass a CYFD background check.

PREFERRED QUALIFICATIONS

1. Demonstrated knowledge of juvenile justice and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
2. Knowledge of regional community resources including service agencies, funding sources and their role in the local community;

3. Demonstrated knowledge of local government processes for the procurement of services and goods, ability to develop and negotiate scope of services for professional service contracts, and ability to monitor contractors in meeting grant and contractual obligations;
4. Knowledge of State and Federal ethical standards for working with youth.
5. Associate or Bachelor's Degree.

WORKING CONDITIONS

Work is performed as a contract and the Contractor is required to provide the necessary equipment needed to perform the job such as use of their own vehicle and time spent traveling, neither of which is reimbursable. There will be a need for use of computers, and Internet will be provided at various school locations.

There is fieldwork required in conducting community relations activities, in accompanying students on field trips, and to carry out the functions of this Contract. The Contractor shall be able to work non-traditional working hours and have a flexible schedule.

The Contractor will submit their invoice and timesheet by the 5th day of the following month to the Continuum Coordinator.

The Contractor will be responsible for providing incentives for good attendance, participation, etc.

The Contractor is responsible for tracking the hours and compensation limit under this Agreement, and without advance written permission for the County Manager, the Contractor shall not bill for or be paid for hours or compensation in excess of the cap placed on this Agreement.

SAFETY SENSITIVE POSITION REQUIRES DRUG AND ALCOHOL TESTING ACCORDING TO TORRANCE COUNTY POLICY.

SAFETY SENSITIVE POSITION REQUIRES PASSING A BACKGROUND CHECK APPROVED BY CYFD.

FAILURE OF DRUG AND ALCOHOL TESTING AND/OR BACKGROUND CHECK SHALL RESULT IN NON CONTRACT AWARD.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This position is funded by a combination of County, State, and Federal Grant Funds. Accordingly, the position is subject to the availability and authorization of funding.

Attachment 2 – Budget

Boys Council Services \$165 per session X 180 sessions	\$8,910
Restorative Justice Services Pre/Post: \$55 x 70 hours Circles: \$165 per circle x 10 circles	\$3,850 <u>\$1,650</u> 5,500
TOTAL ANNUAL PROGRAM BUDGET	\$14,410

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*.

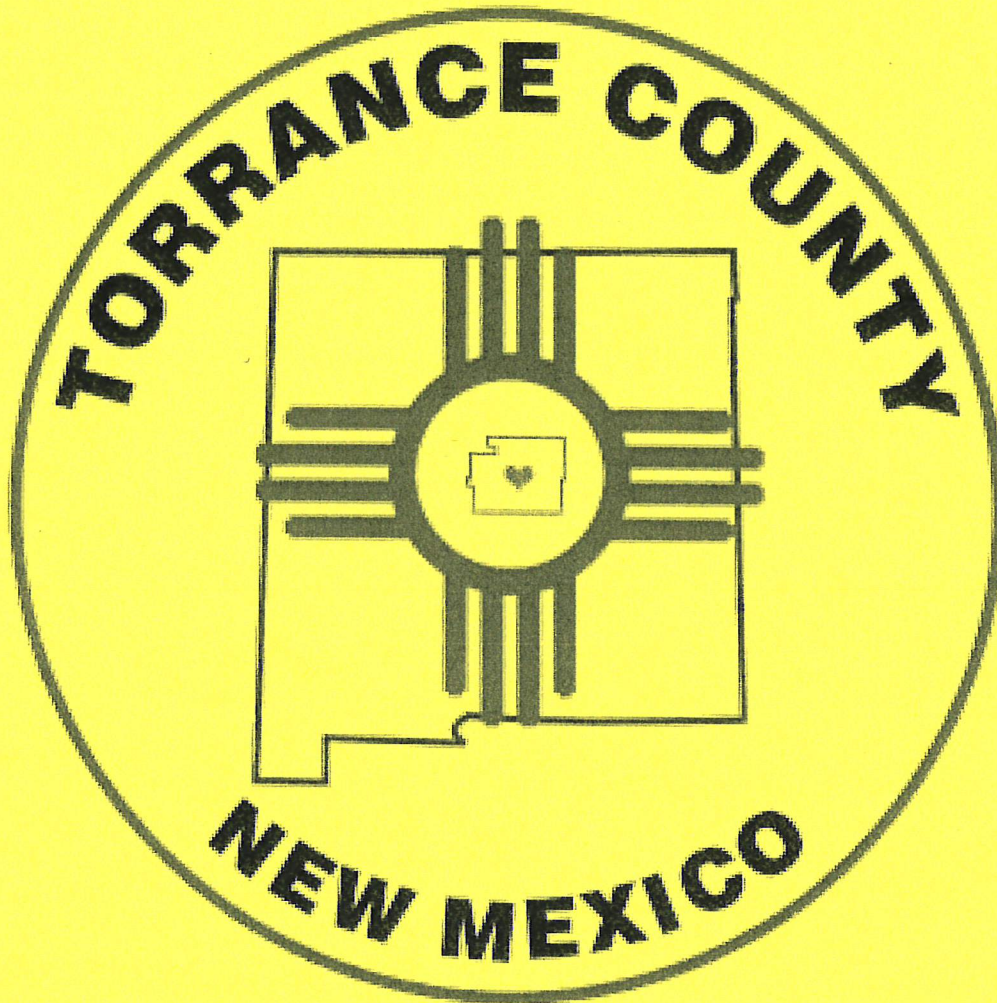
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and 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-B*

PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EYFVC)
BOYS COUNCIL SERVICES IN THE ESTANCIA VALLEY

RFP TC-FY22-02

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County" and Alejandro R. Trevino, 50 Snowflake Trail, Edgewood, NM, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Board of County Commissioners.

WHEREAS, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," for a continuum of graduated sanctions and alternative detention services to juvenile offenses.

WHEREAS, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

WHEREAS, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

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

IT IS AGREED BETWEEN THE PARTIES:

1. Period of Agreement.

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall automatically renew on July 1 each fiscal year for one (1) additional one-year term, and shall expire on June 30, 2024, unless terminated pursuant to Articles 4 or 8, infra. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed two (2) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multi-source award.

2. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Articles 4 or 8, infra.

3. Limitation of Cost and Compensation

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed eleven thousand, five hundred and fifty dollars and zero cents [\$11,550 (\$165.00 per session x 70 sessions) for any fiscal year period and as approved by CYFD in Agreement No. 21-690-3200-20847. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by

reference. Payments shall only be made as outlined in “**Attachment 2 – Budget.**” This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the “**Statement of Work – Attachment 1.**” The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The Contractor is responsible for all expenses. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted five (5) business days prior to the end of the fiscal year (June 30) and at the termination of the Fiscal Year. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

4. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and CYFD, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor shall obtain a DUNS Number and be listed as active in the System for Award Management (SAM) prior to contract award. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Assignment.

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

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

8. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

9. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

10. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

11. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ

during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

12. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. Merger.

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

14. Penalties for violation of law.

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

15. Equal Opportunity Compliance.

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

16. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation.

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

18. Records and Financial Audit.

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

19. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Authority.

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

24. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. Approval of Contractor Personnel.

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. Survival.

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

27. Succession.

This agreement shall extend to and be binding upon the successors and assigns of the parties.

28. Force Majeure.

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

29. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

30. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

31. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

32. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

33. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY22-02 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then

6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

34. Patent, Copyright, Trademark and Trade Secret Indemnification.

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

35. Professional Liability Insurance.

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. Contractor's Payment of Property Taxes.

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Termination for Convenience.

The County may at any time terminate the Agreement with 30 days notice if it finds that termination is in the best interests of the County.

39. Notices.

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

To the County: Janice Y. Barela, County Manager; PO Box 48; Estancia, NM 87016.

To the Contractor: Alejandro R. Trevino; 50 Snowflake Trail; Edgewood, NM 87015.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: Alejandro R. Trevino
Address: 50 Snowflake Trail; Edgewood, NM 87015

By: _____ Date: _____
Torrance County Manager

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

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 26th day of October 2022.

Ryan Schwebach
Chairman, District II

LeRoy Candelaria
Vice Chair, District III

Kevin McCall
Commissioner, District I

Approved as to form:

Michael I. Garcia
Torrance County Attorney

Attest:

Attachment 1 – Statement of Work

Torrance County

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Facilitator, herein after known as “Facilitator” or “Contractor” for the Gender-Specific Boys Council Program, hereinafter referred to as “Program,” administered in the Estancia Valley, New Mexico, that serves youth ages 11-17 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a parent, counselor, social worker, and/or courts to be at such risk or who could benefit from the Program. The Program shall utilize the One Circle Foundation Council Model called The Council for Boys and Young Men that is recognized as a “promising practice” and serves to empower at-risk teenage boys by improving their self-esteem and teaching them communication and decision-making skills. The Contractor takes direction and supervision from Torrance County, herein after known as the “County,” however, the contract will be executed, modified or terminated, with the approval of the Board.

“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.

ESSENTIAL FUNCTIONS

Duties and Responsibilities of the Boys Council Facilitator

1. Fulfills all goals, objectives, and activities of the Gender-Specific Boys Council Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EYVFC) Continuum Coordinator, herein after known as the “Continuum Coordinator,” to ensure all quality standards and goals are met. Shall provide updates to the EYVFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant’s monthly log by the 5th day of the following month.

6. Conduct One Circle Foundation approved entry and exit surveys (The Council Survey) for each participant.
7. Complete a Youth and Staff Survey for each youth and submit to be recorded into an approved CYFD platform upon completion of each program and maintain a hardcopy on file for audit purposes.
8. Conduct retention calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the progress of their participating child.
9. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
10. Upon successful completion of the Program, issue a certificate to each participant and obtain an evaluation form from each participant.
11. Inclusion and reference the CYFD and EVYFC logo in any correspondence and media communications.
12. At minimum, collect the following demographics, core measures, and performance measurements for each participant:

DEMOGRAPHICS

- A. Name, Date of Birth
- B. Address, City, State and Zip Code;
- C. Race/Ethnicity;
- D. Population Served;
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- E. Youth Currently in Detention;
- F. Gender
 1. Male;
 2. Female; or
 3. Transgender.
- G. Month and Year of Birth;
- H. Geographic Location;
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.

- I. Other Population Information;
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; and
 - 4. Pregnant.
- J. Referral Source;
- K. Days/Times Program is Held;
- L. Program Attendance; and
- M. Program Participation.

CORE MEASURES

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of current program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR BOYS COUNCIL

Program Specific as measured by The Council Survey

- 1. Engaging in school;
- 2. Avoiding tobacco, alcohol, and drugs;
- 3. Caring and cooperating vs. aggression;
- 4. Respecting other's boundaries;
- 5. Respecting differences and having pride in one's ethnicity; and
- 6. Creating healthy masculine identities.

Local Site-Specific

- 1. Thirty percent (30%) of youth report higher school attachment or engagement;
- 2. Thirty percent (30%) of youth report avoiding self-harm;
- 3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;

4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

MINIMUM QUALIFICATIONS FOR INDIVIDUALS, COMBINED ENTITIES, NON-PROFITS, OR 501(C)(3) ORGANIZATIONS:

The following qualifications apply to individuals or the entity types listed immediately above. Entities may meet the qualifications by illustrating that the current personnel team meets the minimum qualifications in sum. Entities applying to act as RAC Service Provider should provide a detailed explanation of which individuals will complete the various duties and how those individuals meet certain portions of the qualifications such that the total personnel team meets the full set of minimum qualifications, if applicable. Entities should also provide an operational budget and organizational chart as part of the application.

1. High School Diploma or equivalent AND two years' experience in community services programs. A combination of education, experience, and training may be applied in accordance with Torrance County policy;
2. Demonstrated knowledge of accounting, administration, writing, public speaking, governmental policies; time management, and policy and program development of grant writing, proposals and quarterly reports;
3. Proof of General and Professional Liability Insurance;
4. Skill in communicating effectively both orally and in writing; and
5. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
6. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;
 - b. Be a United States Citizen;
 - c. Have a valid New Mexico driver's license;
 - d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
 - e. Submit to a thorough background investigation;
 - f. Be familiar with keyboarding and computer systems;
 - g. No DUI convictions within the last five years;
 - h. Meet or exceed the County requirements for insurance and bonding;
 - i. Provide an Employee Code of Conduct.
 - j. SAMs registration required prior to contract approval.
 - k. Children, Youth and Families Department (CYFD) will be required.
 - l. Must pass a CYFD background check.

PREFERRED QUALIFICATIONS

1. Demonstrated knowledge of juvenile justice and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
2. Knowledge of regional community resources including service agencies, funding sources and their role in the local community;
3. Demonstrated knowledge of local government processes for the procurement of services and goods, ability to develop and negotiate scope of services for professional service contracts, and ability to monitor contractors in meeting grant and contractual obligations;
4. Knowledge of State and Federal ethical standards for working with youth.
5. Associate or Bachelor's Degree.

WORKING CONDITIONS

Work is performed as a contract and the Contractor is required to provide the necessary equipment needed to perform the job such as use of their own vehicle and time spent traveling, neither of which is reimbursable. There will be a need for use of computers, and Internet will be provided at various school locations.

There is fieldwork required in conducting community relations activities, in accompanying students on field trips, and to carry out the functions of this Contract. The Contractor shall be able to work non-traditional working hours and have a flexible schedule.

The Contractor will submit their invoice and timesheet by the 5th day of the following month to the Continuum Coordinator.

The Contractor will be responsible for providing incentives for good attendance, participation, etc.

The Contractor is responsible for tracking the hours and compensation limit under this Agreement, and without advance written permission for the County Manager, the Contractor shall not bill for or be paid for hours or compensation in excess of the cap placed on this Agreement.

SAFETY SENSITIVE POSITION REQUIRES DRUG AND ALCOHOL TESTING ACCORDING TO TORRANCE COUNTY POLICY.

SAFETY SENSITIVE POSITION REQUIRES PASSING A BACKGROUND CHECK APPROVED BY CYFD.

FAILURE OF DRUG AND ALCOHOL TESTING AND/OR BACKGROUND CHECK SHALL RESULT IN NON CONTRACT AWARD.

DISCLAIMER

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and skills required of personnel so classified. This position is funded by a combination of County, State, and Federal Grant Funds. Accordingly, the position is subject to the availability and authorization of funding.

Attachment 2 – Budget

\$165 per session X 70 sessions	\$11,550
TOTAL ANNUAL PROGRAM BUDGET	\$11,550

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*.

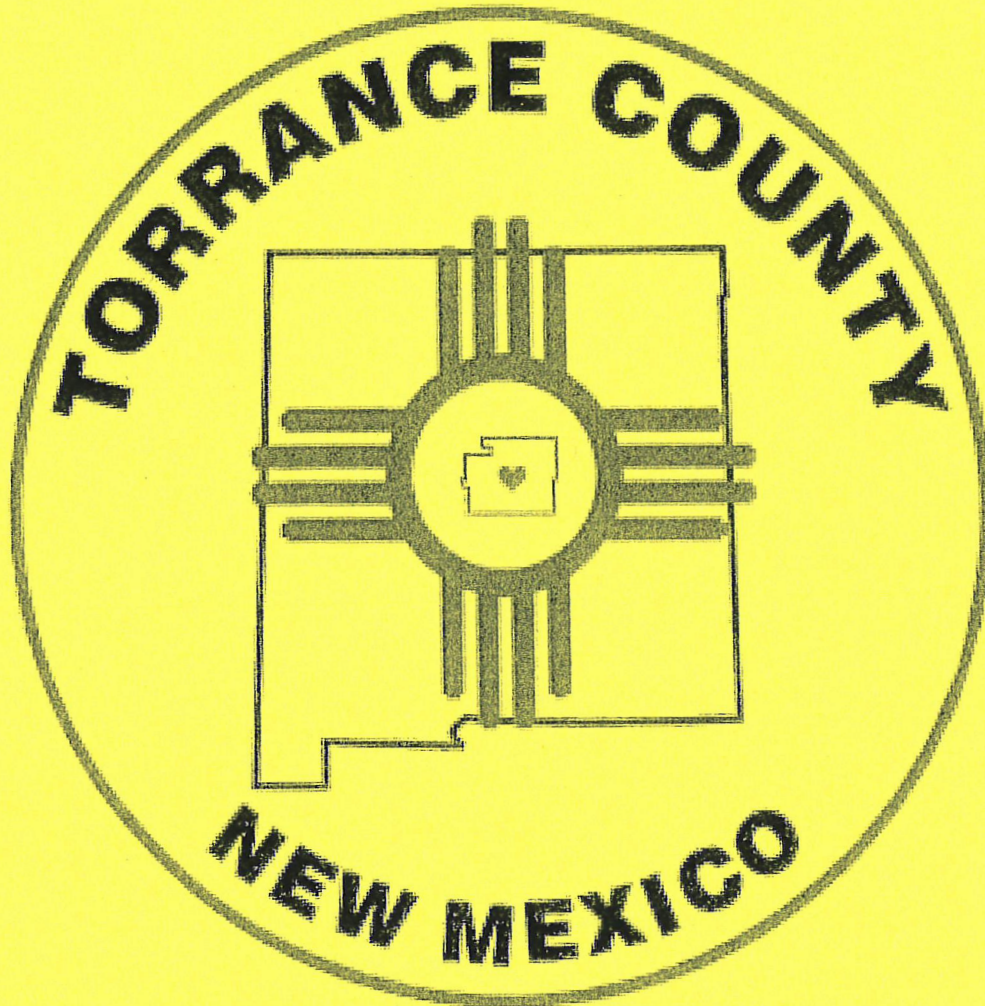
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and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

1. Complete training on trauma responsive care and service delivery. 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-C*

State	Recipient Name	FY22 Allocation	FY23 Allocation
New Mexico	Bernalillo County	\$216,651.65	\$216,651.65
New Mexico	Catron County	\$1,119,300.00	\$1,119,300.00
New Mexico	Chaves County	\$3,930,445.20	\$3,930,445.20
New Mexico	Cibola County	\$3,151,902.50	\$3,151,902.50
New Mexico	Colfax County	\$246,650.21	\$246,650.21
New Mexico	De Baca County	\$142,034.75	\$142,034.75
New Mexico	Doña Ana County	\$4,729,151.30	\$4,729,151.30
New Mexico	Eddy County	\$3,775,242.50	\$3,775,242.50
New Mexico	Grant County	\$4,643,810.07	\$4,643,810.07
New Mexico	Guadalupe County	\$257,404.61	\$257,404.61
New Mexico	Harding County	\$191,700.00	\$191,700.00
New Mexico	Hidalgo County	\$1,222,200.00	\$1,222,200.00
New Mexico	Lea County	\$1,017,753.95	\$1,017,753.95
New Mexico	Lincoln County	\$2,947,364.06	\$2,947,364.06
New Mexico	Los Alamos County	\$50,000.00	\$50,000.00
New Mexico	Luna County	\$2,986,249.12	\$2,986,249.12
New Mexico	McKinley County	\$1,663,360.11	\$1,663,360.11
New Mexico	Mora County	\$480,256.88	\$480,256.88
New Mexico	Otero County	\$4,834,134.01	\$4,834,134.01
New Mexico	Quay County	\$50,000.00	\$50,000.00
New Mexico	Rio Arriba County	\$6,000,000.00	\$6,000,000.00
New Mexico	Roosevelt County	\$50,000.00	\$50,000.00
New Mexico	San Juan County	\$2,753,593.41	\$2,753,593.41
New Mexico	San Miguel County	\$1,617,426.87	\$1,617,426.87
New Mexico	Sandoval County	\$1,452,568.50	\$1,452,568.50
New Mexico	Santa Fe County	\$488,397.71	\$488,397.71
New Mexico	Sierra County	\$3,450,600.00	\$3,450,600.00
New Mexico	Socorro County	\$4,893,300.00	\$4,893,300.00
New Mexico	Taos County	\$3,052,114.01	\$3,052,114.01
New Mexico	Torrance County	\$645,124.16	\$645,124.16
New Mexico	Union County	\$188,859.56	\$188,859.56
New Mexico	Valencia County	\$115,221.98	\$115,221.98
	Totals	\$62,362,817.12	\$62,362,817.12

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

Recipient name and address: Torrance County 205 S Ninth St Estancia, New Mexico 87016	UEI Number: Q8N2MFFYFMC4 Taxpayer Identification Number: 856000257
Amount of Federal Funds Obligated (Total of Fiscal Year 2022 and Fiscal Year 2023 Tranches): \$ 1290248.32 Total Amount of Federal Funds Obligated: \$ 1290248.32 The Federal Award Date is the date of the Recipient's signature below, provided that all other conditions of the award have been met.	Assistance Listing Number: 21.032 Assistance Listing Title: Local Assistance and Tribal Consistency Fund

Section 605(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Local Assistance and Tribal Consistency Fund.

Recipient hereby agrees, as a condition to receiving such payment(s) from Treasury, to the terms and conditions attached hereto.

Recipient: Torrance County

DocuSigned by:

B01642B76BAE4FC...

Authorized Representative: Janice Barela
Title: County Manager

OMB Approved No. 1505-0276
Expiration Date: March 31, 2023

U.S. DEPARTMENT OF THE TREASURY
LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
AWARD TERMS AND CONDITIONS FOR ELIGIBLE REVENUE SHARING COUNTY
GOVERNMENTS

1. Payment of Funds.

- a. Recipient understands that the Department of the Treasury (Treasury) will disburse funds under this award (the award funds) in two tranches, subject to any remedial actions taken pursuant to section 7 or any offsets imposed to satisfy any debt owed pursuant to section 9 of these award terms and conditions.
- b. In addition to the limitations provided in paragraph (a), payments under this award will be subject to the availability of funding, and, should the provisions of section 605 of the Social Security Act (42 U.S.C. § 805) addressing allocations or recipient eligibility be amended or the amount of the appropriation for implementation of such section be reduced, Treasury may reallocate the amount of the appropriation that remains available and adjust Recipient's total award amount accordingly. In the event Recipient's total award amount is reduced, the amount of a second tranche payment may be reduced to account for the receipt of amounts disbursed in the first tranche.
- c. If eligible revenue sharing county governments other than Recipient decline or do not claim the amounts allocated to them by Treasury from the Local Assistance and Tribal Consistency Fund, Treasury may supplement this award with an additional allocation to Recipient. The amount of this additional allocation will be determined by Treasury in its discretion as provided in section 605 of the Act and will be subject to the limitations provided in paragraphs a and b.
- d. Any change in an allocation will be deemed an amendment to this award to increase or decrease the total award amount, as applicable, unless, in the case of an increased allocation, Recipient declines the increased total award amount.

2. Use of Funds.

- a. The award funds may be used to cover any cost incurred on or after March 15, 2021, for any governmental purpose other than a lobbying activity, as provided in paragraph b.
- b. Recipients may not use the award funds directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or

policy, or appropriation.

- c. Recipient must expend and account for the funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to Recipient's expenditure of and accounting for its own funds.

3. Reporting. Recipient agrees to submit an annual project and expenditure report to Treasury for this award in the form provided by Treasury. Recipient acknowledges total award and expenditure amounts may be publicly disclosed.

4. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

5. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 605 of the Act and guidance issued by Treasury regarding the Local Assistance and Tribal Consistency Fund program. Recipient acknowledges that the funds constitute federal financial assistance and are subject to federal law applicable to federal financial assistance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders in the course of its use of the award funds.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit

- vi. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F (Audit Requirements).
- vii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, Subparts A, B, and D, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- viii. The provisions of Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 applicable to executive compensation but not to subawards, pursuant to which the subsections of the award term set forth in Appendix A to 2 C.F.R. Part 170 applicable to executive compensation are hereby incorporated by reference.
- ix. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- x. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- xi. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- xii. Generally applicable federal environmental laws and regulations.

6. Maintenance of and Access to Records.

- a. Recipient will maintain records and financial documents sufficient to evidence compliance with section 605 of the Act, this award agreement, and implementing guidance issued by Treasury for a period of five (5) years after all funds have been expended or returned to Treasury.
- b. Recipient acknowledges that Treasury, including the Treasury Office of Inspector General, and the Government Accountability Office or their authorized representatives will have the right of access to records of Recipient in order to conduct audits or other investigations.

- c. Require recoupment of payments under this award;
 - d. Terminate the Federal award;
 - e. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; and
 - f. Take other remedies that may be legally available.
8. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
9. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to be subject to a repayment obligation and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph (a). Treasury will take any actions available to it to collect such a debt.
10. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

PAPERWORK REDUCTION ACT NOTICE

The estimated burden associated with the collection of information provided for in section 6 of the terms and conditions is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



Your document has been completed

[VIEW COMPLETED DOCUMENT](#)



US Department of the Treasury

caresitforms@treasury.gov

All parties have completed LATCF Counties Award Terms Agreement and Certification.

Local Assistance and Tribal Consistency Fund

LATCF@treasury.gov

Dear Cheryl Allen,

Thank you for your submission of the Award Terms Agreement for the Department of the Treasury's Local Assistance and Tribal Consistency Fund (LATCF) Program.

All parties have now completed their review and your submission is completed.

Best regards,

Local Assistance and Tribal Consistency Fund

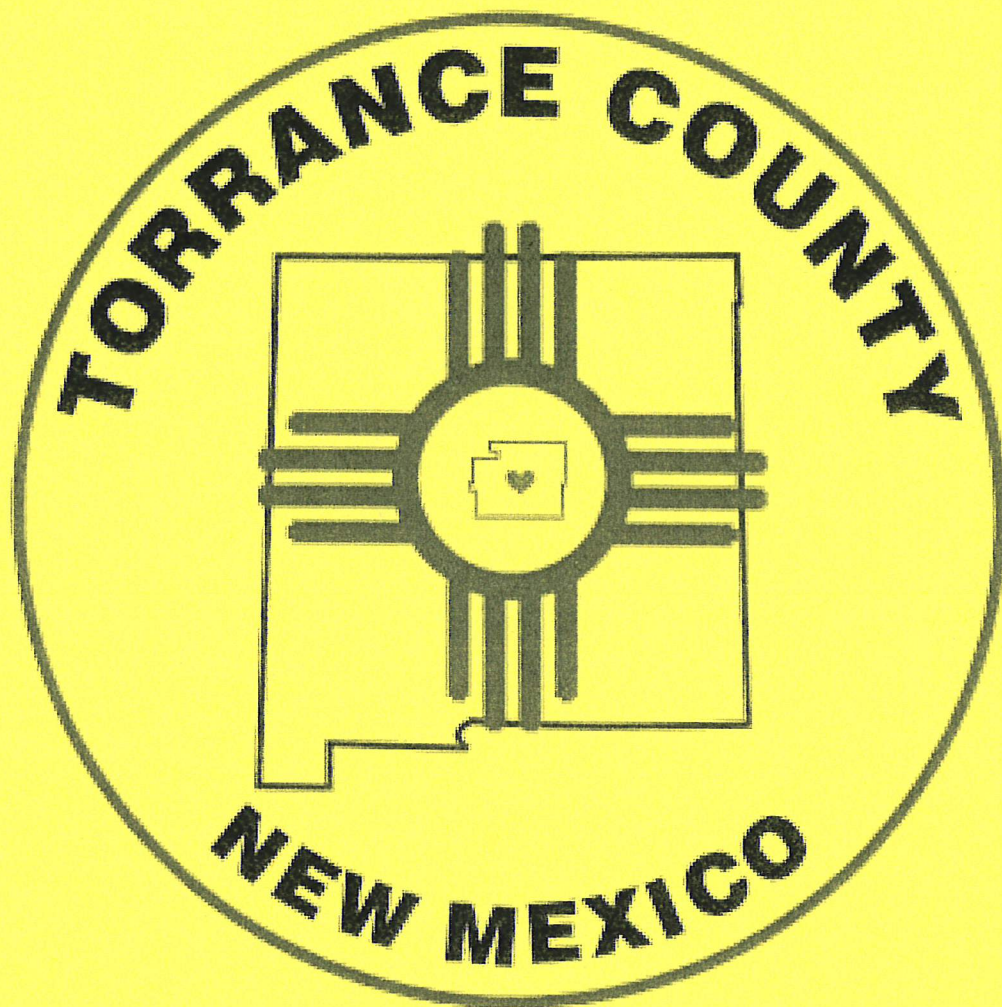
Office of Recovery Programs

U.S. Department of the Treasury

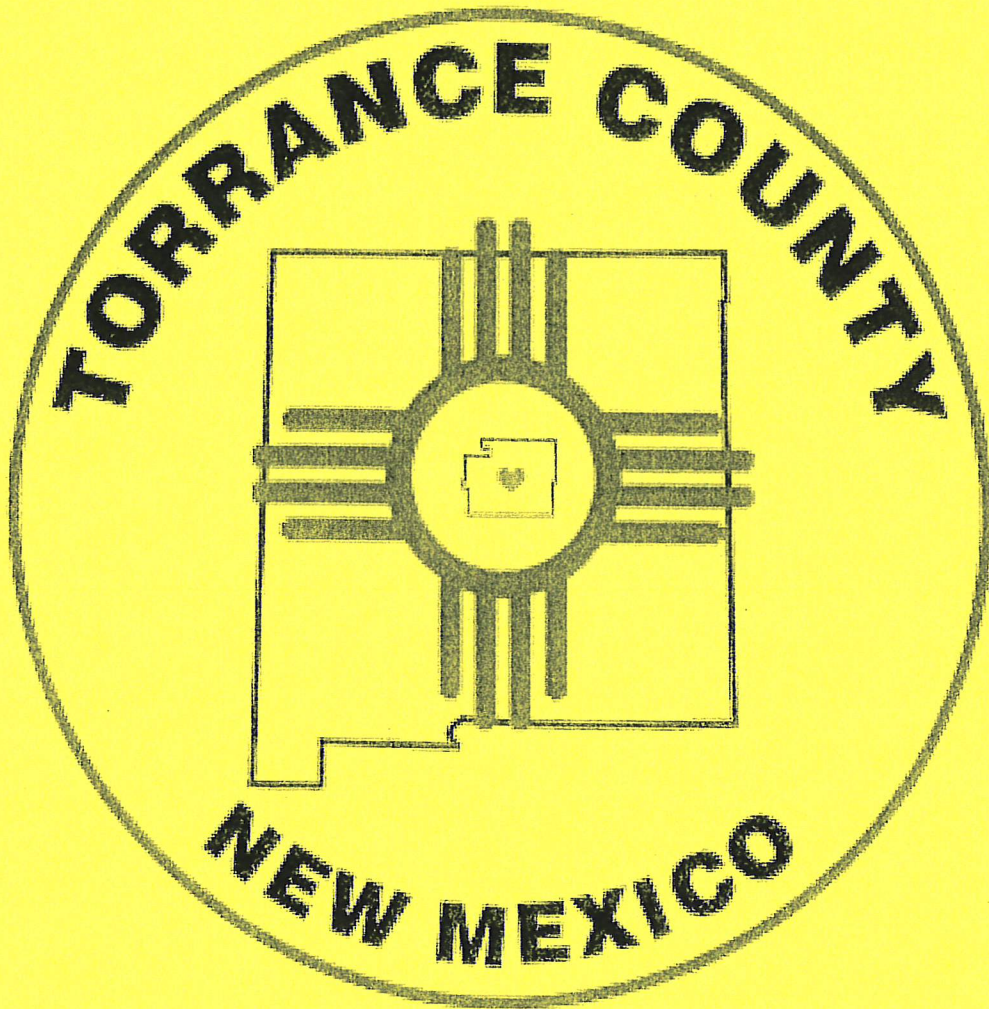
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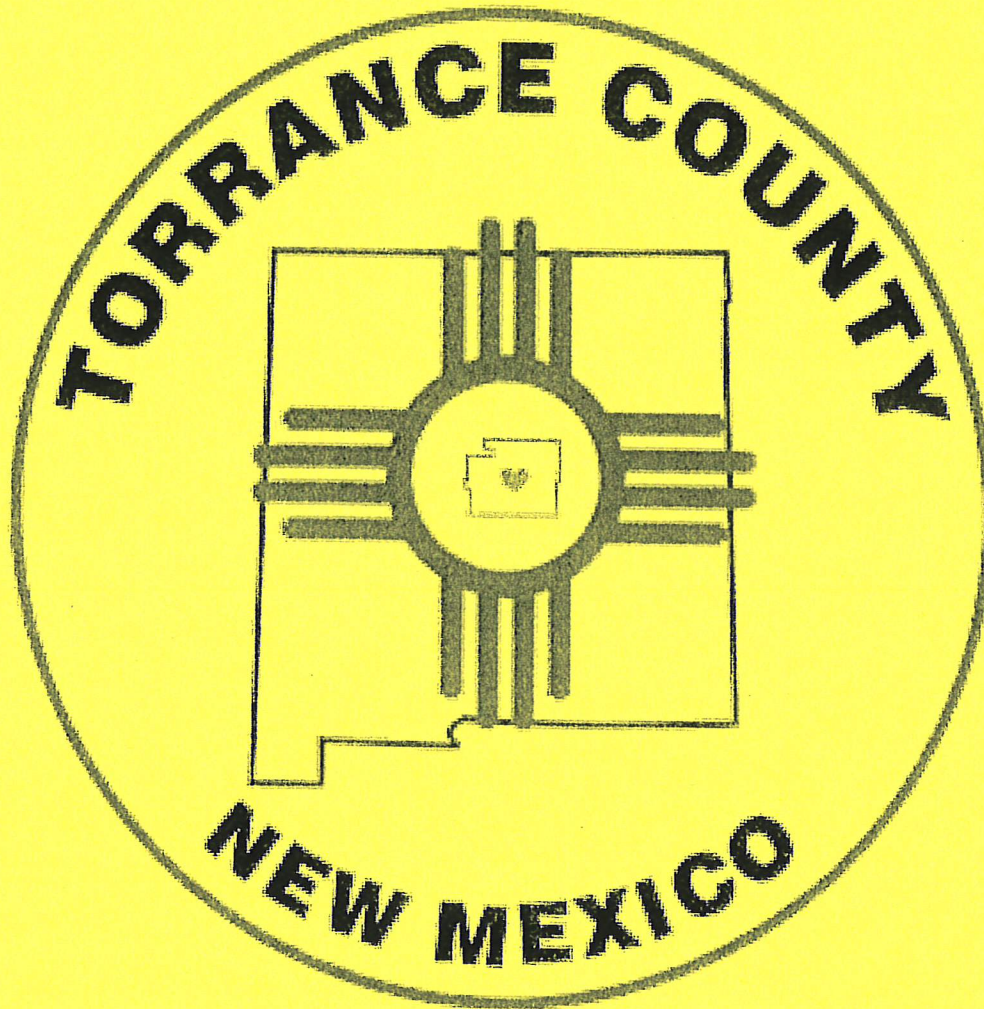
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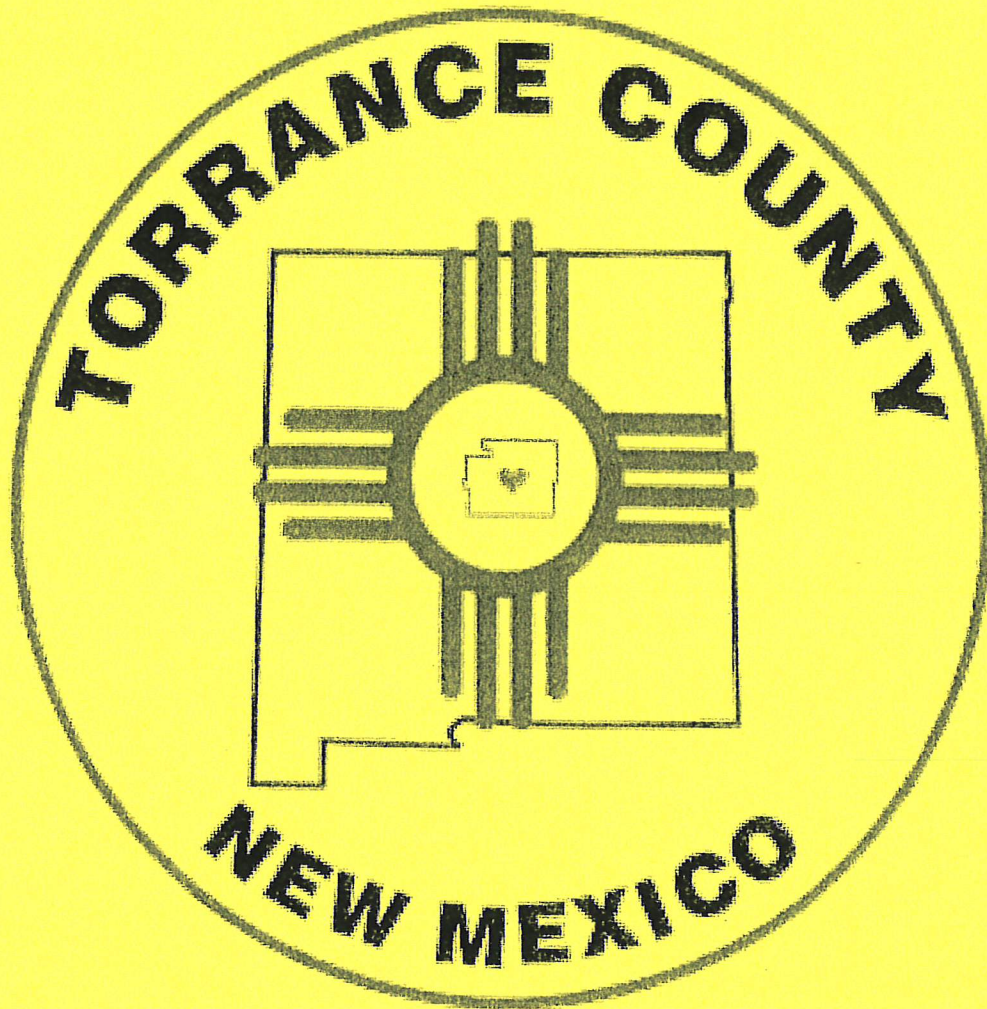
Agenda Item
No. 12-D



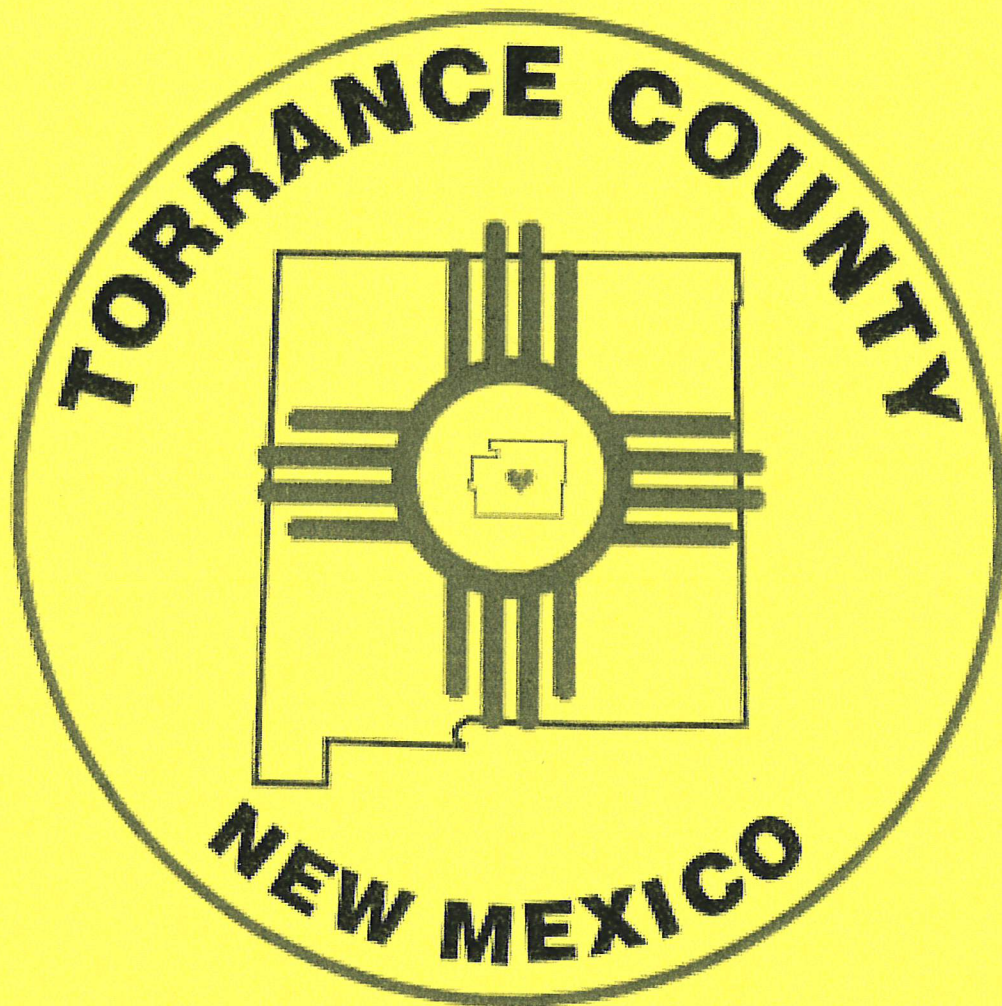
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No. 13-A*



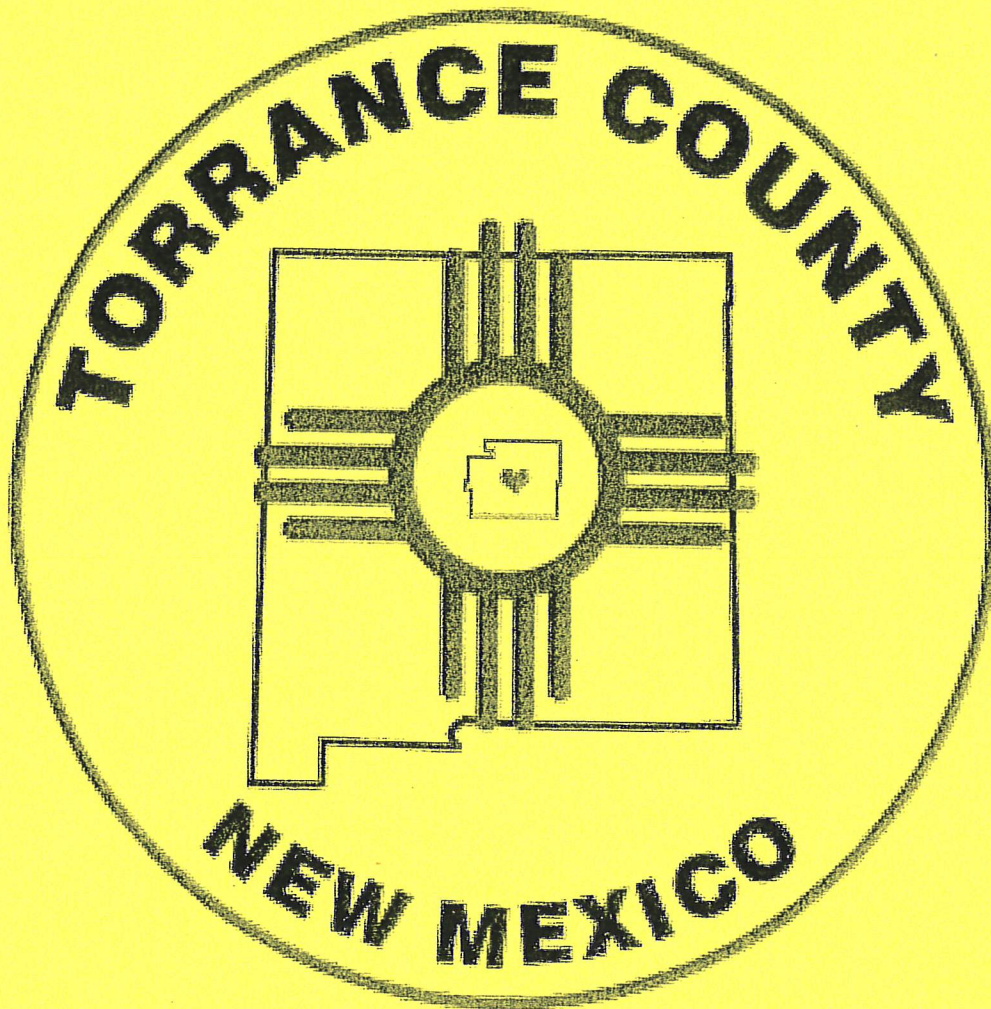
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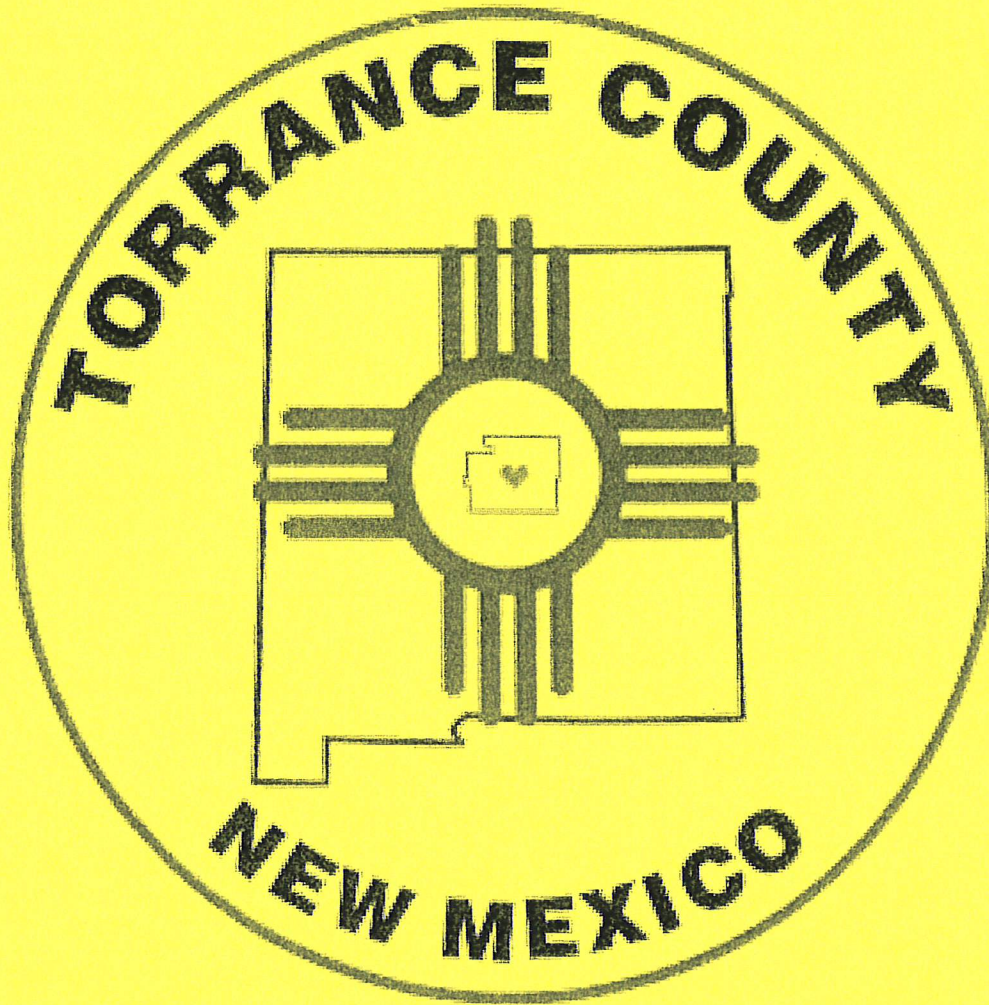
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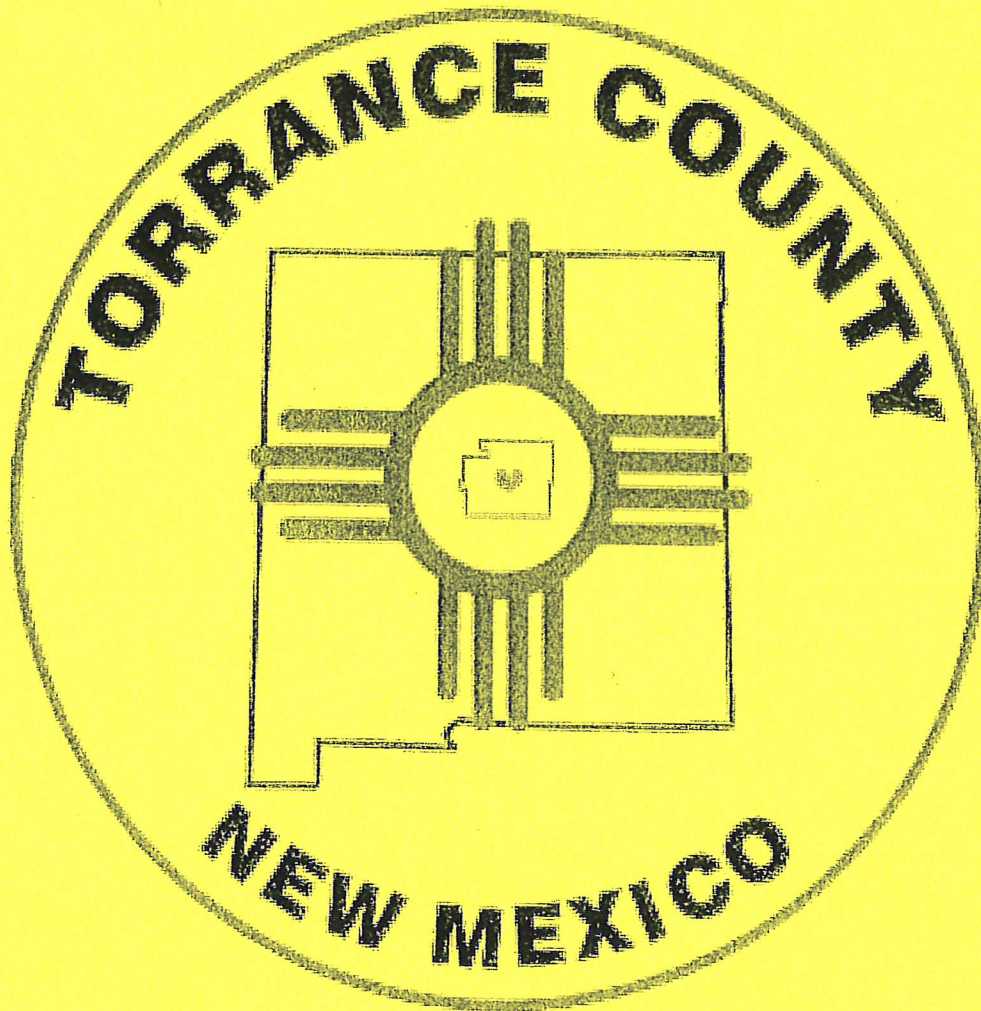
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No. 14*



*Agenda Item
No. 15*



*Agenda Item
No. 16*



Agenda Item
No. 17