

TORRANCE COUNTY
COMMISSION MEETING
December 28, 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, December 28, 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. **MANAGER:** Recognition of Dedicated Service as Torrance County Sheriff and Undersheriff: Martin Rivera
 - B. **ROAD:** Recognition of Employee Service Year Pin: Pete Montano (20)
Deferred from November 9, 2022 Meeting
 - C. **ROAD:** Recognition of Employee Service Year Pin: Brian Sanchez (25)
Deferred from November 9, 2022 Meeting
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **PUBLIC COMMENT and COMMUNICATIONS**
8. **APPROVAL OF MINUTES**
9. **APPROVAL OF CONSENT AGENDA**
 - A. **FINANCE:** Motion to approve payables.

B. PLANNING & ZONING: Approval of 2023 Planning and Zoning Board Meeting Schedule.

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE

11. ADOPTION OF RESOLUTION

A. COMMISSION: Resolution 2022-____, a resolution deeming that Torrance County Clerk, Yvonne Otero, has abandoned her position by absenting herself from work for 30 or more successive days.

B. GRANTS: Approve Resolution and Agreement for the Law Enforcement Retention Fund in the total amount of \$93,750.

12. APPROVALS

A. GRANTS: Approval of contract with Jeannette Martinez to provide training services regarding the Restorative Justice program to support program design and development and provide coaching for the Restorative Justice Facilitator.

B. GRANTS: Approval of amendment to contract with Rebecca Armstrong increasing her hourly rate to \$31/hour as the Juvenile Justice Continuum Coordinator as funded through the Juvenile Justice Continuum of Graduated Sanctions grant.

C. GRANTS: Discussion with possible action: Presentation with Kendall Chavez, Food & Hunger Coordinator from the Office of the Governor, about the New Mexico Food Security Grant, with consideration of possible increase in local funding.

D. FINANCE: Estancia Basin Water Planning Committee – Request approval of two prior year invoices from John Shoemaker & Associates, INC. for geo-hydrological services in the amounts of \$11,262.05 and \$2,842.04 (combined total of \$14,104.09.)

E. MANAGER: Discussion and possible approval of architect for the new Torrance County Administrative Building.

F. FIRE: Discussion and possible approval of changes for Torrance County Firefighter and EMT positions. *Deferred from December 15, 2022 Meeting*

- 1) Salary increases to retain current staff and fill current vacancies.
- 2) EMT PRN positions to help fill schedule gaps.

G. ROAD: Discussion and possible approval of amendment to Road Department Salary Schedule.

H. COMMISSION: Discussion and possible action regarding ARPA funding for roadway projects/equipment.

13. DISCUSSION

A. EMERGENCY MANAGEMENT: Discussion of the location of Emergency Management Office and the need for office, EOC, storage, vehicles, and mobile command to be in one location.

B. MANAGER: Torrance County Domestic Violence Program – Current program status update and discussion to transition the program to a non-profit organization.

C. MANAGER

D. MANAGER'S REPORT

E. COMMISSIONERS' REPORTS

1) Commissioner McCall, District 1

2) Commissioner Schwebach, District 2

3) Commissioner Candelaria, District 3

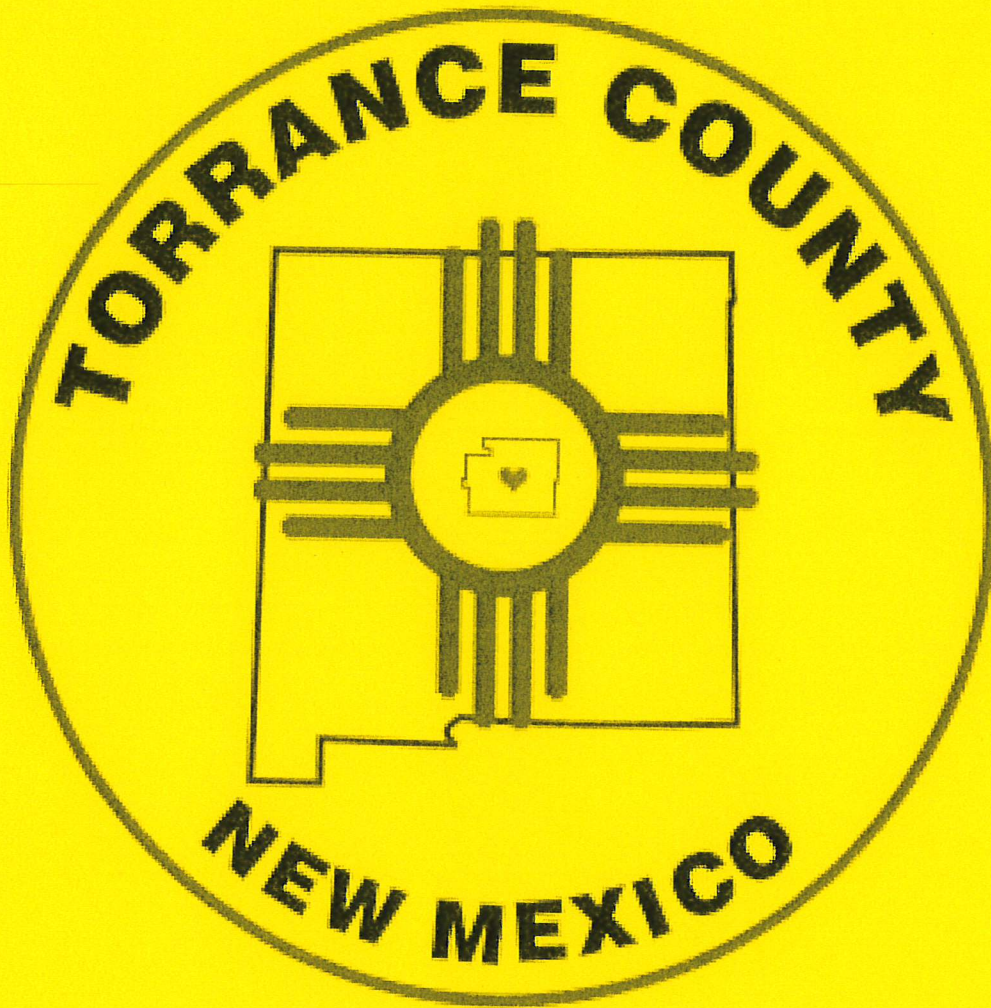
14. EXECUTIVE SESSION

15. Announcement of the next Board of County Commissioners Meeting: January 11, 2023, at 9:00 AM.

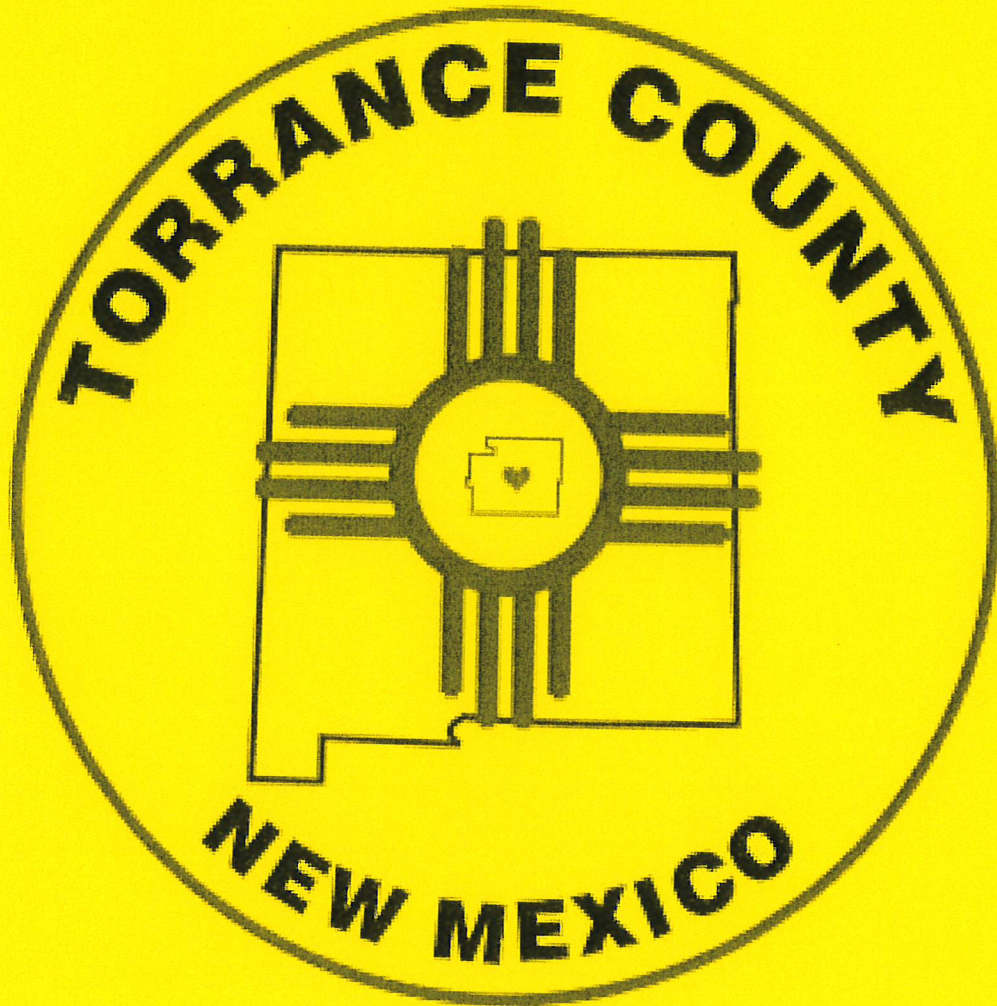
16. SIGNING OF OFFICIAL DOCUMENTS**17. ADJOURN**



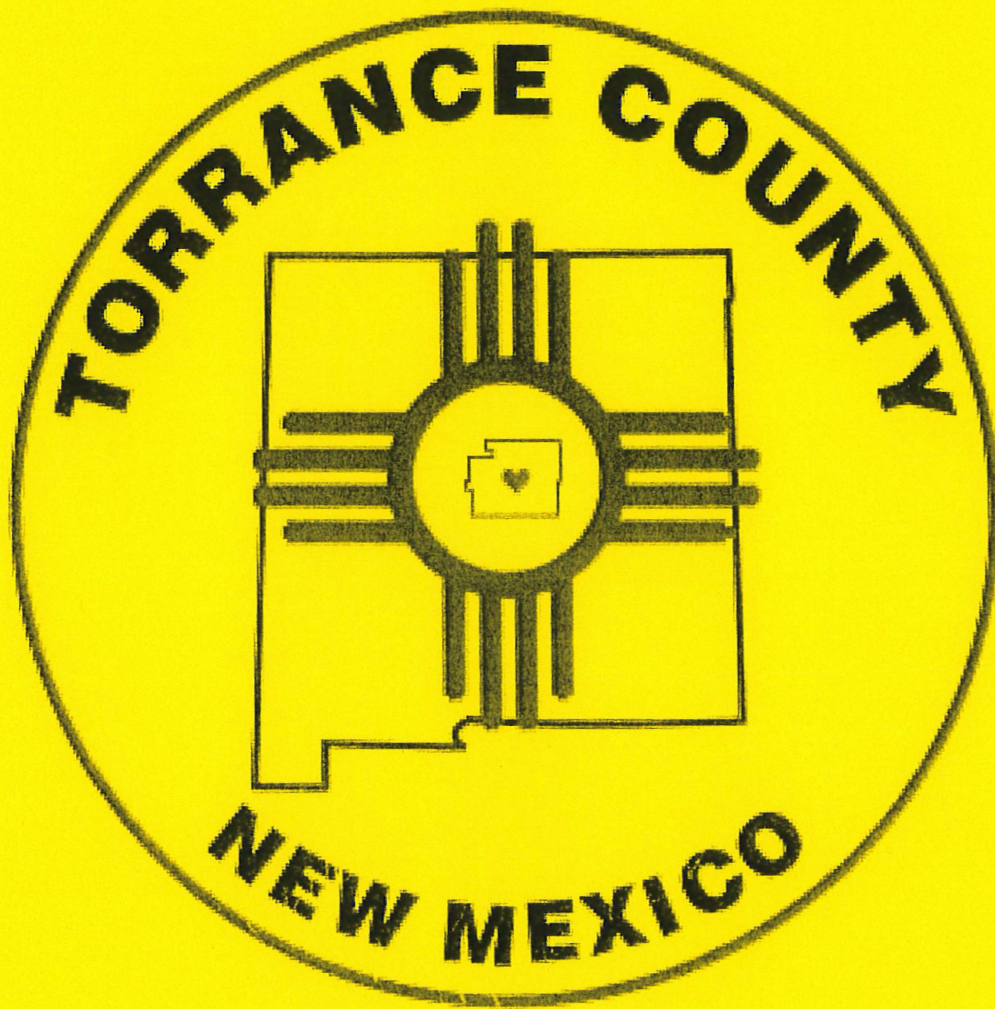
Agenda Item
No. 1



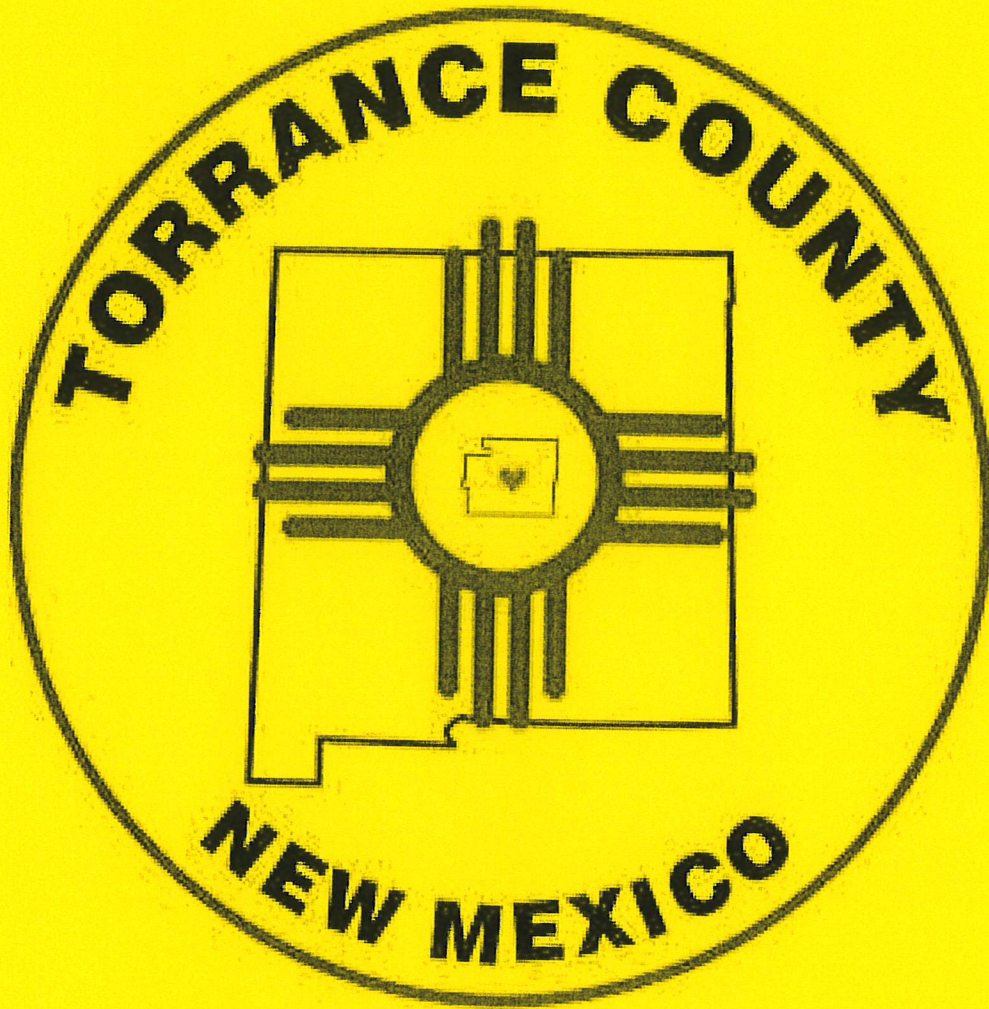
*Agenda Item
No. 2*



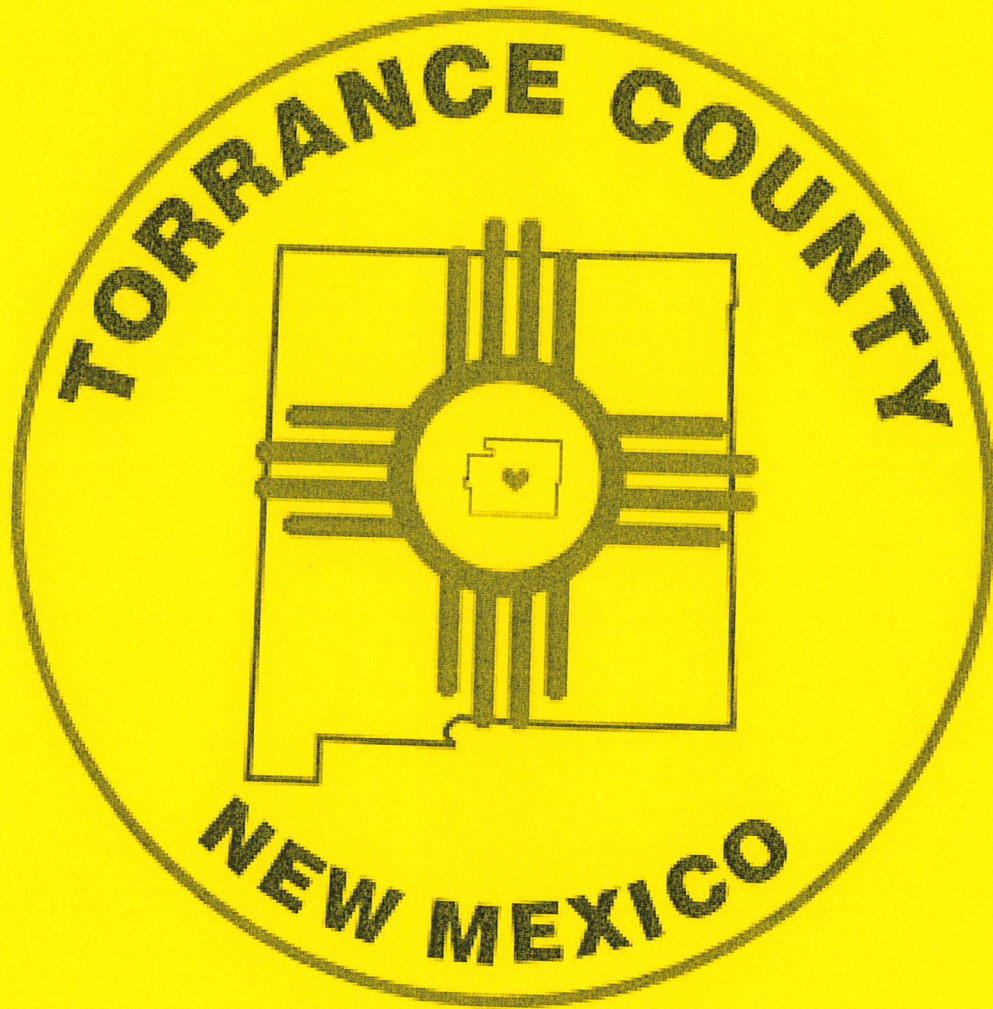
*Agenda Item
No. 3*



*Agenda Item
No. 4*

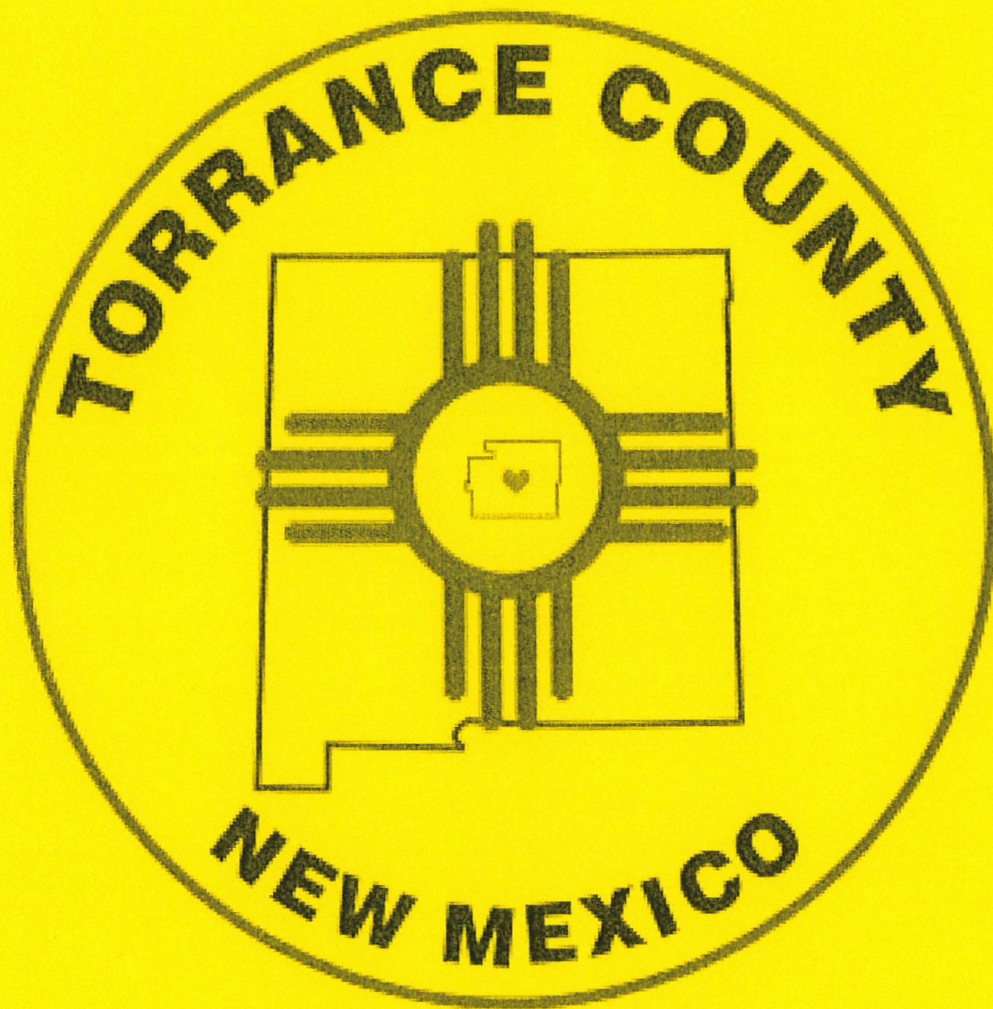


*Agenda Item
No. 5-A*



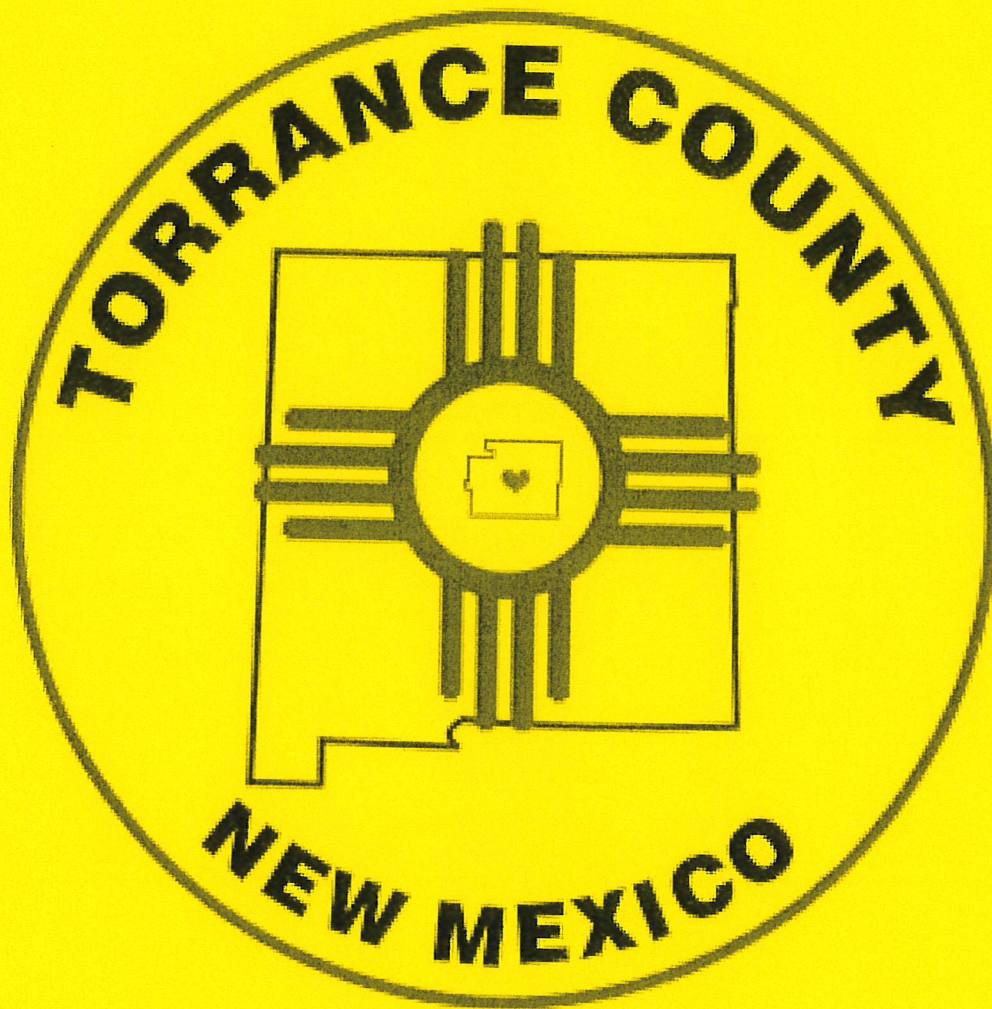
Agenda Item

No. 5-B

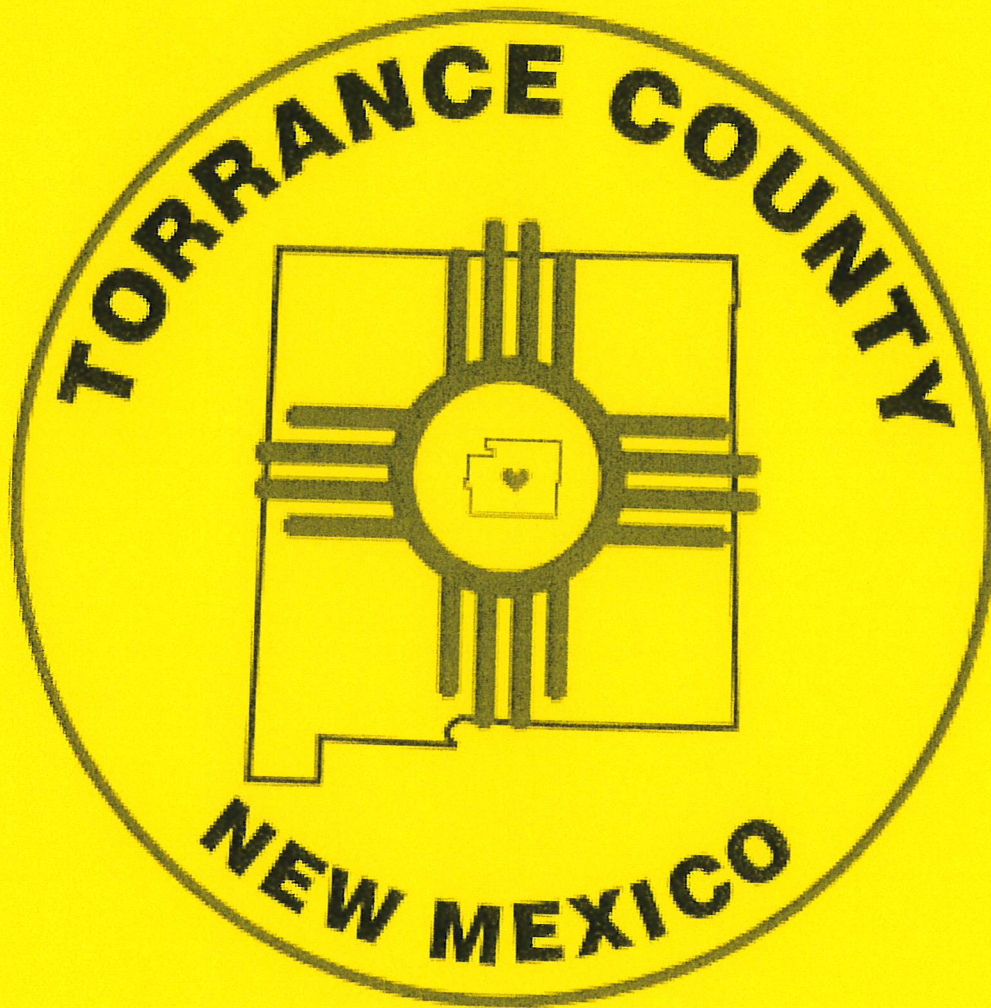


Agenda Item

No. 5-C

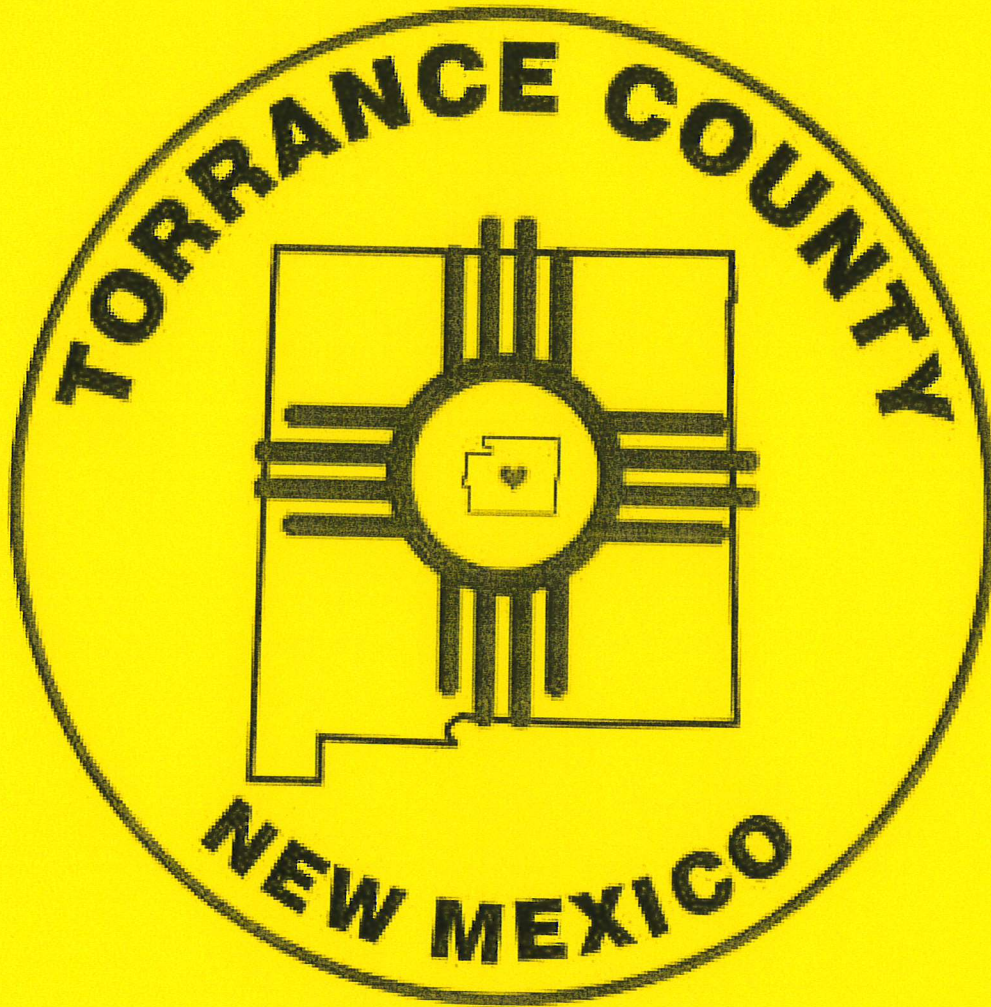


*Agenda Item
No. 6*

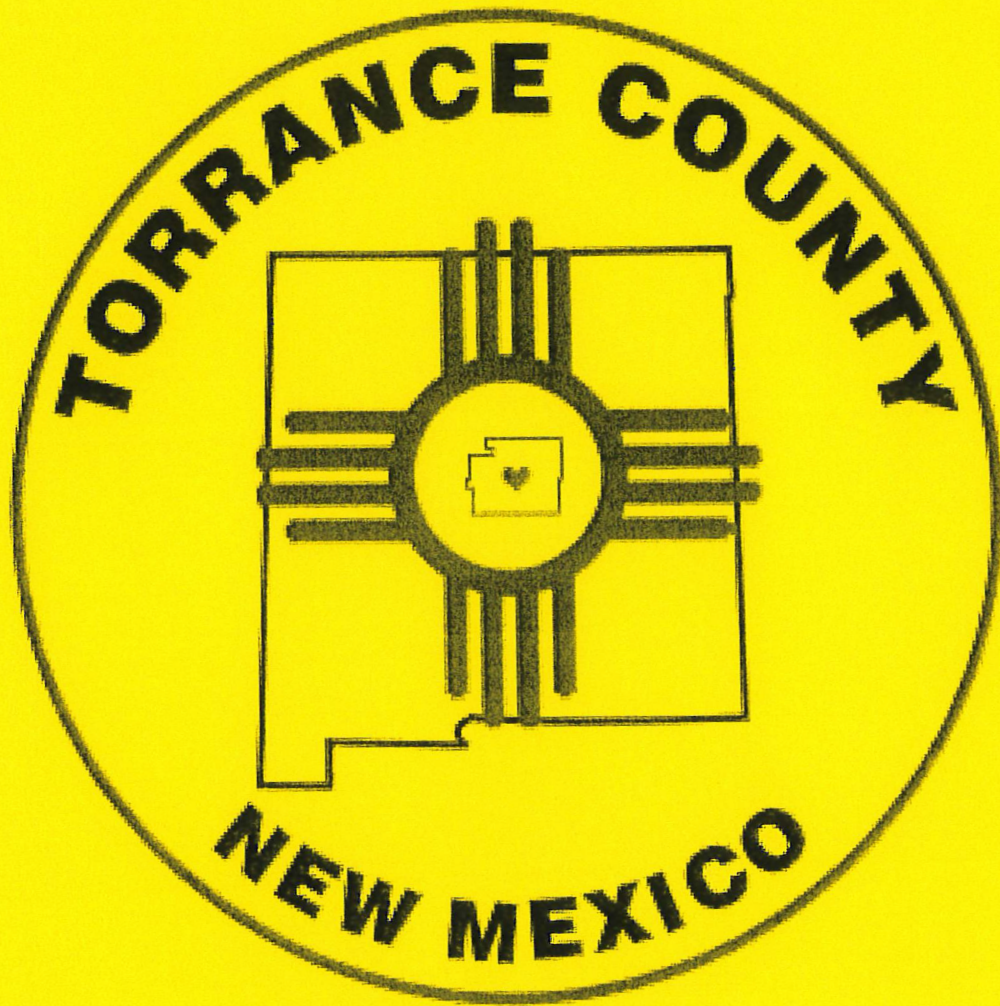


Agenda Item

No. 7



*Agenda Item
No. 8*



*Agenda Item
No. 9-A*

TOTAL CHECKS PRINTED 301

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 \$977,085.83 ON ACCOUNT OF OBLIGATIONS INCURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 12/22/2022. WE CERTIFY THAT THE WITHIN NAMED PERSONS ARE LEGALLY ENTITLED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION STATED HEREIN. THAT THE SERVICES HAVE BEEN PERFORMED AS STATED IN THE ACCOUNT HEREIN, THAT THEY ARE NECESSARY AND PROPER, THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS AGREED AND THAT NO PART HAS BEEN PAID BY TORRANCE COUNTY.

SIGNED

ATTEST BY

Kevin McCall

LeRoy M. Candelaria

Ryan Schwebach

Yvonne Otero

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

Tracy L. Sedillo



Torrance County, NM

Check Report

By Check Number

Date Range: 12/09/2022 - 12/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	213,246.75	27
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	4,064.94	28
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	33,280.40	29
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	4,048.81	30
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	217,369.95	31
1232	CORECIVIC INC.	12/13/2022	EFT	0.00	5,096.51	32
1232	CORECIVIC INC.	12/14/2022	EFT	0.00	1,619,676.77	33
1232	CORECIVIC INC.	12/15/2022	EFT	0.00	98,182.90	34
418	COLUMBUS BANK AND TRUST	12/20/2022	EFT	0.00	1,109.05	35
5189	SUNRISE BANK	12/20/2022	EFT	0.00	1,051.45	36
1232	CORECIVIC INC.	12/21/2022	EFT	0.00	1,683,840.88	37
1232	CORECIVIC INC.	12/22/2022	EFT	0.00	87,755.24	38
1232	CORECIVIC INC.	12/22/2022	EFT	0.00	725.78	39
1232	CORECIVIC INC.	12/22/2022	EFT	0.00	545.26	40
3207	AIRGAS USA LLC	12/15/2022	Regular	0.00	403.60	122977
66	ALBUQUERQUE PUBLISHING CO.	12/15/2022	Regular	0.00	778.73	122978
5450	AMAZON BUSINESS	12/15/2022	Regular	0.00	5,805.53	122979
	Void	12/15/2022	Regular	0.00	0.00	122980
778	AMERIGAS PROPANE LP	12/15/2022	Regular	0.00	2,127.77	122981
VEN01141	Apex Software	12/15/2022	Regular	0.00	1,410.00	122982
182	AUTOMATED ELECTION SERVICES	12/15/2022	Regular	0.00	1,500.00	122983
5408	BANK OF AMERICA	12/15/2022	Regular	0.00	60.00	122984
4117	BI INC	12/15/2022	Regular	0.00	1,154.32	122985
859	BOUND TREE MEDICAL, LLC	12/15/2022	Regular	0.00	3,504.25	122986
4812	CAIN, MACKLEE	12/15/2022	Regular	0.00	8,738.30	122987
4729	CODE 3 SERVICE LLC	12/15/2022	Regular	0.00	52.62	122988
4270	COLONIAL LIFE	12/15/2022	Regular	0.00	87.39	122989
2812	COMPUTER CORNER INC	12/15/2022	Regular	0.00	458.00	122990
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	140.48	122991
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	16,477.73	122992
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	16,477.73	122993
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	91,763.39	122994
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	65,260.83	122995
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	10,139.41	122996
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	1,404.81	122997
3770	COOPERATIVE EDUCATIONAL SERVICES	12/15/2022	Regular	0.00	1,922.43	122998
5416	CRYSTAL SPRINGS	12/15/2022	Regular	0.00	28.00	122999
5561	CULLIGAN ABQ LLC	12/15/2022	Regular	0.00	73.93	123000
5308	DIRECTV, LLC.	12/15/2022	Regular	0.00	224.12	123001
4705	DOUBLE H AUTO	12/15/2022	Regular	0.00	2,589.45	123002
4979	DT AUTOMOTIVE	12/15/2022	Regular	0.00	8,700.00	123003
5319	DUCHARME, ARTHUR	12/15/2022	Regular	0.00	95.00	123004
50	EMW GAS ASSOCIATION	12/15/2022	Regular	0.00	6,092.38	123005
	Void	12/15/2022	Regular	0.00	0.00	123006
4949	ENCINIAS, KINSEY	12/15/2022	Regular	0.00	3,700.00	123007
4950	ENCINIAS, NORA	12/15/2022	Regular	0.00	6,562.30	123008
2554	EPCOR USA, INC.	12/15/2022	Regular	0.00	118.67	123009
51	ESTANCIA, TOWN OF	12/15/2022	Regular	0.00	1,350.28	123010
5548	ESTRADA, CHRISTINA	12/15/2022	Regular	0.00	95.00	123011
2555	EVSWA	12/15/2022	Regular	0.00	13,860.57	123012
3064	FROST, JIM	12/15/2022	Regular	0.00	190.00	123013
5359	GALLAGHER BENEFIT SERVICES, INC.	12/15/2022	Regular	0.00	8,100.00	123014
1862	GALLS LLC	12/15/2022	Regular	0.00	110.40	123015
5019	GLOBE LIFE & ACCIDENT INSURANCE	12/15/2022	Regular	0.00	163.00	123016

Check Report

Date Range: 12/09/2022 - 12/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
944	GRAINGER, INC.	12/15/2022	Regular	0.00	1,589.62	123017
3456	GUSTIN HARDWARE INC.	12/15/2022	Regular	0.00	112.66	123018
	Void	12/15/2022	Regular	0.00	0.00	123019
214	HART'S TRUSTWORTHY HARDWARE	12/15/2022	Regular	0.00	437.32	123020
	Void	12/15/2022	Regular	0.00	0.00	123021
	Void	12/15/2022	Regular	0.00	0.00	123022
5531	HEARST TELEVISION	12/15/2022	Regular	0.00	540.04	123023
3383	INSURANCE SERVICES OF NEW MEXICO	12/15/2022	Regular	0.00	50.00	123024
3712	JOHNSTON, DANIELLE	12/15/2022	Regular	0.00	190.00	123025
5602	LA HACIENDA LATH & PLASTER LLC	12/15/2022	Regular	0.00	3,198.75	123026
4745	LANGELL, GAIL	12/15/2022	Regular	0.00	190.00	123027
1630	LAW ENFORCEMENT SYSTEMS, INC.	12/15/2022	Regular	0.00	152.00	123028
2291	LOBO INTERNET SERVICES LTD	12/15/2022	Regular	0.00	280.00	123029
5621	MAGOURILOS, FRANK G.	12/15/2022	Regular	0.00	1,583.00	123030
3729	MARLIN BUSINESS BANK	12/15/2022	Regular	0.00	257.52	123031
721	MORIARTY FOODS	12/15/2022	Regular	0.00	80.93	123032
3460	MY STORAGE	12/15/2022	Regular	0.00	40.00	123033
5267	NEW MEXICO SALT & MINERALS	12/15/2022	Regular	0.00	4,793.98	123034
4464	NM APPARATUS LLC	12/15/2022	Regular	0.00	1,427.33	123035
VEN01102	NM Local Government Law, LLC	12/15/2022	Regular	0.00	4,452.54	123036
5307	NUBE GROUP	12/15/2022	Regular	0.00	205.29	123037
4953	OTIS, LYNDI	12/15/2022	Regular	0.00	278.00	123038
4556	PEREA, JAYDE	12/15/2022	Regular	0.00	12,026.30	123039
5514	PERSONNEL EVALUATION INC.	12/15/2022	Regular	0.00	40.00	123040
681	PICTOMETRY INTERNATIONAL CORP	12/15/2022	Regular	0.00	35,565.90	123041
1334	PITNEY BOWES BANK INC PURCHASE POWER	12/15/2022	Regular	0.00	2,000.00	123042
2015	PLATEAU WIRELESS	12/15/2022	Regular	0.00	11,988.10	123043
2062	POWER PHONE INC	12/15/2022	Regular	0.00	4,865.76	123044
3858	PRESBYTERIAN MEDICAL SERVICES	12/15/2022	Regular	0.00	15,004.00	123045
3859	PRUDENTIAL OVERALL SUPPLY	12/15/2022	Regular	0.00	2,012.99	123046
3462	SAMBA HOLDINGS, INC.	12/15/2022	Regular	0.00	823.23	123047
VEN01120	Sarno, Jacob Lane	12/15/2022	Regular	0.00	296.30	123048
4507	SEDILLO, SOPHIA	12/15/2022	Regular	0.00	5,002.30	123049
5426	SENERGY PETROLEUM, LLC	12/15/2022	Regular	0.00	1,253.13	123050
5337	SOUTHWEST AMBULANCE SALES, LLC.	12/15/2022	Regular	0.00	227,140.47	123051
3331	SOUTHWEST PROPANE LLC	12/15/2022	Regular	0.00	597.31	123052
3978	STAPLES BUSINESS ADVANTAGE	12/15/2022	Regular	0.00	24.60	123053
1243	STAPLES NATIONAL ADVANTAGE	12/15/2022	Regular	0.00	350.48	123054
5539	SUMMITT FIRE & SECURITY LLC	12/15/2022	Regular	0.00	3,667.11	123055
5296	THE MASTER'S TOUCH, LLC.	12/15/2022	Regular	0.00	100.80	123056
5605	TRANSWORLD NETWORK CORP.	12/15/2022	Regular	0.00	85.90	123057
1314	TRIADIC INC.	12/15/2022	Regular	0.00	23,606.79	123058
5339	US BANK CORPORATE PAYMENT SYSTEM	12/15/2022	Regular	0.00	21,643.60	123059
	Void	12/15/2022	Regular	0.00	0.00	123060
VEN01116	US Corrections, LLC	12/15/2022	Regular	0.00	4,674.00	123061
5659	Voyles, Vicki	12/15/2022	Regular	0.00	29.00	123062
1	WAGNER EQUIPMENT CO.	12/15/2022	Regular	0.00	6,406.13	123063
2858	WASTE MANAGEMENT OF NM INC.	12/15/2022	Regular	0.00	3,422.88	123064
5591	WIDNER, LANDON	12/15/2022	Regular	0.00	413.30	123065
810	WILLARD, VILLAGE OF	12/15/2022	Regular	0.00	112.36	123066
3823	WITMER PUBLIC SAFETY GROUP	12/15/2022	Regular	0.00	2,586.08	123067
329	WS DARLEY & CO	12/15/2022	Regular	0.00	3,510.00	123068
419	AFLAC	12/22/2022	Regular	0.00	2,749.98	123069
66	ALBUQUERQUE PUBLISHING CO.	12/22/2022	Regular	0.00	344.37	123070
5450	AMAZON BUSINESS	12/22/2022	Regular	0.00	129.80	123071
5450	AMAZON BUSINESS	12/22/2022	Regular	0.00	259.60	123072
5450	AMAZON BUSINESS	12/22/2022	Regular	0.00	97.98	123073
4818	AMBITIONS TECHNOLOGY GROUP LLC	12/22/2022	Regular	0.00	13,714.67	123074
182	AUTOMATED ELECTION SERVICES	12/22/2022	Regular	0.00	232.09	123075
5408	BANK OF AMERICA	12/22/2022	Regular	0.00	3,747.27	123076
5612	BLUE SKY UPFITTING, LLC	12/22/2022	Regular	0.00	754.95	123077

Check Report

Date Range: 12/09/2022 - 12/22/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1405	BNY MELLON - AS TRUSTEE: SFCAD	12/22/2022	Regular	0.00	2,660.00	123078
5604	BRAYCON COMPANIES, LLC	12/22/2022	Regular	0.00	2,856.15	123079
4430	CATERPILLAR FINANCIAL SVCS CORP.	12/22/2022	Regular	0.00	122,190.23	123080
106	CENTRAL NM ELECTRIC COOP.	12/22/2022	Regular	0.00	9,226.67	123081
	Void	12/22/2022	Regular	0.00	0.00	123082
4270	COLONIAL LIFE	12/22/2022	Regular	0.00	155.38	123083
5416	CRYSTAL SPRINGS	12/22/2022	Regular	0.00	73.24	123084
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	547.45	123085
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	333.05	123086
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	367.82	123087
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	270.84	123088
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	676.34	123089
4383	DE LAGE LANDEN FINANCIAL SERVICE	12/22/2022	Regular	0.00	284.41	123090
4834	DELTA DENTAL OF NEW MEXICO INC	12/22/2022	Regular	0.00	4,938.99	123091
2293	DIRECT CREMATION AND BURIAL SERV	12/22/2022	Regular	0.00	600.00	123092
4705	DOUBLE H AUTO	12/22/2022	Regular	0.00	180.49	123093
4979	DT AUTOMOTIVE	12/22/2022	Regular	0.00	1,565.00	123094
1350	ESRI	12/22/2022	Regular	0.00	4,211.56	123095
1862	GALLS LLC	12/22/2022	Regular	0.00	105.80	123096
5019	GLOBE LIFE & ACCIDENT INSURANCE	12/22/2022	Regular	0.00	163.00	123097
5456	GREEN VALLEY PEST MANAGEMENT	12/22/2022	Regular	0.00	80.91	123098
214	HART'S TRUSTWORTHY HARDWARE	12/22/2022	Regular	0.00	84.64	123099
4846	HORIZONS OF NEW MEXICO	12/22/2022	Regular	0.00	179.91	123100
5677	Hunt, Soren G	12/22/2022	Regular	0.00	25.00	123101
2630	INDEPENDENT NEWS LLC	12/22/2022	Regular	0.00	1,620.93	123102
4339	LIBERTY NATIONAL LIFE INSURANCE	12/22/2022	Regular	0.00	1,139.82	123103
3111	MASTER, TRACEY	12/22/2022	Regular	0.00	795.00	123104
721	MORIARTY FOODS	12/22/2022	Regular	0.00	90.81	123105
4987	NEW YORK LIFE	12/22/2022	Regular	0.00	107.00	123106
195	NM BOARD OF PHARMACY	12/22/2022	Regular	0.00	50.00	123107
1096	NM RETIREE HEALTH-CARE AUTHORI	12/22/2022	Regular	0.00	5,539.13	123108
5652	O'Dell, Samantha	12/22/2022	Regular	0.00	46.62	123109
5106	ORTIZ, ADRIAN	12/22/2022	Regular	0.00	3,616.69	123110
1711	POSITIVE PROMOTIONS	12/22/2022	Regular	0.00	411.83	123111
2021	PRE-PAID LEGAL SERVICES, INC	12/22/2022	Regular	0.00	186.38	123112
4832	PRESBYTERIAN HEALTH PLAN	12/22/2022	Regular	0.00	83,130.95	123113
5100	PRESBYTERIAN MEDICAL SERVICES	12/22/2022	Regular	0.00	1,666.66	123114
3702	PROFESSIONAL DOCUMENT SYSTEMS	12/22/2022	Regular	0.00	846.00	123115
4843	RELIANCE STANDARD DISABILITY	12/22/2022	Regular	0.00	1,377.35	123116
4835	RELIANCE STANDARD LIFE INSURANCE	12/22/2022	Regular	0.00	2,258.42	123117
4844	RELIANCE STANDARD VISION	12/22/2022	Regular	0.00	1,231.72	123118
5426	SENERGY PETROLEUM, LLC	12/22/2022	Regular	0.00	2,402.23	123119
3978	STAPLES BUSINESS ADVANTAGE	12/22/2022	Regular	0.00	1,901.40	123120
2781	SUPERIOR AMBULANCE	12/22/2022	Regular	0.00	1,408.51	123121
VENO1124	TAYLOR KYRA N	12/22/2022	Regular	0.00	59.40	123122
1335	TORRANCE COUNTY	12/22/2022	Regular	0.00	72.98	123123
1	WAGNER EQUIPMENT CO.	12/22/2022	Regular	0.00	1,609.77	123124
2787	WASHINGTON NATIONAL INSURANCE CO	12/22/2022	Regular	0.00	79.96	123125
3498	WESTERN TRAILS VETERINARY INC.	12/22/2022	Regular	0.00	148.50	123126
3823	WITMER PUBLIC SAFETY GROUP	12/22/2022	Regular	0.00	651.96	123127
5380	VOYA HOLDINGS, INC.	12/22/2022	Bank Draft	0.00	1,615.55	DFT0000191
233	PUBLIC EMPLOYEES RETIREMENT	12/22/2022	Bank Draft	0.00	46,407.48	DFT0000192
448	NM TAXATION & REVENUE	12/22/2022	Bank Draft	0.00	6,113.52	DFT0000193
1656	INTERNAL REVENUE SERVICE	12/22/2022	Bank Draft	0.00	38,415.12	DFT0000194
233	PUBLIC EMPLOYEES RETIREMENT	12/20/2022	Bank Draft	0.00	94.38	DFT0000196
448	NM TAXATION & REVENUE	12/20/2022	Bank Draft	0.00	21.56	DFT0000197
1656	INTERNAL REVENUE SERVICE	12/20/2022	Bank Draft	0.00	122.46	DFT0000198
448	NM TAXATION & REVENUE	12/20/2022	Bank Draft	0.00	6.04	DFT0000200
1656	INTERNAL REVENUE SERVICE	12/20/2022	Bank Draft	0.00	33.62	DFT0000201
5380	VOYA HOLDINGS, INC.	12/21/2022	Bank Draft	0.00	150.00	DFT0000205
233	PUBLIC EMPLOYEES RETIREMENT	12/21/2022	Bank Draft	0.00	71.64	DFT0000206

Check Report

Date Range: 12/09/2022 - 12/22/2022

Vendor Number
1656

Vendor Name
INTERNAL REVENUE SERVICE

Payment Date
12/21/2022

Payment Type
Bank Draft

Discount Amount
0.00

Payment Amount
51.10

Number
DFT0000207

Bank Code Main Checking Summary

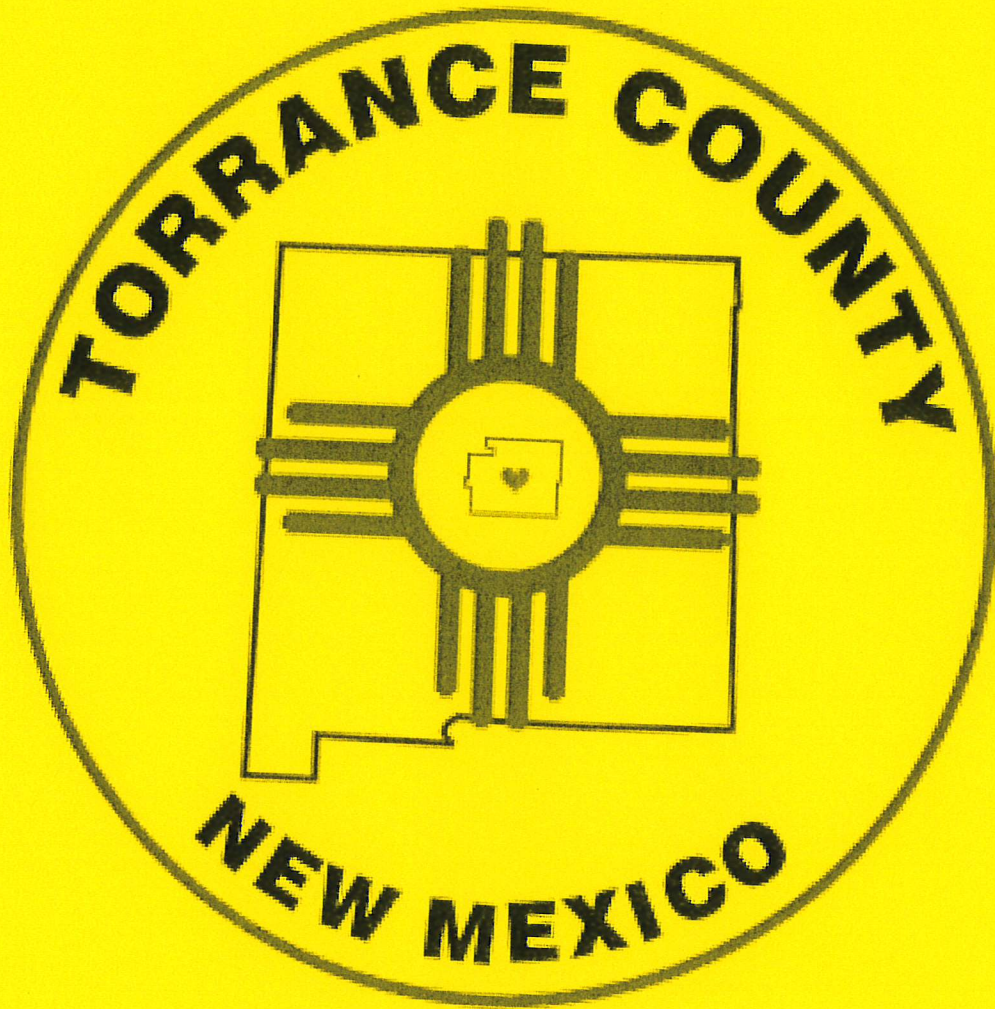
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	301	144	0.00	977,085.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	12	12	0.00	93,102.47
EFT's	14	14	0.00	3,969,994.69
	327	177	0.00	5,040,182.99

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	301	144	0.00	977,085.83
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	12	12	0.00	93,102.47
EFT's	14	14	0.00	3,969,994.69
	327	177	0.00	5,040,182.99

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2022	5,040,182.99
			5,040,182.99



*Agenda Item
No. 9-B*



Torrance County

Planning & Zoning

PO Box 48

205 S. 9th Street

Estancia, NM 87016

(505) 544-4393 Main Line (505) 384-5294 Fax

www.torrancecountynm.org

2023 Planning & Zoning Board Meeting Schedule

Pursuant to NMSA Chapter 10, Article 15, OPEN MEETINGS, Torrance County announces meeting dates as follows for the year 2023

<u>Application Submission Deadline</u>		<u>Meeting date</u>
December 8, 2022	for	January 4, 2023
January 5, 2023	for	February 1, 2023
February 2, 2023	for	March 1, 2023
March 2, 2023	for	April 5, 2023
April 6, 2023	for	May 3, 2023
May 4, 2023	for	June 7, 2023
June 8, 2023	for	July 5, 2023
July 6, 2023	for	August 2, 2023
August 3, 2023	for	September 6, 2023
September 7, 2023	for	October 4, 2023
October 5, 2023	for	November 1, 2023
November 2, 2023	for	December 6, 2023
December 7, 2023	for	January 3, 2024

Complete applications must be received by the **submission deadline** according to the schedule above in order to be placed on the agenda for the subsequent meeting.

Please note: If there are not enough action items on the agenda, the meeting may be cancelled. Cancellation notices will appear in the Independent

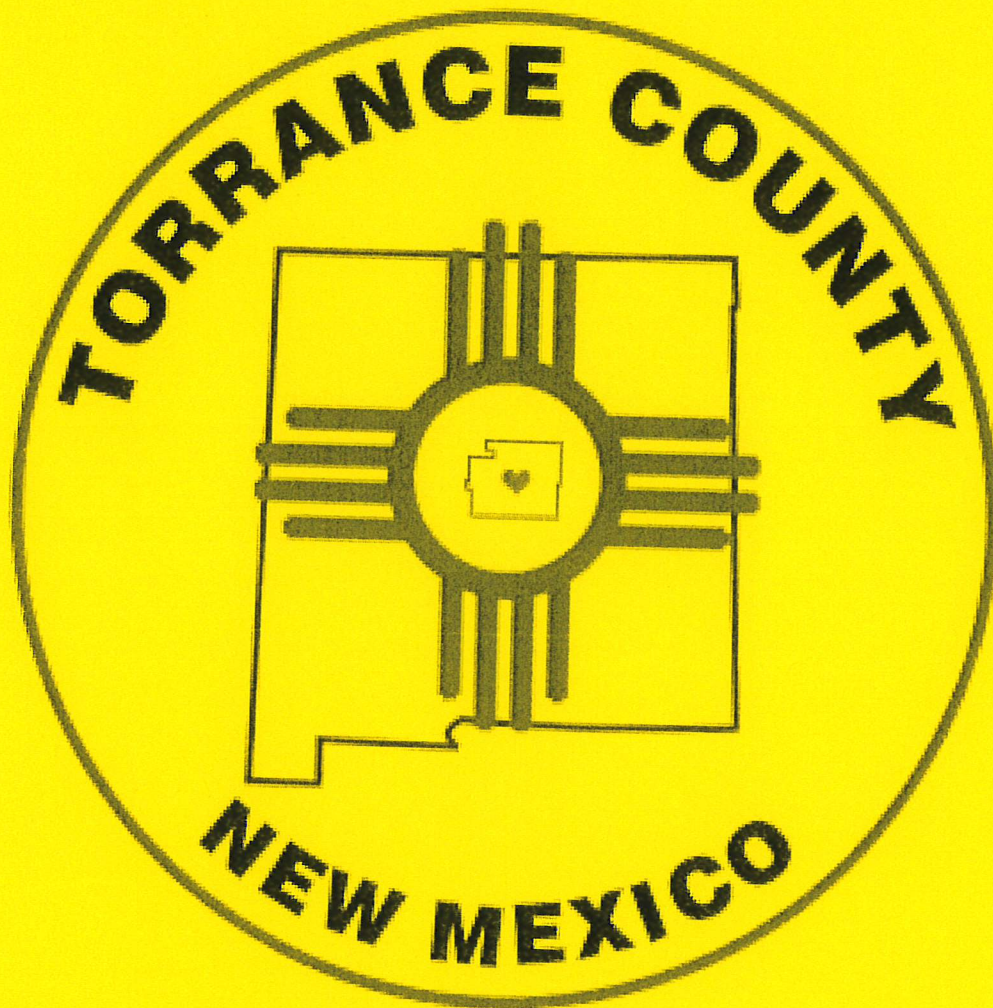
7 **2023 P&Z Meeting Schedule**

Action: Recommendation to County Commission
Agent: Don Goen- Planning & Zoning Director

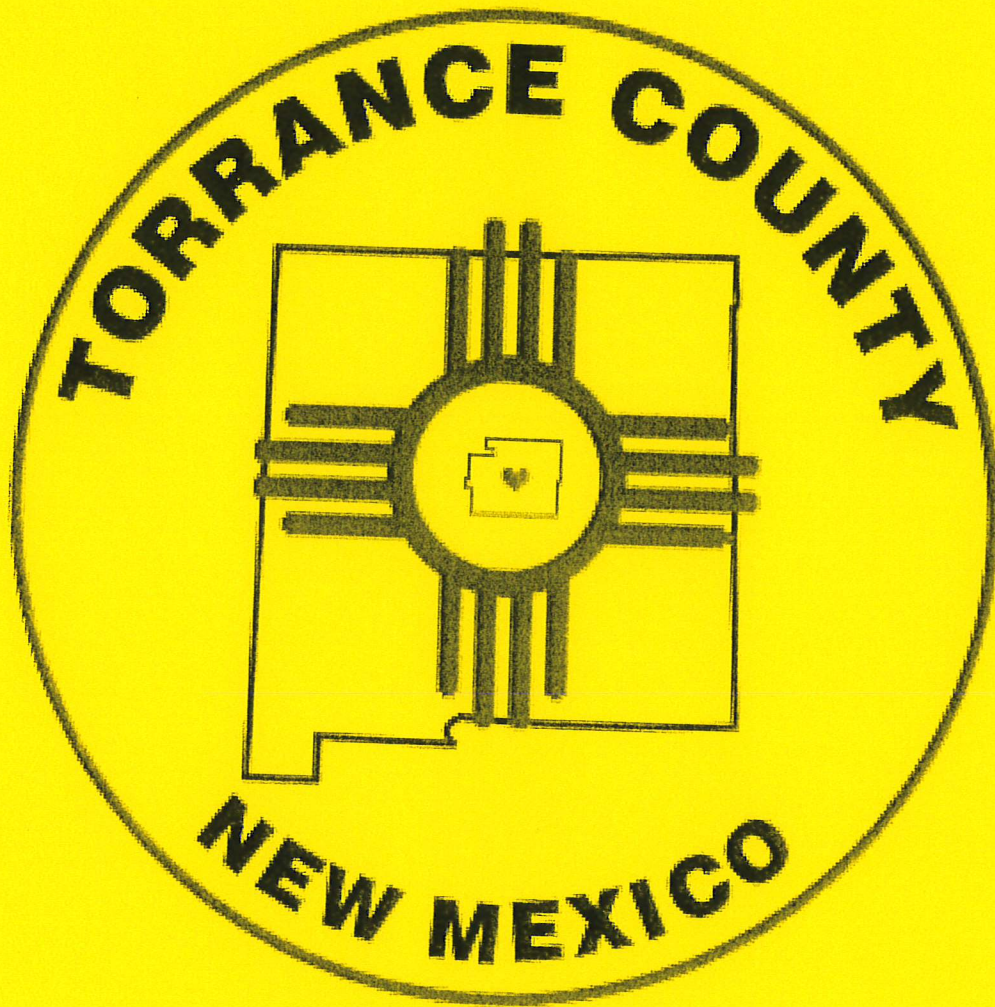
Chairman Frost introduced agenda item # 7, the **P&Z Schedule**. **Director Goen** stated This would be a recommendation to the County Commission in regards to the Meeting Schedule for the Planning & Zoning Board for the year **2023**. It is straight forward. Meetings are the first Wednesday of every month, submissions are the first Thursday and there are no conflicts with any Holidays. **Vice Chairman DuCharme** made a **motion** to approve. **Mrs. Langell** seconded the **motion**.

Roll Call: Vice Chairman DuCharme: Aye, Ms. Johnston: Aye, Mrs. Langell: Aye, Chairman Frost: Aye; Motion carried

DRAFT



*Agenda Item
No. 10*



*Agenda Item
No. 11-A*

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

**A RESOLUTION DEEMING THE TORRANCE COUNTY CLERK YVONNE OTERO
TO HAVE ABANDONED HER POSITION BY ABSENTING HERSELF FROM WORK
FOR MORE THAN 30 SUCCESSIVE DAYS**

The Board of County Commissioners convened an Executive Session during its December 15, 2022 Regular Meeting to review facts concerning the Torrance County Clerk Yvonne Otero's continued absence from work since September of 2022, and the following facts were found to be true:

Whereas, the Torrance County Clerk is an elected official, elected by the residents of Torrance County; and,

Whereas, that office assumes with it a solemn trust toward both the public and to employees of that office; and,

Whereas, Torrance County Clerk Yvonne Otero was previously censured October 12, 2022, for workplace misconduct and for neglecting her official duties as clerk; and,

Whereas, even before that Censure, Yvonne Otero has absented herself from work, with July of 2022 being the last date her card key was used to open the main doors of her office; and,

Whereas, a review of her computer activity at home reveals that the last time her work laptop computer was connected to the Torrance County network was February 28, 2022 and the last time it registered as being turned on was September 17, 2022; and,

Whereas, a review of her desktop computer at work reveals one login November 23, 2022, though by a subordinate employee; and,

Whereas, a review of her work cell phone reveals minimal activity since September of 2022; and,

Whereas, upon information and belief Yvonne Otero has engaged in other private employment; and,

Whereas, the last date Yvonne Otero was seen at the Torrance County Clerk's office was September 28, 2022; and,

Whereas, NMSA 1978, § 10-6-3 provides that an "an incumbent of any public office" who "shall fail for a period of thirty successive days or more to devote his time to the usual and normal extent during ordinary working hours to the performance of the duties of such public office and employment, shall be deemed to have resigned from and to have permanently abandoned his public office and employment."

IT IS HEREBY RESOLVED THAT: The Torrance County Clerk Yvonne Otero is hereby deemed to have resigned from and to have permanently abandoned her public office and employment as the Torrance County Clerk effective October 31, 2022.

DONE THIS ___ DAY OF December, 2022.

APPROVED AS TO FORM ONLY:
COMMISSIONERS

BOARD OF COUNTY

County Attorney Date

Ryan Schwebach, Chair, District 2

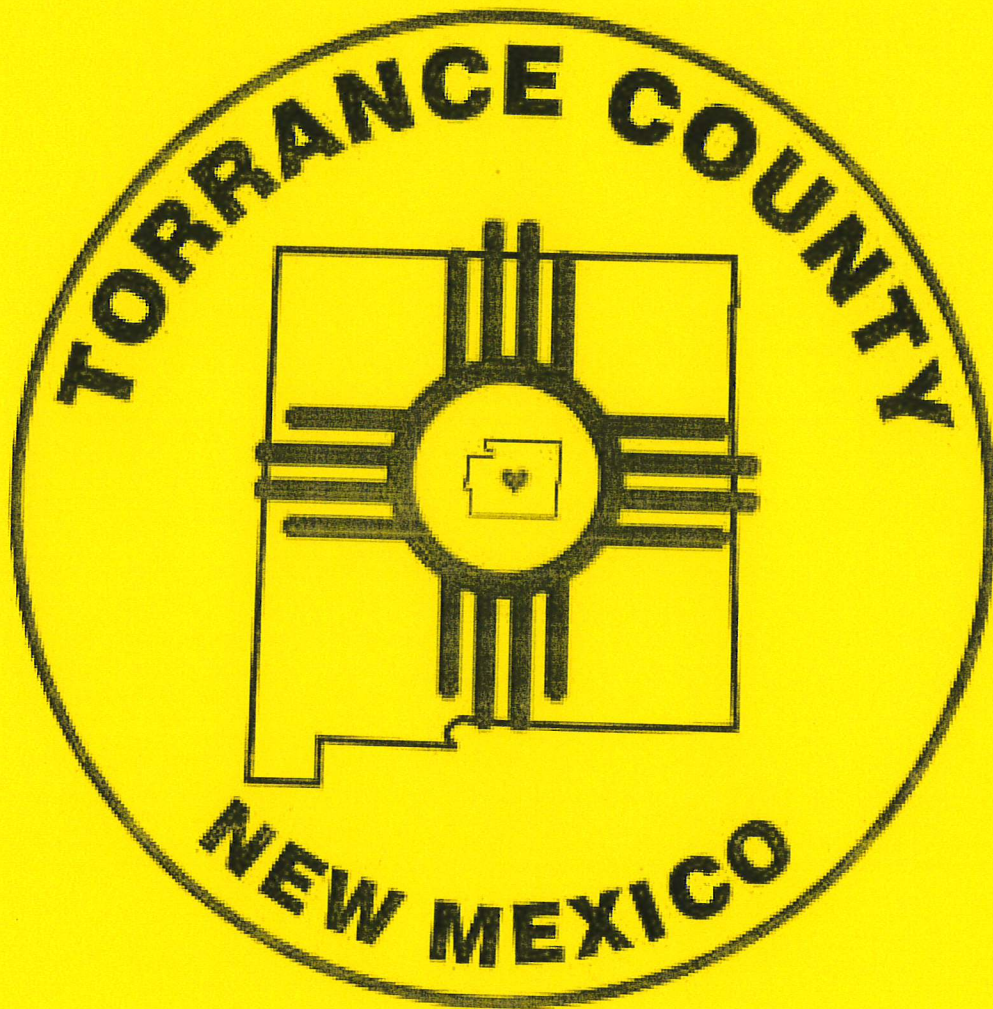
LeRoy M. Candelaria, Vice Chair, District 3

Kevin McCall, Member, District 1

ATTEST:

Sylvia Chavez, Deputy County Clerk

Date: _____



*Agenda Item
No. 11-B*

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

**ACCEPTANCE OF AGREEMENT FOR APPROPRIATION 22-ZG1016-65
FOR THE LAW ENFORCEMENT RECRUITMENT FUND (LERF)**

WHEREAS, in the provisions of Section 36 of HB68, the Department of Finance and Administration, hereinafter called "DFA," has made an appropriation available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the DFA is granting to Grantee funding not to exceed Ninety Three Thousand Seven Hundred and Fifty Dollars (\$93,750.00) to provide retention differential disbursements to those law enforcement officers who remain employed with the Torrance County Sheriff's Office for an additional year upon reaching (4), nine (9), 14, and 19 consecutive years of employment as a law enforcement officer.

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

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

DONE THIS 28th DAY OF December, 2022.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair, District 2

LeRoy M. Candelaria, Vice Chair, District 3

Kevin McCall, Member, District 1

ATTEST:

Yvonne Otero, County Clerk

Date: _____

RECIPIENT:

Torrance County

APPROPRIATION NUMBER:

ALLOCATION AMOUNT:

REVERSION DATE:

22-ZG1016-65

\$93,750.00

June 30, 2023

ALLOCATION PURPOSE

Ninety Three Thousand Seven Hundred Fifty Dollars and Zero Cents over three years to be utilized in accordance with the provisions of HB68. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$37,500 the first year, 50% up to \$37,500 the second year, and 25% up to \$18,750 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2023; the second 50% disbursement will be made in July 2023 to be expended by June 30, 2024; and the last disbursement of 25% will be made in July 2024 to be expended by June 30, 2025. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for the eligible activities defined in HB68.

CERTIFICATION

I hereby certify that the **Torrance County**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Local Law Enforcement Agency

Date

Authorized Local Governing Body Authority

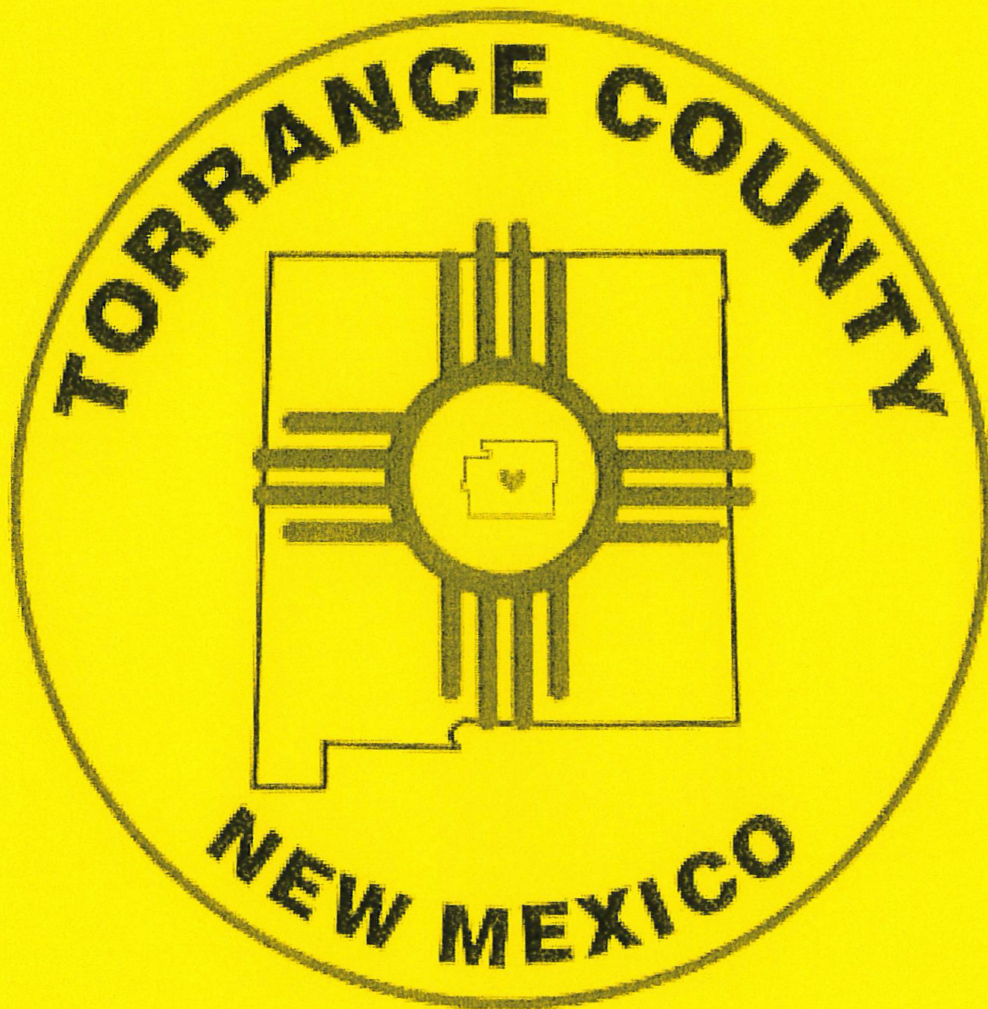
Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 22-ZG1016-65 in the amount of \$93,750.

Local Government Division Director

Date



*Agenda Item
No. 12-A*

PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EYVFC)
Restorative Justice Facilitator Training Services in the Estancia Valley

THIS AGREEMENT is made and entered into by and between the County of Torrance, hereinafter referred to as the "County," and Jeannette Martinez, 1041 Marcella St. NE, Albuquerque, NM 87112, 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 commence upon contract terms being reached according to coaching time commitment as outlined in Description Justice included within the Statement of Work.

2. Statement of Work

A. 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.

B. "Once the trauma responsive care training is offered by CYFD and the contractor becomes trained in that required time frame, 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."

3. **Limitation of Cost and Compensation**

A. The total amount made payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine thousand, nine hundred dollars and zero cents \$9,900.00 (Breakdown is \$2,400 for the 16-hour Restorative Justice training, plus \$7,500 for program coaching/training/development at \$150.00 per hour x 50 hours for a total of 10 Restorative Justice cases at 5 hours per case). 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 is included in this Agreement. 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.

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 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. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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: Jeannette Martinez, 1041 Marcella St. NE, Albuquerque, NM 87112

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: Jeannette Martinez
Address: 1041 Marcella St. NE, Albuquerque, NM 87112

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 28th day of December 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:

Yvonne Otero, County Clerk

Attachment 1 – Statement of Work

Torrance County

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Restorative Justice “Trainer,” herein after known as “Trainer” or “Contractor,” for the Restorative Justice Program, hereinafter referred to as “Program,” administered in the Estancia Valley, New Mexico, that serves youth ages 10-18 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a stakeholder associated with our Juvenile Justice Board, the Estancia Valley Youth and Family Council (EYVFC), to be at such risk or who could benefit from the Program. The Program shall utilize conferencing from evidenced-based models for Restorative Justice Practices and approved for services by Children, Youth and Families Department (CYFD) and serves to empower at-risk youth 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.

ESSENTIAL FUNCTIONS

Duties and Responsibilities of the Restorative Justice (RJ) Trainer

The contractor will support the Torrance County Juvenile Justice Board in creating and sustaining a Restorative Justice Program. This will include program design and development, training and coaching, program evaluation and management. Training on Restorative Justice Models/Principles will occur over a 2-day period for up to 20 participants. For those that complete the RJ Training, certificates will be issued, and successful completion does qualify people to participate in RJ work, if desired.

The Trainer will train, lead, guide, co-facilitate, and provide direction and support as needed to enable the Restorative Justice Facilitator to complete the required tasks associated with running and maintaining a successful RJ Program as outlined in our CYFD grant agreement. Restorative Justice Facilitator tasks include:

1. Fulfills all goals, objectives, and activities of the RJ 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 monthly updates to the EYVFC at a regularly scheduled board meeting or upon proper written notice.
2. Each RJ Case shall run for a total of up to 5 hours.
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. Complete a Youth Exit Survey and a Staff Exit Survey for each youth and submit to the coordinator to be recorded into an approved CYFD platform upon completion of each program and will maintain a hardcopy on file for audit purposes.
7. Conduct meetings/calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the expectations/progress of their participating child.
8. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
9. Upon successful completion of the Program, and obtain an evaluation form from each participant.
10. Inclusion and reference the CYFD and EVYFC logo in any correspondence and media communications.
11. Collect the following demographics, core measures, and performance measurements for each participant via a "New Youth Form":

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.

Description of Project

Circle of Justice is a consulting collaboration that was created to promote restorative justice practices and create access to services to the broadest number of people possible. Restorative justice, also known as healing justice, is a balanced approach to conflict resolution which draws from the strengths and wisdom of everyone impacted by a conflict to develop a healthy way forward.

From supporting communities as they respond to crime or crisis and consulting with work places to manage change and conflict to working side-by-side with individual families, Circle of Justice's core values of respect, empathy, creativity, and integrity stand out across all service components.

Our customized services include:
Building Restorative Justice Programs
Circle and Conferencing
Victim/Offender Mediation
Training and Professional Development

Together Circle of Justice aims to support the EVYFC in creating and sustaining restorative approaches to conflict:

1. Training and Coaching
2. Program design and development
3. Program evaluation and project management

The Trainer will provide 2 days training and follow-up onboarding support.

With the commitment to a collaborative program design, training and coaching on the use of restorative justice practices, and ongoing evaluation and coaching to reach fidelity to the restorative justice process.

Program Support

The program will provide Restorative Justice interventions with youth, which will provide them with positive tools to end violence and other criminal behaviors. The goals are to change and repair the relationships between the youth and the communities

they have harmed, to teach them that caring and accountability go hand in hand, to demonstrate that personal power can be used in constructive ways.

To provide knowledge and skill base regarding:

- How a restorative program will be administered to implement all the principles of restorative justice and circle process.
- How the offending youth will acquire the tools to avoid future offending,
- Understanding of the harm caused and how individuals and community will be engaged to participate in the Circle/Conference process and the implementation of the reparation of the harm by supporting the offending youth in their efforts to complete the requirements of the ultimate agreement of the participants.

Required Services

- Assist with Restorative Justice Circles/Conferences/dialogues (up to 10, as monetary resources permit).
- Assist with client service management and maintenance of client files to include:
 - Process all new clients to include orientation to the “rules” and requirements of the Restorative Practices program;
 - Complete all documentation necessary upon a client’s entry into the program to include all required signatures and agreements;
 - Maintain client files along with documentation of all meetings, sessions of preparation, documentation of actual circles/conferences/dialogues, any agreements created, how the agreements will be fulfilled, progress toward fulfillment of agreements, completion of agreements;
 - Document all training of associated agencies, community contacts and any volunteer participants;
 - Conduct exit surveys of all participants regarding their experience and the impact of the process;
 - Produce reports as required by the Board.

Attachment 2 – Budget

<p>Program Design and Development:</p> <p>Goal: Increase understanding about the Restorative Justice Model that makes the most sense for Torrance County.</p> <p>Activity: Train up to 20 participants for 16 hours on Restorative Justice models & principles.</p> <p>Time Commitment: 16 hours.</p>	\$2,400
<p>Coaching:</p> <p>Goal: Onboard and build knowledge, competency, and confidence wit the restorative justice process.</p> <p>Activity: Co-facilitate, debrief, support, provide ongoing technical support to include meeting, phone, email, Zoom (other agreed upon remote meeting application) with the Torrance County Restorative Justice Facilitator.</p> <p>Time Commitment: 10 Restorative Justice cases @ 5 hours each for a total of 50 hours.</p>	\$7,500
<p>TOTAL PROGRAM BUDGET (includes gross receipt tax)</p>	\$9,900

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*.

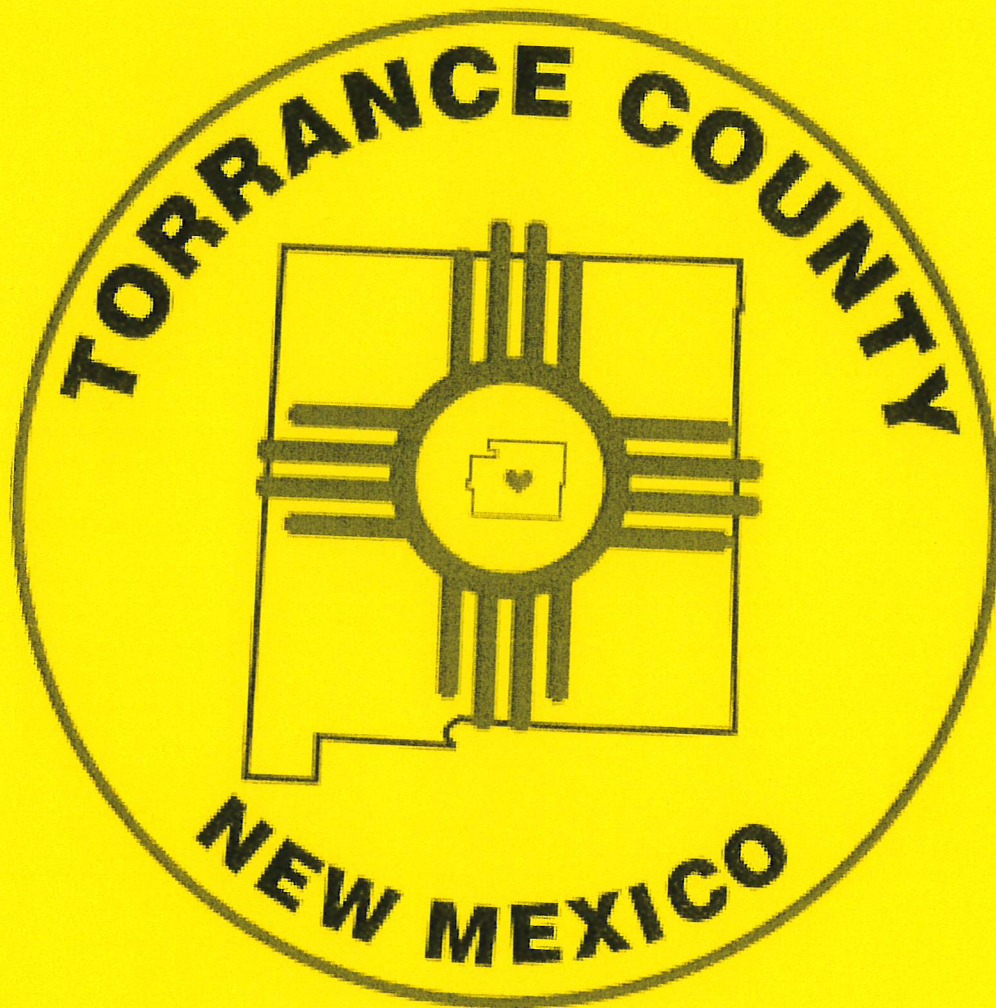
To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and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

Amendment No. 4

PROFESSIONAL SERVICES CONTRACT FOR TORRANCE COUNTY

RFP TC-FY20-03

Juvenile Justice Continuum Coordinator

THIS AMENDMENT is entered by and between the County of Torrance, hereinafter referred to as "County," and Rebecca Armstrong, owner VIA Homes & Development, LLC, hereinafter referred to as the "Contractor."

1. Contractor agrees she shall abide by the budget established by the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," within the Continuum of Graduated Sanctions Agreement and its approval of Juvenile Justice Continuum Coordinator wage increase to \$31/hour for a contracted Juvenile Justice Continuum Coordinators with 2-5 years of experience.
2. **Section 3. Limitation of Cost** of this Agreement is hereby amended to delete the current language and insert in lieu thereof the following:

The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax but including expenses for travel to designated meetings and trainings, shall not exceed forty-four thousand, eight hundred and fifty seven dollars and zero cents (**\$44,857**) for any fiscal year period and as approved by CYFD.

3. **Section 4. Compensation** of this Agreement is hereby amended to delete the current language of Subsection a. and insert in lieu thereof the following:
 - a. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$43,752.00.00 for a 12 month period and as approved by CYFD. Payments shall only be made as outlined in the budget which is made part of this Amendment as "**Attachment 1 – Budget.**" This amount is a maximum and not guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

IN WITNESS WHEREOF, the County and the Contractor have caused this Amendment to be executed and to become effective when signed by both parties.

By: _____ Date: _____
Contractor

Printed Name: Rebecca Armstrong, owner VIA Homes & Development, LLC,
Address: 8 Mesa Linda Drive, Edgewood, NM 87015

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 28th day of December 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

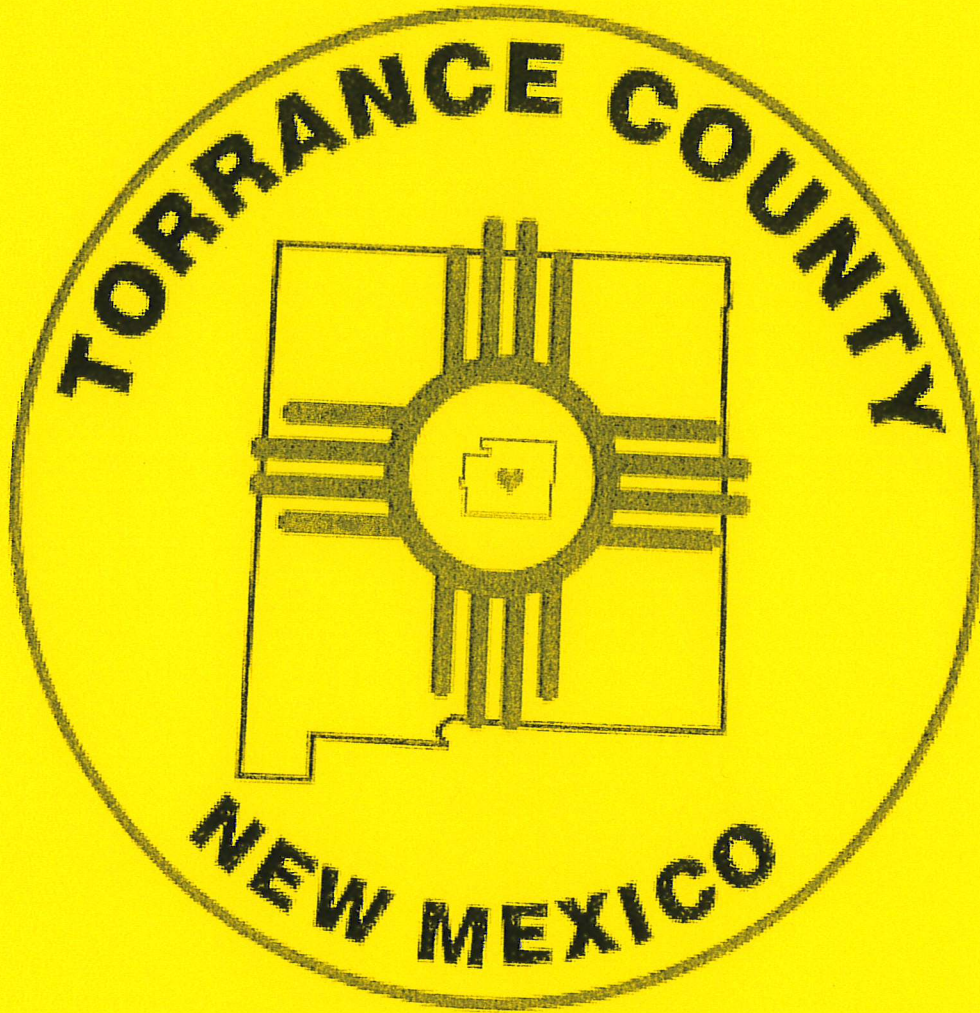
Attest:

Yvonne Otero, County Clerk

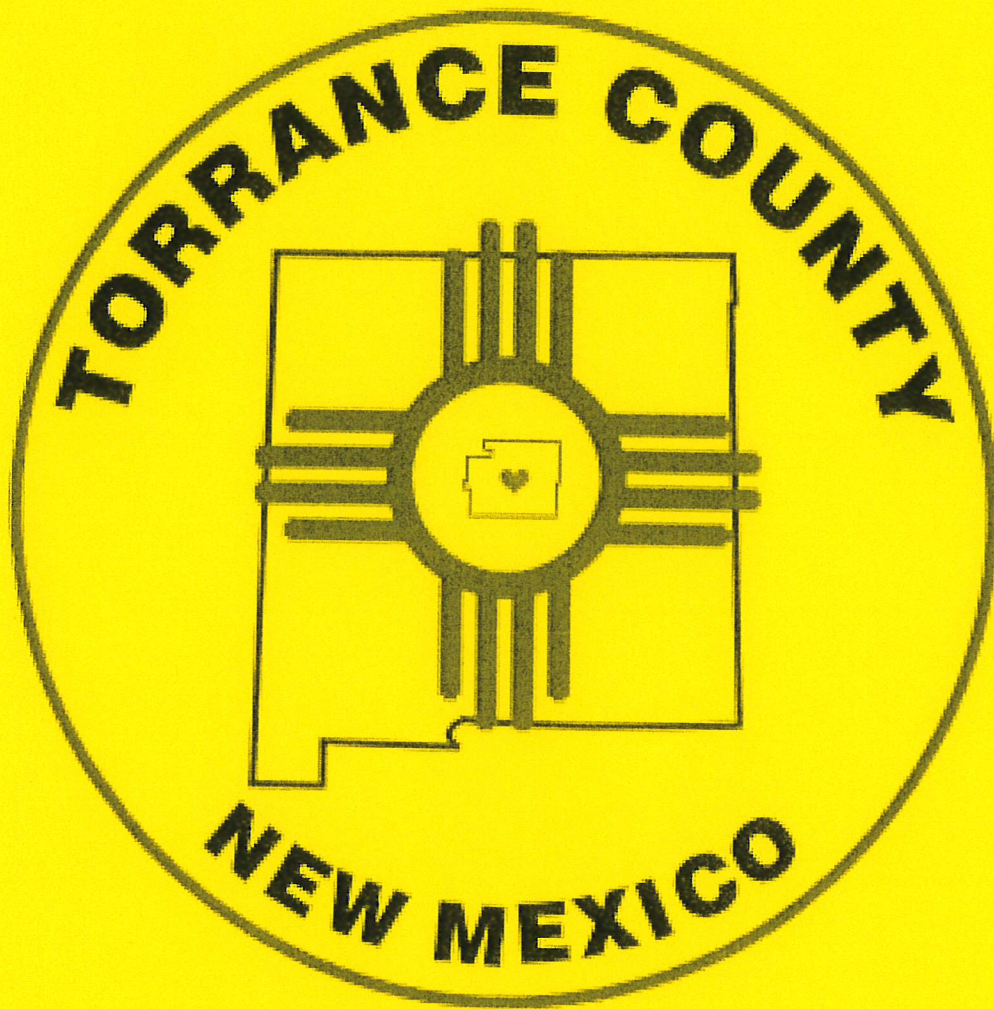
Attachment 1 - Budget

Torrance County

Continuum Activities	
Continuum Coordinator	
\$22 x 822 hours	\$18,084.00
\$31 x 828 hours	\$25,668.00
Continuum Coordinator Annual Total:	\$43,752.00
Travel	\$1,105.00
Total Budget for FY2023	\$44,857.00



*Agenda Item
No. 12-C*



*Agenda Item
No. 12-D*



JOHN SHOMAKER & ASSOCIATES, INC.
 WATER-RESOURCE AND ENVIRONMENTAL CONSULTANTS
 2611 Broadbent Parkway NE, Albuquerque, NM 87107
 505-345-3407 • www.shomaker.com

Torrance County
 PO Box 48
 Estancia, NM 87106-0048

INVOICE

Number

2207729.101

Date

JUL 13 2022

In Reference To: Geohydrological svcs; PO#37049

<u>Fees: thru 6/30/22</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Estancia Basin quarterly groundwater monitoring			
Senior Hydrogeologist/Hydrologist/Geochemist	13.25	130.00	1,722.50
GIS/AutoCAD Analyst	17.25	90.00	1,552.50
Staff Hydrogeologist Level II	12.5	90.00	1,125.00
Total Quarterly monitoring:			4,400.00
Estancia Basin water level report:			
Principal Hydrologist/Geochemist	2	175.00	350.00
Senior Hydrogeologist/Hydrologist/Geochemist	41.5	130.00	5,395.00
Staff Hydrogeologist Level I/Geologist	6.25	85.00	531.25
Report Specialist/Technical Editor	7.75	75.00	581.25
Project Coordinator	0.5	75.00	37.50
Project Assistant	0.5	50.00	25.00
Report Subtotal			6,920.00
Fee reduction, over budget		-1,320.00	-1,320.00
Total Report:			5,600.00
Expenses:			
GeoTech; Inv #682532		35.38	35.38
Enviro Design Products- well plug installed		85.60	85.60
Meals, half day, no overnight stay, @\$33.00/day for 1 day, for two geologists		66.00	66.00
Mileage, 368 @ \$0.60/mile		220.80	220.80
Postage; mail locks		9.45	9.45
Report materials/Reproduction costs		4.56	4.56
Total Expenses:			421.79
Torrance; Estancia Sales Tax		8.0625%	840.26
Total			\$11,262.05

JOHN SHOMAKER & ASSOCIATES, INC.

Erwin A. Melis, Ph.D., PG

Total

\$126.59 USD

Customer information

Shipping address

Kristina Goodnight

John Shomaker & Associates, Inc.

2611 Broadbent Pkwy NE

Albuquerque NM 87107

United States

Billing address

Kristina Goodnight

John Shomaker & Associates, Inc.

2611 Broadbent Pkwy NE

Albuquerque NM 87107

United States

Shipping method

UPS® Ground

Payment method

VISA ending with 0646 — **\$126.59**

- 85.60 funds invoice

40.99

If you have any questions, reply to this email or contact us at

sales@enviroidesignproducts.com



JOHN SHOMAKER & ASSOCIATES, INC.
 WATER-RESOURCE AND ENVIRONMENTAL CONSULTANTS
 2611 Broadbent Parkway NE, Albuquerque, NM 87107
 505-345-3407 • www.shomaker.com

INVOICE

Torrance County
 PO Box 48
 Estancia, NM 87106-0048

Number

2207729101A

Date

JUL 14 2022

In Reference To: Geohydrological svcs; PO#37049

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Fees: thru 6/30/22			
Additional data review			
Senior Hydrogeologist/Hydrologist/Geochemist	18.5	130.00	2,405.00
Staff Hydrogeologist Level II	2.5	90.00	225.00
Total Fees:			2,630.00
Torrance; Estancia Sales Tax		8.0625%	212.04
Total			\$2,842.04

JOHN SHOMAKER & ASSOCIATES, INC.

Erwin A. Melis, Ph.D., D.G.

Net 30 days: Interest at 1.5% per month will be charged on past due balances.

From: Enviro Design Products <sales@envirodesignproducts.com>
Sent: Thursday, February 24, 2022 2:39 PM
To: kgoodnight@shomaker.com
Subject: Order #100008272 confirmed

Torrance County



ORDER #100008272



Thank you for your purchase!

Hi Kristina, we're getting your order ready to be shipped. We will notify you when it has been sent.

[View your order](#)

or Visit our store

Order summary

	6" Torquer Locking Well Plug × 2	①	\$72.90	36.45
	5.5" Torquer Locking Well Plug × 1	①	\$37.98	37.98
	Subtotal		\$110.88	
	Shipping		\$15.71	11.17
	Taxes		\$0.00	
				<u>85.60</u>



Invoice

Geotech Environmental Equipment, Inc.
 2650 East 40th Avenue
 Denver, CO 80205
 Phone 303.320.4764 FAX 303.322.7242
 sales@geotechenv.com www.geotechenv.com
 Federal ID# 84-0753199

Invoice No: 682532
 Invoice Date: 04/21/2022
 Order No: 00632776
 Customer No: 000000320125
 Salesperson No: 206 REGION 6
 Account Terms: 1%-10/NET30
 Payment Method: PO
 Purchase Ord No: EBWPC
 Placed By: Erwin Melis

Bill To: **JOHN SHOMAKER & ASSOCIATES, INC**

2611 BROADBENT PARKWAY NE
 ALBUQUERQUE, NM 87107
 UNITED STATES OF AMERICA

Ship To: **JOHN SHOMAKER & ASSOCIATES, INC**

ATTN: ERWIN MELIS
 2611 BROADBENT PARKWAY NE
 ALBUQUERQUE, NM 87107
 UNITED STATES OF AMERICA

*TORRANCE
 COUNTY
 ESTANOLA BASIN*

Phone No: (505) 345-3407 Ext No:

Shipping Date	Ship Via	Bill Frt Carrier #	Location
03/17/2022	UPS GROUND		CO

Line No.	Item No.	Description	Quantity			Unit Price	Amount
			Required	Shipped	B.O.		
FOR 14 DAYS 3/17/22 THRU 4/7/22							
1	R8900000	RENTAL,MISCELLANEOUS	1	1		\$0.00	\$0.00
		1' OF CABLE FOR PT2X NO CHARGE RENTAL RENTAL UNIT #8015 RETURNED					
2	R8400032	RENTAL,SEA,COMM CABLE W/SOFT USB COMMUNICATION CABLE	1	1		\$0.00	\$0.00
		NO CHARGE RENTAL RENTAL UNIT #4200 RETURNED					

If you have questions, please contact us at (303) 320-4764.

Sale Amount	\$0.00
Shipping/Handling:	\$ 35.38
Sales Tax 0.00	\$0.00
Invoice Amount	\$35.38
Payment Applied	\$0.00
Amount Due	\$35.38

Cut on dotted line.

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

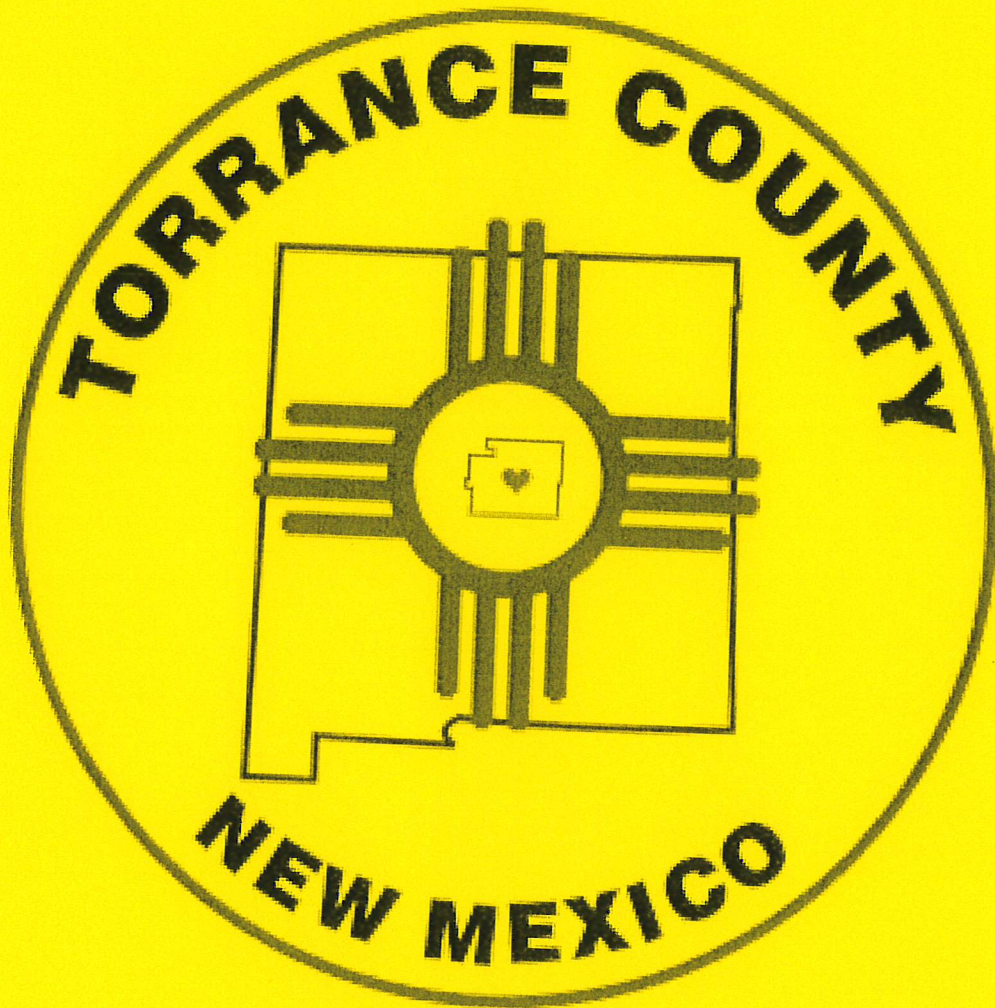
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Trans. #: 562059092	Priority Mail® Postage: \$9.45
Print Date: 04/25/2022	Total: \$9.45
Ship Date: 04/25/2022	
Expected Delivery Date: 04/26/2022	
From: ERWIN MELIS JOHN SHOMAKER & ASSOCIATES, INC. 2611 BROADBENT PKWY NE ALBUQUERQUE NM 87107-1664	Ref#: EBWP
To: RANDALL ROBERTS HYDRO RESOLUTIONS 3340 LOCKERBIE DR SE RIO RANCHO NM 87124-3642	

Torrance County
Estancia
Basin

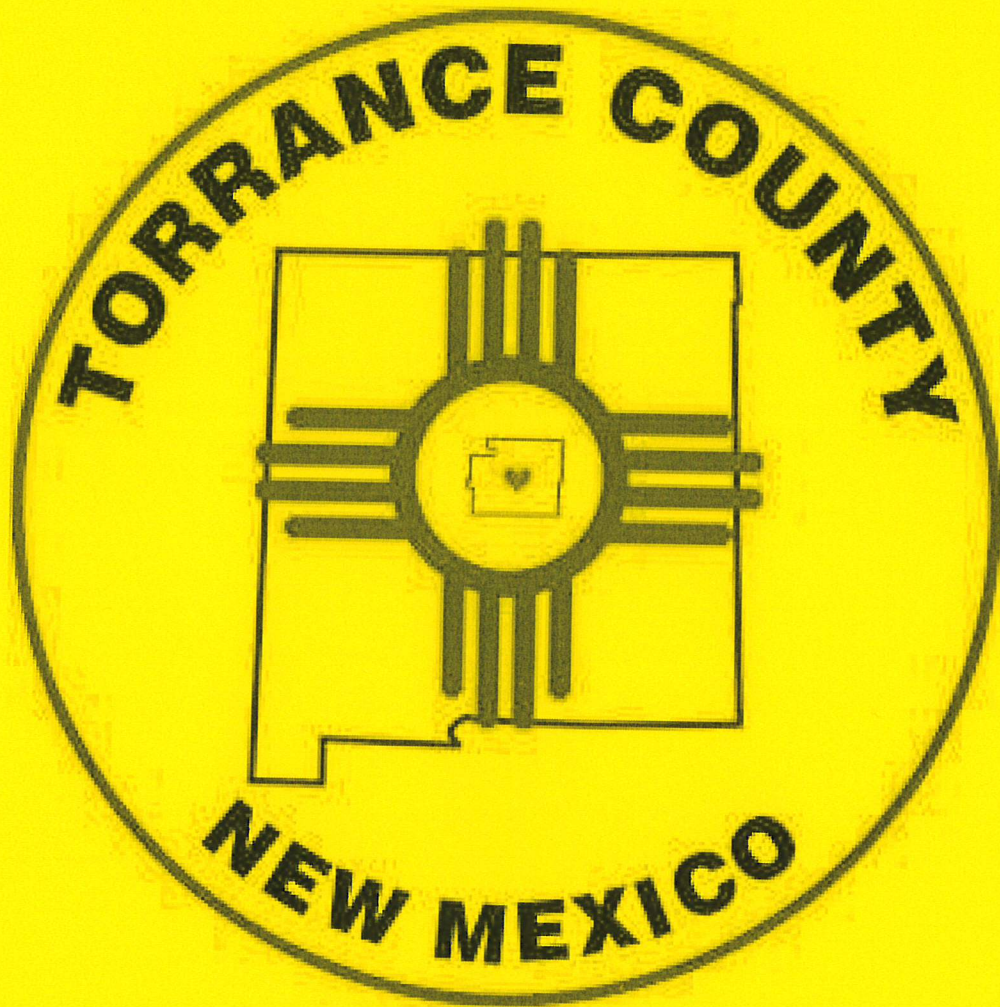
* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



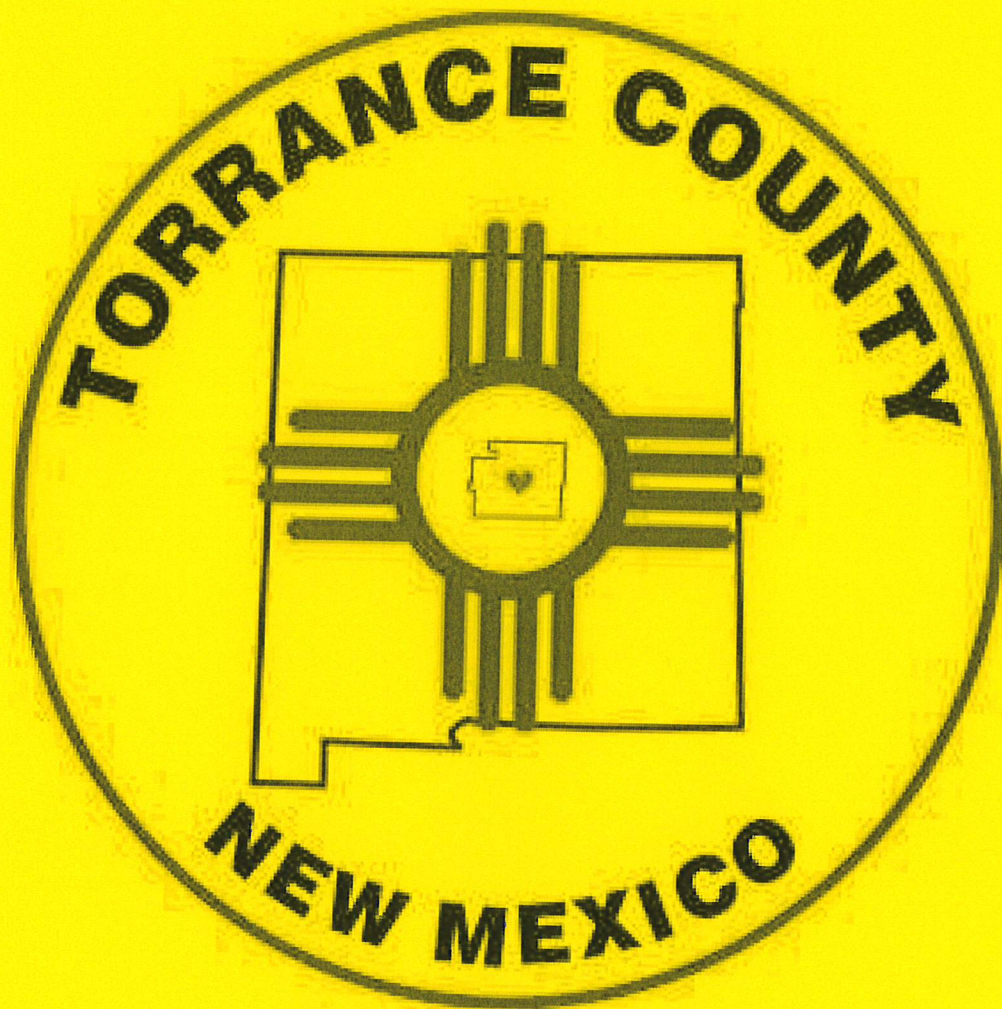
Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the USPS Tracking® page at usps.com



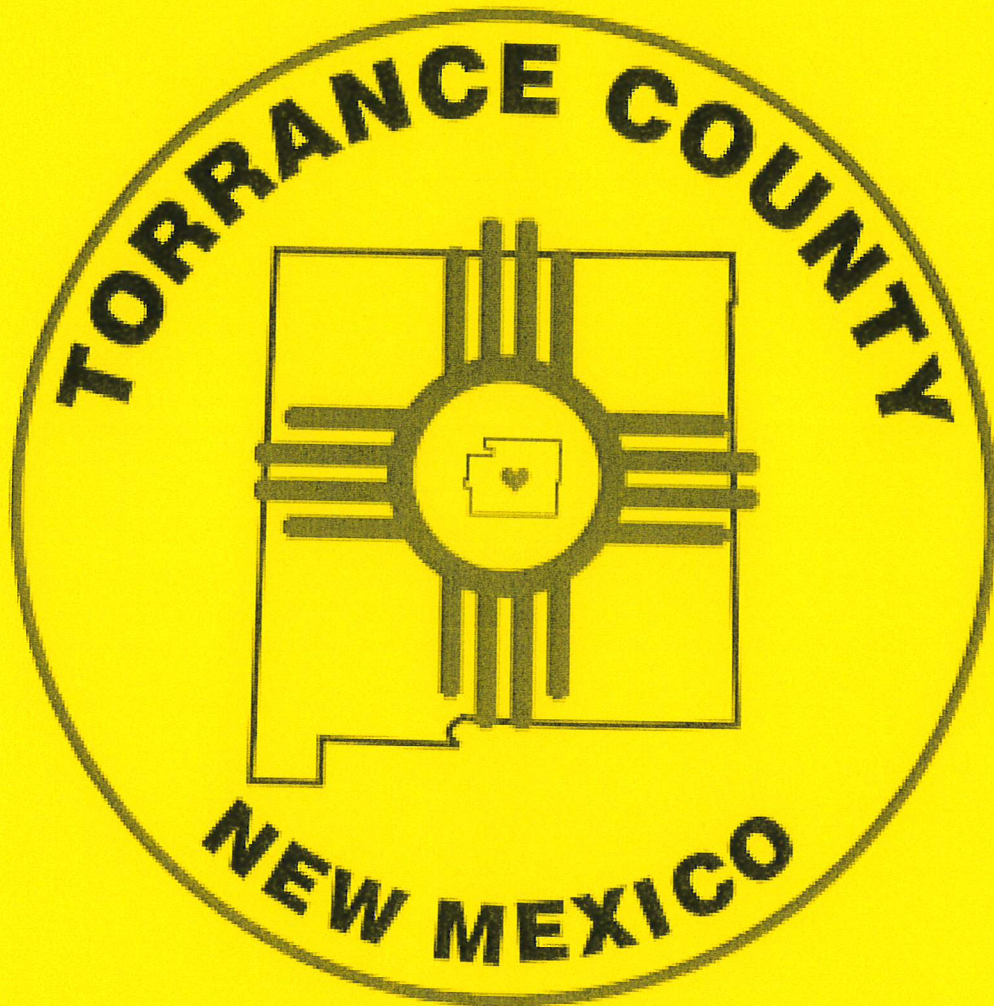
*Agenda Item
No. 12-E*



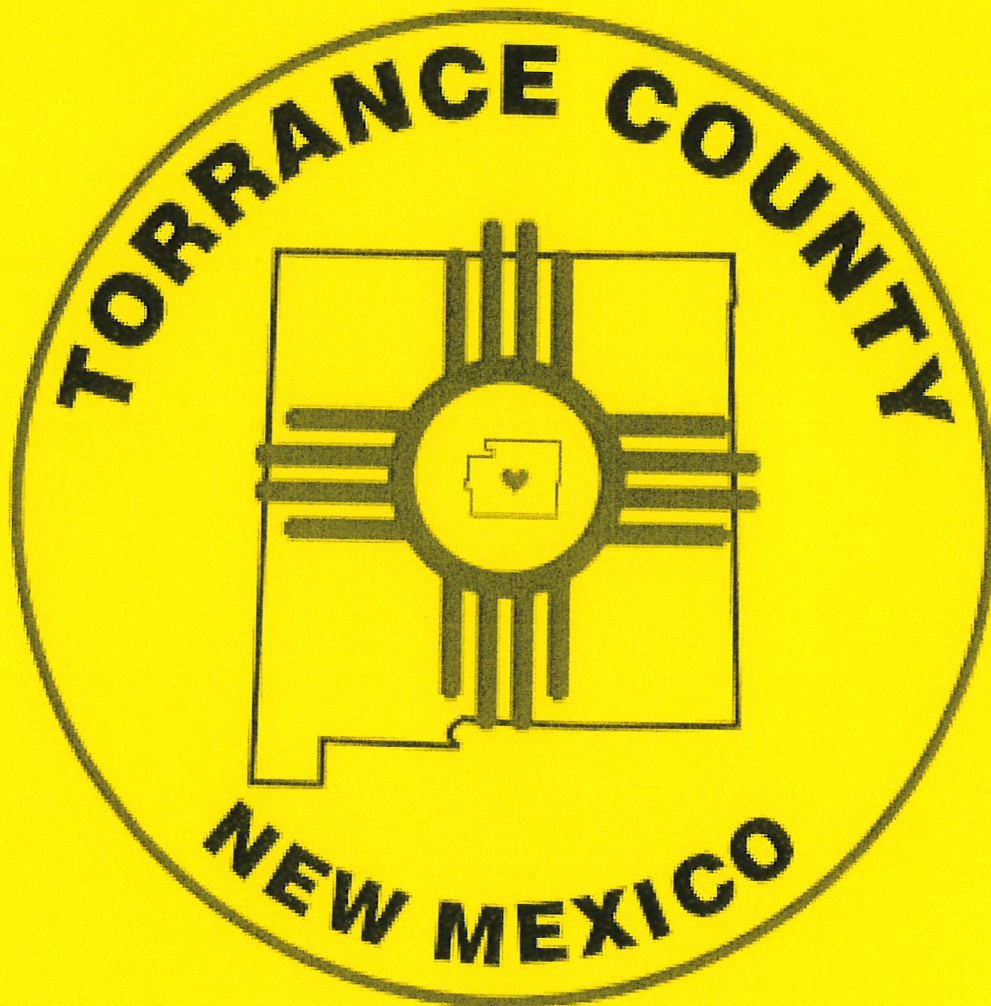
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No. 12-F-1*



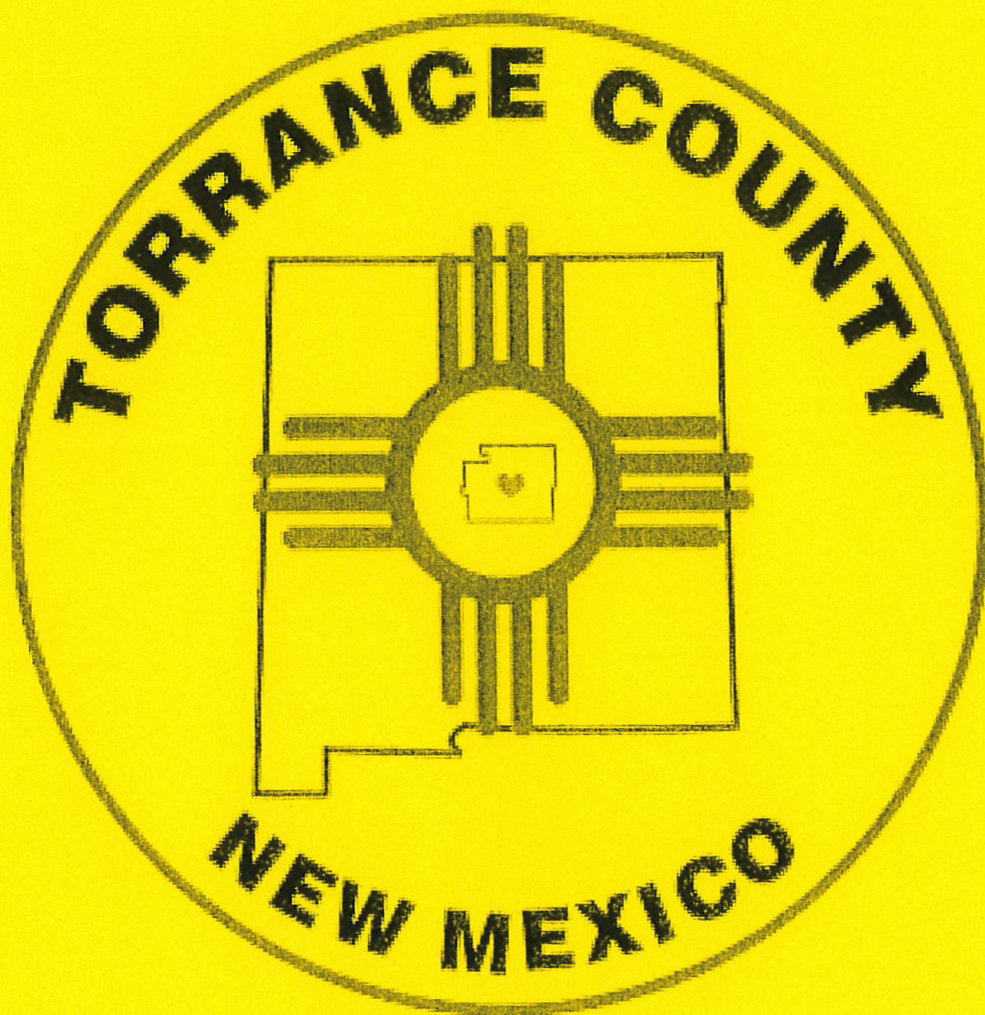
*Agenda Item
No. 12-F-2*



*Agenda Item
No. 12-G*

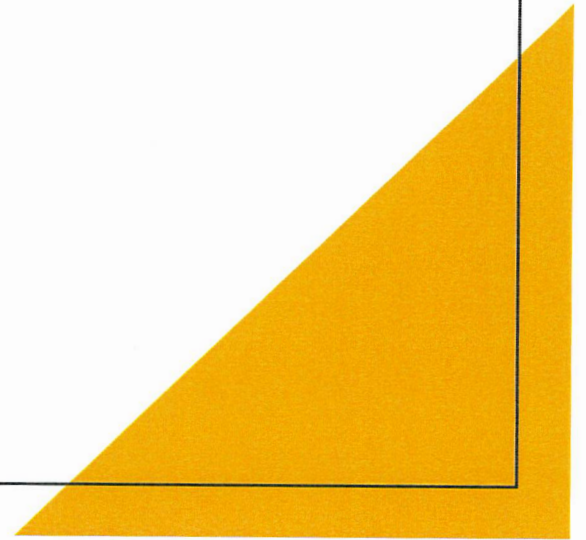


*Agenda Item
No. 12-H*



*Agenda Item
No. 13-A*

Torrance County Emergency Management



Current Torrance County EM Building Locations

Vehicle, Shelter, & PPE
Storage: Moriarty Building

EOC & Shelter Storage:
McIntosh

Office of the Emergency
Manager: Estancia



Why the need for one EM location

- Each location requires work to be completed regularly.
 - Multiple locations makes completing task more difficult.
 - EOC
 - Mobile Command
 - EM office

EOC Location Drawbacks

- EOC is only accessible through the Dispatch Office, which is a secured office. This means that the EOC is not readily accessible to EM staff
- EOC is frequently used by other departments for storage
 - This makes it difficult to keep the EOC ready for deployment
- EOC not included with Emergency Generator
 - Would need to rewire entire dispatch building to include the EOC
 - Federal Government is pushing for all critical infrastructure to be apart of back up generator, this includes EOC

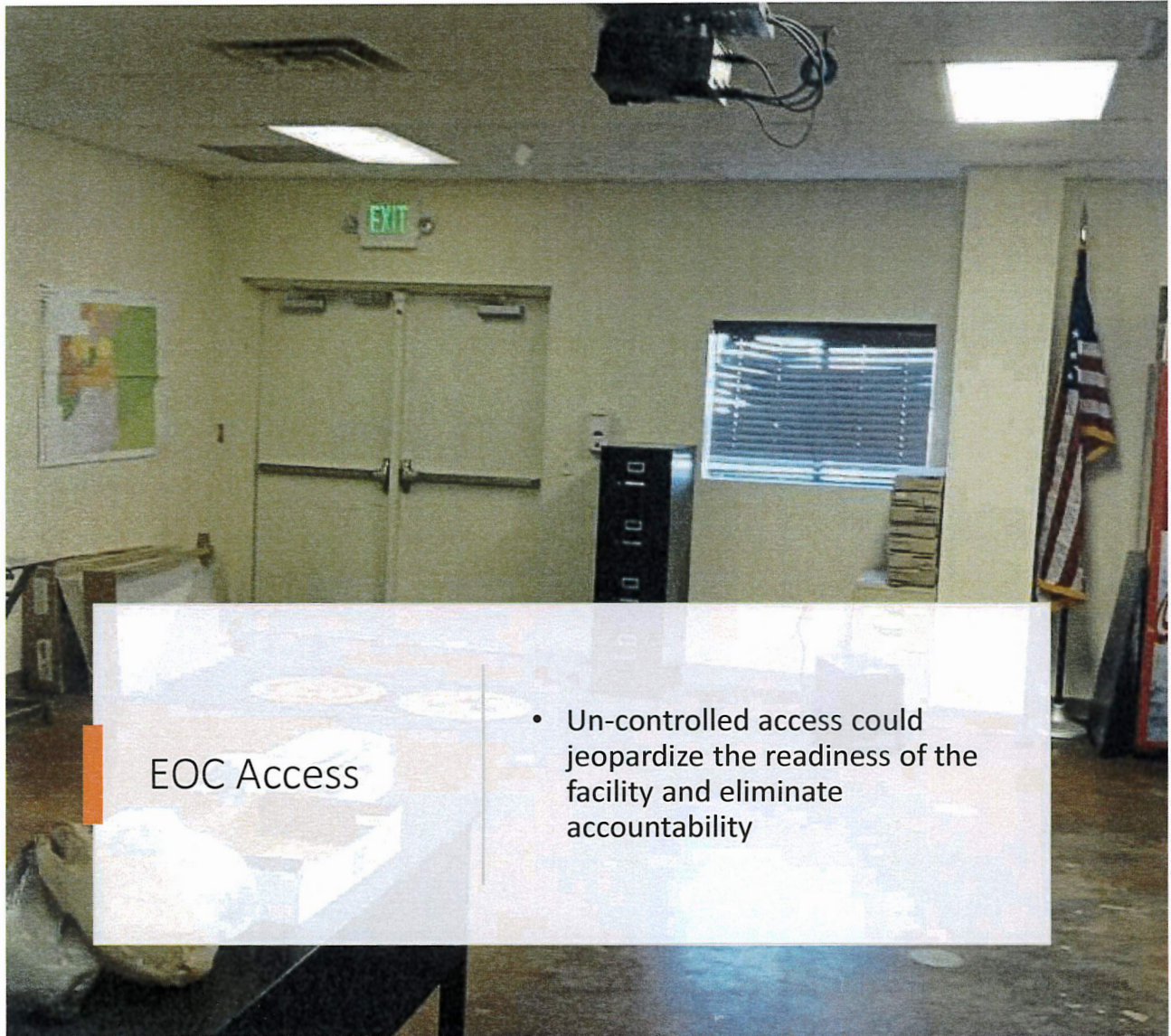
EOC Entrance



- Current Steps for gaining access to EOC
 - Requires background check prior to access
 - Must be let in by Dispatch
 - Signing in and out

EOC is used for storage by other departments





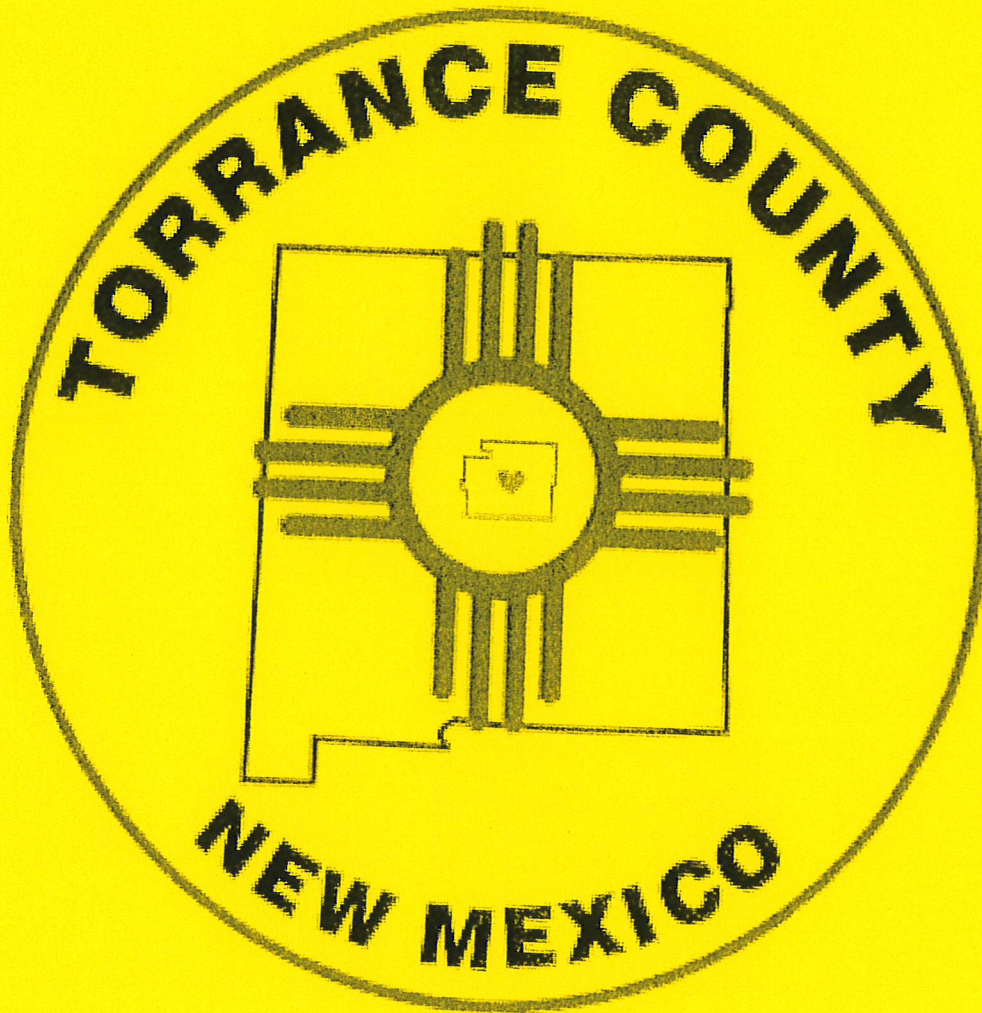
EOC Access

- Un-controlled access could jeopardize the readiness of the facility and eliminate accountability

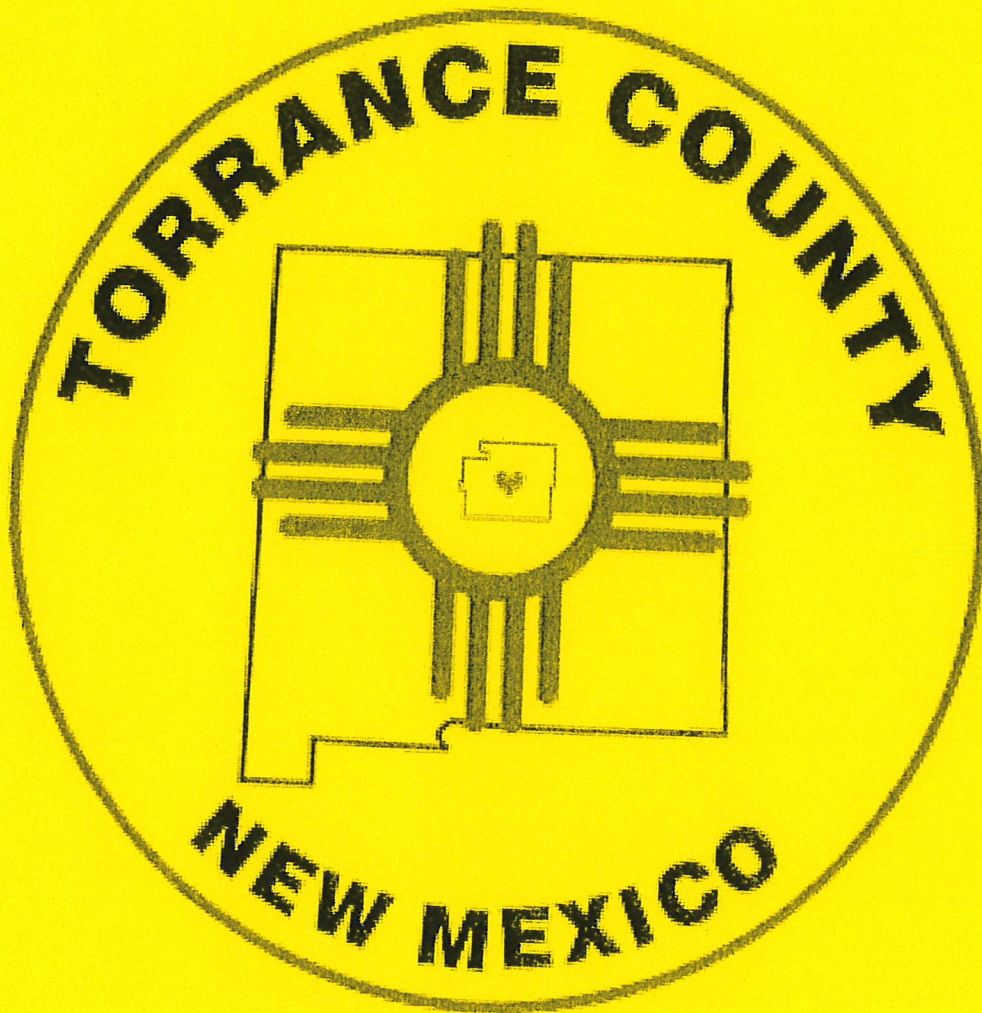


Moriarty Building Location Drawbacks

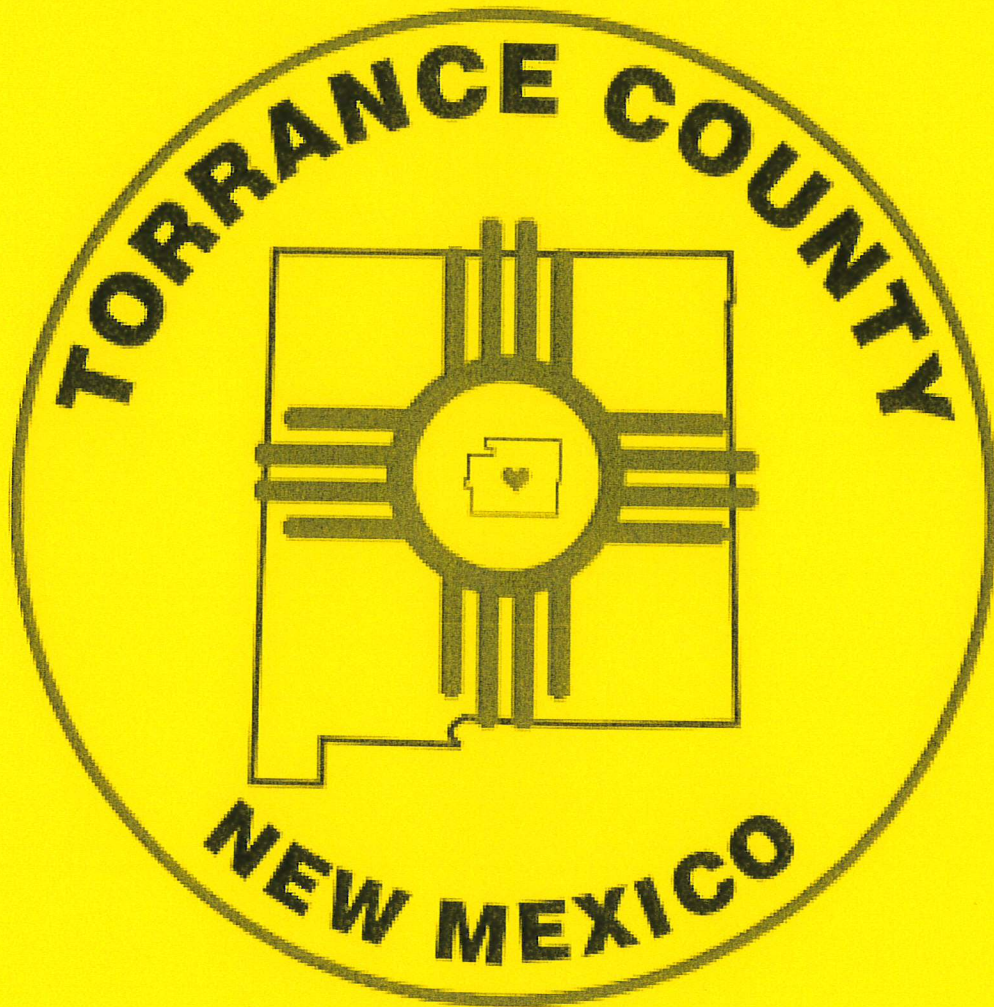
- Distance from other EM/County offices is the largest obstacle we face with the Moriarty Building
 - Shelter and PPE supplies are more difficult to access.
 - Ensuring that all EM vehicles and the Mobile Command are ready to be used in an emergency would be easier to maintain in one central location.



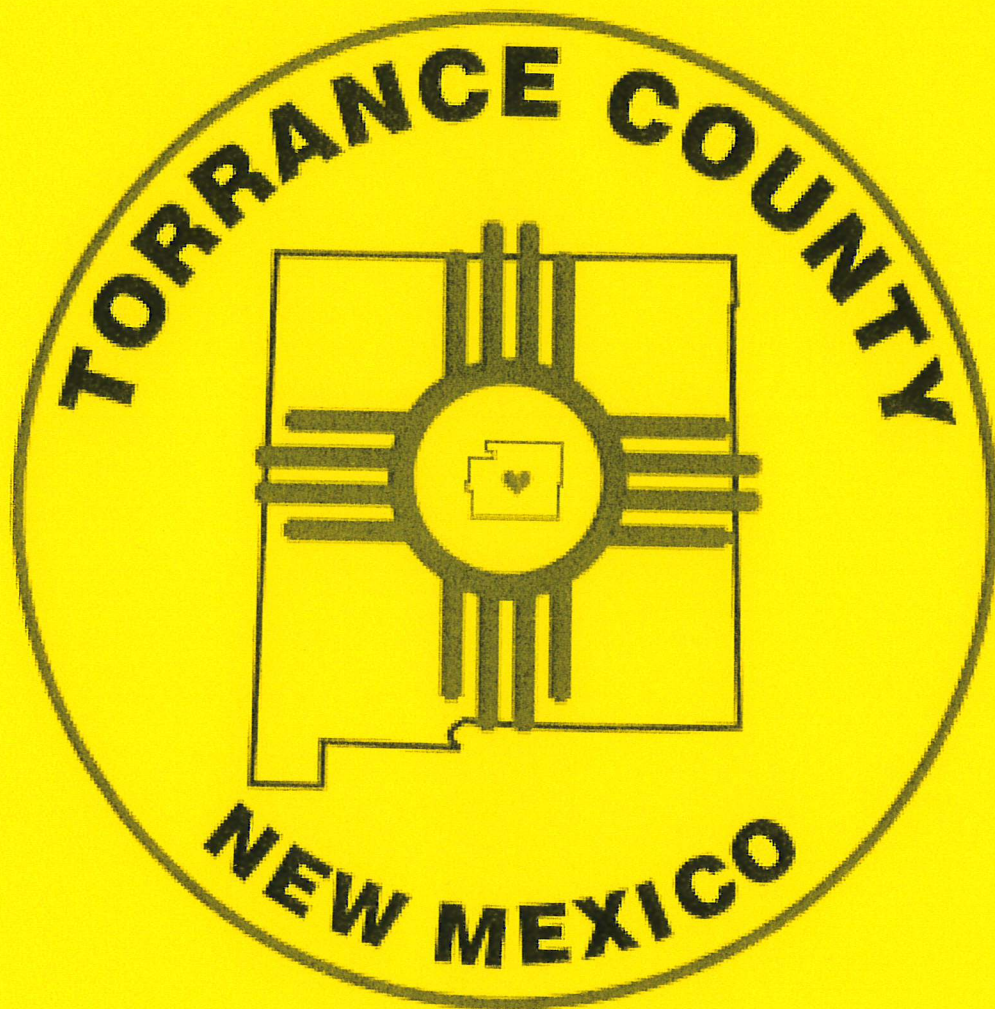
*Agenda Item
No. 13-B*



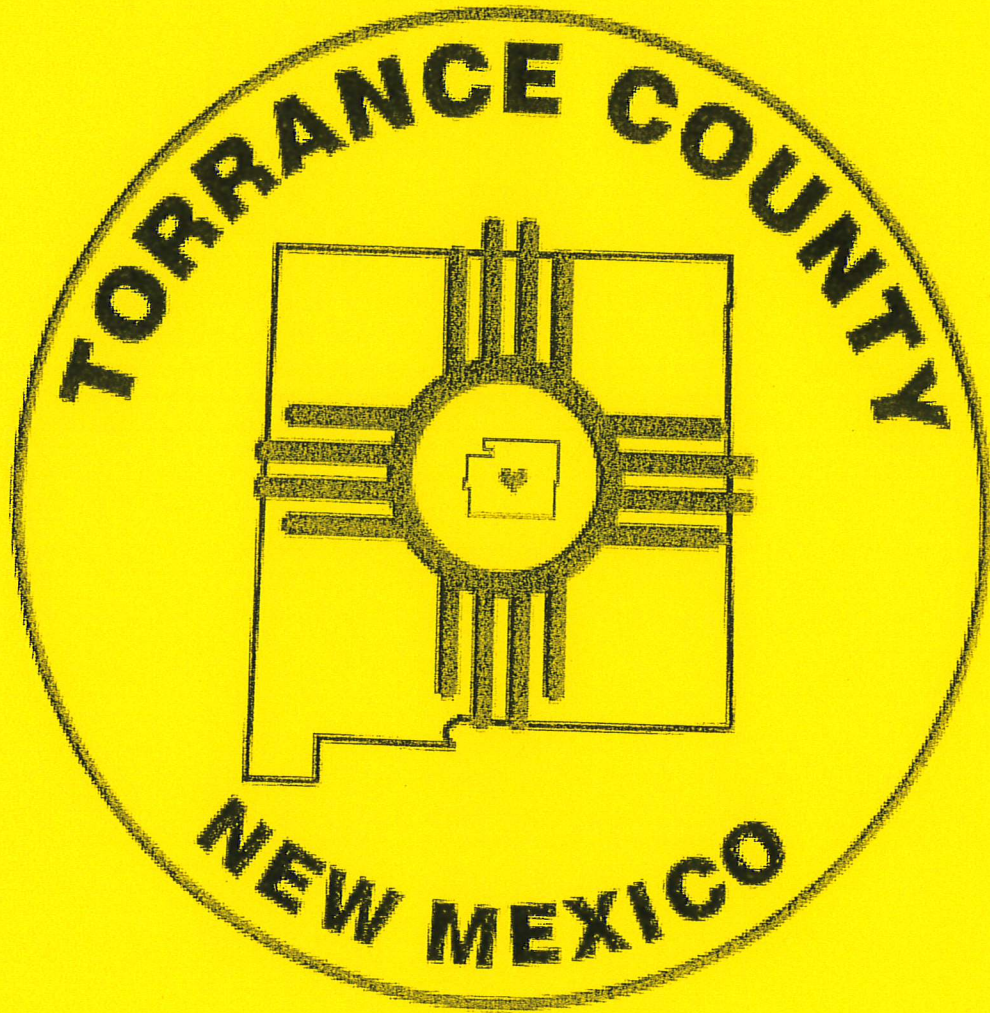
*Agenda Item
No. 13-C*



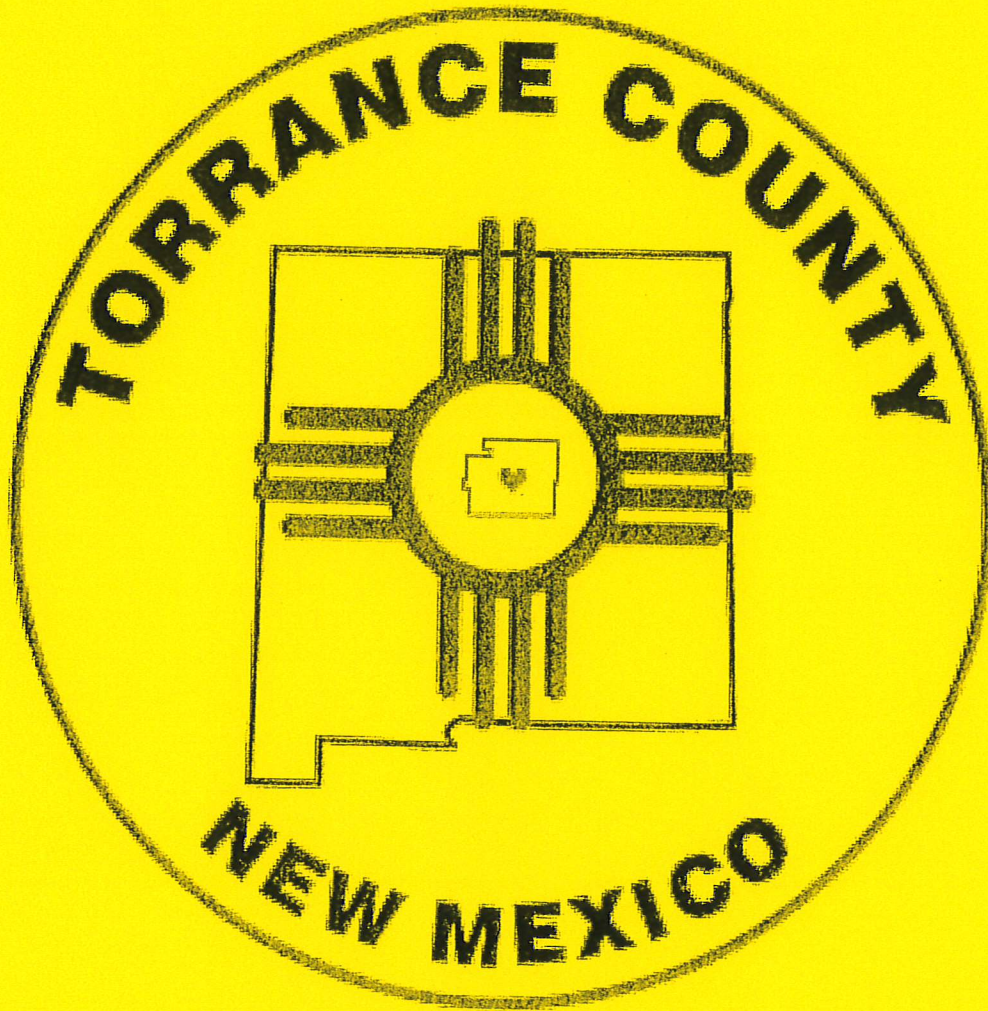
*Agenda Item
No. 13-D*



Agenda Item
No. 14



*Agenda Item
No. 15*



Agenda Item
No. 16



*Agenda Item
No. 17*