



**TORRANCE COUNTY
COMMISSION MEETING**

May 8, 2024

9:00 A.M.

**For Public View
Do Not Remove**



Torrance County

BOARD OF COUNTY COMMISSIONERS (BCC)

Ryan Schwebach, Chair, District 2

Kevin McCall, Vice Chair, District 1

Samuel D. Schropp, Member, District 3

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, May 8, 2024 @ 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**
6. **BOARD AND COMMITTEE APPOINTMENTS**
7. **PUBLIC COMMENT and COMMUNICATIONS** (Comments limited to two minutes.)
8. **APPROVAL OF MINUTES**
 - A. **COMMISSION:** Request approval of minutes of the April 10, 2024, Regular Meeting of the Board of County Commissioners.
 - B. **COMMISSION:** Request approval of minutes of the April 24, 2024, Regular Meeting of the Board of County Commissioners.
9. **APPROVAL OF CONSENT AGENDA**
 - A. **FINANCE & PURCHASING:** Request approval of payables.
10. **ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE**

A. COMMISSION: Public Hearing to consider: AN ORDINANCE ADOPTING AN INDUSTRIAL REVENUE BOND POLICY PURSUANT TO THE COUNTY INDUSTRIAL REVENUE BOND ACT, ESTABLISHING APPLICATION REQUIREMENTS AND PROCEDURES, AUTHORIZING THE COUNTY MANAGER TO ENGAGE PROFESSIONALS TO EVALUATE AND ADVISE ON MATTERS RELATED TO THE ISSUANCE OF BONDS AND UNDERLYING LEASE AGREEMENTS WITH PRIVATE COMPANIES, AND ESTABLISHING A FRAMEWORK UNDER WHICH THE BOARD OF COUNTY COMMISSIONERS RECEIVE, CONSIDER AND ACT UPON APPLICATIONS FOR INDUSTRIAL REVENUE BONDS.

11. ADOPTION OF RESOLUTION

12. APPROVALS

A. GRANTS: Request approval of contractual Amendment by submission of a BAR Request to New Mexico Children's Youth & Families Department for Juvenile Justice Continuum Funding for increased contractual services for Girls Circle; Amendment will be to Article II for an increase of \$17,249.25.

B. SHERIFF: Request approval to pay bonuses for LE-Recruitment and Retention Grant from New Mexico Department of Finance & Administration totaling \$37,500.

C. SHERIFF: Request approval to create new positions in the Torrance County Sheriff's Office, effective immediately:

- 1) Two Community Service Aides (commissioned, uncertified officers) at \$20.00/hour
- 2) One Patrol Sergeant at \$35.50/hour (current Patrol Sergeant salary)

D. ASSESSOR: Request approval of 2024-2025 Assessor's Valuation Maintenance and Reappraisal Plan.

E. FINANCE: Discussion and possible approval of the FY25 Interim Budget.

13. DISCUSSION

A. FIRE: Torrance County Fire Rescue update.

B. COMMISSION: Discussion regarding Torrance County Fair Board issues, to include clarification and explanation (Johnny Perea, Fair Board Vice Chair).

C. MANAGER'S REPORT

D. COMMISSIONERS' REPORTS

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

14. EXECUTIVE SESSION

- 15. Announcement of the next Board of County Commissioners Meeting:** May 22, 2024 at 9:00 AM

16. SIGNING OF OFFICIAL DOCUMENTS

17. ADJOURN

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing(s) or meeting(s), please contact the Manager's Office at 505-544-4700 at least one week prior to the meeting or as soon as possible. Public documents, including agenda and minutes, can be provided in various accessible formats. Please contact the Manager's Office at the number listed above if a summary or other type of accessible format is needed.



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 1



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 2



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 3



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 4



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 5



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 6



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 7



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 8-A

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
April 10, 2024
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
TRACY SEDILLO – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls April 10, 2023, Regular Commission Meeting to order at 9:02 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp– County Commissioner

2. Changes to the Agenda:

Ryan Schwebach – County Chairman: Public comment will be heard after agenda item 12.

Janice Barela-Madam County Manager: Move agenda item 12G to after item 6 due to ISO rating inspections today at 9 am. Move Agenda item 14A—executive

session to before item 12, due to Commissioner McCall's availability to attend via Zoom.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve changes to the agenda.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

4. PROCLAMATION:

A. DWI: Proclaiming April as “Alcohol Awareness Month”.

Deanna Lopez-County DWI Program Coordinator: The following proclamation will be read into the record,
Torrance County Board of County Commissioners proclaiming.

“April as Alcohol Awareness Month”

WHEREAS, addiction is a major public health concern; and

WHEREAS, over 67,000 people die by drug overdose each year in the United States, New Mexico is at the 11th highest drug overdose death rate in the United States in 2020; and

WHEREAS, in 2020, 1,878 New Mexicans died from excessive alcohol-related causes, and of those 112 involved alcohol poisoning; and

WHEREAS, alcohol abuse costs the State of New Mexico more than \$2 billion a year; with around 2 million people in the State of New Mexico, it adds up to more than \$1,000 in costs per New Mexican each year; and

WHEREAS, 16.7% of adults in New Mexico report binge drinking, which is four to five drinks for women and five or more for men on one occasion in the past 30

days; New Mexico has a high percentage of heavy drinkers with eight or more drinks per week for women and 15 or more for men; and

WHEREAS, New Mexico has the highest alcohol-related death rate in the United States; New Mexico sits at 86.6 deaths per 100,000 people, compared to 41.5 nationally in 2020; alcohol kills New Mexicans at a higher rate than anywhere in the United States and the statistic has not changed since 1997; and

WHEREAS, in New Mexico Department of Health Study shows alcohol abuse killed more than 1,800 New Mexicans under age 65, in 2020, which means more people died from alcohol abuse than from COVID in the first year of the pandemic; one in five New Mexicans died every day from alcohol use; and

WHEREAS, a state Department of Health study estimated in 2018, the latest year for which figures are available that 101,012 New Mexicans were living with an alcohol abuse disorder, with 73,178 unable to get treatment mostly due to cost; and

WHEREAS, the risk of adverse outcomes, such as overdose death and addiction, increases from combined use of drugs and alcohol; and

WHEREAS, New Mexico ranks as one of the weakest states regarding alcohol policy safeguards; it was among the states that had the least amount of improvement since the early 1990s; and

WHEREAS, strong alcohol policy safeguards, such as limiting where, when, and how alcohol is sold, in addition to preserving government oversight of alcohol sales, can contribute to lower excessive drinking rates among New Mexicans and can help to reduce alcohol-involved drug overdoses; and

WHEREAS, we resolved as a community to continue to support those struggling with substance use disorders, that they enter into and participate in treatment; we further support strong alcohol policy safeguards to encourage recovery.

NOW THEREFORE, BE IT RESOLVED that we, the members of the Board of County Commissioners of Torrance County, New Mexico, do hereby proclaim the month of April, as ALCOHOL AWARENESS MONTH in Torrance County and call this observance to the attention of our citizens. Signed and sealed in the Torrance County seat, Estancia, New Mexico on April 10, 2024.

Action Taken:

Ryan Schwebach – County Chairman: Motion to make April Alcohol Awareness Month.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

5. CERTIFICATES AND AWARDS: None

A. MANAGER: Employee of the 4th Quarter 2023 – Deputy Ronald Saavedra

Janice Barela-Madam County Manager: I have the honor of awarding our employee of the quarter award to Deputy Ron Saavedra. This is an award that the Commission approved for the county to make quarterly. The nominations come from the staff. The county administration then selects who the employee of the quarter is. It's somebody who's gone above and beyond their regular duties for the past quarter. This individual will also be granted an additional day off during the next quarter. Deputy Saavedra is this quarter's recipient, he stepped up when a vacancy occurred and took on the effective charge of the Court Services section and also the sex offender registration. On top of that, he also does training for the department. He does his law enforcement duties with excellence and compassion under extenuating circumstances. Law enforcement goes out into our community and is tasked with doing some difficult things as far as serving papers when people are in distress already. Deputy Saavedra has proven over and over again that he is a professional, he cares about the community and each individual's circumstances. He does this work daily in such a way that brings a lot of pride to the Torrance County Sheriff's Office but also to Torrance County.

Cheryl Allen - Executive Assistant for the Sheriff's Office: I have witnessed Deputy Saavedra going above and beyond to help residents of Torrance County. One time someone came in and had a court order he didn't understand, Deputy Saavedra sat down with him and went through it line by line and explained the entire court order to him. Another time there was a woman who was very upset

about everything that was going on. Again, Deputy Saavedra sat there and explained everything to her until she understood and was calmed down. I just want to commend him for that.

David Frazee-County Sheriff: I have seen over and over; that he takes pride in his job. He had to evict the man not long ago, from his trailer. Deputy Saavedra brought the man in, sat down in the office, and talked to him. I was impressed with the compassion that he showed and how much effort he put into trying to get this man, some other place to stay. He stayed with it until the problem was solved. That's the kind of Deputy that I want working for me. That's the kind of Deputy Torrance County needs.

Deputy Ron Saavedra: I was raised in Torreon and left for Albuquerque. I've been in law enforcement for 30 years and came back home. Finishing up my time here, I'm going to retire here. I feel connected with the folks here in Torrance County. I have a lot of family here as well. I want to do my best to serve the community. I appreciate this award. I am going to continue doing my job as long as I can.

***12G.FIRE:** Requesting submission of the FY25 Fire Protection Fund application and authorizing County Manager Janice Y. Barela to be the authorized electronic signatory. Application is due to the State Fire Marshals Office by April 30, 2024.

Hanna Sanchez – Deputy County Fire Chief: I am requesting permission to apply for FY 25 Fire Protection funds. We apply for this annually in our operating budgets for districts one through six. This is money that is awarded to us by the State Marshal's Office, depending on our ISO. Currently, we're going through ISO Inspections today for districts two and three to drop our points and bring in more funding to those districts. I also request that County Manager Janice Barela be the Authorized signatory on our behalf.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve submission of the FY25 Fire Protection Fund application and authorizing County Manager Janice Y. Barela to be the authorized electronic signatory.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

6. BOARD AND COMMITTEE APPOINTMENTS: None

7. PUBLIC COMMENT and COMMUNICATIONS:
*heard after agenda item 12

8. APPROVAL OF MINUTES

A. COMMISSION: Request approval of minutes for March 27, 2024, Regular Meeting of the Board of County Commissioners.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the minutes for the March 27, 2024, regular Board of County Commissioners meeting.

Samuel Schropp-County Commissioner:
Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

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

11. ADOPTION OF RESOLUTION:

A. CLERK: Requesting approval of Resolution 2024-15, Resolution
Superseding Resolution 2023-21, Designating Polling Places and Locations
for All Regular Local and Statewide Elections Conducted in 2023 and 2024.
(Moving McIntosh location from Radio Station to Senior Center.)

Linda Jaramillo-County Clerk: McIntosh's polling location needs to be moved
to the McIntosh Senior Center located at 16 Willow Lake, McIntosh, New Mexico.
This is due to the current location not being in use and has no utilities. We will
have many signs to direct the public to the correct location. All locations are listed
on our website.

The polling locations are at the Estancia High School gym, Dr. Saul Community
Center in Mountainair, Torreon Community Center, Willard Community Center,
Duran Fire Station, Encino Community Center, McIntosh Senior Center, Moriarty
Civic Center, Moriarty/Edgewood Administrative Office, Manzano Community
Center, Tajique Community Center. Early voting will be here at our building,
which begins May 7th. I encourage anyone who is going to vote absentee by mail
to ask now because it's a short time to send out ballots. We do not want your ballot
to be delayed in the mail.

I see that there are many kids here today. I want to encourage you all to vote. If
you're 18, you can come to my office and register to vote, just like your voices are
being heard today, your voices can be heard when you vote.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-15.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

B. FINANCE & PURCHASING: Requesting approval of Resolution 2024-16, Disposition of Torrance County Property, Superseding Resolution 2024-06.

Misty Witt-County Finance Director: This resolution supersedes the prior one. We added Schedule A to the resolution, outlining where which assets are going to be put up for disposition. We also made one change. We originally requested that a Ford Ranger be disposed of, we want to keep that one and replace it with a Dodge Ram passenger van. The County Road Shop has use for the Ford Ranger.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-16.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

Ryan Schwebach – County Chairman: Zoom will be offline during the executive session and will resume when we reenter the regular session.

EXECUTIVE SESSION:

A. MANAGER: Acquisition of water rights – Closed pursuant to NMSA 1978 § 10-15- 1(H)(8)

Action Taken:

Ryan Schwebach – County Chairman: Motion to move into executive session.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

9:22 AM

Action Taken:

Ryan Schwebach – County Chairman: Motion to move into regular session.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

10:26 AM

Ryan Schwebach – County Chairman: Discussion on Acquisition of water rights
– Closed pursuant to NMSA 1978 § 10-15- 1(H)(8) **No Action Taken**

12. APPROVAL

- A. MANAGER:** Request approval and award of the Duran Water System Improvement Project to File Construction, LLC (RFP: SAP-20-E2241-STB) as well as the identification of County funds for the project. (Bohannon-Huston)

Janice Barela-Madam County Manager: We have Andrew Swartswalter here from Bohannon-Huston he is a project manager, and he has been assisting us as a lead in this project.

Andrew Swartswalter - Bohannon Houston: We had a project that was bid on and advertised on February 4. The bid opening was conducted on February 28, for the Duran water system improvement including the demolition of an existing out-of-use storage tank and building. A new 20,000-gallon storage tank will serve Duran. We had one bidder on the project, which was File Construction. Their bid came in at \$561,000. We have submitted a recommendation for an award to County Manager Barela. We recommend that we award the project. It's challenging to get contractors interested in some of the smaller projects out here. I think we are excited that we did at least receive one bid on this.

Janice Barela-Madam County Manager: The environmental department has been approving step by step, everything that the county and Bohannon-Houston have done in preparation to have this completed. Part of that process includes reviewing the contract that we have awarded this bid. They would not approve this unless they were able to make sure that the county has identified the funds that we're going to use to pay for it. All the rest of the improvements that have been made so far have been funded by appropriations from the legislature. We no longer have any additional funds appropriated; we've utilized all of those monies. We do have an additional \$100,000 that was appropriated at this last legislative session for the entire water system. It doesn't specifically have to go to this project, it can go to another phase, but that would not be available until the new fiscal year, which begins July 1. Even then an agreement would have to be provided to the county for execution. Then the state would also have to execute on their side, which takes a considerable amount of time. Right now we're asking for the Commission to approve certain funds to take care of completely funding this project. What we've identified as staff is two different options. One is to use PILT money, we have money available. We also can use some of our GRTs with gross receipts tax which has been increased with the construction of the wind farms. The county is at a place where we can fund this, it would just need to have the approval of the Commission.

Ryan Schwebach – County Chairman: Did we set aside some ARPA funds?

Janice Barela-Madam County Manager: We did not set aside ARPA funds for this; the ARPA funds were used for projects that were associated with Bohannon. Houston was specifically for the EMWT Regional Water Association. We do have the potential for some funds that were not fully utilized and that were appropriated for the projects that could be utilized for this, but we don't have that completely identified, as far as what's left over, prepared for you today. So there's a potential for ARPA funds. It would be in the best interest to have this award today. It doesn't have to wait, we can put it to the next meeting to get additional information. I do know that we do have the funds available. What we can do is get exact balances for

the PILT money as well as where we are with our GRTs. I do not know if we'll have the ARPA completely ready by the next meeting.

Samuel Schropp-County Commissioner: Another option is the interest that's been earned on our reserve. We can draw partially from that and partially from the other two funding sources so that we still retain some flexibility with the PILT and other funding sources.

Janice Barela-Madam County Manager: We are not leaving any capital outlay on the table. Currently, we have used the capital outlay, and have closed out those appropriations. We don't have anything pending. We only have the new appropriation that's coming. We can't go back in time to replenish capital outlay appropriation.

Ryan Schwebach – County Chairman: We are going into a budget cycle. I would like to commit the funds from the easiest line item so that it can be changed back around, depending on what this commission sees within this budget cycle.

Tracy Sedillo-Deputy County Manager: Either of those funds would be fine. We can go forth with a budget adjustment at the next meeting to identify a line item for this project. If we need to move it in the next budget cycle, we can, it's an internal process, because it's all county funds.

Ryan Schwebach – County Chairman: We will use the PILT fund and then when we get into a full financial discussion, we'll make adjustments as needed.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve and award the Duran Water System Improvement Project to File Construction, LLC (RFP: SAP-20-E2241-STB) and identify County funds for PILT and authorizing Madam County Manager Janice Barela to sign for it.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

B. SHERIFF: Requesting approval to submit Justice Assistance Grant (JAG) application.

Cheryl Allen-County Sheriff Executive Assistant: The deadline to submit this grant is this Friday. We are requesting \$18,514.00 for equipment to provide safety

to our officers. We use \$2,400.00 for confidential funds and \$25,404.00 for overtime, and the total would be \$46,314.00. The overtime is used to conduct investigations and the whole purpose of the work on this grant is to put our Community Service Program into operation which includes investigation portions. The goal is to reduce drugs, violent crimes, and property crimes within the county. If we receive this grant, this would be the fourth year in a row that we received it. The community policing portion of this grant is to provide outreach to the community to garner their support in identifying areas where there might be high areas of crime happening within the county that they would report, in addition, we have deputies going out to community events. In addition to that the salaried staff supports this program by going to community events year-round providing and organizing different events. We are requesting permission to submit this grant application.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Justice Assistance Grant (JAG) application.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

C. SHERIFF: Requesting ratification of submission of a grant application for the Law Enforcement Protection Fund (LEPF) from the New Mexico Department of Finance- Local Government Division for a total of \$114,500.00.

Cheryl Allen-County Sheriff Executive Assistant: This is ongoing funding from the state. However, it does require us to apply. By the time I was advised that the application was due, we did not have time to bring it before the Commission beforehand. We applied, and it has a base rate of \$95,000 based on the size of our county. We are granted a percentage of money based on how many law enforcement officers we have employed at the time of application, it was 13 at that point, so it was an extra \$19,500.00. It will be \$114,500.00 that we receive from the state. This money is to pay for required training that the officers must complete

each year and it also has a fund that provides the equipment that they need each year.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve ratification of submission of grant application for the Law Enforcement Protection Fund (LEPF) from the New Mexico Department of Finance- Local Government Division for the total of \$114,500.00.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

D. EMERGENCY MANAGEMENT: Requesting approval of the Local Emergency Planning Committee (LEPC) By-Laws.

Samantha O'Dell-County Emergency Manager: This is a request for approval from the Commission for the updated bylaws for our LEPC, our Local Emergency Planning Committee. The bylaws that we had previously were from 2006. We utilize those as well as some bylaws from other counties. LEPC came up with something that made a little more sense for our county. This also lays out the Executive Committee, the Chairperson, the Vice Chairperson, the Emergency Managers, and the Secretary Information Coordinator, the terms of their positions, and then monthly meetings, and how all of that would work.

LEPC is the Local Emergency Planning Committee. In 1986, a federal law was created that requires each county or planning area to have a Local Emergency Planning Committee, there's an oversight of the State Emergency Response Commission. This requires us to have plans together and allow the community to have insight and information regarding any environmental or chemical concerns, specifically relating to hazmat. There are agencies within the county that are required to report hazmat conditions to the state each year based on the amount that they house or potentially can release. All of that information is released to the state on an annual basis. This committee is the local group that oversees and puts together an all-hazards emergency plan. This group consists of county employees

as well as employees from each different of the agencies. The only requirement to be a part of it is to either reside in Torrance County or do business in Torrance County. The object is to enhance the safety of the citizens of Torrance County.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Local Emergency Planning Committee (LEPC) By-Laws.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

E. FINANCE & PURCHASING: Requesting approval and acceptance of IFB-FY24- 04 for Fire Apparatus Maintenance and Repair contract with New Mexico Apparatus.

Misty Witt-County Finance Director: We put out an invitation for bids for fire apparatus maintenance and repairs. We did have the respondent for the bid go through the bid evaluation committee and legal has also reviewed their contract. We are asking for approval for the New Mexico Apparatus to be approved. We have their set hourly rate in their bid. They are required, for the contract, to provide us with quotes for large repairs and things like that. It allows them to provide the maintenance for the fire apparatus and for the Fire Department fleet, including testing to make sure all these apparatuses are within standards.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve and acceptance of IFB-FY24- 04 for Fire Apparatus Maintenance and Repair contract with New Mexico Apparatus.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

F. FINANCE & PURCHASING: Requesting approval and acceptance of IFB-FY24- 03 for Maintenance and Repair to Sheriff's vehicles and fleet contract with DT Automotive.

Misty Witt-County Finance Director: This is similar to the previous item that was just discussed. This will be for maintenance and repairs for the Sheriff's Department vehicles and then county fleet vehicles. This is for preventive maintenance and repairs that come up. It went through the invitation for bid process and went through the bid evaluation committee and legally reviewed this contract all for detail.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve and accept IFB-FY24-03 for Maintenance and Repair to Sheriff's vehicles and fleet contract with DT Automotive.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

G. FIRE: Requesting submission of the FY25 Fire Protection Fund application and authorizing County Manager Janice Y. Barela to be the authorized electronic signatory. Application is due to the State Fire Marshals Office by April 30, 2024.

*Heard after agenda item 5A.

H. GRANTS/ANIMAL SERVICES: Requesting approval to submit an application to the Carrol Petrie Foundation for The Referred Emergency Animal Care and Help (REACH) and The Spay and Neuter Intact Animals Program in Torrance (SNIPIT) programs, requesting \$25,000 per program for a total of \$50,000.

Amanda Lujan - Grants Administrator: We are requesting approval to apply to the Carrol Petrie Foundation. This program has been very successful. It increased the number of people not only adopting animals but also reclaiming animals.

Danette Langdon-Animal Shelter Director: The SNIPIT program is not only for the general public, but it's also for people to reclaim their animals. If it's an owned animal, it can be run through the SNIPIT program, they only pay for vaccines and the microchip, and sterilization is paid for. The REACH program is our medical program to help with animal emergencies.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve to apply Carrol Petrie Foundation for The Referred Emergency Animal Care and Help (REACH) and The Spay and Neuter Intact Animals Program in Torrance (SNIPIT) programs, requesting \$25,000 per program for a total of \$50,000.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

- I. **GRANTS/CLERK:** Requesting approval to submit the application to the Office of the Secretary of State for improvements to the voting machine storage warehouse, including cameras and security, the total requested amount of \$50,000.

Amanda Lujan - Grants Administrator: The Secretary of State's Office received federal funding. Torrance County was allocated \$50,000. County Clerk Linda Jaramillo and her team have identified areas that need improvement at the warehouse where the voting machines are held in storage. Camera system \$35,000, security lighting \$10,000 and security doors \$5000.

Linda Jaramillo-County Clerk: The first paragraph from the Secretary of State's letter says, Dear County Clerk in the ongoing commitment to ensure the security of New Mexico's election infrastructure. The Office of the Secretary of State is accepting applications from all Counties to obtain funds from the office, through a federal subgrant to address physical and cyber security needs at the county level. The subgrants service provides immediate funding directly to counties to address security gaps identified during the prior annual audit ahead of the Primary Election

in June 2024. The office kindly requests your county's participation by completing the grant, which we did.

We have issues with security. The voting machines do not belong to the county. They belong to the Secretary of State. We house the voting machines here for them, they require that we have security to protect those machines that we are in care of. This will help us increase security by getting cameras, and a secure gate since the road department has moved. That gate is dangerous, part of this grant will fix that gate to where it doesn't fall off the hinges. Cameras in case someone tries to get into our storage unit and mess with our machines.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the application to the Office of the Secretary of State for improvements to the voting machine storage warehouse, including cameras and security, the total requested amount of \$50,000.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

J. GRANTS/FIRE/EMS: Requesting approval to submit a grant application to FEMA for Staffing for Adequate Fire and Emergency Response (SAFER) program.

Amanda Lujan - Grants Administrator: This is to apply to FEMA for a federal grant to increase staffing for the fire and EMS program. We are asking for funding for seven Firefighters/EMTs and three Captains. This will increase the fire staff by 10 people. This grant is a five-year term. For three years, the FEMA will pay 100%, then in year four, they'll pay 50%, year five, they'll pay 25%. We have three years to determine how to make that match for year four and year five.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve grant application to FEMA for Staffing for Adequate Fire and Emergency Response (SAFER) program.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

K. GRANTS/HUMAN RESOURCES: Requesting approval to submit a grant application to the New Mexico Public Education Department (NMPED) for the Summer Enrichment Internship Program for 2024, the total requested amount of \$154,464.00.

Amanda Lujan - Grants Administrator: We are requesting approval to apply for the summer enrichment program. This will be our third or fourth year receiving the grant. We place students from all the different school districts with employers across the county. The State Public Education Department pays their salaries. It pays for anywhere from 30 to 50 students. We are requesting \$154,000. It also pays for a coordinator to manage those students and employers.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the grant application to the New Mexico Public Education Department (NMPED) for the Summer Enrichment Internship Program for 2024, the total requested amount of \$154,464.00.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:
MOTION CARRIED

L. MANAGER: Requesting approval of the Restrictive Housing Quarterly Report.

Janice Barela-Madam County Manager: Before you is the Restrictive Housing Quarterly Report. You are required to review this quarterly. This is with the Torrance County Detention Facility which houses our County's inmates. This is a

report that identifies any time or reason why an inmate is placed in restrictive housing.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve the Restrictive Housing Quarterly Report.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

***PUBLIC COMMENT:**

DWAYNE PARKER- owner of EVWISP: I understand that at the last meeting, they talked about getting internet to the county and I would like to let you be aware that I am available to discuss anything that you might like to talk about. I've been in this business since 1995, I'm good at what I do. I started the Early Bird Wireless EVWISP three years ago, solvent. I have nine towers in this valley. I'd like to put up more in these rural areas that do not have internet.

Sophia Genevieve Wilson - Managing Attorney for the Asylum and Detention Programs at the New Mexico Immigrant Law Center. I am here to respectfully ask that the Torrance County Commission elect not to renew the ICE contract with the Torrance County Detention Facility when it expires on May 14 of this year, as a direct services attorney who works with and represents detained asylum seekers at TCDF, I have been able to observe extremely troubling systemic violations there. Men who have been detained at TCDF at completely different times have repeatedly recorded the same dire conditions, inadequate and spoiled food, lack of access to clean drinking water, a failure to render medical attention, including in dire health emergencies, and a complete lack of respect for basic human rights and due process and their asylum cases. I often hear those who support the prison's ICE contract to try and refute these persistent reports of violations. This is incredibly disingenuous to me, because not only have legal services organizations repeatedly documented these violations, but they have also been confirmed by multiple

government oversight bodies and each member of the Congressional Delegation who has spoken directly with people who are detained there.

We are no longer at a point where we can reasonably disagree about what's happening at TCDF with the migrants. The truth is these violations have been known and are well documented. Today, community members will ensure that the testimonies and experiences of people detained at TCDF are included in the County Commission's public record and meaningfully considered. Their experiences at TCDF should be central to the determination of whether to renew the ICE contracts. Torrance County has an incredible opportunity to seriously confront these problems and take a stance by refusing to be complicit in human rights abuses. We take this responsibility seriously. Thank you

Andres Esquivel - Campaign Manager at New Mexico Dream Team: I am going to be reading the testimony from Ricardo Gonzalez who was formerly detained at TCDF. My name is Ricardo Gonzalez. I am a survivor of the Torrance County Detention Facility where I was held for 68 days from December 29, 2023, to March 8, 2024, while seeking asylum from Venezuela. A country where my family and I faced life-threatening danger. My family and I hoped for safety and protection and I ended up in a place devoid of humanity and respect for human rights handcuffed and transported to Torrance from Juarez, Mexico without consent or explanation. I found myself in an environment that contradicted the very essence of asylum and protection. Upon my arrival at Torrance, I was not informed about my case or the procedures that awaited me. The facility rather than offering refuge, subjected me and others to inhumane treatment and deplorable conditions that I feel compelled to expose.

An inmate had a hernia on the side of his stomach, one day he fell to the ground, from the pain. Instead of getting the help that he needed from the guards, the guards ended up kicking him where he had a hernia. Other inmates jumped in to stop the guards. He got worse after the incident and was scared to complain about his pain. Another inmate tried to commit suicide by hanging himself with a cloth because he was denied asylum and had to go back to his country. When the guards got him out, he was already having seizures and was placed in a dark room for days.

The food is measured and the milk is always expired. The leftover food was always thrown away because they preferred to throw the food than give it to the inmates. I worked in the kitchen and would get a little more than the other inmates. Inside the

detention facility guards decided if we got to drink water, many times I would hear them saying no to the inmates which had caused inmates to fight over the water.

Bella Bjornstad - Immigration Law Center: This is a statement from two men who were detained. Our names are Louis Duran Acosta and Douglas Chuck Barris. We fled violence in our home countries to seek safety in the United States. When we arrived on March 20, immigration authorities told us our human rights would be respected. The reality is anything but that.

The clothes we receive at Torrance are used, dirty, and stained. Can you imagine what it is like to be forced to wear dirty underwear? We don't feel clean. Torrance county detention facility is very unsanitary. The toilets clogged often and so we often smell like sewage. We believe in having good hygiene. It is very important for health and it is impossible to have good hygiene here because this place is unsanitary. The water in this facility is poor quality and the guards instruct us not to drink the water out of the faucets in our cell. The guards bring us water in jugs to share amongst the unit but it runs out very fast. It has not been refilled for many hours, sometimes days. We end up drinking water out of the sinks in our cells. There is a sign above it that says not to drink the water. We are so thirsty we have no choice. The food we're given is inadequate. The portions are very small and we're so hungry all the time. The food is not good, but most importantly, we do not receive enough calories. We are all losing weight. Medical care is also bad, sometimes we wait several weeks or months to get appointments for toothaches and physical pain. No one should be locked up here in Torrance.

We are treated poorly. We are deprived of fair hearings. We are not allowed to fairly seek asylum. We are treated like we're not humans and punished for being migrants. We hope that the politicians hear us and listen to our experience. Thank you

Kelly McCloskey Romero - Coordinator of (VIDA) Volunteer for Immigrants in Detention Albuquerque: We the volunteers visited the Torrance County Detention Facility every month for the last 18 months. That means that we have met with hundreds of immigrants in detention at this facility since October of 2022. These experiences and these interactions compel me to urge you not to renew the contract that you have with ICE. On every visit without fail, the men share tragic stories with us. These stories are about the desperate reasons that motivated them to seek asylum in this country and about the hopes they have for

their future. They have a universal human right to seek asylum. The men at the Torrance County Detention Facility are living under abysmal conditions day after day after day. The testimonials that you've already heard, and you're about to hear are 100% consistent with what we hear at every single VIDA visit. It's not just a matter of one or two people that are having bad experiences. This is what it's like to be detained at Torrance. As we attempt to lift their spirits and take their minds off their desperation, their loneliness, and their trauma, they share with us specifics about the injustices of being detained at TCDF. They talk about being cussed at and mistreated by the guards. They don't have access to clean water to drink. They're served substandard and inadequate food. Despite their countless physical and emotional wounds, they are not provided with timely or adequate medical care. Those who do express their feelings and their despair are placed in solitary confinement. These conditions are inhumane and unjust and you can do something about them. These men are living the unlivable. They do not receive explanations or information about their asylum cases. They are completely in the dark about what is happening to them and what the future holds in store for them. Torrance County does not have to be the site of human rights abuses or egregious violations of human dignity, please do not renew the contract. Thank you for listening.

Renee Wolters - Volunteer with New Mexico Immigrant Law Center: Two inmates statements. Our names are Benjamin and Carlos, I am Benjamin from Cuernavaca, Morelos, Mexico. I'm a trained and experienced electrician, Carlos is a dancer and choreographer, and everyone says that I am very nice and very kind. We are reasonable and respectable people. We want to tell you what it is like to be an immigrant at the Torrance County Detention Facility. The first thing to know is that everything that we experience is based on confusion and lies. When we were on our way here, we were told that we were going to a shelter, and we were shocked to arrive and realize we were in a prison. Since then, we have heard lie after lie. We never know what is going on. They bring us things in English without explaining to us what they say and tell us that we have to sign them. When we ask questions, they tell us that all the answers can be found on a tablet, but they've never explained to us how to use the tablet or where to find the information. Before we did our credible fear interviews, no one talked to us to explain what it was. We did not see lawyers until after our interviews and after we were denied the opportunity to seek asylum.

Another example of the injustices that we experience daily is the situation with the water. They provide one jug for 37-plus people it's not enough. When it runs out, we respectfully ask for more. They say no, saying that they will give us more in the

morning, but then making us wait until midday for water. One day we were eight hours without water. These are only two of the many examples of the mistreatment that we experienced at this detention center. We ask New Mexico not to continue detaining immigrants here.

Isaac Stafford – WINGS program: The WINGS program provides services to immigrants who have survived torture across New Mexico. Today I'm going to share some words from Juan G who is currently detained at the Torrance facility.

My name is Juan G. I have been detained at the Torrance facility for over five months. I came here from Guatemala to flee gang violence and police corruption. I came here seeking safety and asylum but was detained and treated like an animal. The conditions inside Torrance are unsanitary. The sink in my cell is stained and dirty and the drain releases a terrible odor that makes the entire cells stink. The showers frequently break and when they are working the water is often too hot or too cold to bathe. I know that I am supposed to be allowed outside for at least one hour a day, but we are only allowed outside once per week for, at most, one hour. I work in the kitchen from 7 am to 2 pm and in exchange, I'm given \$5 in wages. I feel like it is important and a duty to work but I feel like I'm being robbed by this detention center and corporation. They make so much money and give us pennies for long hours and work that is critical to making the detention center operate. The food we are told to prepare is dirty. The lettuce is rotted or wilted. There are bugs in the beans we receive. I was once burned in the kitchen and I never received bandages or protective gear to continue cooking that shift. I was then forced to take two days off after seeing a doctor and was not paid for the time I had to take off due to my workplace injury. I rely on this income to purchase food in the commissary and call my family. I know many people who refuse to go to the doctor if they are hurt because they cannot afford to miss work. We are treated very badly at Torrance, we do not have any rights. We are not treated with dignity. We just want to live in safety and freedom in the United States and have the opportunity to seek asylum. Instead, we have been punished and discriminated against for being immigrants. Thank you

Ian Philabaum - Director of Legal Organizing Innovation Law Lab:

Innovation Law Lab is a nonprofit organization that has been providing legal services at the Torrance County Detention Facilities since 2019. I'm here to read a statement of a man who is currently detained in the Torrance County Detention Facility.

On Thursday, March 3, 2024, I started to feel a very strong pain in my right testicle in the lower part of my abdomen. I told the guard on duty about my problem. I begged him to call the medics to examine me because I was in so much pain. He responded that he would see what he could do but didn't promise anything and then continued with his normal work routine. He came back to give us food and I decided to stay outside my cell so that he would take me because my body couldn't take any more of the overwhelming pain. I had been asking for help to see a medic for almost five hours because it was an emergency. I was on the floor when my friend asked the guard to call the medic. He responded that he couldn't do anything because his shift was over and that it was now the job of the next guard, and left. My friends saw me writhing on the floor and started to yell for help because I was having convulsions. When the medics came they took me to a room in the detention center. The examination was done there internally. They only gave me sedatives and then returned me to my cell. The morning after that I urinated in my pants because of the pain and I had a high fever. I put in another medical request both on paper and on the tablet so they could see me. Since the guards didn't want to take me, the moment that they opened the door my friends decided they would take me themselves. When I woke up, I was in the clinic at the detention center. I was told that they were going to transport me to a hospital outside the detention center. They did an x-ray and the results were that they found a hernia. The doctor said I was going to need surgery but at a different location. So they were going to send me to a different clinic because they didn't have the necessary equipment to do the operation. I was sent back to the Torrance County Detention Center. Right now, I am asking if you can help me to get an operation because I'm still in pain. Thank you

Denise Rubi - Mountainair resident: On July 17, 2022, I experienced firsthand the inhumane conditions and the Torrance County Detention Center, where I was falsely imprisoned for 24 hours. I have a heart condition that requires medication. My medication was checked in at the prison. With the stress of being unjustly locked up, I began suffering symptoms of a heart attack which are nausea, my left arm going numb, and pressure on my chest. From my first moment experiencing the symptoms, it was about half an hour before I saw a guard come my way to ask for help. Then I had to wait for that guard to get a nurse to see me so she could tell me, I had to wait until morning to take my meds. They were never given to me until I was finally released late in the evening on July 18. While I was in Torrance County Detention, hoping I wouldn't die in there, and become another statistic. I thought about my brother Gene Garcia, who died on July 18, 2014, at Torrance

County Detention five days into his incarceration. He died of a medical condition or so they say, even though he had a cracked skull and other injuries. I know of three other questionable deaths that happened at TCDF.

Once you're behind those bars, you're now just a dollar sign to the CEOs and stockholders of this legal human trafficking system. Billionaires of these privatized prisons can afford to lose a dime treating people humanely.

Commissioners, I ask that you don't renew the contract to keep this facility open and find a more ethical and humane use for it. Thank you.

Leonardo Casteneda - American Civil Liberties Union of New Mexico. I'm here to urge you not to renew the contract for immigrant detention at this facility. In the past five years, Torrance County has become nationally and internationally known as a site of horrendous conditions where young people from all over the world have come to suffer and even die. That has been a horrible reflection on all of us as a state. It's all because companies like Core Civic based out of state come in and do not care about the well-being of folks in our community, and do not care about the reputation of Torrance, or New Mexico. They care about the \$2 million a month that they get from the federal government, and then they'll disappear once that money goes away, or once the reputation gets too bad. I urge you to prioritize what the people in your community want. Thank you.

Jackie Neel: I'm here today to read a letter from Helen who is currently in Torrance. I am a member of (VIDA) Volunteers for Immigrants in Detention. I write letters to asylum seekers and also visit Torrance fairly frequently and can validate the pain and anguish of these asylum seekers and the messages that they give us about the treatment.

Good morning, my name is Calvin. I'm from Guatemala I have been in for four months. I've seen many problems here and do not think immigrants should be detained here. I work every day in the kitchen. The food is delivered, including beans that have worms in it. We are not allowed to give adequate portions of food but we always end up throwing food away. I know many people are hungry because they do not get enough food. The food quality is not good. Despite our best efforts to make the most of what we have to serve. I've been threatened by guards for no reason. The treatment is very bad and very racist. The medical attention is bad it takes a long time to ever get a response to a request for help.

When you finally do see a doctor they only give you an ibuprofen. Once when cleaning the kitchen some acid filled my eyes. I washed it and asked for help because my eye was hurting. It has been 20 days and I still haven't seen a doctor. I think this place is dangerous. The guards ignore us, and the ones who speak Spanish pretend they don't. There are no rights here.

Zoe Bowman – Attorney with Las Americas Advocacy Center. I urge you to not renew the contract in May. This past year I've partnered with a group of law students from the University of New York who have been providing remote legal consultation and representation for asylum seekers detained at the Torrance County Detention Facility. They're not able to be here today, but I wanted to share a statement from one of these students about what they have learned working almost daily with asylum seekers in Torrance over the past eight months.

Being legal advocates at Torrance County Detention Facility means bearing witness to the steady decline of our clients both physically and mentally, week after week while being completely unable to alleviate procedural delays or improve conditions. This is because due process did not exist at Torrance. Core Civic's persistent refusal to provide confidential meeting spaces for asylum seekers continues up to today. Moreover, understaffing at ICE, the asylum office, and Core Civic have led to widespread procedural delays at every stage of the expedited removal process. The refusal to address these due process concerns demonstrates that the ICE field office and Core Civic are incapable of operating the Torrance County Detention Facility in a way that complies with the intent of expedited removal. Additionally, individuals held in detention at Torrance persistently report inefficient health care, psychological abuse, racist retaliation by guards, labor exploitation, and violations of due process. More than one client has told us they don't know how they'll make it through the day, or if they'll be able to make it until next week's meeting. A psychologist evaluated one of our clients. The evaluator stated in his letter of support, that it is my medical opinion that if the client were to stay in Torrance, he could further decompensate due to lack of appropriate mental health services leading to severe suffering or even death by suicide. Thank you.

Jessica Martinez - Policy Director at New Mexico Immigrant Law Center: The following is an anonymous letter from a current detainee in Torrance.

The conditions here in Torrance are terrible. They prefer to throw away food instead of serving a little more on the plate as if to force us to buy food at the

commissary to make more money off of us. The portions are very small, the meat is artificial and all the food is either already spoiled or expired. There are worms in the food. I have extreme pain in my reproductive parts and need surgery. I was given painkillers but the doctor said that I needed surgery. Instead of surgery, immigration tells me that what I'm feeling is not an emergency and that they cannot help me. I felt like my insides were going to explode. I asked for help. Instead of receiving help, I was told to write a request for medical assistance. I am 19 years old and escaped violence in Colombia. I feel like I'm being punished for being a migrant. We are mistreated by the workers, the nurses, and immigration officials. Torrance should not be allowed to detain immigrants. We are treated very badly. Thank you.

Alejandra Rodriguez - Senior Doctor based on the detention team at the New Mexico Immigrant Law Center: Today I'm reading a statement from a man currently detained at the Torrance Detention Center. My name is Victor Rodriguez, I am from El Salvador. I left my country to flee threats and mistreatment from a group of people who have connections with the government and the police. My family has been threatened with revealing my location in my country. I was kidnapped and my cheek was cut off. My daughters are hiding to protect them. During my trip to the United States, I was kidnapped in Mexico, where they forced me to pay to be released. I had to give them 1000 Mexican pesos. It took me two months to reach the border. I spent two days in border patrol tents and then went to ICE custody. At the Torrance County Detention Center, we are only allowed to go out in the sun every four days for 30 minutes. Our breakfast is always the same with no fruits and not enough water for everyone. It is very difficult to get toilet paper, we have to beg the officers to provide it to us. The officer verbally insults us and discriminates against us avoiding any approach. Additionally, Spanish-speaking officers refuse to communicate with us. The medical service we receive is poor, they only give us pills for any discomfort. They do not provide us with Spanish translation translators, nor do they give us time to talk. The documents they asked us to sign are not translated into Spanish and force us to sign without understanding what we are accepting. We've been working in the kitchen for a week and we still haven't been paid. The cell intercom does not work leaving us without communication in case of an emergency. The officers lock us in our cells and are gone for many hours. Thank you

Isa Pena - Director of Strategy and a member of the immigrant community who works for Innovation Law Lab: For the past couple of years the Department of Homeland Security Office of Inspector General called for an end to the ICE detention at TCDF. Our staff has met in person and spoken remotely with hundreds of people detained here in Torrance County Core Civic has made countless attempts to make it appear all as well and good inside at TCDF. When in reality, the voices of the people inside say something completely different. My colleagues speak with people detained at ICE here in Estancia just 3.2 miles from where we are today, every day. In our conversations, all it takes is letting them know that we are not with the government, that we are not with Core Civic, and that we can inform them of their legal rights and they tend to open up about the shock of all the harms that they endure inside. While many are sharing individual stories directly from the inside, I will share things that we commonly hear. Leaking infrastructure leads to human waste backups, fungus, slip and fall injuries, lack of effective laundry leads to dirty clothes and rashes, terrifying and painful delays, and medical attention leading to injury. Fear that if they express mental health problems, they will be locked in solitary, severely lacking potable water, being compelled to work for few dollars a day to spend on commissary just to get badly needed and overpriced food. Being denied daily recreation time due to lack of staff, one or two-hour-long lock-ups, and small cells for counting four times a day. All of these emphasize what people detained at TCDF have independently offered. They are killing us psychologically. We urge you to end the contract.

Jovanny Sebastian Hernandez - New Mexico Dream Team: I'm here to read the statements from two men one from Guatemala and the other from Columbia detained at the Torrance County Detention Center. We are both here in the Torrance County Detention Facility full of anxiety, suffering, worry, and pain. We both have wives who are eight months pregnant and are waiting to become fathers for the first time. Both of our wives are separated from us at the border and are anxiously awaiting a release. They have high blood pressure and a lot of stress. We all went through horrible atrocities in our home countries and on the way here. Now we are here in this detention center, dealing with daily disrespect, a complete lack of hygiene, and dying to get out and be with our pregnant wives. The hygiene situation here is unbelievable. They give us used underwear and we have no idea where it came from or who has already worn it. We got fungus on our feet because everything was so unclean. We feel so confused about what is happening and what our prospects are there for the future. They give us information in English and we have no idea what it says. We are treated so badly here and feel discriminated against. We do not believe people should be detained here. Thank you.

Linda Jaramillo – County Clerk: We will be certifying our voting machines on April 23rd at 9 AM and we will continue until all the machines are certified. We notified all the candidates and it's open to the public. I want to invite everyone to come and watch the process, so you can see exactly how we certify machines. We have also started hands-on training for all our precinct workers in our early voting room.

James Grande Johnson: Morning, Your Majesties. Morning, fellow subjects. So I go by Grande Johnson. I come before you today to pray for your help. You see a few weeks ago some were not so chill. A lady stood up here and tried to tell you that we're using too much water on marijuana crops in the Estancia Valley. I wanted to come up here and argue today that maybe, just maybe, we're not using enough water on marijuana crops in this valley. Now hear me out, the reason I'm able to stand before you today completely stoned out of my mind is because of the doobie I smoked before I came in here that was rolled with that thing, Estancia Valley's sticky icky, because I'm stoned out of my mind. I'm totally chill. I don't even want to throw hands with the code enforcement guys right now. Before you judge me just understand that code enforcement guys are not chill. Other than code enforcement though, Torrance County is a pretty chill place and a prison. I guess that's not very chill either, but no enforcement and a prison. Torrance County is a pretty chill place to chill. I think the water used on marijuana has a direct effect on the generally chilled vibes in this area. It wasn't always like this, people in this valley used to drink alcohol to chill. Here's a chilling fact, alcohol is not chill. As a matter of fact, alcohol is the number one cause of alcohol-related deaths and injuries since Christopher Columbus arrived in the Estancia Valley on the Mayflower. You're probably thinking what, the Mayflower in Estancia, New Mexico. No way. Google it. It's a real thing. Forgot what I was here to talk about anyway, but thank you, Your Majesty, for letting me be with you today.

Tracie Gallegos – CFO/Administrator Village of Encino: I address you today with a concern that we have in the village that I hope doesn't become a concern for the rest of Torrance County in any way. Our municipality began purchasing water for residential usage in 1938 after incorporation. Considered a paying customer we supply the town and Vaughn with the largest most constant usages of the Vaughn water system. Recently we have been in discussions with the Town of Vaughn for continued assurance that our water supply will not be disrupted. Last evening, we

hosted the Mayor and Mayor Pro Tem of Vaughn in our council meeting to discuss this further. Needless to say, the discussion to protect this precious life source for the residents of our village is still under negotiation and questionable at this point. I urge you to take what is going on with the Village of Encino and the Town of Vaughn into consideration before taking action with the Town of Vaughn and the Duran water system and study the impact this may cause not just our village but the community of Duran and the many landowners to whom this water source is a significant part of their livelihood. Again, thank you for allowing me this opportunity to speak.

Ryan Schwebach-County Chairman: We will be reaching out to further understand this issue.

Samuel Schropp-County Commissioner: I'd like to add my voice to the public comments. Thank you all for your comments. I respect your humanity and admire your path. I'm the guy who has access to the prison and is doing the random walkthrough inspection. I'm the guy who was at the prison at 9 am on Christmas Day, and 8 am on Labor Day Monday, we went to the prison during the 100-degree temperatures last summer and bitterly cold days this winter to ensure that HVAC systems were working and the temperatures in the facility were reasonably comfortable. I am the guy who walks through the prison talking with staff and detainees checking food service and sanitation. I am the guy who is called when there are reports of no running water in the prison. On that day I dropped everything and went to the prison to ensure that there was water for drinking and sanitation. There was no interruption in water service on that day. I am the guy who made an appointment with the warden and reviewed the records about allegations of assault on two asylum seekers.

Our home is where I've talked, on more than one occasion, with Ian Philabaum and Mr. Prado regarding conditions in the prison and the system in place to screen asylum seekers. I am the guy who has seen men with tattoos denoting gang affiliation, and flashing signs of those affiliations as I walked past. I've been into the prison with Miss Bowman on an ICE tour. Mr. Prado, Mr. Philabaum, and Mr. Castaneda have helped me with a family who was living in our home interpreting until my Spanish caught up enough that we could handle things in-house.

Ann and I had a Venezuelan family living in our home for over three months as a family member who worked through the asylum process. That was a very intensive language program. I attended a virtual asylum hearing with the asylum seeker in my office on my computer. The mental health evaluation of one of your clients was printed on my printer, and I helped the asylum seeker translate it into English. I heard in detail first-hand accounts of the hardships that the family endured in their

home country and there in their journey to the US and through the immigration system, including time spent in the El Paso Detention Center. The five-year-old daughter still had emotional problems. Because of that, I've heard their firsthand accounts at length in my home in the evenings as we spoke of the conditions in the Torrance County Detention Facility.

That physical conditions in a facility meet the standards set out by DHS and ICE. The facility is clean, orderly, and reasonably safe. On my last visit, I spoke with a man who had been processed into the facility 14 hours before the time of my visit. By this point, my Spanish had improved enough to have some good conversations. They were malnourished, exhausted from the idea of coming to the ordeal of coming to the US, and frustrated and confused by being detained rather than released into the US. They are being held in prison without being charged or convicted of a crime in the US. They have no reasonable expectation of when their asylum claim will be heard or how that system will work. This is the inhumanity of the process, not the physical conditions in the prison.

DHS, ICE, and Core Civic are following the law and the policies mandated by Congress. The inhumanity of being held against their will without charge or conviction is a problem of federal policy, not a problem with Core Civic or its staff at the Torrance County Detention Facility. I add my voice to yours in protest, not against Core Civic or the physical conditions at the facility, but rather where the blame for the faults and inequities of the Congress of the United States. I urge you all to use your humanity and passion to pressure Congress to pass the bipartisan Senate Bill negotiated by Senators Lankford, Gillibrand, and Murthy. Detaining some asylum seekers for further vetting is, in my opinion, based on firsthand knowledge necessary to national security, fully funding and staffing the immigration system is the humane course of action, so that asylum seekers can have a speedy and fair hearing of their claims and will know where their future lies.

13. DISCUSSION

A. EMERGENCY MANAGEMENT: Department update regarding items that are in progress.

Samantha O'Dell-County Emergency Manager: The Local Emergency Planning Committee bylaws are now approved and will be submitted to the State Emergency Response Commission for approval. Next, we have an Executive Committee that meets quarterly and has been elected and their information has been submitted to the State Emergency Response Commission as well for approval. We will receive that information once they have their next meeting to approve those members. The Executive Committee consists of Chair Stephen Garrett, Vice Chair Todd Brogowski, Secretary Cheryl Allen, Information Coordinator Tracey Master, and the Emergency Manager also required to be part of the Executive Committee. We are meeting on the fourth Tuesday of every month at 9 am here in the commission chambers.

Our Community Wildfire Protection Plan is currently in progress. We have had two core team meetings. The third meeting was expected to be in April, but it will be in May, and we planned on having a public meeting in May but that will be pushed out to June. Once the dates are set, we will post information for the public if anyone is interested in hearing about the Community Wildfire Protection Plan that's been updated.

We have an Emergency Management Volunteer Group that is being renamed to Emergency Resource Partners of Torrance County that meets monthly. We are going to be holding shelter training in April, working on keeping those individuals up to speed so that if we have to open an emergency shelter, we have the personnel that can assist with setting that up. We are participating in a resource group that meets quarterly with individuals or agencies that bring information and resources available within the community. Something that I found is when we have, for example, a structure fire and I respond and get Red Cross assistance started for those individuals. I'm also telling them what information and resources are available, but I'm not providing them with any documentation. I'm working on putting together some folders that can be left with those individuals so they know where they can go and get food, clothing, pet food, or whatever resources they need.

On March 15, a storm damaged the radio tower. Since then there's been a handful of people that have been working to try to get those resources put back together. Some of our challenges were the road was impassable. The Road Department had to get up there and work on the road before anybody else could get up there to get the other items that were needed. During the storm five or six power poles were

taken down, and no electricity was available out there. Everything was put on the backup generator; the backup generator ran out of fuel. We were unable to get the propane truck up there due to the roads. Ben from our Dispatch, Valencia County, and Code Three who is the contractor that works with Valencia County were taking fuel up to the generator daily or sometimes twice a day to ensure that the power was there that was needed. The biggest issue that we have right now is the antenna is still broken. It is creating some issues with radio communication, some communications are not getting through, and some of the communications that are getting through are all static. As of today, they are supposed to be up there replacing that antenna. We hope that by this evening, radio communications will be almost back to normal. There's some concern that it will be in the same condition it was before the storm. Ben is working with Motorola and with Code Three who is replacing that antenna to make sure we get everything troubleshot so that we have the radio communications that we need for the county and our first responder's cell information. Thank you.

B. MANAGER'S REPORT:

Janice Barela-Madam County Manager: I met with Senator Ben Ray Lujan last week, along with some of his staff. He wanted to visit with us about any concerns and possible projects that the county has, and that he can assist with, including what projects We would like to submit to his office for funding for the congressionally directed spending. It was a meeting that lasted a little over an hour with him. He was very attentive throughout the entire time that we spoke and cared about all the issues that we brought up. We did bring up the Detention Facility and the ICE contract. Commissioner Schropp did a great job of giving the county's perspective on how this is a federal issue. I appreciate what you said to the Senator.

We reviewed most of the projects on our list, which were public safety related, those were items that he appreciated greatly. We're talking about combined funding between Congresswoman Melanie Stansbury's office and Senator Ben Ray Lujan's office to fund the new Fire Station possibly fully, along with USDA being an agency that's identified for additional funding if needed.

I felt this was a great visit. I was very pleased that the Senator reached out and wanted to meet with us. During the time that I've been with Torrance County last

15 years, I do not remember a time in his tenure that he has been out in Torrance County specifically to talk to us. I know that he also met with the Town of Estancia. It was great to see that he made an effort to reach out to those other local governments.

We will be advertising soon for the Director of the 911 Dispatch Center. We did receive a letter of resignation from our Facilities Director, we will be advertising that as well.

C. COMMISSIONERS' REPORTS

- 1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: Absent

- 2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: State FFA CDEs happened last week. Within the valley, we have three districts that participate in Moriarty, Estancia, and Mountainair. All of them did very well. Estancia has two Agronomies that achieved first place in the state, they will compete nationally. Mountainair took Forestry and multiple awards from the individuals and teams on placings. If you guys haven't been there, they announced the top five of a team and an individual, they then brought them up on stage in the Pan Am Center. Quite often, these kids have never been on a stage. It's a little nerve-racking. To watch these kids get up there and honestly achieve something that they have worked hard for is truly inspiring. If you see a kid in a blue jacket, be sure and congratulate them and wish them well.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: During a meeting with Senator Ben Ray Lujan, the Senator said the new 700 system would interface with the internet. As fiber optics comes online, as part of the project that will be running from Mountainair to Tijeras, it is going to pick up and help with a lot of these problems that we've seen.

I want to commend the County Manager and the Deputy County Manager; they had compiled numbers that were brought to the Senator's attention. The economic impact that closing the prison would have on the community as well as the human cost. We also spoke then about the humanitarian cost of prison as I related earlier.

Last night I attended a Fair Board meeting that was well attended, and all of the stakeholders were well represented, heard, and very respectful. I enjoyed it. I came away with a couple of questions that I need information on so that I can bring answers to the Board and the participants at the next meeting. How is the planning process for the construction of the multi-use building progressing? Is it on track for the multi-use building to be completed for the 2025 fair? There'll be some progress reports as we go along. Regarding the \$41,000 committed to the improvements to the current exhibition, I would refer this question to Commissioner McCall and his construction project expertise to keep from getting too many hands in the project. A complete list, as well as some guidance on this from the Commission to proceed with the plan repairs renovation. The Fair Board plans on a groundbreaking ceremony after this year's fair. The Board would like the Commission to participate and provide the architectural concept drawings for display at the fair for the groundbreaking ceremony. A proclamation from the Commission would be a nice touch as well.

14. EXECUTIVE SESSION:

A. MANAGER: Acquisition of water rights – Closed pursuant to NMSA 1978 § 10-15- 1(H)(8)

*Held before agenda item 12.

15. Announcement of the next Board of County Commissioners Meeting:
April 24, 2024, at 9:00 AM

16. Signing of Official Documents.

17. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Absent:

MOTION CARRIED

The meeting adjourned at 11:57 AM

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

The Video of this meeting can be viewed in its entirety on the
Torrance County NM website. (torrancecountynm.org)



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 8-B

DRAFT COPY
Torrance County Board of Commissioners
Regular Commission Meeting
April 24, 2024
9:00 AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
KEVIN MCCALL – COUNTY VICE CHAIRMAN
SAMUEL SCHROPP – COUNTY COMMISSIONER

Others Present:

JANICE BARELA – MADAM COUNTY MANAGER
TRACY SEDILLO – DEPUTY COUNTY MANAGER
MICHAEL GARCIA – COUNTY ATTORNEY
LINDA JARAMILLO – COUNTY CLERK
GENELL MORRIS – ADMINISTRATIVE ASSISTANT I
DONALD GOEN – COUNTY P & Z DIRECTOR

1. Call Meeting to order.

Ryan Schwebach – County Chairman: Calls the April 24, 2023, Regular Commission Meeting to order at 9:05 AM.

2. Pledge led by: Ryan Schwebach – County Chairman

Invocation lead by: Samuel Schropp– County Commissioner

3. Changes to the Agenda:

Janice Barela-Madam County Manager: Due to time constraints move 12A before public comment and 13A before 12B.

4. PROCLAMATION:

5. CERTIFICATES AND AWARDS: None

6. BOARD AND COMMITTEE APPOINTMENTS: None

12. APPROVAL

A. FIRE/EMS: Request approval of Torrance County EMS Guidelines set forth by Medical Director John F. Kah.

Hanna Sanchez - County Deputy Fire Chief: Mr. Kah is on Zoom to answer any questions. He has worked hard to get our EMS guidelines together, which we will follow. They are very similar to the state and Santa Fe County guidelines.

John F Kah – Medical Director: I am happy to answer any questions.

Samuel Schropp-County Commissioner: In reviewing the document, it seems that it is clear that it's nothing different than what is required by ethics and law.

Hanna Sanchez - County Deputy Fire Chief: It follows state guidelines.

Samuel Schropp-County Commissioner: There are some things in it, which are beyond my expertise. It was very interesting to read. I didn't find anything there that I would have questions about or that I'd be qualified to ask a question about.

Ryan Schwebach – County Chairman: It looks thorough.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Torrance County EMS Guidelines set forth by Medical Director John F. Kah.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

7. PUBLIC COMMENT and COMMUNICATIONS:

Linda Jaramillo-County Clerk: I want to announce that all our 22 voting machines have been certified. We got them done in one day. It was a smooth process. We ran 100 ballots through each machine, and with all the possible scenarios, they came up perfectly. They are ready for the 2024 election. I want to thank Sylvia Chavez Chief Deputy Clerk, Senaida Anaya Bureau of Elections Administrator, Kevin Pham, Sammy Chavez, and Herminio Salas voting machine techs. We were able to get this done extremely fast, and efficiently because of them.

Ann Schropp – Resident: Two weeks ago, I listened to numerous people read letters, supposedly from different detainees, claiming, “inadequate or foul water provided to the detainees.” These letters claimed the detainees were thirsty and claimed brutality from staff. They also claimed rotten, spoiled, filthy food, and were all strikingly similar to each other. By the way only, as best I can tell one Torrance County citizen spoke saying she was a prisoner in the county prison.

Commissioner Schropp goes to the TCDF frequently for surprise inspections, days, nights, weekends, and holidays, including the kitchen facilities, the common areas, and even the individual cells. He has always had free rein to speak privately with detainees. They have had no qualms about telling him the things they feel are wrong. Now, thirst is one of the fiercest most primal urges in all mammals. Yet not one single time in just over a year of speaking with detainees has anyone ever mentioned an issue with water? None whatsoever. Never once has a detainee mentioned the brutalities. Sam inspects and has eaten the food served there. He said the quality of the food was like a high school cafeteria. There's scarcely a square foot of that facility that is not under 24-hour video surveillance. Videos are archived and available under HIPAA. Not only have no detainees ever made such claims to Commissioner Schropp, but they have also complained to him about other things. Don't claim they're afraid to speak out. There's no evidence of any of the claims made in these letters.

There has been a movement of misinformation and disinformation from those who want to see immigration halted entirely. Those exaggerations and outright lies from that side of the issue anger me to no end. When the exaggeration and even lies are coming from the side, which I believe supports, that anger turns to disgust and fury. Our immigration system is broken and has a great many problems. Those problems are generated and must be solved at the federal level.

Since citizens cannot sue the US government or ICE, suing Core Civic and its staff seems to be the favorite option. Sue somebody it's the American way.

Jessica Martinez - Policy Director at New Mexico Immigrant Law Center: The following is a statement from a detainee whose name is Edwin Garcia.

I appreciate the open-mindedness and the ability for us to have this discussion and to discuss the actual atrocities that are happening. I ask that you please do the right thing. The right thing is that we all collectively agree that human suffering is not okay. We as humans should do the right thing to ensure that no one is left with mistreatment. Thank you.

Anna Trillo – Former Torrance County Resident: I graduated from Moriarty High School in 2007. I was a part of the FFA program, taught Sunday school at Our Lady of Mount Carmel Church, and volunteered at the public library. I received Rotary scholarships, school board scholarships, and the New Mexico EMW Gas Scholarship when I graduated high school. I am about to be a certified attorney working with the New Mexico Immigrant Law Center.

For the past two years, I have been working with asylum seekers outside of detention and helping them with their process. They're making statements where they're fleeing due to political persecution, where their countries either don't protect them from harm or sometimes the countries themselves are causing this hurt. I'm also part of the detention team where I have visited the Torrance County Detention Facility. It has been really hard for me to go to that center, especially being in my community because it does not represent who we are as a community.

Both my parents are immigrants from Mexico. They have worked their way to have a small ranch east of Moriarty. My mom retired from the Edgewood School District. This doesn't represent who we are. The facility does not represent the human violations that are happening there. It does not represent who we are as a county. I know, and my family knows that we are a very welcoming community to immigrants and that we'd like to provide opportunities. We want to see our future thrive in this county.

Unfortunately, I haven't been able to come back and work in this county, there aren't any jobs available that I feel would satisfy my career aspirations. The only other options I would have are to run for political office or have a government job,

which at this point due to my student loans, and everything else, I wouldn't be able to cover some of the expenses. My brother also graduated from the UNM School of Medicine, and he specifically did a program to do rural medicine. He's graduated now, working in Greeley, Colorado, continuing the rural medicine track because there aren't places here.

I am here to please ask you to not extend or renew the contract with Torrance County Detention Facility and to please consider the human rights violations. I will provide my card so that you all can reach out to me if you would like to speak to me or my family as constituents of this area and to my brother as well. I am more than happy and open to those conversations with you all. Thank you.

Samuel Schropp-County Commissioner: You can expect a call from me. I'd like to talk to you about us being a medical desert and what Congresswoman Stansbury is working toward to remedy that.

Alondra Reyes: Today I'm here to speak on behalf of a detainee at the Torrance County Detention Center. I am an asylum seeker from Venezuela. I'm 22 years old and left my country fleeing political violence. My family stood up for democracy and freedom, and we were targeted by Maduro and his associates. The journey to the United States was difficult. I was constantly targeted because I am a migrant. I was robbed by criminal groups, and even the police in many countries, including Mexico. By the grace of God, I made it through all of these obstacles. I then presented myself at the border to immigration officials in November 2023 and asked for asylum. Instead of protection, I was sent to Torrance to be punished. I was initially denied the opportunity to seek asylum until a lawyer fixed my case. I don't want the nicest cars, houses, or mountains of money. I just want to be given due process.

In Torrance County, I was sexually harassed and assaulted. I didn't want to say anything about what happened to me because I was very scared. The man told me that he would stab me in the neck with the utensils we were given if I said something. This is the worst thing that has ever happened to me. It's because the government detained me here, instead of offering me the protection they promised. I am free now and seeking asylum while living with my family out of detention. None of this was necessary. I didn't deserve this. What I went through is unacceptable. What they did to me is an injustice. Thank you.

Emma O'Sullivan – Attorney: I serve as Executive Director for the Santa Fe DreamWorks project. I am a seventh-generation New Mexican in Valencia County. Today, it's my honor to share the anonymous testimony of a gentleman who is detained in the detention center.

I am a Venezuelan immigrant, I am 43 years old, and I fled Venezuela to escape political persecution. I turned myself in to US immigration authorities at the border in August 2023 and requested asylum. Instead, I was sent to Torrance. Human rights in Torrance are not respected. The officers do not use interpreters to communicate with us. It is impossible to communicate our needs in urgent situations. Some officers speak Spanish but refuse to help us. There's poor hygiene and sanitation. It can take four to five days just to get soap. We are not paid for labor. Those of us who clean are not always paid. Other times we are paid late. The food quality is horrible. It is non-existent here. We get chicken once a month. There are no carbohydrates, no vitamins that could be nutritional from the food that we receive. The cauliflower salad we get is moldy, the potatoes are raw. The chicken has no flavor. The pasta is raw with no flavor, and the meat is unidentifiable. They give us a very small portion for each meal. We are always hungry due to the portions but also the quality of the food.

Allegedly there's a legal library. I once submitted a request to translate my asylum application since they're supposed to help us with translation, but they never responded. As a result, I got scolded by the judge because I did not give anything filled out due to not understanding anything. It wasn't until I met a lawyer that I was able to receive help because here you can't count on Core Civic for anything. They do with us whatever they want to because they can. If someone dies, no one will know or find out. It has already happened. Someone died here in 2022. I won't be surprised if it happens again. Thank you.

Betzaiva Mayorgas: I'm from Honduras, I'm 58 years old, and I suffered many things in the Torrance County Detention Facility. First, they don't treat us the way we should be treated. They treat us immigrants very badly. We are treated differently than those in criminal custody. Sometimes I think we are treated worse because we don't speak English and because we're immigrants. The treatment is very racist by Core Civic. It feels like a madhouse for us immigrants. We have been detained for five months and have had four court hearings. I have had three different judges. I simply want to be here in the US in peace as I seek asylum. The process is not smooth, and I can't find a lawyer to help me with my case. No one explains anything to me. I no longer have water in my cell. The food is very bad.

My deportation officer and Core Civic officials ignored me when I asked for help. Who can save me from this? Only God can save us from this mistreatment.

Jaqueline Zambrano: I want to briefly share a story of the pain and injustice of a broken immigration system that tears families apart. Imagine being a young child standing outside the steel bars of an immigration detention center, desperate to reach out and simply hug your father, but unable to do so. This is my reality. My father, a loving and hardworking man was unjustly detained in an immigration detention center. His only crime was the pursuit of a better life for our family. The trauma of seeing my father behind these bars, treated as less than human, is a pain that will forever be in my memory. I watched helplessly as he suffered mistreatment and neglect at the hands of those who were supposed to uphold justice. The cruelty didn't end there. Despite my father's efforts to fight his deportation, he was so far away from us. They did not care about the impact that would have on my family. The pain of losing my father in such a manner is something that no child should have to ever endure. It is a reality that countless families across our country face every day. Our immigration system is broken failing those who need it most. I sent you today with a message of resilience and hope we will not be silenced. Thank you.

Nathan Dial – Estancia Mayor: I want to make people aware of what Bill King tried to do as far as selling water illegally. He got caught and is now in the process of changing the status of water. This is setting a precedent that anybody can do it. Currently, Bill Wrye has the same application for a well on the other side of CCA, also Jacob Serrano already has two filling stations set up at a property by the transfer station about a mile and a half away. I believe he's already selling water. I haven't proven it yet.

King initially posted in San Miguel, Santa Fe, and Bernalillo County. Wrye posted in Bernalillo County. This is legally right because technically the Independent is not in Torrance County. McIntosh's paper hasn't been recognized yet. People need to be aware these publications are being posted in Bernalillo County which will affect the basin. We need to stay on top of this because everybody that has a big ranch sells half their water because half the water is better than all the water wells. That's not going to stop shallow wells from going dry. I want people to be aware Serrano's are already set up to do it, Bill Wrye is doing the same as Bill King. Thank you.

Valerie Smith - Delinquent Tax Specialist: On Monday, April 22, 2024, the Torrance County Treasurer's Office held its first manufactured home auction. Four of the eight tax-delinquent manufactured homes were sold, which reproved the previous laws and taxes on those forms. The total purchase amount made was \$16,977.14 with \$7,308.51 in recovered taxes, \$820 in fees, and the remainder of \$8,857.63 going to the State of New Mexico, which will then send this overage to the previous owners.

I believe some small improvements can be made, and our next option is more advertising for a larger turnout, but overall the auction went smoothly. The Treasurer's Office is planning to continue to auction seriously delinquent manufactured homes every six months. The Treasurer's Office would like to make clear that when a tax-delinquent manufactured home goes up for auction, it is because it has been delinquent for many years. Many attempts are made to contact and communicate with the owner. Once all options to repeal delinquent taxes have been exhausted, the home is put up for auction. The owner of the home still has until the moment the auction begins to pay the taxes due, at which point its taxes are not paid. The home will be auctioned.

The Treasurer's Office does not auction homes when an owner is working with them to pay off the delinquent taxes. If you know that you are delinquent, please contact the treasurer's office to speak with Juan Morales or me about a payment arrangement or with any questions, comments, or concerns.

Janice Barela-Madam County Manager: We received a press release from Tax & Rev. New Mexico Taxation and Revenue Department warning taxpayers about fraudulent demand letters going out to property owners who are delinquent on their taxes. The letters tell the owners to call an 800 number by a certain date or the state will seize their property letters have to have been sent to property owners in Valencia County and possibly elsewhere. The letters are not from the State Taxation and Revenue Department. Anyone with an outstanding property tax debt should work directly with the Treasurer's Office in the county where the property is located, or with New Mexico Taxation and Revenue at 505-827-0883. If the debt is over three or more years past due and has been turned over to the state for collection, the Taxation and Revenue Department does auction properties for delinquent taxes when it has been unable to collect debts owed on these properties. The department schedules at least one auction in each county annually. Anyone

who suspects they have encountered fraudulent activity can contact the department through the fraud hotline at 1-866-457-6789 or by email at tax.fraud@tax.nm.gov.

Barbara Schroeder - Member of the Santa Fe Faith Network for Immigrant Justice and a volunteer with New Mexico Immigrant Law Center: I'm asking the Board to not extend this ICE contract. The Torrance County Detention Facility has a long-documented history of abuse of detainees. On March 20, 2024 study found excessive use of force by guards, inadequate medical care, insufficient access to legal information, unsanitary food service, unsatisfactory provision of personal hygiene items, and limited recreation availability for the people detained and asylum seekers detained there describes the deceptions practiced by ICE that led to his incarceration, as well as the poor living conditions and the physical, psychological, and verbal abuse endured by the detainees. These conditions are experienced time and time again by people detained at Torrance. These practices are not only inhumane and against our New Mexican values but are clear violations of national detention standards. Torrance County is violating the law, not upholding it. Please stop this inhumane incarceration of asylum seekers. Enough is enough. Thank you.

Ian Philabaum - Innovation Law Lab: Innovation Law Lab is a nonprofit legal service provider that has served folks detained at the Torrance County Detention Facility since 2019. I'm going to read some excerpts from a January 2024 report entitled Psychological Harm Imposed by Torrance County Detention Facility on migrants in its custody. Written by Humanitarian Outreach for Migrant Emotional health or HOME, an expert Clinton clinical team of fully licensed mental health professionals.

Issues highlighted in the report include but are not limited to the use of punitive solitary confinement, deprivation of drinking water, dehumanization, racism, discrimination, fear of officers and staff, and refusal to address patient needs. This report is available to the public and builds on a 2022 study they conducted at TCDF.

The following is from the report's conclusion. As of 2022, the clinical interviews that HOME mental health professionals conducted at TCDF of detainees and our review of TCDF healthcare records revealed that many organizational practices are harmful and contribute to the emotional suffering and deteriorating mental health

of persons in their custody. Many decisions that promote and sustain these practices are clearly at the organizational leadership level. We are troubled that more than one year later, even after abusive practices were publicly revealed, TCDF has not remitted its punitive and dehumanizing culture. The TCDF organizational culture poses a substantial psychological risk for all persons detained there and also poses a risk of perpetration-induced traumatic stress for staff and officers. For these reasons, HOME recommends the release of current detainees to save communities, and the closure of the TCDF facility to prevent additional abuses.

With this report in mind, I would refer the commission to Article Six of the 2019 contract with ICE and Section 4.3 of the ICE PBNDS for further understanding of how Core Civic operating TCDF in violation of the contract is, we hope you'll decide against any extension or renewal of the contract with ICE and stop this harm. Thank you.

Natalia Ocampo - Colorado College student researcher: This past November and December, I conducted interviews with migrants detained at Torrance County Detention Facility. I was able to interview a 41-year-old Venezuelan migrant who sought asylum in the United States after facing persecution from a political group in his home country. During our conversation, he recounted his experiences at the facility which I felt compelled to share.

He stated, “We are constantly hungry due to the small portions and poor quality of the food. During my time here I have been serving moldy and raw food. If you make friends with those who work in the kitchen, they give us bigger portions, but the Sheriff did not allow it. Everyone is mistreated here. The officers abuse their power, and they don't like to fulfill their rights. We only go outside whenever the guards feel like it or when they're in a good mood. They only take us outside two or three times a week for about an hour, the rest of the time we're locked up. I'm always afraid and no one is safe here. The officers do with us whatever they want because they can. If someone dies here, no one will know or find out. It has already happened. Someone died here last year. He was put in solitary confinement, and he took his own life there.”

Most of the testimonies I take echoed this one. These testimonies highlight the importance of not renewing the ICE contract with Torrance County Detention Facility. Thank you.

Faith Yoman: I live in Santa Fe County and have visited Torrance County Detention Center about 10 times in the last 18 months as a VIDA volunteer. I want to urge you not to renew the contract with Core Civic. Core Civic is ill-equipped to provide even routine medical care, let alone urgent situations that might arise. Ibuprofen is the remedy for any situations that arise for medical care. I sat next to a young man who told me he was diabetic and that he was hungry all the time. His blood sugar was low. His hands were shaking when he held them out in front of himself. I could tell that he was also suffering psychologically from the lack of enough food and care for his diabetic condition.

Another middle-aged man that I met had broken toes, he was barely able to walk. Other detainees were helping him walk. Again, the remedy given for his broken toes was Ibuprofen. People who have mental health, anxiety, depression, and even suicidal ideation, are afraid to go to the medical nurse. The cure for anxiety and depression is to put the inmates into solitary confinement, which only makes it worse. So they're afraid to say that they're suffering from depression because they don't want to be put into solitary confinement. If other inmates tried to advocate for their fellow inmates who are depressed or ill physically or mentally they are punished by being put into solitary confinement or even removed from the detainee ICE population and put into the general population. I urge you not to renew the Core Civics contract with Torrance County. Thank you.

Diane Buda - Colorado College student researcher: This past November and December I interviewed migrants detained at Torrance, hearing firsthand people's accounts of the facilities' inhumane conditions. Through these interviews, it became blatantly clear that the rights, safety, and well-being of migrants are gravely jeopardized by detention. Honduran migrants shared the impact of being locked up during counts at Torrance. He stated, "I sleep locked in the cell and then I am locked up again and again throughout the day. Being locked up during counts has negatively affected my mental health. I dream of bad things; I feel that I'm going to die locked in the cell and that the whole structure will fall on me during counts. I feel that they will keep me locked up forever." The migrants also shared concerning conditions regarding the food served at Torrance, he stated the meals are three slivers of protein that have no taste, and often aren't cooked correctly. The food is not enough to satisfy one's hunger. I eat it because I need to continue to survive. My stomach is not used to this food, and it has been a struggle. My diet is restricted due to my appendix bursting about nine months ago. I think it is affecting my stomach aches with pain. They only provide us with an appropriate meal when

there are inspections taking place, but it should be happening all the time. We don't deserve this type of treatment. We are human beings. Thank you.

Casey Magan - Attorney at the New Mexico Immigrant Law Center: We have assisted hundreds of people and represented hundreds of kids in Special Immigrant Juvenile status cases in New Mexico. The federal government awards Special Immigrant Juvenile status to immigrant kids under 21, who have a state court order determining they've been abandoned, abused, or neglected by a parent in their home country and have a legal guardian here in the United States. It is a pathway to permanent status. We also provide legal presentations to people detained at Torrance County Detention Facility every week or every other week. Every time we go, we see kids as young as 18 who have been separated from their families at the border by DHS. These kids are subjected to expedited removal proceedings and denied the right to seek suggestions which they're allowed to do in New Mexico under New Mexico House Bill 15 passed last year. ICE routinely detained kids and took some from their families. We please ask you to not extend Torrance County's contract with ICE as they in their out-of-state corporation partner routinely violate the rights of immigrant kids in our state. We urge the Commission to not be complicit in family separation and in blocking access to justice. Torrance County has the opportunity to do the right thing. Thank you for your time.

Jovanny Sabastian Hernandez - Southern New Mexico Manager at the New Mexico Dream Team: I'm here advocating on behalf of the New Mexico Dream Team urging to end contracts with Torrance County Detention Facility. We've heard many testimonies and articles describing the inhumane conditions of this place. It's sad to see that places like this are still operating because of profit motive over human dignity. We have to understand that asylum seekers are seeking a place to feel safe and call home, not being placed in horrible places like this one.

Detainees are treated badly, they're fed poorly. Health care is denied, and their mental health and physical well-being are put at risk day to day. New Mexico residents should not live in fear of being detained in a federal immigration detention center, or seeing their families go through the horrors of detention. No asylum seekers should have to question why they were placed here as public servants. We hope you stand by your community's values. Together we can envision a New Mexico that does not thrive off of caging vulnerable populations but welcomes migrants and asylum seekers with dignity. Thank you.

Miles Tokunow - Deputy Director of Ole: We focus on workers' rights, immigration, and more. I'm representing thousands of members across the state, many of whom have been affected by our immigration system, all of whom are workers in New Mexico. They dedicate countless hours advocating for an economy that works for all of us and urge the Commission to put forth our shared values of dignity and opportunity. Please vote not to renew or extend the contract with ICE. We believe all workers and all New Mexicans deserve dignified jobs and dignified lives. Thank you.

Nina McKenna: I share this statement on behalf of the Immigrant and Non-Citizen Rights Clinic at the CUNY School of Law. For the past nine months, my colleagues and I served nearly 100 individuals detained at TCDF, who come from four continents in 14 countries across the globe. Being legal advocates at TCDF means bearing witness to the steady decline of our clients, both physically and mentally, week after week, while being completely unable to help them due to procedural and structural barriers.

Though this is a failure at every level, I will specifically address three of the most egregious shortcomings that we have witnessed. First TCDF is fundamentally unable to implement proper expedited removal procedures. Structurally, TCDF does not have private locations for our clients to participate in their credible fear interviews, something that is required by law, organizationally, understaffing at TCDF and the asylum offices has led to widespread processing delays and thus the prolonged detention of our clients. Secondly, clients consistently report inhumane living conditions such as sewage backups in living areas and the presence of worms or mold in their food. Moreover, Core Civic dramatically and unlawfully underpaid and overworked individuals who are detained, as evidenced by recent violations documented with the New Mexico Department of Workforce Solutions. Finally, our clients state that in the rare instances when medical attention is provided, the facility lacks the resources and capacity to offer comprehensive care beyond prescribing basic medications for sleep or pain, and the psychological evaluation conducted for one of our clients. The evaluator states, that it is my medical opinion that if the client were to stay in TCDF, he could further decompensate leading to severe suffering, or even death by suicide.

If Torrance County Commissioners choose to renew the contract for Civil Immigration Detention at TCDF, beyond its expiration in May 2024, they are effectively choosing to prolong suffering, exacerbate trauma, and deny legitimate

asylum claims. Torrance County Commissioners must refuse to continue funding the cycle of harm and injustice inflicted upon the individuals who arrive at TCDF seeking safety and refuge. Thank you.

Samuel Schropp-County Commissioner: ICE regulations require all of you to give 24-hour notice to the detainees who wish to speak as legal representation. As a County Commissioner, I can walk into the prison on demand at any time because I have taken your concerns to the warden. The warden has agreed that I can come in anytime talk to anyone at any time and inspect any portion of the prison. Having said that, last night I received a call and an email from Leonardo Castenda of the ACLU of New Mexico, regarding the renewal of the county's contract with ICE. Mr. Castenda sent me a letter that the ACLU of New Mexico had written to the Secretary of the Department of Homeland Security regarding the death by suicide of Kalsey Vial in August of 2022. Once again, the events described in a letter took place nearly two years ago and do not reflect the conditions in prison, which I have witnessed in my random and unannounced inspections of the facility. During that time, I witnessed the quarantine and treatment of detainees with Coronavirus and with chickenpox.

The accounts we heard except for Miss Reyes and Betzaiva Mayorgas are not credible, contradictory, and are hearsay as defined by the Civil Rules of Procedure used in US courts. The accounts that you attribute to the federal government will not be changed by the closing of TCDF. Those detainees will be moved to another facility. There will be no one like me appearing on Christmas morning, Fridays, and times when supervisory personnel isn't there for the program, the process of the things that you are the inhumanity of holding people without charge, and any reasonable expectation of adjudication of their claims will continue. TCDF has nothing to do with that. This Commission will continue with random inspections of the facility and make its decisions based on the current conditions and the facility and credible facts, not hearsay.

8. APPROVAL OF MINUTES

9. APPROVAL OF CONSENT AGENDA

A. FINANCE & PURCHASING: Request approval of payables.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve payables.

Kevin McCall-County Vice Chair: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

10. ADOPTION OF ORDINANCE/AMENDMENT TO COUNTY CODE:

None

11. ADOPTION OF RESOLUTION:

A. SHERIFF: Request approval of Resolution 2024-17, A Resolution Setting Law Enforcement Personnel Overtime Threshold, Superseding Resolution 2024-02, and Maintaining the FLSA §7K Exemption.

David Frazee-County Sheriff: We are here today because we have a problem with staffing in our department, we have lost some deputies recently. We had gone before you with a resolution to go to a 12-hour shift, and we are now requesting that we change that resolution so that we can go back to the way we originally had it. We could still keep sufficient coverage for the county. Undersheriff Reynolds is here and will give you some more details.

Stephanie Reynolds-County Undersheriff: We hired uncertified deputies, two have resigned, one immediately and one has provided a two-week notice. We are down several deputies. This is not something that is isolated to Torrance County. This is a state and nationwide issue. We have gone back to the 10-hour shifts. With the previously adopted resolution, we were on the 12-hour shifts and then 86-hour reporting. We were requesting that you would consider allowing us to go to the 40-

hour work week again, while we try to staff and provide the coverage that our community needs. If we were to stay on the 12-hour shifts, we will all be burnt out. The Sheriff, myself, and other administrators are all on shift. It is getting to be too much on all of us.

Ryan Schwebach – County Chairman: I thought when we passed this I gave you the flexibility to do both?

Michael I. Garcia-County Attorney: What we did mostly with the previous resolution was adopt FLSA section 7 K exemption for law enforcement that allows us to pay overtime at a higher number of hours per week, specifically 43. That was the focus of that particular resolution. What this one does is maintain that exemption under the FLSA. We are still not liable under the FLSA for overtime, about 43 hours, but it also gives us the flexibility of paying overtime at 40 hours in seven days.

Ryan Schwebach – County Chairman: Now we have the flexibility with this resolution. When you get full staff again, go back to 12-hour shifts, because what I remember is the deputies liked that 12-hour shift better, but it doesn't work when you are down deputies. Is that correct?

Stephanie Reynolds-County Undersheriff: Correct.

Kevin McCall-County Vice Chair: Will there be hours not covered by the county?

Stephanie Reynolds-County Undersheriff: The schedule has a four-hour window around two in the morning. The Sheriff, myself, the lieutenant, and our investigator are covering those hours. There will be no time that there is no coverage.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Resolution 2024-17.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

12. APPROVAL

A. FIRE/EMS: Request approval of Torrance County EMS Guidelines set forth by Medical Director John F. Kah.

- Agenda item heard before public comment.

13. DISCUSSION

A. MANAGER: Central New Mexico Electric Cooperative (CNMEC) would like to discuss broadband build updates, presented by CEO, Alena Brandenberger.

Alena Brandenberger – CNMEC CEO: CNMEC's vision moving forward is to help with the need for broadband in the county. In the 1940s, the Rural Electrification Movement was for the lack of electricity in rural areas. This movement of citizens brought electricity to the rural areas where we are today. Central New Mexico Electric feels that this is a time and place to get involved. We're not trying to chase out small entities, that is not the goal.

We are positioned in such a strong way that we have the infrastructure available with the poles and wires. We can stream fiber very quickly once all the steps have been taken in our system to be able to do so now. We have been awarded several grants, and we're working on a third one that we're hoping to get from the state. The second one is Rural Utility Service, which we're very familiar with. The third one we are currently working on is also through the Rural Utility Service. We don't know if we're going to get that or not, we haven't sent an application yet.

We do have some maps to share with the Commission (the maps are not public records). We can answer any questions that you might have. I'm going to turn it over to CNMEC IT Manager Ed Burkhart. He's going to share some of the areas based on the grants that we have received thus far. We've already done the design on some of it, and we're working on the rest of it as we speak. The grant process is not fast, unfortunately. The way that they're set up is we're supposed to be part of what the grants are applicable for based on when they're awarded by the end of

2026. I don't foresee, based on both at the federal level and state level, they're having difficulty trying to get this money shuffled around with everything going on. I don't know what's going to happen as far as them extending those. It will take a while to build all of this out and with it will come supply chain issues. Finding the contractors and things of that nature. It will take time. We're very excited and hopeful that with the deployment of broadband in a mass way, we're hopefully going to be able to grow our economy, among other things.

Samuel Schropp-County Commissioner: You're aware that the FCC maps on coverage areas are not accurate for Torrance County, and this Commission has formed an Ad Hoc committee to rebut those FCC maps.

Alena Brandenberger – CNMEC CEO: Yes, I am aware of the maps but not aware of the committee, I hope that we can all work together. At this point, we are trying to build based on feasibility, budget, manpower, materials, contractors, and so on. We would want to first go according to the grant provisions and build that out first. I'm not certain how that's going to look down the road.

Ed Burkhardt – CNMEC Information Tech Manager: I've been working closely on this project and I'm here to show you screenshots of the mapping from our consulting firm. This first slide shows that the black border is the boundary of Central New Mexico. The vast area of New Mexico will eventually have coverage, that is about 9300 square miles. The green line runs up from Mountainair to the north side of Highway 40. This is what we call the middle mile, the middle mile is an artery that's hooked to the internet that would provide branching off into other connectivity. This is a 288-pair fiber line that is going to be on the poles. The cheapest way to get fiber to an area is on the poles. It's probably 1/5 the cost of going underground.

There are eight substations, we have two other switching stations that are not on the map. The next slide will give you what we call the last mile, the last mile is the veins, if you will, that are tied to the artery, those blue lines are the subscriptions that will be tied into the main line. Roughly 900 subscriptions or so in that area. You will notice that there is a connection to that substation, and we will be running the line to the substations to use for something we call SCADA. This is a system that is used to control our equipment in the substations. That's something we're moving toward in the future which will aid in outages. That's another subject. The other section of what we call the last mile is right here in this community these are the streets being tied in. If you see the white line around everything, that is the constraint that we have from this state grant, we can't go outside of that, or else we

might forfeit funding. The white line is the constrained area by the rule of the state grant.

Ryan Schwebach-County Chairman: What does that represent? Why is that the boundary?

Ed Burkhardt – CNMEC Information Tech Manager: When the consulting firm processed the grant, they were constrained to certain areas of New Mexico based on what we call a panacea. If you look at the map for everybody who has gotten grant money from various grant sources, there are just little pieces of what is available. By going to this middle mile project, that consultant was able to tie that middle mile and a very thin line through two major communities, all the way past I-40. If we had veered off of that, even five miles off of that, we probably wouldn't have gotten the grant. It was all controlled by the state broadband service.

The FCC maps are not very accurate. They have made some major changes to that map in the last year. I'm fairly sure that our consultant was using that as well as other factors.

Ryan Schwebach-County Chairman: Would the grant you're referring to partially fund hooking up to a subscriber if you're inside that white line? If you're inside the white line, does it prevent you or change the cost?

Ed Burkhardt – CNMEC Information Tech Manager: It keeps you from being able to use the funding to get outside of the system.

Ryan Schwebach-County Chairman: Just the funding?

Ed Burkhardt – CNMEC Information Tech Manager: Yes. It changes every day because everything's going up, about \$10,000 and probably \$50,000 for underground. It is possible through private funding; we can't use the Co-op funding. There is very little area that is not protected by funding.

Alena Brandenberger – CNMEC CEO: Even those who are doing grants are having difficulty trying to determine based on awards. They look different in addition to the FCC maps, but there are other considerations. All the grants can be somewhat different. I'm familiar with the ones that we have chosen to participate in. When we're looking to try to determine what area we think are going to get, each grant works off of a scoring application. Whoever puts in for an area and an applicable grant, gets awarded that grant in that area based on their taking score.

Mr. Burkhart was explaining when you're looking at the FCC maps and other things that go into consideration when you're trying to go in for an area. There are maps out there that we can see where other grants have already been awarded. They have some of the areas already spoken for, not to say you can't go in for them. You will get a zero or a very low score for that being a success. They're trying to spread the grant monies and not be redundant. There are a lot of players and a lot of folks trying to go after the money.

I want to reiterate to the Commission, staff, and guests that CNMEC is not in this to make money. We're not for profit, we're member-owned. Our board is elected by you the members, and we see that there is a lack of good, reliable, affordable broadband.

Ed Burkhart – CNMEC Information Tech Manager: I want to say something about the FCC. First of all, we had a situation where we filed for a grant through the RUS, and we were close to getting a grant but lost the grant because another player lied to the FCC about how much bandwidth he had. He had more than was even possible. I made some calls, the FCC has no authority to do anything to this guy, you'd think they'd put him in jail for that because it was dealing with millions of dollars. Turns out, we lost the grant, and the relationship with that guy. That's the kind of stuff the FCC is not capable of up-policing. They have started getting a little more interested in accuracy, but they still don't have the handcuffs to deal with those people.

Ryan Schwebach-County Chairman: It's not exclusive on who can tie into it and who can use it. It is simply where the funds are used with these lines.

Ed Burkhart – CNMEC Information Tech Manager: Correct.

Samuel Schropp-County Commissioner: It was the intent of this Commission when Resound came to us and we formed the Ad Hoc committee to promote competition and it is going to be counter to the wishes of this Commission to have exclusive territories so that's something that I thank the Commission as we look at grants and supporting different grants that we are remaining with our intent to promote competition and not protected territories.

Ed Burkhart – CNMEC Information Tech Manager: I want to say something about Resound, they are a fixed wireless operation, correct fix wireless works, but doesn't give you the bandwidth that hooking up to the fabric does. I can tell you

right now that we just had a meeting yesterday with some people who sell broadcast equipment. You go beyond two miles; it's dropping way down low. That's a constraint. We want to provide something up to around 100. It will depend on usage. You load up that fiber, it slows down the speed. We think with this particular design, it's going to be a lot faster, at least to these communities that are north of I-40.

Kevin McCall-County Vice Chair: Are there any ways we can get those maps? I'm having a hard time with that projector.

Alena Brandenberger – CNMEC CEO: I would be happy to share this with the County Manager, but it's not public information.

Ryan Schwebach-County Chairman: What do you need from us?

Alena Brandenberger – CNMEC CEO: Support, we're not asking for you all, to support us more than the next person. We are trying to get the word out. Our goal is not to be the only game in town, but just to help provide a service that we lack in this area.

Ryan Schwebach-County Chairman: Based on what we've seen, you have letters of support when needed.

B. SHERIFF: Request approval of the Modification of Grant or Agreement between Torrance County and the USDA, Forest Service, Cibola National Forest, and Grasslands for patrol of the Cibola National Forest. (Grant Committee review not required)

Cheryl Allen-County Sheriff Executive Assistant: I am seeking approval for this ongoing agreement. We signed the agreement last year with your approval, and it is for a five-year plan. Each year they do give us a modification of that agreement that tells us what money would be available. It is planned for \$5,000 a year. Last year because of staffing issues and other circumstances we were unable to spend the full \$5,000. In discussions with USDA officials, and administrators that work on this grant and myself, we were able to convince them to roll over all the monies leftover from last year and that we would be committed to utilizing these funds. It pays for Peace Officers to patrol specific areas that are designated in the grant but

it's up in the forest in the grassland areas. During those patrols, in addition to doing any kind of legal work that would be necessary there also, it's designed so that the officers need to get out and speak with the hikers in the area and try to identify any climbing trends or anything that might be happening or needs that need to be addressed by law enforcement or fire personnel. One of the things that we need to make a change modification for this agreement is that they had submitted with it the list of the officers that was based on when we did the first application.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve Modification of Grant or Agreement between Torrance County and the USDA, Forest Service, Cibola National Forest, and Grasslands for patrol of the Cibola National Forest.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

C. GRANTS/CLERK: Request approval to ratify the Grant Agreement from the Office of the Secretary of State for improvements to the voting machine storage warehouse, including cameras and security, total amount awarded is \$50,000.

Amanda Lujan - Grants Administrator: In the last meeting you approved this application, the process was very quick. We submitted the application, it was approved, and County Manager Janice Barela signed it last week. I'm here for ratification and approval of that signature.

Action Taken:

Ryan Schwebach – County Chairman: Motion to ratify the Grant Agreement from the Office of the Secretary of State for improvements to the voting machine storage warehouse, including cameras and security, the total amount awarded is \$50,000.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:
MOTION CARRIED

A. COMMISSION: Request approval to authorize County Manager Janice Y. Barela to execute an Amendment to extend for four (4) months the current Intergovernmental Services Agreement between the United States Department of Homeland Security U.S. Immigration and Customs Enforcement Office of Enforcement and Removal Operations and Torrance County.

Action Taken:

Ryan Schwebach – County Chairman: Motion to approve and authorize County Manager Janice Y. Barela to execute an Amendment to extend for four (4) months the current Intergovernmental Services Agreement between the United States Department of Homeland Security U.S. Immigration and Customs Enforcement Office of Enforcement and Removal Operations and Torrance County.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach
– County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:
MOTION CARRIED

13. DISCUSSION

B. MANAGER: Central New Mexico Electric Cooperative (CNMEC) would like to discuss broadband build updates, presented by CEO, Alena Brandenberger.

- Agenda Item heard before 12B.

C. MANAGER'S REPORT:

Janice Barela-Madam County Manager: We advertised for the Project Manager contract position, requesting letters of interest. We received one letter of interest from an individual who was the only one who met the qualifications for the scope of work. He misunderstood that it was a contract position. He thought it was a position full-time with the county. Once he learned that it was indeed a contract position, he withdrew his letter of interest and said if you ever do advertise he would be interested in the position. Currently, we do not have any applicants for that position. We were scheduled to move forward with an RFP for the Project Manager. I'm hoping to get that in place at the beginning of the fiscal year July 1. It doesn't have to coincide with the fiscal year. It can be at any time.

Samuel Schropp-County Commissioner: The other day I saw an advertisement for the New Mexico Tech Project Manager Course/Program. We can reach out to them and find someone who would be willing to do practical or clinical hours through New Mexico Tech.

Janice Barela-Madam County Manager: I'd like to let the public know what positions we do have available. Summer Intern Coordinator Lead. That would be the individual who would be in charge of all of that program, open until May 7. The rate of pay for that is \$500 a week. Please direct interested individuals to our website to apply. We also have positions open for Emergency Communications Director, Facilities Director, EMS/Fire Lieutenant, Equipment Operator, 911 Dispatcher, and Float Clerk.

D. COMMISSIONERS' REPORTS

1) Kevin McCall – County Vice Chairman, District 1

Kevin McCall-County Vice Chair: I'd like to thank Pilot Truckstop for their efforts in cleaning up the area around the truck stop on Abrams and Hwy 41.

2) Ryan Schwebach - County Chairman, District 2

Ryan Schwebach-County Chairman: None at this time.

3) Samuel Schropp – County Commissioner, District 3

Samuel Schropp-County Commissioner: You have a copy of the Torrance County Fair Board Special Board Meeting Agenda for Monday, April 21, 2024, before you. I attended the special meeting for the Torrance County Fair Board; all board members were in attendance. There was a quorum. I witnessed numerous violations of the New Mexico Open Meeting Act during the one-and-a-half hours I was in attendance. The Open Meeting Act was enacted into law to ensure transparency in the way public meetings are conducted so that citizens can participate in the making of rules and regulations. To ensure that taxpayer money is well spent, and we have a considerable amount of money that is going to be involved in county fairs and stuff so there is going to be oversight at times. The meeting agenda failed to meet the requirements of the law or the meeting itself strayed from the written agenda. The meeting agenda was not posted for the public to see as required by law and was poorly attended. This commission has received calls from constituents after that earlier meeting in which there were changes to the rules governing the livestock show because of the violations of the Open Meeting Act.

On Monday, the board repeated the mistakes of that night despite the change of Madame County Manager as to the proper way to write an agenda and conduct a meeting. The five board members began a rewrite of the rules, 105 days before the show and after the tag-in, as part of what had been described in the agenda as, “discussion and action regarding changes and updates to the rules adopted by the Fair Board since the 2023 Torrance County Fair”. However, rather than having a discussion, a contemporaneous re-writing of the rules began. During this discussion board member, Johnny Perea made the statement “We write our own rules”.

After listening to the discussion for a few minutes, I warned the board that this is not the way that this is supposed to be done. I pointed out the process that this

Commission uses to introduce changes to county ordinances, the packet which we and the public have access to before the meetings, and the motion to adopt changes to the rules. I was told by Mr. Perea, "You haven't been here long", "this is the way we've always done it", and, "We do this every year". The board then continued with a process that violated the OMA. Martha, Torrance County Fair Board Secretary was having trouble following the process as she attempted to write new rules as they were being formulated in real time.

I left after an hour and a half because I'd seen enough for an objective report to this Commission. I recommend that the business conducted at the April 21, 2024 meeting be declared vacated, and the process be redone in compliance with the requirements of the Open Meeting Act.

Ms. Wallen brought to me the rule changes that were agreed upon on that night. Those rule changes should be published and should then be presented at the next meeting. A discussion of the rule changes and a motion made to adopt. That was not the process that was being followed. This is a criticism, but I'm not beating up on that. These folks work hard. This process has to be followed. It's a requirement of law.

I will be attending the New Mexico Association of Counties Commissioners Affiliate Retreat this week. The discussion of the Bureau of Land Management and the United States Forest Service's final rule regarding the leasing of public lands for conservation and restoration purposes will be the main topic of the meeting. I'm going to be representing this Commission.

I read the final rule published by the BLM, on the BLM and USFS websites. The current mandate of those two agencies is to manage our public lands for timber mining, drilling, grazing, and recreational interests. The new rule adds conservation to that mandate, adding stakeholders to the management of our public lands. I worked for a grazing Association in Montpelier, ID. United States Forest Service District, and the Logan UT. USFS District. We have spent weeks camping on BLM ground in the Price, UT, BLM District. I work for an outfitter in the Washakie wilderness on the south border of Yellowstone National Park. We have packed horses, fished, hunted, and camped extensively on public lands.

In my opinion, the new rule is necessary to ensure that our public lands remain healthy and able to sustain the use mandated by Congress. The wording of the final rule expressly names the protections of all the stakeholders. The same type of

tactics that we are seeing regarding the Torrance County Detention are being used by groups opposed to this rule. I urge you to read at the very least the Executive Summary, if not the entire 178-page document.

In my experience on public lands, unless there's a mining or drilling operation, other uses continue to work. We rode horses, I hunted and fished, grazing, allotments, timber, leases, all of those. The exclusion, which makes good sense, is a mining lease or a drilling lease. This final rule maintains the rights except for those two parties mining and drilling maintaining those rights and explicitly names that none of those other uses will be interfered with.

For instance, the Sun Zia is running across BLM ground. Sun Zia can then lease a piece of property to offset the environmental impact that their hours will have. They can restore that lease, Riparian areas do that to be restored, or hold that lease to keep other mining interests or drilling or more extractive interests from using that to offset the impacts of what they're doing. That's one of the uses of this when getting into heavily trafficked areas. There's a lot of snowmobiling being done on public land. Towards the end of the year in spring, as things are melting, some damages are done by irresponsible people. Four-wheelers and side-by-sides are a big thing. These leases will be available to entities that want to mitigate and restore the impact.

The District Ranger and Range Manager for the Montpelier District complimented us on improving the habitat and improving the range. Those are the types of things that are being recognized. Rocky Mountain Ramsdens can lease a piece of property and improve its habitat. Trout Unlimited can do the same thing with the headwaters of the Logan River. There are explicit protections written into that 178-page document. When I go to Ruidoso next week, that is the position that I will be taking, that this is a well-written law. That doesn't mean that when I went into the Logan Ranger District, or the District in Yellowstone wearing boots and a hat, but I wasn't treated differently than I was in the Montpelier District. I'm not saying this is all going to fix everything in a big rosy deal we all have to keep an eye on what's going on. On the face of it, this is not nearly as threatening as some groups are making it out to be.

Janice Barela-Madam County Manager: I apologize Commissioner Schropp that I didn't follow up with you on this afterward. I checked into the posting of the Fair Board Agenda on the county website, and the publishing of it was done on Thursday, the 18th of April. The county did properly notice that the meeting, as

well as posting it on the bulletin boards on the outside of the county building, is exactly what we do for the publishing of the County Commission meetings. The one difference would be that the community would not be looking for this, particularly since it was a special meeting. There used to a consistent time every month. It would be incumbent upon the board members to notify people. As far as the requirement of the Open Meetings Act, the county did meet that requirement.

Samuel Schropp-County Commissioner: Miss Wallen has a document with all of the changes at this point, which can be posted for review, and then introduced in your proper form at the next meeting.

14. EXECUTIVE SESSION:

15. Announcement of the next Board of County Commissioners Meeting:
May 8, 2024, at 9:00 AM

16. Signing of Official Documents.

17. Adjourn.

Action Taken:

Ryan Schwebach – County Chairman: Motion to adjourn.

Samuel Schropp-County Commissioner: Seconds the motion.

Roll Call Vote: Samuel Schropp – County Commissioner: - Yes: Ryan Schwebach – County Chairman: – Yes: Kevin McCall – County Vice Chairman: -Yes:

MOTION CARRIED

The meeting adjourned at 11:08 AM

Ryan Schwebach - Chairman

Genell Morris – Admin Assistant

Date

Linda Jaramillo – County Clerk

The Video of this meeting can be viewed in its entirety on the
Torrance County NM website. torrancecountynm.org



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 9-A



ACCOUNTS PAYABLE CHECK REPORT APPROVAL

Torrance County Commission Approval:

We the undersigned members of the Torrance County Board of County Commissioners met in regular session on **May 8, 2024**, and approved the attached check report as presented against the funds of Torrance County in the amount of **\$409,848.87**

Kevin McCall, District 1

Ryan Schwebach, District 2

Samuel D. Schropp, District 3

Attest:

Linda Jaramillo, County Clerk

Torrance County Treasurer Approval:

I, the Torrance County Treasurer, do hereby certify that sufficient funds exist for the payment of the checks listed on the attached check report.



Kathryn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates:	04/19/2024 to 05/01/2024	Total Payments: 181
Total Checks:	163	Checks: 128374 to 128536
Voided Checks:	1	Checks: 128393
Bank Drafts:	13	BD: DFT0000781, DFT0000782, DFT0000783, DFT0000784, DFT0000785, DFT0000786, DFT0000787, DFT0000788, DFT0000789, DFT0000790, DFT0000791, DFT0000792, DFT0000793, (DFT0000778, DFT00000779, DFT0000780 NOT USED), (DFT0000788, DFT0000789, DFT0000790 REVERSED)
Electronic Fund Transfers:	4	EFT: 201 TO 204
Total of Payments Issued:	\$409,848.87	



Torrance County, NM

Check Report

By Check Number

Date Range: 04/19/2024 - 05/01/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking						
418	COLUMBUS BANK AND TRUST	04/24/2024	EFT	0.00	777.64	201
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003410	Invoice	04/25/2024	Flex Plan	0.00	777.64	
	401-000-9001		Payroll Liabilities		777.64	
4832	PRESBYTERIAN HEALTH PLAN	04/24/2024	EFT	0.00	48,328.69	202
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
CM0000143	Credit Memo	04/18/2024	Presbyterian Health Insurance	0.00	-633.74	
	401-000-9001		Payroll Liabilities		-633.74	
INV0003398	Invoice	04/18/2024	Presbyterian Health Insurance	0.00	64.66	
	401-000-9001		Payroll Liabilities		64.66	
INV0003422	Invoice	04/25/2024	Presbyterian Health Insurance	0.00	42,830.23	
	401-000-9001		Payroll Liabilities		42,830.23	
INV0003423	Invoice	04/25/2024	Presbyterian Health Insurance	0.00	6,067.54	
	401-000-9001		Payroll Liabilities		6,067.54	
5189	SUNRISE BANK	04/24/2024	EFT	0.00	1,928.18	203
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003425	Invoice	04/25/2024	Sunrise Loan	0.00	1,928.18	
	401-000-9001		Payroll Liabilities		1,928.18	
1232	CORECIVIC INC.	05/01/2024	EFT	0.00	90,871.04	204
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
TCDF 022024	Invoice	04/25/2024	CoreCivic Inmate Housing Jul 23-Jun 24	0.00	90,871.04	
	420-070-2172		CARE OF INMATES		90,871.04	
423	ADVANCED COMMUNICATIONS &	04/24/2024	Regular	0.00	2,207.98	128374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
20752-00	Invoice	04/23/2024	Vehicle radios	0.00	2,207.98	
	401-008-2201		MAINTENANCE & REPAIR		162.00	
	401-008-2201		MAINTENANCE & REPAIR		430.00	
	401-008-2201		MAINTENANCE & REPAIR		80.00	
	401-008-2201		MAINTENANCE & REPAIR		1,535.98	
419	AFLAC	04/24/2024	Regular	0.00	2,366.22	128375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0003358	Invoice	04/11/2024	Aflac	0.00	819.12	
	401-000-9001		Payroll Liabilities		819.12	
INV0003359	Invoice	04/11/2024	Aflac	0.00	363.69	
	401-000-9001		Payroll Liabilities		363.69	
INV0003401	Invoice	04/25/2024	Aflac	0.00	853.65	
	401-000-9001		Payroll Liabilities		853.65	
INV0003402	Invoice	04/25/2024	Aflac	0.00	329.76	
	401-000-9001		Payroll Liabilities		329.76	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	61.89	128376

Check Report

Date Range: 04/19/2024 - 05/01/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1ML4-MDXY-YD4J	Invoice	04/23/2024	Office Supplies	0.00	61.89	
	401-055-2219		SUPPLIES - GENERAL OFFI		61.89	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	369.86	128377
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1VVJ-W3HQ-1GK	Invoice	04/24/2024	suplies	0.00	369.86	
	402-060-2219		SUPPLIES - GENERAL OFFI		16.00	
	402-060-2219		SUPPLIES - GENERAL OFFI		86.59	
	402-060-2219		SUPPLIES - GENERAL OFFI		4.29	
	402-060-2219		SUPPLIES - GENERAL OFFI		12.64	
	402-060-2219		SUPPLIES - GENERAL OFFI		12.99	
	402-060-2219		SUPPLIES - GENERAL OFFI		174.00	
	402-060-2219		SUPPLIES - GENERAL OFFI		21.85	
	402-060-2219		SUPPLIES - GENERAL OFFI		41.50	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	1,793.86	128378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1JNT-LTR-N1T4	Invoice	04/24/2024	Office Supplies	0.00	1,793.86	
	401-030-2219		SUPPLIES - GENERAL OFFI		105.18	
	401-030-2219		SUPPLIES - GENERAL OFFI		44.62	
	401-030-2219		SUPPLIES - GENERAL OFFI		1,080.75	
	401-030-2219		SUPPLIES - GENERAL OFFI		29.71	
	401-030-2219		SUPPLIES - GENERAL OFFI		-25.90	
	401-030-2219		SUPPLIES - GENERAL OFFI		91.47	
	401-030-2219		SUPPLIES - GENERAL OFFI		269.97	
	401-030-2219		SUPPLIES - GENERAL OFFI		17.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		39.88	
	401-030-2219		SUPPLIES - GENERAL OFFI		19.79	
	401-030-2219		SUPPLIES - GENERAL OFFI		21.99	
	401-030-2219		SUPPLIES - GENERAL OFFI		39.72	
	401-030-2219		SUPPLIES - GENERAL OFFI		32.79	
	401-030-2219		SUPPLIES - GENERAL OFFI		25.90	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	106.17	128379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1691-TFQP-LDKX	Invoice	04/23/2024	Planners and Envelopes	0.00	106.17	
	401-050-2219		SUPPLIES - GENERAL OFFI		19.98	
	401-050-2219		SUPPLIES - GENERAL OFFI		86.19	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	1,252.68	128380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1GPW-7JW6-3KN	Invoice	04/24/2024	Fire Admin and District 2 VFD	0.00	1,252.68	
	406-091-2248		SUPPLIES - SAFETY		279.00	
	406-091-2248		SUPPLIES - SAFETY		82.70	
	416-083-2248		SUPPLIES - SAFETY		890.98	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	1,193.10	128381

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1DYF-KFG6-QQD	Invoice	04/24/2024	Fire Admin/District 3 Supplies/Equipment	0.00	1,193.10	
	408-091-2248		SUPPLIES - SAFETY		9.28	
	413-091-2219		SUPPLIES - GENERAL OFFI		313.49	
	413-091-2219		SUPPLIES - GENERAL OFFI		49.99	
	413-091-2219		SUPPLIES - GENERAL OFFI		19.99	
	416-083-2248		SUPPLIES - SAFETY		242.35	
	416-083-2248		SUPPLIES - SAFETY		558.00	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	840.23	128382
	Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1361-F34H-G1XT	Invoice	04/24/2024	Garmin Mini 2/Scissors	0.00	840.23	
	413-091-2219		SUPPLIES - GENERAL OFFI		8.99	
	413-091-2248		SUPPLIES - SAFETY		831.24	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	37.88	128383
	Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16Q3-R6H4-DVM	Invoice	04/24/2024	Floor Sweeper	0.00	37.88	
	604-083-2219		SUPPLIES - GENERAL OFFI		37.88	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	637.11	128384
	Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1HY9-D9FF-DLKJ	Invoice	04/24/2024	Supplies Fire Admin	0.00	637.11	
	405-091-2248		SUPPLIES - SAFETY		53.14	
	406-091-2248		SUPPLIES - SAFETY		53.14	
	407-091-2248		SUPPLIES - SAFETY		53.14	
	408-091-2248		SUPPLIES - SAFETY		53.14	
	409-091-2248		SUPPLIES - SAFETY		53.14	
	413-091-2219		SUPPLIES - GENERAL OFFI		19.49	
	413-091-2219		SUPPLIES - GENERAL OFFI		106.81	
	413-091-2219		SUPPLIES - GENERAL OFFI		15.98	
	413-091-2219		SUPPLIES - GENERAL OFFI		20.85	
	413-091-2248		SUPPLIES - SAFETY		53.14	
	413-091-2248		SUPPLIES - SAFETY		102.00	
	418-091-2248		SUPPLIES - SAFETY		53.14	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	256.59	128385
	Payable #	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1NTD-RNTJ-DX1Q	Invoice	04/23/2024	Office Supplies	0.00	256.59	
	401-055-2219		SUPPLIES - GENERAL OFFI		12.98	
	401-055-2219		SUPPLIES - GENERAL OFFI		9.49	
	401-055-2219		SUPPLIES - GENERAL OFFI		29.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		34.86	
	401-055-2219		SUPPLIES - GENERAL OFFI		27.95	
	401-055-2219		SUPPLIES - GENERAL OFFI		19.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		18.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		24.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		22.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		9.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		35.99	
	401-055-2219		SUPPLIES - GENERAL OFFI		8.38	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	105.02	128386

Check Report

Date Range: 04/19/2024 - 05/01/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1W6F-4NJT-FJKW	Invoice	04/23/2024	Kennel, office, field supplies and mainten	0.00	105.02	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		105.02	
5450	AMAZON BUSINESS	04/24/2024	Regular	0.00	149.38	128387
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1Y9T-6IKV-LFJW	Invoice	04/24/2024	Field Equipment	0.00	149.38	
	401-007-2242		SUPPLIES - SIGNS		10.79	
	401-007-2242		SUPPLIES - SIGNS		9.95	
	401-007-2242		SUPPLIES - SIGNS		17.59	
	401-007-2242		SUPPLIES - SIGNS		34.20	
	401-007-2242		SUPPLIES - SIGNS		25.38	
	401-007-2242		SUPPLIES - SIGNS		18.89	
	401-007-2242		SUPPLIES - SIGNS		11.98	
	401-007-2242		SUPPLIES - SIGNS		20.60	
VEN01306	ARCHANGEL DEVICE LLC	04/24/2024	Regular	0.00	399.96	128388
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
WC-113833	Invoice	04/23/2024	D2 Guardian Angel Wearable Safety Lights	0.00	399.96	
	406-091-2248		SUPPLIES - SAFETY		399.96	
859	BOUND TREE MEDICAL, LLC	04/24/2024	Regular	0.00	678.54	128389
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
85268860	Invoice	04/24/2024	EMS Supplies/Equipment/Medications FY	0.00	678.54	
	416-083-2230		SUPPLIES - MEDICAL		678.54	
5215	CAIN, DALLI	04/24/2024	Regular	0.00	500.00	128390
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023 DC/	Invoice	04/24/2024	TC FAIR 2023 FINAL PAYOUT SALE #20	0.00	500.00	
	412-053-2249		ANIMAL SALES AT COUNT		500.00	
3698	CHAVEZ, SYLVIA	04/24/2024	Regular	0.00	62.80	128391
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024 PRIMARY S	Invoice	04/24/2024	RETURN FROM BERNALILLO NM 2024 PRI	0.00	62.80	
	401-021-2205		TRAVEL - EMPLOYEES		62.80	
2534	CHILD SUPPORT ENFORCEMENT DIVS	04/24/2024	Regular	0.00	234.00	128392
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003405	Invoice	04/25/2024	Child Support	0.00	234.00	
	401-000-9001		Payroll Liabilities		234.00	
4270	COLONIAL LIFE	04/24/2024	Regular	0.00	1,142.92	128393
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003363	Invoice	04/11/2024	Colonial	0.00	329.89	
	401-000-9001		Payroll Liabilities		329.89	
INV0003364	Invoice	04/11/2024	Colonial Post tax	0.00	241.57	
	401-000-9001		Payroll Liabilities		241.57	
INV0003406	Invoice	04/25/2024	Colonial	0.00	329.89	
	401-000-9001		Payroll Liabilities		329.89	
INV0003407	Invoice	04/25/2024	Colonial Post tax	0.00	241.57	
	401-000-9001		Payroll Liabilities		241.57	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4270	COLONIAL LIFE	04/30/2024	Regular	0.00	-1,142.92	128393
VEN01230	CTRL-P Inc	04/24/2024	Regular	0.00	876.48	128394
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
24-01511	Invoice	04/03/2024	Delinquent Mobile Home Auction Ad	0.00	876.48	
	401-030-2221		PRINTING/PUBLISHING/A		876.48	
5561	CULLIGAN ABQ LLC	04/24/2024	Regular	0.00	72.00	128395
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
295266	Invoice	04/24/2024	CULLIGAN DISPENSER PAYMENTS	0.00	72.00	
	401-040-2219		SUPPLIES-OFFICE		72.00	
VEN01320	Deanna Lopez	04/24/2024	Regular	0.00	215.20	128396
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
DWI GRANT DL	Invoice	04/24/2024	TRAVEL TO SANTA FE NM DWI GRANT CO	0.00	215.20	
	605-003-2205		TRAVEL - EMPLOYEES		215.20	
VEN01187	Dearborn Life Insurance Company	04/24/2024	Regular	0.00	770.90	128397
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003360	Invoice	04/11/2024	VISION INSURANCE	0.00	366.85	
	401-000-9001		Payroll Liabilities		366.85	
INV0003361	Invoice	04/11/2024	VISION POST TAX	0.00	61.96	
	401-000-9001		Payroll Liabilities		61.96	
INV0003403	Invoice	04/25/2024	VISION INSURANCE	0.00	280.13	
	401-000-9001		Payroll Liabilities		280.13	
INV0003404	Invoice	04/25/2024	VISION POST TAX	0.00	61.96	
	401-000-9001		Payroll Liabilities		61.96	
4834	DELTA DENTAL OF NEW MEXICO INC	04/24/2024	Regular	0.00	4,654.83	128398
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003365	Invoice	04/11/2024	Dental Insurance	0.00	1,940.58	
	401-000-9001		Payroll Liabilities		1,940.58	
INV0003366	Invoice	04/11/2024	Dental Insurance	0.00	428.10	
	401-000-9001		Payroll Liabilities		428.10	
INV0003408	Invoice	04/25/2024	Dental Insurance	0.00	1,872.60	
	401-000-9001		Payroll Liabilities		1,872.60	
INV0003409	Invoice	04/25/2024	Dental Insurance	0.00	413.55	
	401-000-9001		Payroll Liabilities		413.55	
4705	DOUBLE H AUTO	04/24/2024	Regular	0.00	123.77	128399
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
082958	Invoice	04/22/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	87.68	
	402-060-2201		MAINTENANCE & REPAIR		87.68	
587921	Invoice	04/09/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	36.09	
	402-060-2201		MAINTENANCE & REPAIR		36.09	
5319	DUCHARME, ARTHUR	04/24/2024	Regular	0.00	95.00	128400
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003436	Invoice	04/24/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
VEN01228	EISENBERGER, MOLLIE	04/24/2024	Regular	0.00	4,000.00	128401

Check Report

Date Range: 04/19/2024 - 05/01/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023 ME/	Invoice	04/24/2024	TC FAIR 2023 FINAL PAYOUT SALE #46	0.00	4,000.00	
	412-053-2249		ANIMAL SALES AT COUNT TC FAIR 2023 FINAL PAYOUT SAL		4,000.00	
5548	ESTRADA, CHRISTINA	04/24/2024	Regular	0.00	95.00	128402
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003437	Invoice	04/24/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO PZ Board member compensatio		95.00	
430	FLEMING CHEMICAL CO INC	04/24/2024	Regular	0.00	206.79	128403
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
59069	Invoice	04/18/2024	spray handle-pads	0.00	206.79	
	401-015-2215		MAINTENANCE & REPAIR spray handle-pads		115.88	
	401-065-2218		MAINTENANCE & REPAIR spray handle-pads		90.91	
3064	FROST, JIM	04/24/2024	Regular	0.00	95.00	128404
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003438	Invoice	04/24/2024	PZ board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO PZ Board member compensatio		95.00	
5359	GALLAGHER BENEFIT SERVICES, INC.	04/24/2024	Regular	0.00	2,754.00	128405
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
310644	Invoice	04/15/2024	FY2024 Consulting Services	0.00	2,754.00	
	401-014-2272		CONTRACT - PROFESSION FY2024 Consulting Services		2,754.00	
VEN01250	Gilbert RW Sanchez	04/24/2024	Regular	0.00	95.00	128406
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003440	Invoice	04/24/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO PZ Board member compensatio		95.00	
5019	GLOBE LIFE & ACCIDENT INSURANCE	04/24/2024	Regular	0.00	101.00	128407
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003411	Invoice	04/25/2024	Globe Life Insurance	0.00	101.00	
	401-000-9001		Payroll Liabilities Globe Life Insurance		101.00	
168	GUSTIN ELECTRIC	04/24/2024	Regular	0.00	1,080.00	128408
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5308	Invoice	04/22/2024	Electrical Repair at Capilla Peak Tower	0.00	1,080.00	
	911-080-2218		MAINTENANCE & REPAIR Electrical Repair at Capilla Peak		1,080.00	
36	GUSTIN HARDWARE, INC.	04/24/2024	Regular	0.00	799.28	128409
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
370747	Invoice	04/11/2024	Shop supplies, nuts, bolts, and hardware	0.00	709.38	
	402-060-2250		SUPPLIES - SHOP Shop supplies, nuts, bolts, and h		709.38	
370813	Invoice	04/24/2024	Shop supplies, nuts, bolts, and hardware	0.00	89.90	
	402-060-2250		SUPPLIES - SHOP Shop supplies, nuts, bolts, and h		89.90	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	27.56	128410

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040045	Invoice	04/22/2024	SHREDDING SERVICE FY2024	0.00	27.56	
	401-030-2271		CONTRACT - OTHER SERV		27.56	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	27.56	128411
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040062	Invoice	04/22/2024	Document Destruction	0.00	27.56	
	401-010-2271		CONTRACT-OTHER SERVI		27.56	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	55.12	128412
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV0040054	Invoice	04/22/2024	Recurring TCSO Shred Services FY2024	0.00	55.12	
	401-050-2271		OTHER SERVICES		55.12	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	27.56	128413
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040048	Invoice	04/22/2024	DOCUMENT DESTRUCTION SERVICES	0.00	27.56	
	401-040-2272		CONTRACT - PROFESSION		27.56	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	27.56	128414
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040049	Invoice	04/22/2024	Shredding Services	0.00	27.56	
	401-055-2271		OTHER SERVICES		27.56	
4846	HORIZONS OF NEW MEXICO	04/24/2024	Regular	0.00	27.56	128415
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040061	Invoice	04/24/2024	Document Destruction Services	0.00	27.56	
	911-080-2271		CONTRACTS OTHER SERVI		4.43	
	911-080-2271		CONTRACTS OTHER SERVI		23.13	
5590	HRITZ, QUINTIN	04/24/2024	Regular	0.00	4,000.00	128416
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TC FAIR 2023 QR	Invoice	04/24/2024	TC FAIR 2023 FINAL PAYOUT SALE #43	0.00	4,000.00	
	412-053-2249		ANIMAL SALES AT COUNT		4,000.00	
3712	JOHNSTON, DANIELLE	04/24/2024	Regular	0.00	95.00	128417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INVO003439	Invoice	04/24/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
4339	LIBERTY NATIONAL LIFE INSURANCE	04/24/2024	Regular	0.00	1,283.53	128418
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INVO003370	Invoice	04/11/2024	Liberty Life Insurance	0.00	336.18	
	401-000-9001		Payroll Liabilities		336.18	
INVO003371	Invoice	04/11/2024	Liberty Life Insurance	0.00	285.91	
	401-000-9001		Payroll Liabilities		285.91	
INVO003372	Invoice	04/11/2024	Liberty Life Insurance	0.00	40.67	
	401-000-9001		Payroll Liabilities		40.67	
INVO003413	Invoice	04/25/2024	Liberty Life Insurance	0.00	308.18	
	401-000-9001		Payroll Liabilities		308.18	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0003414	Invoice	04/25/2024	Liberty Life Insurance	0.00	271.92	
	401-000-9001		Payroll Liabilities		271.92	
INV0003415	Invoice	04/25/2024	Liberty Life Insurance	0.00	40.67	
	401-000-9001		Payroll Liabilities		40.67	
VEN01229	LUJAN, AMANDA	04/24/2024	Regular	0.00	201.60	128419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
DWI GRANT AL	Invoice	04/24/2024	TRAVEL TO SANTA FE NM 2024 DWI GRAN	0.00	201.60	
	401-055-2205		TRAVEL - EMPLOYEES		201.60	
VEN01183	Metropolitan Life Insurance Company	04/24/2024	Regular	0.00	2,966.24	128420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003373	Invoice	04/11/2024	MET LIFE LTD	0.00	766.41	
	401-000-9001		Payroll Liabilities		766.41	
INV0003374	Invoice	04/11/2024	Metlife employer	0.00	556.07	
	401-000-9001		Payroll Liabilities		556.07	
INV0003375	Invoice	04/11/2024	Metropolitan Supplemental Life	0.00	6.36	
	401-000-9001		Payroll Liabilities		6.36	
INV0003416	Invoice	04/25/2024	MET LIFE LTD	0.00	1,090.20	
	401-000-9001		Payroll Liabilities		1,090.20	
INV0003417	Invoice	04/25/2024	Metlife employer	0.00	540.84	
	401-000-9001		Payroll Liabilities		540.84	
INV0003418	Invoice	04/25/2024	Metropolitan Supplemental Life	0.00	6.36	
	401-000-9001		Payroll Liabilities		6.36	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	212.04	128421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3/26/2024 City of	Invoice	04/22/2024	DWI Enforcement Activities	0.00	212.04	
	605-003-2271		CONTRACT - OTHER SERV		212.04	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	187.44	128422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3/28/2024 City of	Invoice	04/22/2024	DWI Enforcement Activities	0.00	187.44	
	605-003-2271		CONTRACT - OTHER SERV		187.44	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	106.02	128423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12/15/2023 City	Invoice	04/22/2024	DWI Enforcement Activities	0.00	106.02	
	605-003-2271		CONTRACT - OTHER SERV		106.02	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	93.72	128424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
City of Moriarty P	Invoice	04/18/2024	DWI Enforcement Activities	0.00	93.72	
	605-003-2271		CONTRACT - OTHER SERV		93.72	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	140.58	128425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12/17/2023 City	Invoice	04/22/2024	DWI Enforcement Activities	0.00	140.58	
	605-003-2271		CONTRACT - OTHER SERV		140.58	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	212.04	128426

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3/19/2024 City of	Invoice	04/22/2024	DWI Enforcement Activities	0.00	212.04	
605-003-2271			CONTRACT - OTHER SERV		212.04	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	93.72	128427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3/23/2024 City of	Invoice	04/22/2024	DWI Enforcement Activities	0.00	93.72	
605-003-2271			CONTRACT - OTHER SERV		93.72	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	93.72	128428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3/29/2024 City of	Invoice	04/22/2024	DWI Enforcement Activities	0.00	93.72	
605-003-2271			CONTRACT - OTHER SERV		93.72	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	159.03	128429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12/22/2023 City	Invoice	04/22/2024	DWI Enforcement Activities	0.00	159.03	
605-003-2271			CONTRACT - OTHER SERV		159.03	
129	MORIARTY, CITY OF	04/24/2024	Regular	0.00	212.04	128430
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12/12/2023 City	Invoice	04/22/2024	DWI Enforcement Activities	0.00	212.04	
605-003-2271			CONTRACT - OTHER SERV		212.04	
4987	NEW YORK LIFE	04/24/2024	Regular	0.00	389.24	128431
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003377	Invoice	04/11/2024	New York Life Insurance	0.00	109.65	
INV0003378	Invoice	04/11/2024	Payroll Liabilities	0.00	109.65	
INV0003420	Invoice	04/11/2024	New York Life Insurance	0.00	84.97	
INV0003421	Invoice	04/11/2024	Payroll Liabilities	0.00	84.97	
	Invoice	04/25/2024	New York Life Insurance	0.00	109.65	
	Invoice	04/25/2024	Payroll Liabilities	0.00	109.65	
	Invoice	04/25/2024	New York Life Insurance	0.00	84.97	
	Invoice	04/25/2024	Payroll Liabilities	0.00	84.97	
5051	NM LOCKING SYSTEMS	04/24/2024	Regular	0.00	34.32	128432
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11115	Invoice	04/18/2024	Open P/O for Misc keys	0.00	34.32	
			MAINTENANCE & REPAIR		6.84	
			MAINTENANCE & REPAIR		6.36	
			MAINTENANCE & REPAIR		6.84	
			MAINTENANCE & REPAIR		6.86	
			MAINTENANCE & REPAIR		7.42	
5051	NM LOCKING SYSTEMS	04/24/2024	Regular	0.00	148.25	128433

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11112	Invoice	04/18/2024	Open P/O for Misc keys	0.00	148.25	
	401-015-2215		MAINTENANCE & REPAIR		29.65	
	401-015-2215		MAINTENANCE & REPAIR		29.65	
	401-015-2215		MAINTENANCE & REPAIR		29.65	
	401-015-2215		MAINTENANCE & REPAIR		29.65	
	401-015-2215		MAINTENANCE & REPAIR		29.65	
1096	NM RETIREE HEALTH-CARE AUTHORI	04/24/2024	Regular	0.00	6,217.65	128434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000144	Credit Memo	04/18/2024	Retiree Health Care	0.00	-20.57	
	401-000-9001		Payroll Liabilities		-20.57	
INV0003391	Invoice	04/10/2024	Retiree Health Care	0.00	22.20	
	401-000-9001		Payroll Liabilities		22.20	
INV0003424	Invoice	04/25/2024	Retiree Health Care	0.00	6,211.85	
	401-000-9001		Payroll Liabilities		6,211.85	
INV0003432	Invoice	04/23/2024	Retiree Health Care	0.00	4.17	
	401-000-9001		Payroll Liabilities		4.17	
583	NMAC GIS AFFILIATE	04/24/2024	Regular	0.00	50.00	128435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024-01 GIS	Invoice	04/23/2024	GIS Affiliate 2023-2024 Yearly Dues	0.00	50.00	
	401-007-2269		SUBSCRIPTIONS & DUES		50.00	
5528	PETERS, NICHOLE	04/24/2024	Regular	0.00	120.00	128436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04152024	Invoice	04/15/2024	CPR Class Amanda Schwerdel	0.00	20.00	
	911-085-2266		EMPLOYEE TRAINING		20.00	
April 15, 2024	Invoice	04/18/2024	CPR class	0.00	100.00	
	409-091-2266		EMPLOYEE TRAINING		100.00	
5491	PORTER LEE CORPORATION	04/24/2024	Regular	0.00	675.00	128437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
29859	Invoice	04/19/2024	Annual Software Support -BEAST	0.00	675.00	
	401-050-2271		OTHER SERVICES		675.00	
2021	PRE-PAID LEGAL SERVICES, INC	04/24/2024	Regular	0.00	619.97	128438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003369	Invoice	04/11/2024	Legal Shield	0.00	326.94	
	401-000-9001		Payroll Liabilities		326.94	
INV0003412	Invoice	04/25/2024	Legal Shield	0.00	293.03	
	401-000-9001		Payroll Liabilities		293.03	
3858	PRESBYTERIAN MEDICAL SERVICES	04/24/2024	Regular	0.00	9,002.40	128439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PMS TC 10Apr24	Invoice	04/11/2024	RPHCA - MFHC PMS TC 10Apr24 INV MAR	0.00	9,002.40	
	616-017-2272		CONTRACT - PROFESSION		9,002.40	
3859	PRUDENTIAL OVERALL SUPPLY	04/24/2024	Regular	0.00	235.87	128440

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450718745	Invoice	04/23/2024	Uniforms	0.00	235.87	
	402-060-2236		SUPPLIES - UNIFORMS		235.87	
3859	PRUDENTIAL OVERALL SUPPLY	04/24/2024	Regular	0.00	235.87	128441
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450717933	Invoice	04/18/2024	Uniforms	0.00	235.87	
	402-060-2236		SUPPLIES - UNIFORMS		235.87	
5572	RAH Intermediate, LLC	04/24/2024	Regular	0.00	500.00	128442
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
238575	Invoice	04/23/2024	Microchip scanners	0.00	500.00	
	401-082-2222		SUPPLIES - FIELD SUPPLIE		500.00	
3462	SAMBA HOLDINGS, INC.	04/24/2024	Regular	0.00	823.98	128443
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INVO1418558	Invoice	04/15/2024	Driver's License Monitoring	0.00	570.04	
	401-014-2272		CONTRACT - PROFESSION		570.04	
INVO1448262	Invoice	04/23/2024	Samba Safety Open PO	0.00	253.94	
	413-091-2271		CONTRACT - OTHER SERV		253.94	
5426	SENERGY PETROLEUM, LLC	04/24/2024	Regular	0.00	8,291.89	128444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-793266	Invoice	04/18/2024	Fuel for Road Fleet	0.00	8,291.89	
	402-060-2202		SUPPLIES - VEHICLE FUEL		8,291.89	
3978	STAPLES BUSINESS ADVANTAGE	04/24/2024	Regular	0.00	532.40	128445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3563391580	Invoice	04/22/2024	Office supplies/chair	0.00	532.40	
	401-008-2219		SUPPLIES - GENERAL OFFI		6.20	
	401-008-2219		SUPPLIES - GENERAL OFFI		45.34	
	401-008-2219		SUPPLIES - GENERAL OFFI		16.92	
	401-008-2219		SUPPLIES - GENERAL OFFI		20.77	
	401-008-2219		SUPPLIES - GENERAL OFFI		12.06	
	401-008-2219		SUPPLIES - GENERAL OFFI		9.56	
	401-008-2219		SUPPLIES - GENERAL OFFI		7.73	
	401-008-2219		SUPPLIES - GENERAL OFFI		368.80	
	401-008-2219		SUPPLIES - GENERAL OFFI		25.72	
	401-008-2219		SUPPLIES - GENERAL OFFI		19.30	
3978	STAPLES BUSINESS ADVANTAGE	04/24/2024	Regular	0.00	155.38	128446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3563391582	Invoice	04/22/2024	Office supplies/chair	0.00	155.38	
	401-008-2219		SUPPLIES - GENERAL OFFI		155.38	
3978	STAPLES BUSINESS ADVANTAGE	04/24/2024	Regular	0.00	37.92	128447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3563391581	Invoice	04/22/2024	Office supplies/chair	0.00	37.92	
	401-008-2219		SUPPLIES - GENERAL OFFI		37.92	
28	TILLERY CHEVROLET GMC INC	04/24/2024	Regular	0.00	627.18	128448

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5056419	Invoice	04/22/2024	Filters for 2022 Chevy Trucks	0.00	627.18	
	402-060-2201		MAINTENANCE & REPAIR		337.02	
	402-060-2201		MAINTENANCE & REPAIR		49.32	
	402-060-2201		MAINTENANCE & REPAIR		240.84	
1887	TOBY'S DOORS INC.	04/24/2024	Regular	0.00	375.00	128449
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19502	Invoice	04/23/2024	D3 North Garage Door Maintenance	0.00	375.00	
	408-091-2215		MAINTENANCE & REPAIR		375.00	
1335	TORRANCE COUNTY	04/24/2024	Regular	0.00	81.48	128450
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003426	Invoice	04/25/2024	Torrance County Property Tax	0.00	81.48	
	401-000-9001		Payroll Liabilities		81.48	
1314	TRIADIC INC.	04/24/2024	Regular	0.00	162.38	128451
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1702202	Invoice	04/24/2024	Matilda pc	0.00	162.38	
	401-007-2228		SOFTWARE		162.38	
1	WAGNER EQUIPMENT CO.	04/24/2024	Regular	0.00	4,162.43	128452
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S10W0919543	Invoice	04/24/2024	Service on all purchased equipment from	0.00	2,164.74	
	402-060-2244		MAINTENANCE & REPAIR		2,164.74	
S10W0919544	Invoice	04/24/2024	Service on all purchased equipment from	0.00	1,997.69	
	402-060-2244		MAINTENANCE & REPAIR		1,997.69	
2787	WASHINGTON NATIONAL INSURANCE CO	04/24/2024	Regular	0.00	37.80	128453
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003385	Invoice	04/11/2024	Washington National Life	0.00	18.90	
	401-000-9001		Payroll Liabilities		18.90	
INV0003428	Invoice	04/25/2024	Washington National Life	0.00	18.90	
	401-000-9001		Payroll Liabilities		18.90	
4384	WATERWAY OF NEW MEXICO	04/24/2024	Regular	0.00	3,593.00	128454
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3563	Invoice	04/18/2024	District 6 Pump Testing FY24	0.00	593.66	
	418-091-2248		SUPPLIES - SAFETY		550.00	
	418-091-2248		SUPPLIES - SAFETY		43.66	
3588	Invoice	04/18/2024	Hose and Ladder Testing District 3 2024	0.00	2,999.34	
	408-091-2248		SUPPLIES - SAFETY		2,640.00	
	408-091-2248		SUPPLIES - SAFETY		16.00	
	408-091-2248		SUPPLIES - SAFETY		343.34	
3393	WEST, KATHLEEN A.	04/24/2024	Regular	0.00	300.00	128455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
10/2023 and 01/	Invoice	04/04/2024	Pharmacy inspection services	0.00	300.00	
	401-082-2272		CONTRACT - PROFESSION		300.00	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	486.11	128456

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9148071348	Invoice	04/29/2024	District 3 Airgas Open PO	0.00	486.11	
	408-091-2230		SUPPLIES - MEDICAL		486.11	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	1,304.05	128457
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5507091933	Invoice	04/29/2024	Airgas Rental Open PO	0.00	1,304.05	
	408-091-2230		SUPPLIES - MEDICAL		1,304.05	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	266.14	128458
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5507025536	Invoice	04/29/2024	Airgas Rental Open PO	0.00	266.14	
	405-091-2230		SUPPLIES - MEDICAL		266.14	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	220.31	128459
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9146205462	Invoice	04/29/2024	District 3 Airgas Open PO	0.00	220.31	
	408-091-2230		SUPPLIES - MEDICAL		220.31	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	229.68	128460
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5505587746	Invoice	04/29/2024	Airgas Rental Open PO	0.00	229.68	
	405-091-2230		SUPPLIES - MEDICAL		229.68	
3207	AIRGAS USA LLC	05/01/2024	Regular	0.00	1,158.92	128461
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5505661650	Invoice	04/29/2024	Airgas Rental Open PO	0.00	1,158.92	
	408-091-2230		SUPPLIES - MEDICAL		1,158.92	
778	AMERIGAS PROPANE LP	05/01/2024	Regular	0.00	2,217.65	128462
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3162122444	Invoice	04/25/2024	Amerigas Utility District 1 Open PO	0.00	633.85	
	407-091-2209		UTILITIES - NATURAL GAS		560.27	
	407-091-2209		UTILITIES - NATURAL GAS		13.99	
	407-091-2209		UTILITIES - NATURAL GAS		6.61	
	407-091-2209		UTILITIES - NATURAL GAS		9.99	
	407-091-2209		UTILITIES - NATURAL GAS		11.38	
	407-091-2209		UTILITIES - NATURAL GAS		28.62	
	407-091-2209		UTILITIES - NATURAL GAS		2.99	
3162122446	Invoice	05/01/2024	Amerigas Utility District 1 Open PO	0.00	1,583.80	
	407-091-2209		UTILITIES - NATURAL GAS		2.99	
	407-091-2209		UTILITIES - NATURAL GAS		28.43	
	407-091-2209		UTILITIES - NATURAL GAS		71.53	
	407-091-2209		UTILITIES - NATURAL GAS		9.99	
	407-091-2209		UTILITIES - NATURAL GAS		1,440.36	
	407-091-2209		UTILITIES - NATURAL GAS		16.51	
	407-091-2209		UTILITIES - NATURAL GAS		13.99	
VEN01306	ARCHANGEL DEVICE LLC	05/01/2024	Regular	0.00	1,399.86	128463

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
WC-113491	Invoice	04/24/2024	Guardian Angel Wearable Safety Lights	0.00	1,399.86	
	416-083-2248		SUPPLIES - SAFETY		1,399.86	
3594	AUTOZONE INC.	05/01/2024	Regular	0.00	167.20	128464
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2248563455	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/25/2024	AutoZone Open PO 11/23-5/24	0.00	167.20	
	405-091-2201		MAINTENANCE & REPAIR		42.66	
	405-091-2201		MAINTENANCE & REPAIR		39.19	
	405-091-2201		MAINTENANCE & REPAIR		85.35	
5408	BANK OF AMERICA	05/01/2024	Regular	0.00	538.98	128465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
19658	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/30/2024	USB Temperature Data Logger w/LCD Scre	0.00	538.98	
	416-083-2230		SUPPLIES - MEDICAL		10.05	
	416-083-2230		SUPPLIES - MEDICAL		528.93	
5408	BANK OF AMERICA	05/01/2024	Regular	0.00	80.00	128466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
67332	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/24/2024	Narcotics on Patrol Training	0.00	80.00	
	410-050-2266		EMPLOYEE TRAINING		80.00	
1153	BERNALILLO CTY JUVENILE DETENTIO	05/01/2024	Regular	0.00	3,375.00	128467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
BCSO 24-01565	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/30/2024	BCYSC June 2023 Housing	0.00	3,375.00	
	420-072-2172		CARE OF INMATES		3,375.00	
859	BOUND TREE MEDICAL, LLC	05/01/2024	Regular	0.00	5,868.67	128468
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
85302342	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/25/2024	EMS Supplies/Equipment/Medications FY	0.00	5,868.67	
	416-083-2230		SUPPLIES - MEDICAL		27.20	
	416-083-2230		SUPPLIES - MEDICAL		881.90	
	416-083-2230		SUPPLIES - MEDICAL		451.44	
	416-083-2230		SUPPLIES - MEDICAL		64.00	
	416-083-2230		SUPPLIES - MEDICAL		315.87	
	416-083-2230		SUPPLIES - MEDICAL		1,095.88	
	416-083-2230		SUPPLIES - MEDICAL		1,208.98	
	416-083-2230		SUPPLIES - MEDICAL		1,009.40	
	416-083-2230		SUPPLIES - MEDICAL		678.00	
	416-083-2230		SUPPLIES - MEDICAL		136.00	
859	BOUND TREE MEDICAL, LLC	05/01/2024	Regular	0.00	574.16	128469
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
85325216	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	05/01/2024	EMS Supplies/Equipment/Medications FY	0.00	574.16	
	416-083-2230		SUPPLIES - MEDICAL		574.16	
859	BOUND TREE MEDICAL, LLC	05/01/2024	Regular	0.00	412.08	128470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
85319096	Account Number	Account Name	Item Description	Distribution Amount		
	Invoice	04/25/2024	EMS Supplies/Equipment/Medications FY	0.00	412.08	
	416-083-2230		SUPPLIES - MEDICAL		412.08	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	29.96	128471

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411031052	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	29.96	
	401-050-2231		SUPPLIES - WEAPONS/A		29.96	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	1,173.10	128472
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411017528	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	1,173.10	
	401-050-2231		SUPPLIES - WEAPONS/A		9.99	
	401-050-2231		SUPPLIES - WEAPONS/A		113.94	
	401-050-2231		SUPPLIES - WEAPONS/A		18.99	
	401-050-2231		SUPPLIES - WEAPONS/A		27.96	
	401-050-2231		SUPPLIES - WEAPONS/A		65.97	
	401-050-2231		SUPPLIES - WEAPONS/A		7.99	
	401-050-2231		SUPPLIES - WEAPONS/A		3.00	
	401-050-2231		SUPPLIES - WEAPONS/A		239.94	
	401-050-2231		SUPPLIES - WEAPONS/A		9.99	
	401-050-2231		SUPPLIES - WEAPONS/A		9.98	
	401-050-2231		SUPPLIES - WEAPONS/A		559.96	
	401-050-2231		SUPPLIES - WEAPONS/A		15.96	
	401-050-2231		SUPPLIES - WEAPONS/A		67.45	
	401-050-2231		SUPPLIES - WEAPONS/A		15.99	
	401-050-2231		SUPPLIES - WEAPONS/A		5.99	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	25.99	128473
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411029252	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	25.99	
	401-050-2231		SUPPLIES - WEAPONS/A		25.99	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	35.99	128474
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411043538	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	35.99	
	401-050-2231		SUPPLIES - WEAPONS/A		35.99	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	15.99	128475
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411053746	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	15.99	
	401-050-2231		SUPPLIES - WEAPONS/A		15.99	
4544	BROWNELLS, INC.	05/01/2024	Regular	0.00	10.99	128476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2024411046127	Invoice	04/30/2024	Weapons Parts, Tools needed ASAP	0.00	10.99	
	401-050-2231		SUPPLIES - WEAPONS/A		10.99	
3941	C & H METALCRAFTS	05/01/2024	Regular	0.00	98.00	128477
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9917	Invoice	04/30/2024	Badge and Belt Clip	0.00	98.00	
	413-091-2236		SUPPLIES - UNIFORMS		33.00	
	413-091-2236		SUPPLIES - UNIFORMS		65.00	
VEN01232	CMC Government Services, Inc	05/01/2024	Regular	0.00	3,314.56	128478

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
326635	Invoice	04/29/2024	Specialty Ammunitions- BuyBoard 698-23	0.00	3,314.56	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		52.00	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		575.30	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		671.16	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		175.10	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		1,426.00	
	410-050-2222		SUPPLIES - FIELD SUPPLIE		415.00	
4270	COLONIAL LIFE	05/01/2024	Regular	0.00	612.72	128479
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APRIL 2024	Invoice	04/30/2024	COLONIAL LIFE INSURANCE PAYROLL APRI	0.00	612.72	
	401-000-9001		Payroll Liabilities		612.72	
4383	DE LAGE LANDEN FINANCIAL SERVICE	05/01/2024	Regular	0.00	308.38	128480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
82474527	Invoice	04/24/2024	LEASE FOR COPY MACHINE	0.00	308.38	
	401-040-2284		EQUIPMENT LEASES		308.38	
5308	DIRECTV, LLC.	05/01/2024	Regular	0.00	119.39	128481
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
069212456X2404	Invoice	05/01/2024	Direct TV for Fire dept	0.00	119.39	
	416-083-2271		CONTRACT - OTHER SERV		119.39	
4178	DOCUMENT SOLUTIONS INC	05/01/2024	Regular	0.00	69.97	128482
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
319168	Invoice	04/27/2024	Copier Overage Charges	0.00	69.97	
	911-080-2203		MAINTENANCE & REPAIR		69.97	
4705	DOUBLE H AUTO	05/01/2024	Regular	0.00	640.18	128483
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
083020	Invoice	04/30/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	138.86	
	402-060-2201		MAINTENANCE & REPAIR		138.86	
357-82641	Invoice	05/01/2024	auto parts and maintenance as needed	0.00	17.99	
	401-008-2201		MAINTENANCE & REPAIR		17.99	
588976	Invoice	04/25/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	343.88	
	402-060-2201		MAINTENANCE & REPAIR		343.88	
589071	Invoice	04/26/2024	Chevy Impala Battery	0.00	137.96	
	911-080-2201		MAINTENANCE & REPAIR		137.96	
589187	Invoice	04/30/2024	Parts,belts,towels, bulbs, fluids, oils	0.00	1.49	
	402-060-2201		MAINTENANCE & REPAIR		1.49	
4979	DT AUTOMOTIVE	05/01/2024	Regular	0.00	2,300.00	128484
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TCSO 24-01501	Invoice	04/30/2024	Truck Bed Replacement	0.00	2,300.00	
	401-050-2201		MAINTENANCE & REPAIR		750.00	
	401-050-2201		MAINTENANCE & REPAIR		1,550.00	
5319	DUCHARME, ARTHUR	05/01/2024	Regular	0.00	95.00	128485

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003451	Invoice	05/01/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
5548	ESTRADA, CHRISTINA	05/01/2024	Regular	0.00	95.00	128486
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003452	Invoice	05/01/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
2555	EVSWA	05/01/2024	Regular	0.00	1,419.22	128487
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1975	Invoice	04/30/2024	Resolution 2023-17 clean up	0.00	1,419.22	
	685-008-2274		CONTRACT - PROPERTY C		750.00	
	685-008-2274		CONTRACT - PROPERTY C		309.22	
	685-008-2274		CONTRACT - PROPERTY C		360.00	
4546	FALCON INDUSTRIES, INC.	05/01/2024	Regular	0.00	110.00	128488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
203735	Invoice	04/30/2024	Weapon Components	0.00	110.00	
	401-050-2231		SUPPLIES - WEAPONS/A		38.00	
	401-050-2231		SUPPLIES - WEAPONS/A		50.00	
	401-050-2231		SUPPLIES - WEAPONS/A		22.00	
4546	FALCON INDUSTRIES, INC.	05/01/2024	Regular	0.00	178.00	128489
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
203734	Invoice	04/30/2024	Rifle Parts	0.00	178.00	
	401-050-2231		SUPPLIES - WEAPONS/A		178.00	
3064	FROST, JIM	05/01/2024	Regular	0.00	95.00	128490
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003453	Invoice	05/01/2024	PZ board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
VEN01250	Gilbert RW Sanchez	05/01/2024	Regular	0.00	95.00	128491
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003455	Invoice	05/01/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
944	GRAINGER, INC.	05/01/2024	Regular	0.00	2,202.41	128492
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9041070427	Invoice	04/25/2024	Electric Winch for Command 2	0.00	2,202.41	
	406-091-2248		SUPPLIES - SAFETY		2,202.41	
214	HART'S TRUSTWORTHY HARDWARE	05/01/2024	Regular	0.00	27.75	128493
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B538177	Invoice	04/25/2024	Harts Open PO 12/23-3/24	0.00	27.75	
	405-091-2215		MAINTENANCE & REPAIR		6.99	
	405-091-2215		MAINTENANCE & REPAIR		20.76	
214	HART'S TRUSTWORTHY HARDWARE	05/01/2024	Regular	0.00	37.45	128494

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
A137398	Invoice	05/01/2024	CO2 tank for chamber	0.00	37.45	
	401-082-2223		SUPPLIES - KENNEL		37.45	
214	HART'S TRUSTWORTHY HARDWARE	05/01/2024	Regular	0.00	85.74	128495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
B539318	Invoice	04/25/2024	Harts Open PO 12/23-3/24	0.00	85.74	
	405-091-2215		MAINTENANCE & REPAIR		22.99	
	405-091-2215		MAINTENANCE & REPAIR		7.20	
	405-091-2215		MAINTENANCE & REPAIR		29.96	
	405-091-2215		MAINTENANCE & REPAIR		20.99	
	405-091-2215		MAINTENANCE & REPAIR		4.60	
VEN01165	Healthfront P.C.	05/01/2024	Regular	0.00	1,500.00	128496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2226	Invoice	04/24/2024	Medical Director Services Contract PO for	0.00	1,500.00	
	416-083-2271		CONTRACT - OTHER SERV		800.00	
	604-083-2272		CONTRACT - PROFESSION		100.00	
	911-080-2272		CONTRACT - PROFESSION		600.00	
4846	HORIZONS OF NEW MEXICO	05/01/2024	Regular	0.00	27.56	128497
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SINV040014	Invoice	04/24/2024	Recycle Bin Monthly	0.00	27.56	
	612-020-2203		MAINTENANCE & REPAIR		27.56	
3712	JOHNSTON, DANIELLE	05/01/2024	Regular	0.00	95.00	128498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003454	Invoice	05/01/2024	PZ Board member compensation	0.00	95.00	
	401-008-2300		TRAVEL - APPOINTED BO		95.00	
2291	LOBO INTERNET SERVICES LTD	05/01/2024	Regular	0.00	45.00	128499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
N12084-53	Invoice	05/01/2024	Internet Services	0.00	45.00	
	401-096-2207		TELECOMMUNICATIONS		45.00	
2291	LOBO INTERNET SERVICES LTD	05/01/2024	Regular	0.00	475.00	128500
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
N10926-56	Invoice	05/01/2024	Internet services-Fire	0.00	475.00	
	405-091-2207		TELECOMMUNICATIONS		139.69	
	406-091-2207		TELECOMMUNICATIONS		139.69	
	409-091-2207		TELECOMMUNICATIONS		139.69	
	413-091-2207		TELECOMMUNICATIONS		55.93	
5621	MAGOURILOS, FRANK G.	05/01/2024	Regular	0.00	1,583.00	128501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Frank Magourilos	Invoice	04/29/2024	Frank Magourilos FY24 Invoice #10 4/26/	0.00	1,583.00	
	605-002-2272		CONTRACT - PROFESSION		1,583.00	
3729	MARLIN BUSINESS BANK	05/01/2024	Regular	0.00	289.52	128502

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
21205257	Invoice	05/01/2024	Monthly Copier Lease Contract Payment F	0.00	289.52	
	911-080-2284		LEASE EQUIPMENT		267.95	
	911-080-2284		LEASE EQUIPMENT		21.57	
VEN01212	Martha Smith	05/01/2024	Regular	0.00	550.00	128503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04.2024	Invoice	05/01/2024	Martha Smith FY24 Vendor Pay	0.00	550.00	
	412-053-2271		CONTRACT - OTHER SERV		550.00	
4156	MOTORSPORT ADVENTURES, LLC	05/01/2024	Regular	0.00	232.47	128504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8078	Invoice	04/25/2024	Maintenance/Repair District 2 ATV	0.00	232.47	
	406-091-2201		MAINTENANCE & REPAIR		232.47	
177	NEW MEXICO COUNTIES	05/01/2024	Regular	0.00	825.00	128505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
AC2024-042024-	Invoice	05/01/2024	NM Counties 2024 Summer Conference	0.00	550.00	
	401-007-2266		EMPLOYEE TRAINING		550.00	
Q4NXD9Q8BXX	Invoice	04/30/2024	Registration Fee for Probate Judge Eaton	0.00	275.00	
	401-090-2266		EMPLOYEE TRAINING		275.00	
4464	NM APPARATUS LLC	05/01/2024	Regular	0.00	1,551.22	128506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1986	Invoice	04/25/2024	Engine 2 Repairs	0.00	1,551.22	
	406-091-2201		MAINTENANCE & REPAIR		189.97	
	406-091-2201		MAINTENANCE & REPAIR		1,361.25	
4464	NM APPARATUS LLC	05/01/2024	Regular	0.00	1,327.63	128507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1987	Invoice	05/01/2024	Rescue 3 Repair	0.00	1,327.63	
	408-091-2201		MAINTENANCE & REPAIR		970.62	
	408-091-2201		MAINTENANCE & REPAIR		63.53	
	408-091-2201		MAINTENANCE & REPAIR		293.48	
5106	ORTIZ, ADRIAN	05/01/2024	Regular	0.00	4,000.00	128508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Adrian Ortiz Invo	Invoice	04/29/2024	Adrian Ortiz Invoice #FY24-10 4-29-24	0.00	4,000.00	
	605-002-2272		CONTRACT - PROFESSION		4,000.00	
5603	PFEIFER VETERINARY SERVICES, LLC	05/01/2024	Regular	0.00	1,557.50	128509
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2164523	Invoice	04/29/2024	SNIPIT sterilizations	0.00	1,557.50	
	431-082-2272		CONTRACT - PROFESSION		1,557.50	
2015	PLATEAU WIRELESS	05/01/2024	Regular	0.00	127.06	128510
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04.2024	Invoice	05/01/2024	Internet & wireless services Fire dept	0.00	127.06	
	407-091-2207		TELECOMMUNICATIONS		127.06	
5598	POLICE RECORDS AND INFORMATION MANAGI	05/01/2024	Regular	0.00	711.23	128511

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
25664	Invoice	04/30/2024	Police Records Training	0.00	711.23	
401-050-2266	EMPLOYEE TRAINING	Records Unit SOP		9.99		
401-050-2266	EMPLOYEE TRAINING	Records Management SOP		9.99		
401-050-2266	EMPLOYEE TRAINING	Police Records Training - Waldor		296.25		
401-050-2266	EMPLOYEE TRAINING	Police Records Training - Zamora		395.00		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	88.84	128512
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450718743-unifo	Invoice	05/01/2024	uniforms & supplys	0.00	88.84	
401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys		88.84		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	71.63	128513
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450719545	Invoice	05/01/2024	Mats & mop, supplys	0.00	71.63	
401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		71.63		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	71.63	128514
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450718742	Invoice	05/01/2024	Mats & mop, supplys	0.00	71.63	
401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		71.63		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	235.87	128515
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450719549	Invoice	04/30/2024	Uniforms	0.00	235.87	
402-060-2236	SUPPLIES - UNIFORMS	Uniforms		235.87		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	39.09	128516
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450718743	Invoice	05/01/2024	Mats & mop, supplys	0.00	39.09	
401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		39.09		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	833.82	128517
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450718744	Invoice	05/01/2024	Paper products & supplies	0.00	833.82	
401-053-2220	SUPPLIES - CLEANING	Paper products & supplies		833.82		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	100.37	128518
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450719546-unifo	Invoice	05/01/2024	uniforms & supplys	0.00	100.37	
401-015-2203	MAINTENANCE & REPAIR	uniforms & supplys		100.37		
3859	PRUDENTIAL OVERALL SUPPLY	05/01/2024	Regular	0.00	39.09	128519
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
450719546	Invoice	05/01/2024	Mats & mop, supplys	0.00	39.09	
401-016-2203	MAINTENANCE & REPAIR	Mats & mop, supplys		39.09		
VEN0112	QUICK MED CLAIMS LLC	05/01/2024	Regular	0.00	2,635.46	128520

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV35276	Invoice	04/25/2024	QMC Medical Billing Services FY24	0.00	2,635.46	
	416-083-2271		CONTRACT - OTHER SERV		2,635.46	
5426	SENERGY PETROLEUM, LLC	05/01/2024	Regular	0.00	4,837.00	128521
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SEN-798437	Invoice	05/01/2024	Fuel for Road Fleet	0.00	4,837.00	
	402-060-2202		SUPPLIES - VEHICLE FUEL		4,837.00	
3331	SOUTHWEST PROPANE LLC	05/01/2024	Regular	0.00	548.69	128522
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
G302021400071	Invoice	04/25/2024	Southwest Propane Utility for District 2 O	0.00	75.68	
	406-091-2209		UTILITIES - NATURAL GAS		75.68	
G478301400065	Invoice	04/25/2024	Southwest Propane Utility for District 2 O	0.00	129.00	
	406-091-2209		UTILITIES - NATURAL GAS		129.00	
G900741600162	Invoice	04/25/2024	Southwest Propane Utility for District 4 O	0.00	92.67	
	409-091-2209		UTILITIES - NATURAL GAS		92.67	
G982171600152	Invoice	04/25/2024	Southwest Propane Utility for District 4 O	0.00	251.34	
	409-091-2209		UTILITIES - NATURAL GAS		251.34	
3915	STERICYCLE, INC.	05/01/2024	Regular	0.00	48.21	128523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8006970353	Invoice	04/30/2024	Monthly Service Stericycle Open PO	0.00	48.21	
	416-083-2230		SUPPLIES - MEDICAL		48.21	
3828	THE SIDWELL COMPANY	05/01/2024	Regular	0.00	3,976.60	128524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SIDMN0002068	Invoice	05/01/2024	Sidwell Web Hosting Fee and Maintenanc	0.00	3,976.60	
	401-007-2228		SOFTWARE		3,698.77	
	401-007-2228		SOFTWARE		277.83	
5021	TRANSPORTATION RENTAL & SALES INC	05/01/2024	Regular	0.00	4,500.00	128525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1-546381	Invoice	04/30/2024	Container/ store signs, chainsaws,safety e	0.00	4,500.00	
	402-060-2254		ROADWAYS/BRIDGES		4,100.00	
	402-060-2254		ROADWAYS/BRIDGES		400.00	
1314	TRIADIC INC.	05/01/2024	Regular	0.00	4,675.92	128526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
04.2024	Invoice	05/01/2024	Contract services for FY24	0.00	4,675.92	
	401-096-2213		CONTRACT - IT SERVICES		4,675.92	
1314	TRIADIC INC.	05/01/2024	Regular	0.00	162.38	128527
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1702203	Invoice	05/01/2024	Triadic for Lynnette pc	0.00	162.38	
	401-008-2272		CONTRACT - PROFESSION		162.38	
4312	Universal Waste Systems Inc	05/01/2024	Regular	0.00	230.65	128528

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0002940690	Invoice	05/01/2024	Trash pick-up and removal service	0.00	230.65	
	401-082-2210		UTILITIES - WATER		230.65	
4376	WAGEWORKS	05/01/2024	Regular	0.00	187.50	128529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV6475190	Invoice	05/01/2024	Health Benefits	0.00	187.50	
	401-014-2271		CONTRACT-OTHER SERVI		137.50	
	401-014-2271		CONTRACT-OTHER SERVI		50.00	
1	WAGNER EQUIPMENT CO.	05/01/2024	Regular	0.00	1,751.30	128530
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
P10C089293	Invoice	05/01/2024	Repairs,Parts and Labor ,Cutting edges	0.00	1,751.30	
	402-060-2244		MAINTENANCE & REPAIR		1,751.30	
4384	WATERWAY OF NEW MEXICO	05/01/2024	Regular	0.00	1,614.18	128531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3595	Invoice	05/01/2024	District 6 Hose/Ladder Testing FY24	0.00	1,614.18	
	418-091-2248		SUPPLIES - SAFETY		1,435.50	
	418-091-2248		SUPPLIES - SAFETY		98.52	
	418-091-2248		SUPPLIES - SAFETY		80.16	
4384	WATERWAY OF NEW MEXICO	05/01/2024	Regular	0.00	2,013.06	128532
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3596	Invoice	05/01/2024	Hose and Ladder Testing District 4 2024	0.00	2,013.06	
	409-091-2248		SUPPLIES - SAFETY		223.06	
	409-091-2248		SUPPLIES - SAFETY		1,782.00	
	409-091-2248		SUPPLIES - SAFETY		8.00	
3498	WESTERN TRAILS VETERINARY INC.	05/01/2024	Regular	0.00	1,064.88	128533
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213466	Invoice	04/24/2024	Emergency med care for owned animals t	0.00	1,064.88	
	431-082-2272		CONTRACT - PROFESSION		1,064.88	
3823	WITMER PUBLIC SAFETY GROUP	05/01/2024	Regular	0.00	746.80	128534
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV458129	Invoice	05/01/2024	Nozzles District 3	0.00	746.80	
	408-091-2248		SUPPLIES - SAFETY		746.80	
3823	WITMER PUBLIC SAFETY GROUP	05/01/2024	Regular	0.00	796.69	128535
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV465754	Invoice	04/29/2024	Nozzles District 3	0.00	796.69	
	408-091-2248		SUPPLIES - SAFETY		796.69	
3823	WITMER PUBLIC SAFETY GROUP	05/01/2024	Regular	0.00	370.20	128536
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV459229	Invoice	04/25/2024	Equipment District 5	0.00	370.20	
	405-091-2248		SUPPLIES - SAFETY		89.40	
	405-091-2248		SUPPLIES - SAFETY		280.80	

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5380	VOYA HOLDINGS, INC.	04/25/2024	Bank Draft	0.00	1,990.55	DFT0000781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003427	Invoice	04/25/2024	Voya	0.00	1,990.55	
	401-000-9001	Payroll Liabilities	Voya		1,990.55	
233	PUBLIC EMPLOYEES RETIREMENT	04/25/2024	Bank Draft	0.00	54,286.64	DFT0000782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003429	Invoice	04/25/2024	PERA Retirement	0.00	54,286.64	
	401-000-9001	Payroll Liabilities	PERA Retirement		15,247.47	
	401-000-9001	Payroll Liabilities	PERA Retirement		39,039.17	
448	NM TAXATION & REVENUE	04/25/2024	Bank Draft	0.00	8,014.92	DFT0000783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003430	Invoice	04/25/2024	State Tax	0.00	8,014.92	
	401-000-9001	Payroll Liabilities	State Tax		8,014.92	
1656	INTERNAL REVENUE SERVICE	04/25/2024	Bank Draft	0.00	48,583.26	DFT0000784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003431	Invoice	04/25/2024	Federal Tax	0.00	48,583.26	
	401-000-9001	Payroll Liabilities	FICA Tax		24,092.38	
	401-000-9001	Payroll Liabilities	Federal Tax		17,532.30	
	401-000-9001	Payroll Liabilities	Medicare Taxes		6,958.58	
233	PUBLIC EMPLOYEES RETIREMENT	04/23/2024	Bank Draft	0.00	31.16	DFT0000785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003433	Invoice	04/23/2024	PERA Retirement	0.00	31.16	
	401-000-9001	Payroll Liabilities	PERA Retirement		31.16	
448	NM TAXATION & REVENUE	04/23/2024	Bank Draft	0.00	6.80	DFT0000786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003434	Invoice	04/23/2024	State Tax	0.00	6.80	
	401-000-9001	Payroll Liabilities	State Tax		6.80	
1656	INTERNAL REVENUE SERVICE	04/23/2024	Bank Draft	0.00	51.77	DFT0000787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
INV0003435	Invoice	04/23/2024	Federal Tax	0.00	51.77	
	401-000-9001	Payroll Liabilities	Federal Tax		30.53	
	401-000-9001	Payroll Liabilities	FICA Tax		17.22	
	401-000-9001	Payroll Liabilities	Medicare Taxes		4.02	
233	PUBLIC EMPLOYEES RETIREMENT	04/24/2024	Bank Draft	0.00	-332.26	DFT0000788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CM0000149	Credit Memo	04/24/2024	PERA Retirement	0.00	-332.26	
	401-000-9001	Payroll Liabilities	PERA Retirement		-332.26	
448	NM TAXATION & REVENUE	04/24/2024	Bank Draft	0.00	-31.90	DFT0000789
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
CM0000150	Credit Memo	04/24/2024	State Tax	0.00	-31.90	
	401-000-9001	Payroll Liabilities	State Tax		-31.90	
1656	INTERNAL REVENUE SERVICE	04/24/2024	Bank Draft	0.00	-273.98	DFT0000790

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000151	Credit Memo	04/24/2024	Federal Tax	0.00	-273.98	
	401-000-9001		Payroll Liabilities		-43.62	
	401-000-9001		Payroll Liabilities		-43.86	
	401-000-9001		Payroll Liabilities		-186.50	
233	PUBLIC EMPLOYEES RETIREMENT	04/24/2024	Bank Draft	0.00	332.26	DFT0000791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003444	Invoice	04/24/2024	PERA Retirement	0.00	332.26	
	401-000-9001		Payroll Liabilities		332.26	
448	NM TAXATION & REVENUE	04/24/2024	Bank Draft	0.00	31.90	DFT0000792
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003445	Invoice	04/24/2024	State Tax	0.00	31.90	
	401-000-9001		Payroll Liabilities		31.90	
1656	INTERNAL REVENUE SERVICE	04/24/2024	Bank Draft	0.00	273.98	DFT0000793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0003446	Invoice	04/24/2024	Federal Tax	0.00	273.98	
	401-000-9001		Payroll Liabilities		186.50	
	401-000-9001		Payroll Liabilities		43.62	
	401-000-9001		Payroll Liabilities		43.86	

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	163	0.00	156,121.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,142.92
Bank Drafts	13	13	0.00	112,965.10
EFT's	7	4	0.00	141,905.55
	228	181	0.00	409,848.87

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	163	0.00	156,121.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-1,142.92
Bank Drafts	13	13	0.00	112,965.10
EFT's	7	4	0.00	141,905.55
	228	181	0.00	409,848.87

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	4/2024	240,946.18
999	Pooled Cash	5/2024	168,902.69
			409,848.87



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 10-A

Torrance County
Board of County Commissioners

Ordinance No. _____

AN ORDINANCE ADOPTING AN INDUSTRIAL REVENUE BOND POLICY PURSUANT TO THE COUNTY INDUSTRIAL REVENUE BOND ACT, ESTABLISHING APPLICATION REQUIREMENTS AND PROCEDURES, AUTHORIZING THE COUNTY MANAGER TO ENGAGE PROFESSIONALS TO EVALUATE AND ADVISE ON MATTERS RELATED TO THE ISSUANCE OF BONDS AND UNDERLYING LEASE AGREEMENTS WITH PRIVATE COMPANIES, AND ESTABLISHING A FRAMEWORK UNDER WHICH THE BOARD OF COUNTY COMMISSIONERS RECEIVE, CONSIDER AND ACT UPON APPLICATIONS FOR INDUSTRIAL REVENUE BONDS.

WHEREAS, the County of Torrance is a political subdivision of the State of New Mexico and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, the County Industrial Revenue Bond Act (Sections 4-59-1 through 4-59-16, NMSA 1978) (the "Act") authorizes counties to acquire, own, lease or sell projects for the purpose of promoting industry and trade by inducing manufacturing, industrial and commercial enterprises to locate or expand in this state;

WHEREAS, counties may be able to promote the local health and general welfare by inducing nonprofit corporations engaged in health care services and 501(c)(3) corporations to locate, relocate, modernize or expand in this state and by inducing mass transit or other transportation activities, industrial parks, office headquarters and research and development activities to locate or expand in this state;

WHEREAS, each project shall be self-liquidating; that Torrance County itself is not authorized to operate any manufacturing, industrial or commercial enterprise or any nonprofit corporation engaged in health care services or any 501(c)(3) corporation or industrial parks, office headquarters or research and development facilities;

WHEREAS, the Board of County Commissioners recognize the need to establish a well-founded policy to set forth the parameters for issuing bonds, to provide guidance to decision-makers regarding the purposes for which bonds may be issued, the type and amounts of bonds permitted, the timing methods of sales that may be used, and structural features that should be considered; and

WHEREAS, the Board of County Commissioners under this ordinance will establish a framework and application process to manage industrial revenue bond requests made to it so that the County may (1) ensure high-quality economic development decisions, (2) impose order and consistency in the decision making process, (3) provide all disclosures required by law to promote transparency and (4) ensure decisions are viewed positively by County Commissioners, by the community, by the investment community, and by the property taxing agencies.

THEREFORE, BE IT ORDAINED BY THE TORRANCE COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. Short title.

This ordinance may be cited as the "Industrial Revenue Bond Policy".

Section 2. Purpose.

An ordinance establishing policies and procedures for evaluating proposals to finance projects with industrial revenue bonds and for providing the Board of commissioners with information on the merits of such projects.

Section 3. Definitions.

As used in this ordinance:

Applicant means one or more persons or entities, or their successors, assigns or agents, who propose to acquire or construct a project financed by or proposed to be financed by the proceeds of revenue bonds.

Bonds means any bond, debenture, note, refunding or renewal bond or note, warrant or other security evidencing an obligation the proceeds of which, or a major portion thereof, are to be used in the trade or business carried on by someone other than the county and which are authorized to be issued by the County pursuant to the Act

County means the County of Torrance, New Mexico.

Board means the board of county commissioners.

Incentive payments means any revenues received by the County from the applicant, including, but not limited to, payments in lieu of taxes, supplemental rents, grants, donations or other contributions, and guaranties.

Inducement resolution means a resolution of the Board setting forth the good-faith intent of the Board to issue bonds upon the prior satisfaction of all applicable land use and development requirements of the County, other than the issuance of a building permit.

Notice of intent means a form of notice of intent to adopt an ordinance providing for the issuance of revenue bonds to be published in accordance with applicable law upon approval by the Board.

Project plan means the plan describing a project, which shall include:

- 1) A general description and location of the project;
- 2) Conceptual site plans for the project and a map locating the project area;
- 3) The number and type of new jobs to be created by the project;
- 4) The estimated percentage of these jobs that will be filled by persons who are residents of the county;
- 5) Identification of any technology or special processes associated with the project and a description of the methods of processing the product;
- 6) Any relocation of individuals of businesses that will likely occur as a result of the project;
- 7) The estimated value of the project site after completion of the project;
- 8) The maximum amount of the bonds to be issued for the project;
- 9) The proposed construction schedule;
- 10) Information documenting the feasibility of the proposed project including information establishing the ability of the project to generate revenues to render the project self-liquidating;
- 11) An analysis of how the project will influence competition in the type of commerce or industry already existing within the county and its environs;

- 12) The effect of the project on existing industry and commerce in the county including during and after the construction period;
- 13) The amount of private investment in the project in addition to bond financing;
- 14) The total dollar amount of the proposed improvements included as part of the project;
- 15) A statement of plans for project management;
- 16) Resumes showing the experience of the development entity or principals, and the experience of the architect, contractor, and leasing agent, if relevant.
- 17) Other matters as may be relevant to the project or requested by the County Manager.
- 18) The present use, conditions, and assessed value of the project site; and

Section 4. Review and analysis of proposed project.

The applicant shall make a request to issue bonds for a project by filing with the County Manager an inducement resolution or notice of intent, seven copies of the project plan and the fees and deposit required by this ordinance. The County Manager shall review all bond projects to determine that proposed project plans are complete. Within thirty (30) days of receiving the project plan, the County Manager, or his designee, may in accordance with applicable procurement requirements, contract with an independent consultant to prepare an economic and fiscal analysis of the proposed project. This analysis shall evaluate the proposed project according to the "project criteria" promulgated by the County Manager.

Section 5. Board consideration of project plans.

(a) Upon receipt of the completed analysis, the County Manager shall submit to the Board for discussion during the next regularly scheduled meeting of the Board (1) the project plan, (2) the completed analysis, and (3) the notice of intent to adopt a County industrial revenue bond ordinance. In order to permit public comments on the proposed plan the Board shall defer final action on the plan until a subsequent regularly scheduled commission meeting.

(b) Any person wishing to comment on the proposed plan may do so by submitting written comments to the Board with a copy to the County Manager at least fourteen (14) days before the regular meeting during which the Board is scheduled to take final action on the proposed plan.

(c) The Board's final action to approve, conditionally approve, or to disapprove a project plan and inducement resolution or revenue bond ordinance shall take into consideration the County's development plans and policies and the promotion of the health, safety, security and general welfare of the citizens of the County and the State of New Mexico.

Section 6. County Review.

All resolutions, notices of intent, and ordinances, financing agreements, leases, payment in lieu of taxes obligations, closing documents and other documents relating to the County and relating to the bonds and issuance thereof shall be submitted to the County attorney, the County's bond counsel and the County's financial advisor, in sufficient time for review by such attorneys and advisors prior to the Board taking any required action on such documents or execution of the documents by the County officials, as applicable.

Section 7. Rules.

The County Manager and County attorney may establish such rules, not inconsistent with the County ordinance, as the County Manager and County attorney may deem necessary to carry out the requirements of this ordinance.

Section 8. Status of bonds.

The principal and interest of the bonds approved by the Board shall be payable solely out of the revenue derived from the project for which the bonds are issued, from any guarantee agreement or agreements, insurance, surety or a credit enhancement upon which the guarantor or obligor is other than the County. The bonds shall never constitute a debt or indebtedness of the County within the meaning of any provision of limitation of the New Mexico Constitution, statutes of the State of New Mexico or any County ordinance, and such bonds shall not constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 9. Fees and deposit.

(a) In addition to any other fees imposed pursuant to ordinance or resolution, the applicant shall pay the County with the application \$10,000.00 to be applied against the payment of costs associated with obtaining the analysis required by this ordinance and for any attorney and financial advisory fees associated with processing the request. If the cost for conducting an analysis of the project exceeds this deposit, the applicant shall pay the County, before the analysis is initiated, any additional amount that is necessary to conduct the analysis and pay any attorney or financial advisory fees associated with processing the request.

(b) In addition to the fees and deposits set forth in this section, the applicant shall agree to pay, in writing, all attorney's fees and expenses of the County's counsel, bond counsel and financial advisor not covered from funds set forth in a above, whether or not the bonds are issued.

(c) The County shall not have the power to pay out of its general funds or otherwise contribute any part of the costs of acquiring a project, and shall not have the power to use land, already owned by the County or in which the County has an equity, for construction of a project or any part of it, unless the county is fully reimbursed for the value of the land as may be determined by a current appraisal or unless the County leases the land at an annual rental fee of not less than five percent of the appraised value. The entire cost of acquiring any project must be paid out of the proceeds from the sale of bonds issued under the authority of the Act. This shall not be construed to prevent the County from accepting donations of property to be used as a part of any project or money to be used for defraying any part of the cost of any project.

Section 10. Economic development benefits.

(a) The project must create or retain jobs within the County and provide taxable property improvements within the County. The County shall establish rules to define the terms and conditions for exemption of taxes, in accordance with state law.

(b) The maximum term for period of exemption will be for no longer than 30 years.

(c) Property within a tax-increment financing district does not qualify; and special assessments levied by any subdivision do not qualify for property tax exemptions.

Section 11. Performance agreement and claw back provisions.

(a) Bond documents for projects seeking tax exemptions submitted to the County for approval will include a performance agreement. This agreement will include all requirements and representations regarding the jobs, wages and other economic development impacts of the project being financed. Failure to meet any of the requirements or representations under which bonds were issued may be considered a technical default and result in a re-payment of tax exemption incentives by the Borrower to the County unless it is determined by County that failure was due to circumstances beyond the control of the business. The County will include this performance agreement, also known as *claw backs*, in the Bond Purchase Agreement or other appropriate document.

(b) If the project ceases operation within five years of bond issuance, claw backs provide for a pro-rata repayment of the abated taxes, depending upon the amount of time elapsed from date of issuance to date of closure of the project. Claw back provisions may be adjusted to account for the unique circumstances of a

particular issue. The County will determine whether unique circumstances exist with respect to claw backs and will make such recommendations when the project is recommended for approval.

Section 12. County indemnification.

All industrial revenue bond issues must provide for indemnification of the County, its consultants, bond counsel contractors, advisors and employees. Compliance with the indemnification requirements of the County is essential to securing the Board's approval of the proposed bond financing, and the County will not participate in a bond financing if its indemnification requirements are not met. The County will not take any responsibility for due diligence investigations or disclosure, and the County's Issuer's Counsel specifically disclaims any responsibility for such disclosure in its opinion.

Section 13. Notices.

(a) Prior to adopting an ordinance issuing County industrial revenue bonds, the County Manager shall give notice to the County Assessor and any entity located within the County authorized to levy taxes on property in the County of its intent to consider the matter. The County Assessor and entities authorized to levy taxes shall be notified by certified mail, return receipt requested, or other means which can verify delivery of the notice, at least thirty calendar days prior to the meeting at which final action is to be taken so that comments can be transmitted to the county. The notice shall include the amount, the purpose and the time period of the proposed industrial revenue bonds.

(b) The County Assessor and entities authorized to levy taxes shall be able to forward their comments and any concerns to the Board, but there is no approval required from the County assessor or entities authorized to levy taxes and they do not have veto over the proposed County industrial revenue bond issuance.

(c) The County Manager shall notify the Board, the County Assessor and any entity levying taxes on property in the County when an industrial revenue bond has matured, expired or been replaced by a refunding bond.

Section 14. Authorization to pledge incentive payments.

(a) In addition to any other law authorizing the County to issue revenue bonds or refunding revenue bonds, the county may issue revenue bonds pursuant to the powers granted to counties in NMSA 1978, § 4-37-1, as amended, to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants.

(b) Incentive payment revenue bonds or refunding revenue bonds may be issued by the County for the exercise of any essential governmental function.

(c) The County may pledge irrevocably any or all of the revenues from incentive payments for payment of principal, premium, if any, and interest due in connection with, and other expenses related to incentive payment revenue bonds or refunding revenue bonds.

(d) At a regular or special meeting called for the purpose of issuing incentive payment revenue bonds, the Board may adopt an ordinance that:

(1) Declares the necessity for issuing incentive payment revenue bonds;

(2) Authorizes the issuance of incentive payment revenue bonds by an affirmative vote of a majority of all the members of the Board; and

(3) Designates the incentive payments pledged. Any revenue in excess of the amount necessary to meet all annual principal and interest payments and other requirements incident to repayment of the incentive payment revenue bonds may be transferred to any other fund of the County.

Section 15. Sunset date; date of issue.

(a) The inducement resolution or notice of intent shall set a final date for issuance of the proposed bonds, which shall not be longer than two years from the date of the inducement or notice of intent. The "sunset date" may be extended by the adoption of a new inducement resolution or notice of intent if the applicant presents a revised project schedule with supporting evidence acceptable to the Board that the extension is justified for good cause and necessary for project completion.

(b) The inducement resolution or notice of intent shall state the year in which the bonds will be issued and the bonds shall not be issued in a year other than that stated in this ordinance except upon approval by the Board.

Section 16.

All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, or resolution, or part thereof, heretofore repealed.

Section 17. Effective Date.

This ordinance shall become effective thirty (30) days after adoption by the Torrance County Board of Commissioners.

PASSED, ADOPTED AND APPROVED on this _____ day of _____, 2024.

BOARD OF COMMISSIONERS OF
TORRANCE COUNTY

Ryan Schwebach, Chairman

APPROVED AS TO FORM:

County Attorney

Date: _____

ATTEST:

Linda Jaramillo, County Clerk

Date: _____



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 11



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 12-A

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20847
Amendment Four (4)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **Torrance County** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

PURPOSE OF AMENDMENT:

1. Amend **ARTICLE III Limitation of Cost** to reflect an update in language and a FY24 increase of **Seventeen Thousand Two Hundred Forty-Nine Dollars and Twenty-Five Cents (\$17,249.25)** for FY24 total of **One Hundred Sixty-Seven Thousand Four Hundred Sixty-Eight Dollars and Zero Cents (\$167,468.00)**, and a new contract total of **Four Hundred Ninety-Eight Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$498,932.00)**.
2. Amend **Attachment 2 – Budget** to reflect increase in compensation.

IT IS MUTALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCE CONTRACT ARE AMENDED AS FOLLOWS:

1. **ARTICLE III Limitation of Cost** is hereby amended to read as follows:
Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made a part of this Agreement as Attachment 2 – Budget. The total amount of monies payable to Contractor under this Agreement shall not exceed **Four Hundred Ninety-Eight Thousand Nine Hundred Thirty-Two Dollars and Zero Cents (\$498,932.00)**. The annual budget is attached hereto as "Attachment 2 – Budget," and incorporated herein by reference.

ATTACHMENT 2 - Budget is hereby amended to read as follows:

Attachment 2 – Budget
Torrance County

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$31 x 1500 Hours =		\$46,500.00
Travel	=		\$948.00
Youth Committee Members	=		\$300.00
15% Program Support	=		<u>\$25,120.00</u>
			\$72,868.00
B. <u>Boys Council Program</u>			
Based on serving 150 Youth			
The Council	\$165 x 234 Sessions=		\$38,610.00
C. <u>Girls Circle Program:</u>			
Based on serving 150 Youth			
Girls Circle	\$165 x 306 Circles=		\$50,490.00
D. <u>Restorative Justice:</u>			
Based on serving 10 Youth			
Pre/Post	\$55 x 70 Hours =		\$3,850.00
Circles	\$165 x 10 Circles =		<u>\$1,650.00</u>
			\$5,500.00

Grant Award for the period FY24 shall not exceed \$167,468.00
the annual amount of:

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$167,468.00
40% Minimum Match Liability for Torrance County	<u>\$66,987.20</u>
Projected Budgeted Amount	\$234,455.20

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

State General Fund: FY21:	\$98,385.00
State General Fund: FY22:	\$98,385.00
State General Fund: FY23:	\$134,694.00
State General Fund: FY24:	\$167,468.00
Total =	<u>\$498,932.00</u>

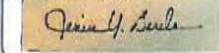
All other articles of this contract and previous amendments remain the same.

Agreement No. 21-690-3200-20847-4

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR – Torrance County

DocuSigned by:



8010423700A74FC

Authorized Signatory

Date: 4/25/2024

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date:

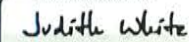
Agency – New Mexico Children, Youth and Families Department



Secretary or Designee, CYFD

Date: 4/30/2024

DocuSigned by:



394C1E2E090940D

Chief Financial Officer, CYFD

Date: 4/26/2024

Approval as to legal form and sufficiency.

Cynthia Aragon

Digitally signed by Cynthia

Aragon

Date: 2024.04.12 12:54:11 -06'00'

Office of General Counsel, CYFD

Date: 4/12/2024

Attachment 3 – Trauma Responsive Care and Services Training Requirements **Torrance County**

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.

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20847
Amendment Three (3)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **Torrance County** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

PURPOSE OF AMENDMENT:

1. Amend **ARTICLE III Limitation of Cost** to reflect an update in language and a FY24 increase of **Fifteen Thousand Five Hundred Twenty-Four Dollars and Seventy-Five Cents (\$15,524.75)** for FY24 total of **One Hundred Fifty Thousand Two Hundred Eighteen Dollars and Seventy-Five Cents** , and a new contract total of **Four Hundred Eighty-One Thousand Six Hundred Eighty-Two Dollars and Seventy-Five Cents (\$481,682.75)**.
2. Amend **Attachment 2 – Budget** to reflect increase in compensation for Item A. Increase in Program Support percentage adjustment.

IT IS MUTALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCE CONTRACT ARE AMENDED AS FOLLOWS:

1. **ARTICLE III Limitation of Cost** is hereby amended to read as follows:
Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made a part of this Agreement as Attachment 2 – Budget. The total amount of monies payable to Contractor under this Agreement shall not exceed **Four Hundred Eighty-One Thousand Six Hundred Eighty-Two Dollars and Seventy-Five Cents (\$481,682.75)**. The annual budget is attached hereto as "Attachment 2 – Budget," and incorporated herein by reference.

2. **ATTACHMENT 2 - Budget** is hereby amended to read as follows:

Attachment 2 – Budget
Torrance County

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$31 x 1500 Hours	=	\$46,500.00
Travel		=	\$1,105.00
Youth Committee Members		=	\$300.00
15% Program Support		=	<u>\$19,593.00</u>
			\$67,498.75
B. <u>Boys Council Program</u>			
Based on serving 150 Youth			
The Council	\$165 x 234 Sessions	=	\$38,610.00
C. <u>Girls Circle Program:</u>			
Based on serving 150 Youth			
Girls Circle	\$165 x 234 Circles	=	\$38,610.00
D. <u>Restorative Justice:</u>			
Based on serving 10 Youth			
Pre/Post	\$55 x 70 Hours	=	\$3,850.00
Circles	\$165 x 10 Circles	=	<u>\$1,650.00</u>
			\$5,500.00

Grant Award for the period FY24 shall not exceed **\$150,218.75**
the annual amount of:

Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$150,218.75
40% Minimum Match Liability for Torrance County	<u>\$60,087.50</u>
Projected Budgeted Amount	\$210,306.25

Agreement No. 21-690-3200-20847-3

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

State General Fund: FY21: \$98,385.00

State General Fund: FY22: \$98,385.00

State General Fund: FY23: \$134,694.00

State General Fund: FY24: \$150,218.75

Total = **\$481,682.75**

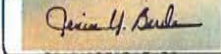
All other articles of this contract and previous amendments remain the same.

Agreement No. 21-690-3200-20847-3

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR – Torrance County

DocuSigned by:



Authorized Signatory

Date: 6/30/2023

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

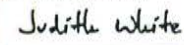
DocuSigned by:



Secretary or Designee, CYFD

Date: 6/30/2023

DocuSigned by:



Chief Financial Officer, CYFD

Date: 6/30/2023

Approval as to legal form and sufficiency.

DocuSigned by:



Office of General Counsel, CYFD

Date: 6/30/2023

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20847
Amendment Two (2)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **Torrance County** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT:

1. **ARTICLE 1 Term of Agreement** to correct the expiration date of the Agreement.
2. Amend **ARTICLE III Limitation of Cost** to reflect an update in language and a FY23 and FY24 increase of **Thirty Six Thousand Three Hundred Nine Dollars and Zero Cents (\$36,309.00)** each for a new FY23 and FY24 total of **One Hundred Thirty Four Thousand Six Hundred Ninety-Four Dollars and Zero Cents (\$134,694.00)**, and a new contract total of **Four Hundred Sixty-Six Thousand One Hundred Fifty-Eight Dollars and Zero Cents (\$466,158.00)**.
3. Amend **Attachment 1** to add Item Y - Trauma Response and Services Training mandated by *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896 Settlement Agreement* and additional items.
4. Amend **Attachment 2 – Budget** to reflect increase in compensation for Item A. Increase in Program Support percentage adjustment.

IT IS MUTALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCE CONTRACT ARE AMENDED AS FOLLOWS:

1. **ARTICLE I Term of Agreement** is hereby amended to read as follows:

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2024**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

2. **ARTICLE III Limitation of Cost** is hereby amended to read as follows:

The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made a part of this Agreement as Attachment 2 – Budget. The total amount of monies payable to the Contractor under this Agreement shall not exceed **Four Hundred Sixty-Six Thousand One Hundred Fifty-Eight Dollars and Zero Cents (\$466,158.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**," and incorporated herein by reference.

Contractor shall utilize the dollars allocated within the service components listed in Attachment 2 to best meet the needs of the Clients. Funding may be shifted between service components with the prior written approval of the Agency's Special Programs Manager and/or Division Deputy Director of an approved Budget Adjustment Form submitted by Contractor. Approved Budget Adjustments shall result in an updated Attachment 2 with any adjustment in total compensation, increase or decrease, made by amendment to the contract.

3. Amend Attachment 1 Scope of Work to add the following:

Activities:

C. 3. Restorative Justice

Duties and Responsibilities:

Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

Data Collection (Salesforce):

Program Specific Performance Measures:

C. Restorative Justice:

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

Local Site-Specific Performance Measures:

C. Restorative Justice

1. Exit surveys to determine program satisfaction

All other articles of this contract and previous amendments remain the same.

Agreement No. 21-690-3200-20847-2

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR – Torrance County

DocuSigned by:

B016426768AE4FC

Date: 5/25/2022

Authorized Signatory


Janice Y. Barela

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

DocuSigned by:

775A3C85C771ADA
Secretary or Designee, CYFD


Date: 5/26/2022

DocuSigned by:

8CD3DB1F3A68428
Chief Financial Officer, CYFD

Date: 5/25/2022

Approval as to legal form and sufficiency.

DocuSigned by:

ABA8B92043EA4ED
Office of General Counsel, CYFD

Date: 5/25/2022

**Attachment 2 – Budget
Torrance County**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22 x 1500 Hours	=	\$33,000.00
Travel		=	\$1,105.00
Youth Committee Members		=	\$300.00
5% Program Support		=	<u>\$17,569.00</u>
			\$51,974.00
B. <u>Boys Council Program</u>			
Based on serving 150 Youth			
The Council	\$165 x 234 Sessions	=	\$38,610.00
C. <u>Girls Circle Program:</u>			
Based on serving 150 Youth			
Girls Circle	\$165 x 234 Circles	=	\$38,610.00
D. <u>Restorative Justice:</u>			
Based on serving 10 Youth			
Pre/Post	\$55 x 70 Hours	=	\$3,850.00
Circles	\$165 x 10 Circles	=	<u>\$1,650.00</u>
			\$5,500.00

Grant Award for the period FY23 shall not exceed \$134,694.00
the annual amount of:

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$134,694.00
40% Minimum Match Liability for Torrance County	<u>\$53,878.00</u>
Projected Budgeted Amount	\$188,572.00

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

FOR THE PERIOD OF FY23: July 1, 2022, through June 30, 2024:

The total amount of the contract for FY23 & FY24 shall each not exceed \$134,694.00

Juvenile Continuum Grant Fund (State General Fund)

State General Fund: FY21: \$98,385.00
State General Fund: FY22: \$98,385.00
State General Fund: FY23: \$134,694.00
State General Fund: FY24: \$134,694.00
Total = <u>\$466,158.00</u>

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.

Agreement No. 21-690-3200-20847-1

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20847
Amendment 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **Torrance County**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT:

1. Amend Attachment 1 – Scope of Work to reflect updated language throughout.
2. Amend Attachment 2 – Budget to reflect updated Funding Information.

Attachment 1 – Scope of Work is hereby amended to read as follows:

**Attachment 1 – Scope of Work
Torrance County**

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

Agreement No. 21-690-3200-20847-1

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in Torrance County to be updated a minimum of once per year;
 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
 4. Provide oversight for the programs/service identified in the Scope of Work;
 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
 7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
 8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.
- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
 2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
 4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 6. Provide the Agency standardized progress reports monthly;
 7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and

- e. provide plan for sustainability of programs/services.
- 8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Grant and Title II Formula, Grant, submitted for state fiscal year 2022, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
 - 1. Boys Council; and
 - 2. Girls Circle.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

Agreement No. 21-690-3200-20847-1

- I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:
 - 1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.
- J. The data required shall be determined by the Agency.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Consuelo Garcia
 Grant Management Unit Grant Manager
 Children, Youth and Families Department
 P.O. Drawer 5160, Room 541
 Santa Fe, NM 87502
 (P) 505-470-7494

Contractor

Janice Y. Barela
 County Manager
 Torrance County
 PO Box 48
 Estancia, NM 87016
 (P) 505-544-4703

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

Agreement No. 21-690-3200-20847-1

- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.
- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

- X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
 - 1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 - 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
 - 3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;

- C. Population Served:
 - 1. At-Risk Youth;
 - 2. First Time Offender;
 - 3. Repeat Offender;
 - 4. Sex Offender;
 - 5. Status Offender; and
 - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 - 1. Male;
 - 2. Female; or
 - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 - 1. Urban;
 - 2. Tribal;
 - 3. Rural; or
 - 4. Frontier.
- H. Other Population Information:
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; or
 - 4. Pregnant.
- I. Surveys:
 - 1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
 - 2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

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 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.

Program Specific Performance Measures:

A. Boys Council - Outcomes 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.

B. Girls Circle Program – Outcomes measured by The Girls Circle Survey:

1. School Attachment;
2. Avoiding Self-Harm;
3. Positive Body Image;
4. Avoiding Alcohol;
5. Avoiding Tobacco;
6. Communicating Needs to Adults;
7. Making Healthy Choices regarding Nutrition, Self-Care and Activities;
8. Using Protection if choosing sexual activity; and
9. Self-Efficacy.

Local Site-Specific Performance Measures:

A. Boys Council Program:

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;
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

B. Girls Circle Program:

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 improvement in conflict resolution; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

Agreement No. 21-690-3200-20847-1

Attachment 2 – Budget is hereby amended to read as follows:

**Attachment 2 – Budget
Torrance County**

- A. Continuum and Board Activities:
 Continuum Coordinator \$22 x 1500 Hours = \$33,000
 Travel = 1000
 Youth Committee Members = 300
 5% Program Support = 4,685
 \$38,985
- B. Boys Council Program
 Based on serving 120 Youth
 The Council \$165 x 180 Sessions = \$29,700
- C. Girls Circle Program:
 Based on serving 120 Youth
 Girls Circle \$165 x 180 Circles = \$29,700

Total Grant Award not to exceed: \$98,385

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$98,385
40% Minimum Match Liability for Torrance County	<u>\$39,354</u>
Projected Budgeted Amount	\$137,739

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY22 July 1, 2021 through June 30, 2022:

The total amount of the contract for FY22 shall not exceed \$98,385.00

State General Fund: FY21: \$98,385.00
 State General Fund: FY22: \$98,385.00
 State General Fund: FY23: \$98,385.00
 State General Fund: FY24: \$98,385.00
 Total = \$393,540.00

All other articles of this Agreement remain the same.

Agreement No. 21-690-3200-20847-1

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR – Torrance County



Authorized Signatory

Date: 5-12-2021

Torrance County Commissioner
Printed Title of Authorized Signatory



Legal Counsel, Contractor

Date: 5-12-2021

Agency – New Mexico Children, Youth and Families Department

Terry L. Locke Digitally signed by Terry L. Locke
Date: 2021.06.08 14:25:05 -06'00'

Secretary or Designee, CYFD

Date: _____

Phillipe Rodriguez Digitally signed by Phillipe Rodriguez
Date: 2021.05.25 12:43:34 -06'00'

Chief Financial Officer, CYFD

Date: _____

Approval as to legal form and sufficiency.

James Cowan Digitally signed by James Cowan
Date: 2021.05.24 08:11:35 -06'00'

Office of General Counsel, CYFD

Date: _____

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
AGREEMENT No. 21-690-3200-20847

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **Torrance County** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

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

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope 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 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children's behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost

The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Three Hundred Ninety Three Thousand Five Hundred Forty Dollars and Zero Cents (\$393,540.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

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

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without

written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

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

ARTICLE VIII. Maintenance of Records

A. 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 Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than \$250,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room
103 Santa Fe, New Mexico
87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. 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 Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

ARTICLE X. Amendments

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

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in

accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive 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.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

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

ARTICLE XV. Execution of Documents

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

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor 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.

ARTICLE XVIII. 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 Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency 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.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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.

ARTICLE XXIV. Property

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal

appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, 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 agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- <http://www.nmdfa.state.nm.us/Manuals.aspx>
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number -XXX_____. OR N/A
 - ii. Program Title -XXX_____. OR N/A
 - iii. AGENCY/OFFICE -XXX_____. OR N/A
 - iv. GRANT NUMBER -XXX_____. OR N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
4. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
5. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – Torrance County



Authorized Signatory


Printed Title of Authorized Signatory

Date: _____



Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

Terry L. Locke Digitally signed by Terry L. Locke
Date: 2020.06.25 19:38:40 -06'00'

Secretary or Designee, CYFD

Date: _____

Phillipe Rodriguez Digitally signed by Phillipe
Rodriguez
Date: 2020.06.25 17:57:17
-06'00'

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

James Cowan Digitally signed by James
Cowan
Date: 2020.06.25 13:04:31
-06'00'

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
Torrance County

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in Torrance County to be updated a minimum of once per year;
 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
 4. Provide oversight for the programs/service identified in the Scope of Work;
 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
 7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State’s youth; and
 8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.
- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

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2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
 4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 6. Provide the Agency standardized progress reports monthly;
 7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. provide plan for sustainability of programs/services.
 8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2021, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Boys Council; and
 2. Girls Circle.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

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- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

Agreement No. 21-690-3200-20847

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Consuelo Garcia
Grant Management Unit Grant Manager
Children, Youth and Families Department
P.O. Drawer 5160, Room 541
Santa Fe, NM 87502
(P) 505-470-7494

Contractor

Wayne Johnson
County Manager
Torrance County
PO Box 48
Estancia, NM 87016
(P) 505-544-4702

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

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2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:
 1. Mental Health;
 2. Substance Abuse;
 3. Truant/Dropout; or
 4. Pregnant.

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;

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- 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 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.

Program Specific Performance Measures:

- A. Boys Council - Outcomes 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.
- B. Girls Circle Program – Outcomes measured by The Girls Circle Survey:
 - 1. School Attachment;
 - 2. Avoiding Self-Harm;
 - 3. Positive Body Image;
 - 4. Avoiding Alcohol;
 - 5. Avoiding Tobacco;
 - 6. Communicating Needs to Adults;
 - 7. Making Healthy Choices regarding Nutrition, Self-Care and Activities;
 - 8. Using Protection if choosing sexual activity; and
 - 9. Self-Efficacy.

Local Site-Specific Performance Measures:

- A. Boys Council Program:
 - 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;
 - 6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

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B. Girls Circle Program:

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 improvement in conflict resolution; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

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**Attachment 2 – Budget
Torrance County**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 1500 Hours =	\$33,000
Travel		=	1000
Youth Committee Members		=	300
5% Program Support		=	<u>4,685</u>
			\$38,985
B. Boys Council Program			
Based on serving 120 Youth			
The Council	\$165	x 180 Sessions=	<u>\$29,700</u>
C. <u>Girls Circle Program:</u>			
Based on serving 120 Youth			
Girls Circle	\$165	x 180 Circles =	<u>\$29,700</u>
Total Grant Award not to exceed:			<u>\$98,385</u>

The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$98,385
40% Minimum Match Liability for Torrance County	<u>\$39,354</u>
Projected Budgeted Amount	\$137,739

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:

The total amount of the contract for FY21 shall not exceed \$98,385.00

State General Fund: FY21: <u>\$98,385.00</u>
State General Fund: FY22: <u>\$98,385.00</u>
State General Fund: FY23: <u>\$98,385.00</u>
State General Fund: FY24: <u>\$98,385.00</u>
Total = <u>\$393,540.00</u>



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 12-B

EMPL_LAST_NM	EMPL_FIRST_NM	EMPLOYEE_ID	HIRE_DATE	Hire Year	6/30/24 Yrs	FY2023 Bonus
Reynolds	Stephanie	6514	8/28/2023	2023	0	8,000.00
YOUNG	ERWIN	6033	9/7/2004	2004	20	5,350.00
BALLARD	KENT	6089	8/20/2007	2007	16	4,850.00
DURAN	JORDAN	6409	3/12/2018	2018	6	3,350.00
SCHWERDEL	ALEXANDER	6442	10/29/2018	2018	6	3,350.00
QUINTANA	CESAR	6469	7/8/2019	2019	4	2,350.00
Aragon	Isaac	6731	4/17/2023	2023	1	2,350.00
Saavedra	Ron	6151	4/24/2023	2023	1	2,350.00
Quinonez	Edward	6777	7/10/2023	2023	11 mos	1,850.00
Cervantes	Eunice	6455	11/21/2023*	2023	7 mos	1,850.00
Long	Joshua	6730	11/21/2023*	2023	7mos	1,850.00
Swinford	Jeffery	6828	4/16/2024		<3 mos	0.00

* certification date

		Proposal 1	Final
Undersheriff		8,000.00	8,000.00
20+ years		5,000.00	5,350.00
15-19 years		4,500.00	4,850.00
10-14 years		4,000.00	
5-9 years		3,000.00	3,350.00
1-4 years		2,000.00	2,350.00
recruitment 6 mos-1 yr		1,500.00	1,850.00
recruitment 3 mos		750.00	n/a

Total
Award

37,500.00
37,500.00



**TORRANCE COUNTY
COMMISSION MEETING**

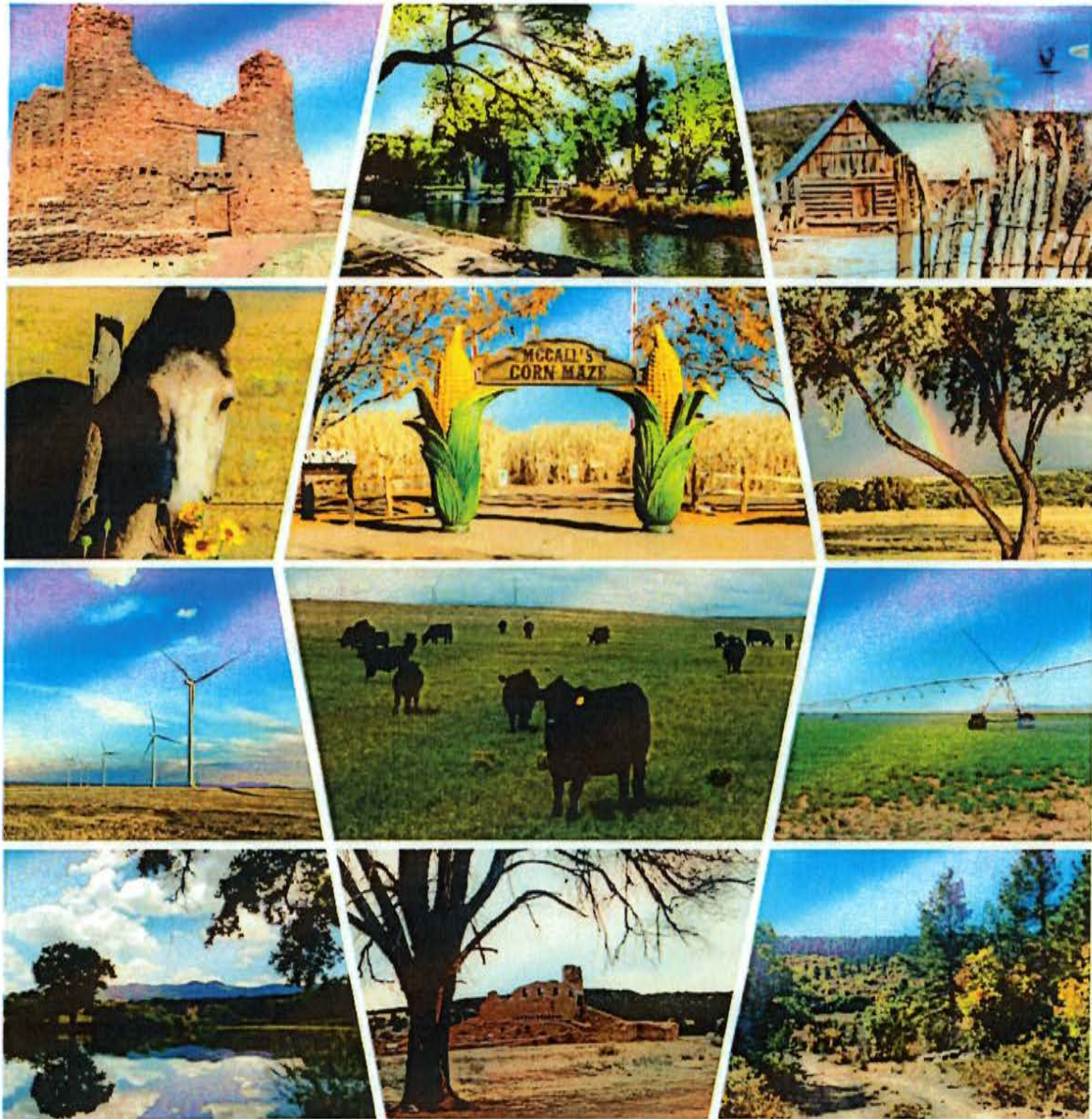
Agenda Item
No. 12-C



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 12-D

**2024 ~ 2025
ASSESSOR'S VALUATION MAINTENANCE
And REAPPRAISAL PLAN**



**Jesse Lucero
Torrance County Assessor
Submitted May 2, 2024**

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PREFACE

County Assessors are exclusively responsible for determining values of property for property taxation purposes in accordance with the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] and specifically 7-36-16 (A), and the regulations, orders, rulings and instruction of the department. Except as limited in Section 7-36-21.2 NMSA 1978, **Assessors shall also implement a program of updating property values** so that current and correct values of property are maintained and shall have sole responsibility and authority at the county level for property valuation maintenance, subject only to the general supervisory powers of the director.

The New Mexico Department of Finance and Administration, in accordance with 7-36-16 (D) NMSA 1978, shall not approve the operating budget of any county in which there is not an adequate allocation of funds to the County Assessor for the purpose of fulfilling his/her **responsibilities for property valuation maintenance** under this section. If the Department of Finance and Administration questions the adequacy of any allocation of funds for this purpose, it shall consult with the Department, the Board of County Commissioners, and the County Assessor in making its determination of adequacy.

In accordance with 7-36-16 (E) NMSA 1978, to aid the Board of County Commissioners in determining whether the County Assessor is operating an efficient program of property valuation maintenance and in determining the amount to be allocated to him for this function, the **County Assessor shall present with his annual budget request, a written report known as the Annual Report**. The report contains improvements of property added to valuation records during the year, additions of new property to valuation records during the year, increases and decreases of valuation during the year, the relationship of sales prices of property sold to values of the property for property taxation purposes and the current status of the overall property valuation maintenance program in the county.

In accordance with 7-38-38.1 (D) NMSA 1978, expenditures from the county property valuation fund shall be made pursuant to **a property valuation program presented by the County Assessor and approved by the majority of the County Commissioners**.

In order to achieve successful implementation and completion of this plan, all requirements and provisions regarding property valuation and maintenance will be performed in compliance with the New Mexico Constitution, and the New Mexico Property Tax Code. Additionally, the Torrance County Assessor's Office ensures that all appraisal methods and techniques will adhere to standards and code of ethics of the International Association of Assessing Officers (IAAO) and the Uniform Standards of Professional Appraisal Practices (USPAP).

I. Valuation Maintenance Program Purpose

In accordance with Statute 7-36-16 (E) NMSA 1978, the purpose of this report is to aid the Board of County Commissioners in determining whether the County Assessor is operating an efficient program of property valuation maintenance and in determining the amount to be allocated for this function. This program is subject to the approval of the majority of the Board of County Commissioners.

II. Valuation Maintenance Program Components

The valuation maintenance program developed and implemented by the Torrance County Assessor consists of two major components: 1) Reappraisal and data maintenance of all taxable parcels on a yearly cycle; 2) Door-to-door reinspection of all taxable improved real property every 4 to 6 years.

III. Reappraisal and Data Maintenance Plan: Yearly Cycle

The following is a brief description of the various duties, functions, and procedures that each department within our office is responsible for accomplishing the yearly cycle. Many duties are indirectly related to the valuation of a property; however, they are required to complete the entire assessment process. This program can only be implemented and successfully completed with an adequate budget and proper management of employees, time, and resources.

IV. Operating Budget

Approximate Time Frame of Completion: January 2nd to May 31st

Personnel Responsible: Assessor and Chief Deputy Assessor

Summary: The Assessor is provided with two budget sources that fund our operations: the "General Fund," which is directly funded from County coffers, and the "1% Revaluation Fund." The Revaluation Fund is mandated in accordance with Statute 7-38-38.1 NMSA 1978. It requires that all entities (except institutions of higher education) that collect a property tax levy help share the cost of reappraisal and assessment of parcels within their jurisdiction by contributing 1% of their property tax revenue to this fund. This is a special use fund that may only be used by the Assessor for property valuation maintenance and reappraisal.

Procedures:

Planning (January 2nd to February 28th): The Assessor plans and coordinates with

Supervisory staff to determine the financial needs for operation of the office for the next fiscal year. Needs are determined by February 28th of each year.

Prepare Forms (March): The Assessor prepares all budget forms and submits them to the County Finance Department within the deadline set by the Finance Department.

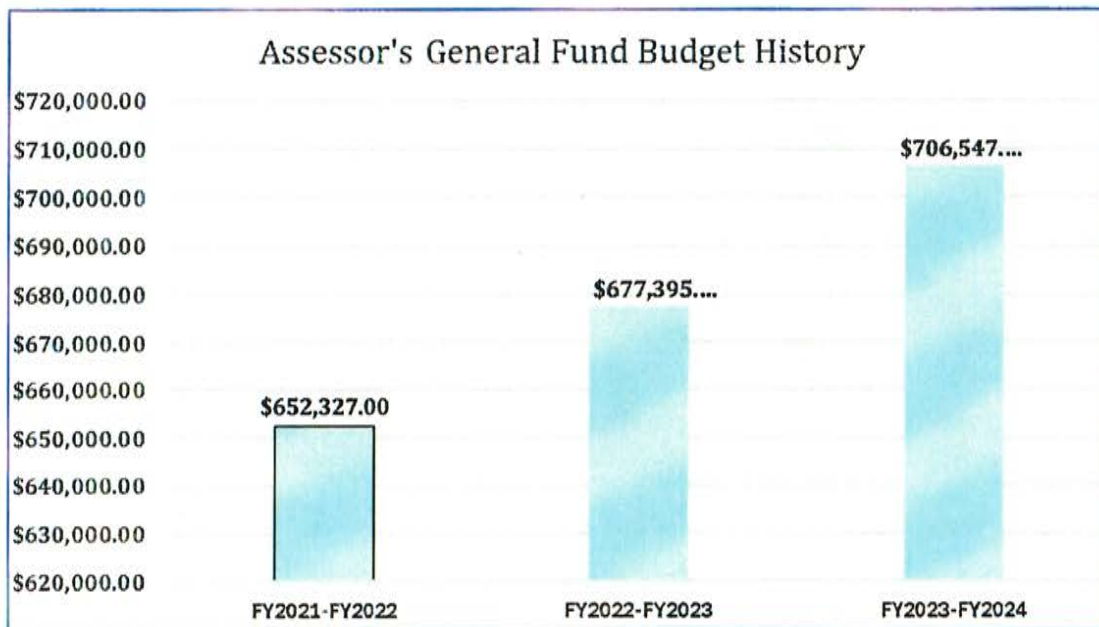
Informal Hearings/Workshops (April-May): Assessor and Chief Deputy Assessor attend informal budget hearings/workshops conducted by the Finance Director and staff.

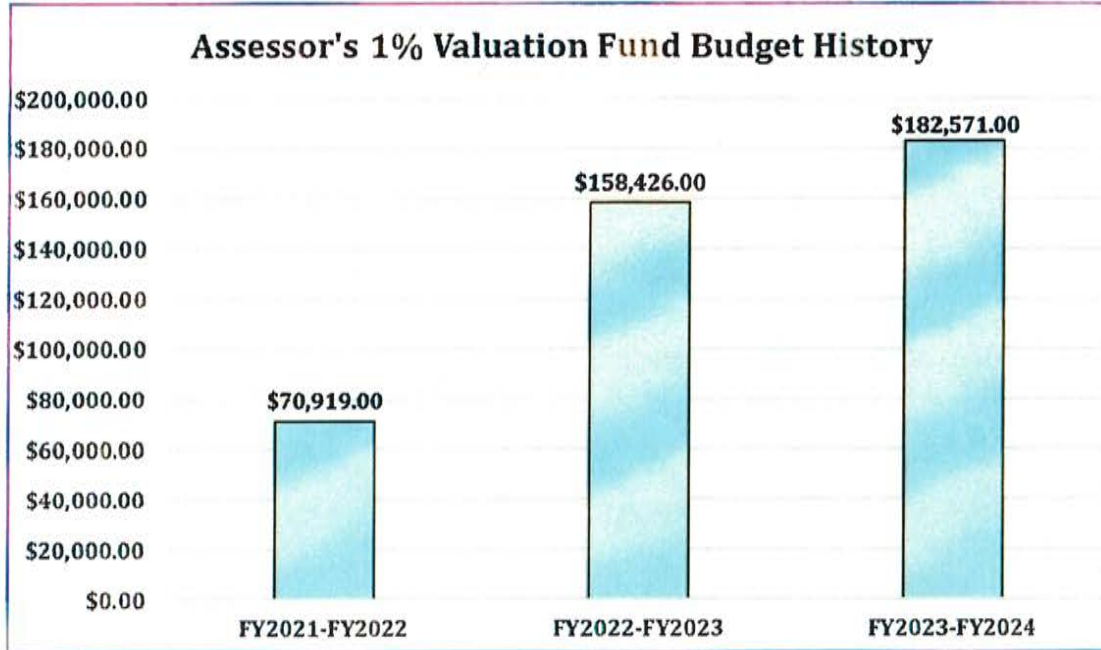
Commission Hearings/Workshops (May): Assessor and/or Chief Deputy Assessor present budget requests at the formal budget hearing/workshop before the Board of County Commissioners (BOCC).

Final Adjustments (May): Adjustments are made to each budget as necessary and budgets are finalized with the Finance Department and approved by the BOCC.

Goal: To obtain adequately funded budgets and other resources necessary to complete a comprehensive, fair, and equitable valuation maintenance plan, while ensuring accountable and efficient use of those resources and taxpayer revenues.

Supporting Information: The Assessor's office is the only county office that can protest the budget that is set by the BOCC. The Department of Finance and Administration shall not approve the operating budget of any county in which there is not an adequate allocation of funds to the County Assessor for the purpose of fulfilling the responsibilities of property valuation maintenance and reappraisal.





V. Real Property Ownership Transfers

Approximate Time Frame of Completion: January 2nd to December 31st

Persons Responsible: Assessor's Records Keeping Staff (Deputy Assessors)

Summary: Legal documents that transfer ownership of real property, such as deeds, are recorded in the County Clerk's office. State law mandates that copies are to be provided to the Assessor's office. The Assessor's records must be updated to reflect the current owner's name and mailing address to ensure assessment to the correct owner. Various documents are filed and processed throughout the year; therefore, this process is continuous.

Procedures:

Recorded documents received from the Clerk's office are assigned to the records keeping staff for data entry into the database.

As account information is updated with new owner's information, Head-of-Family Exemptions, Veterans' Exemptions, and Valuation Freezes are also removed and/or verified as required.

Goal: Enter all transfers into the database within two weeks of County Clerk's filing date and minimize data entry errors. Ensure that all transfers are completed prior to preparation of the mailing of the Assessor's Notices of Value for each tax year (typically April 1st) so that the current owner of record receives the Notice.

VI. G.I.S. Parcel Mapping and Maintenance

Approximate Time Frame of Completion: January 2nd to December 31st

Personnel Responsible: G.I.S. Specialist/Analyst, G.I.S. Analyst Technician

Summary: Plats and other legal documents that initiate a change in and to the legal boundaries of a parcel or parcels are typically filed and processed throughout the year with the County Clerk's office. The Assessor's office receives copies of the documents and is responsible for creating and maintaining parcel-based tax maps from the recorded documents. Tax maps are essential in defining the location, shape, and size of each parcel of property that the Assessor is responsible for valuing for property tax assessments. Documents are filed throughout the year from various sources such as developers, title companies, and individuals. This is a continuous process, and the GIS department must stay current with the creation, consolidation, and division of parcels to properly assess the correct owner of record for the appropriate tax year.

Procedures:

The G.I.S. Specialist and Technician coordinate to evaluate, prioritize, and assign work for completion.

The specialist checks plats, surveys, and deeds for legal lot descriptions and makes geographical (spatial) changes to the digital parcel layer using a variety of software, including Eagleview/Pictometry, ESRI, and Sidwell, for all properties that have been split, combined, or have boundary changes. They reconcile boundary lines among neighboring parcels for representation of taxable areas and assign a Uniform Property Code (UPC) number to every parcel in the county. A UPC number is a 19-digit code that relates the positioning of a parcel numerically in a respective coordinate system (PLSS). The GIS Specialist assigns and stores attributes (tabular) data associated to a UPC, including addresses, legal descriptions, lot sizes, plats/surveys, deeds and/or various other source data that might help locate and identify a parcel. Aerial photography (Eagleview/Pictometry) and other GIS map layers are also used to assist staff with parcel mapping. Parcel editing is a continuous process as land records often change and as new source data is assimilated.

The GIS Department also produces hard copy cadastral maps and provides spatial data for the public and other governmental agencies for a standard fee. This department provides assistance, not only to the Assessor's office but also to the County and cities such as Utility Departments, Law Enforcement, Fire-EMS-911, Clerk, and the Planning & Zoning Department.

Supporting Information:

The Torrance County Assessor's office uses a Geographical Information System (GIS) to maintain the County's cadastral (tax) map. A GIS is a computer-based tool used for mapping and analyzing natural and manmade features on the surface of the earth.

The cadastral map (parcel layer) is the land record for the Assessor's office and is the base layer of Torrance County's spatially integrated GIS.

The GIS is integrated with the Assessor's office Computer Aided Mass Appraisal (CAMA) system. The CAMA system more accurately values properties as they relate to each other geographically and assures that properties are being valued fairly and equitably.

GIS maps assist the Assessor's appraisers with neighborhood designations and value comparisons. Appraisers analyze markets, create reports, and statistical data with GIS maps. Other county departments are also able to use the GIS Department to assist them in their work endeavors. Common records processes such as searching and sorting through records is made easier because of the CAMA system and its mapping interface.

VII. Valuation/Appraisal: Real and Personal Property

Approximate Time Frame of Completion: January 2nd to December 31st

Personnel Responsible: Chief Appraiser, all Appraisal Staff

Summary: The Office of the Torrance County Assessor is statutorily responsible for and authorized to value property subject to valuation for property tax purposes. This includes all real property, business personal property, and livestock; except for property that is assessed by the Property Taxation Division's state assessed bureau. The state assessed properties include railroads, communications systems, pipelines, airlines, public utilities, etc.

The Assessor shall also implement a program of updating property values so that current and correct values of property are maintained and shall have sole responsibility and authority at the county level for property valuation maintenance.

In accordance with Statute 7-36-7 NMSA 1978, all property is subject to valuation for property taxation purposes under the Property Tax Code if it has a taxable situs in the state (7-36-7 NMSA 1978).

Property has a taxable situs in the state if it is real property located in the state, if it has an interest in the state, or it has business personal property present in the state of January 1st of each year, which is the official date of property tax valuation (7-36-14 NMSA 1978)

Property that is not subject to valuation for property taxation purposes under the Property Tax Code, as specified by subsection B of 7-36-7 NMSA 1978, includes property exempt from property taxation under the federal or state constitution, federal law, the Property Tax Code, or other laws.

All taxable property is to be valued at market value unless the property is assed with a special valuation method under Statute 7-36-20 through 7-36-33 NMSA 1978. Market value is determined by the sales comparisons, income, or cost valuation method, or any combination of methods. The methods for appraising properties must employ generally accepted appraisal techniques (Statute 7-36-15 NMSA 1978).

Assessors are mandated to reappraise properties either once per year (one-year reappraisal cycle), or once every two years (two-year reappraisal cycle). Colfax County Assessor's office is currently employing a one-year cycle. The phrase "current and correct values of property" (when on a one-year cycle) as used in Statute 7-36-16 NMSA 1978, means that valuations for any given tax year are to be based on the prior year's market value.

Employing a one-year cycle is a tremendous undertaking by the office. However, this cycle is most beneficial to the taxpayer. In a rising real estate market, it means small increases (3%) in valuation per year rather than a larger increase (6.1%) in valuation every other year. In a decreasing or stagnant market, valuations may be lowered each year instead of every other year, and result in a more current and fair assessment for the owner/taxpayer.

The tax code also imposes limitations on increases in valuation under Statute -36-21.2 NMSA 1978. While under a one-year reappraisal cycle, the Assessor's value of a property in any tax years shall not exceed 103% of the prior year's values. While under a two-year reappraisal cycle, the Assessor's value of property in any tax year shall not exceed 106.1% of the value from two years prior.

Procedures Directly Associated to Valuation

(All dates are approximate and are assigned and accomplished according to workload)

- Affidavits (September 1st to February 28th): Appraisers field verify all affidavits of sale price for improved residential property for determination if sale is a valid “arms-length transaction” and useable as a comparable. Affidavits are submitted by owners and title companies throughout the year in accordance with the law and are kept confidential.
- New Construction Permits (October 1st to January 31st): Appraisers field review all properties that have been issued new construction permits. This process includes locating the property; interviewing the property owner to determine interior property characteristics; collecting exterior data; measuring the exterior of the structure(s); drawing a floor plan of the structure(s) and enter all relevant data into the computer databases.
- Land Splits/Combinations (January 2nd to December 31st): Appraisers field review parcels of land that have been split or combined by the mapping department. Properties must be checked for the correct location of improvements and correct land values on newly created parcels. This is an ongoing process, but all reviews must be completed prior to all properties being reappraised and prior to the Notices of Value being mailed each year.
- Agricultural/Grazing Land Review (January 2nd to December 31st): New applications for an agricultural or grazing special method of valuation submitted to the Assessor are verified by appraisal staff. The Assessor approves or denies the application and an appraiser completes the data entry for the approved parcels. Properties that are denied are sometimes protested and an appraiser must defend the decision to deny in a protest hearing if necessary.
- CAMA (Computer Assisted Mass Appraisal) Modeling (February 1st to March 1st): Appraiser prepares and generates new statistical “models” for use in yearly reappraisal.
- Data Entry (January 2nd to December 31st): Appraisers complete data entry of all information acquired from field work. Quality control measures are performed.

VIII. Special Methods of Valuation:

Business Personal Property; Livestock Renditions; Notices of Value (December to April 1st): Requests for information reports are mailed out December 31st of each year to every business owner with a license to operate a business in Colfax County. The Personal Property specialist receives the completed

reports for business owners (by February 28th) listing their fixtures and equipment that were depreciated and/or reported to the IRS for the previous year. The specialist enters all information into the database and generates a value for assessment and taxation purposes. Values are usually finalized by March 15th of each year and the Notice of Value is mailed on April 1st along with the real property Notices of Value.

The Livestock specialist receives livestock reports for the NM State Livestock Inspector's Office listing all livestock that was recently inspected. She uses the reports and enters information into the database for assessment of livestock. A Notice of Value is mailed to each livestock owner by April 1st of each year. Livestock values are derived from the livestock industry by the Property Tax Division and are provided to the Assessor each year for use in assessing the livestock.

Manufactured Home Valuation and Tax Releases (January 2nd to December 31st): The appraisal staff is responsible for field checking and collecting data on manufactured homes for valuation under the special method as stated in Statute 7-36-26 NMSA 1978. We utilize the electronic version of the N.A.D.A. cost guides to derive values for manufactured homes. This approach makes it easier and more efficient to reappraise all manufactured homes valued as personal property. Cost tables are updated yearly by the provider and updated MH values are automated and calculated in batch.

A manufactured home may be assessed and taxed as real property if permanently affixed to the land and certain other criteria are met as outlined in statutes. In this case the MH is valued as real property and "costed."

The Manufactured Home specialist collects information on manufactured/mobile homes for omitted assessments and issues tax releases to MH owners when owners need a MH moving permit. MH owners must pay their taxes in advance to receive a tax release (per state statute).

Supporting Information:

Appraisals: An appraisal is an opinion of value. According to the Property Tax Code, the purpose of appraisals for property tax purposes is to estimate market value. Market value, as defined by the courts, is the highest price estimate in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all uses to which it is adapted and for which it is capable of being used and assumes a willing buyer and seller. Market value is not the same as sales price, but if the market is reasonably competitive, sales price can be strong evidence of market value.

Three Approaches to Valuation: The three approaches to estimating market value have been in existence since the early 1900's, all have been refined through the years and variations developed for specific appraisal problems. The three approaches to estimating value are: sales comparison, cost method, and income method.

- **Sales Comparison Approach:** The sales comparison approach compares recently sold local similar properties to the subject property. Price adjustments are made for differences in the comparable and subject property. Terms and conditions of the sale must be analyzed and, if required, adjusted to market-based equivalence. If the adjusted prices of several comparables turn out to be similar, the appraiser has good evidence as to the market value of the subject property.

The sale comparison approach is most suitable when there are numerous and frequent sales of similar properties. This approach is widely used in the appraisal of single-family residential properties and vacant land. The reliability of the sales comparison approach rests on the number and quality of available sales. When sufficient and valid sales are available, this approach tends to be the preferred valuation method.

- **Cost Approach:** The cost approach estimates the replacement cost new of the improvements, less the estimated accrued depreciation plus the market value of the land. The cost approach is most reliable in new construction and special purpose properties, where there is little to no sales data, and sometimes in commercial properties.
- **Income Approach:** The income approach requires an appraiser to capitalize net income, after allowable expenses, of a property into an estimate of market value. Successful application of the income approach requires the collection maintenance, and careful analysis of income and expense data.

The income approach is the best method to use when dealing with income producing properties. This approach recognizes that potential investors demand property because they anticipate a future income stream.

IX. Quality Control and Preparation of Valuation Data for Printing Notices of Value

Approximate Time Frame of Completion: February 1st to March 15th

Personnel Responsible: Chief Deputy Assessor, CAMA Specialist (Assessor's

System Programmer/Data & Quality Maintenance), Appraisal staff

Summary: After all appraisal work has been completed for each new tax year and prior to the Notices of Value being mailed, data is processed for errors. This is necessary to prevent major problems prior to mailing, avoiding additional costs, and providing the property owner with an accurate and valid valuation.

Procedures:

Checking for Errors: The CAMA Data Analysts prints reports of all taxable property. The report lists the prior year's value and the current year's value along with a "%" difference in the values. The reports are reviewed to check for large increases or decreases in valuation to determine if the changes are valid.

Field Reviews: Appraisal staff field review any properties with errors that cannot be determined for the office. Appraisers resolve errors until the lists are complete.

Deliver Data (March 15th +/-): All data necessary to produce the Notices of Value is prepared and exported electronically by the CAMA Data Analysts to the printing contractor for mailing of the Notice of Value by April 1st of each year, or the designated official mail date. The printing contractor usually requires the data to be delivered two weeks prior to the mailing date. The Assessor's office is currently under contract with Peregrine Corporation for printing the notices.

X. Mailing of Notices of Value and Rendition Period

Approximate Time Frame of Completion: April 1st to May 1st

Personnel Responsible: All Assessor's Staff

Summary: Assessors are mandated to mail all notices of net taxable value of the property to all property owners by April 1st of each tax year (Statute 7-38-20 NMSA 1978), unless an extension has been granted by the NM Property Tax Director. The Notice of Value is the culmination of the Assessor's responsibilities and efforts.

The Notice of Value informs the property owner of the valuation that is determined by the Assessor's office for property tax purposes. The 30-day time period from the date the Notices of Value are mailed is known as the rendition period. During this 30-day period, the owner or their representative (licensed appraiser, tax consultant, or attorney) is afforded the opportunity to "protest" their valuation, and file for taxpayer benefits such as exemptions. This period is the busiest time of year for "walk-in" traffic and phone calls by the public.

Procedures:

Mail Notices of Value (April 1st or before): The Chief Deputy Assessor and Assessor's System Programmer collaborate and ensure that the contracted printing company mails out approximately 20,000 notices as scheduled.

Public Assistance (April 1st to May 1st): All Assessor's staff provide information and assistance to walk-in and phone in taxpayers. Staff also provides assistance and receive applications for Head-of-Family exemptions, Veteran's exemptions, Valuation freezes, non-governmental exemptions, and agricultural/grazing status.

Receive Protest Petitions (April 1st to May 1st): All appraisal staff meet with property owners in person, via telephone or email to discuss concerns with the Assessor's valuation and accept protests. The office provides a nine page "Information Pamphlet" and an "Explanation Letter" that provides the owner with more information relating to the protest hearing process. The files are transferred to the appraisal department and the Chief Appraiser assigns and distributes protests to the appraisal staff.

Process Incoming Mail (April 1st and after): The Assessor's Office Manager is responsible for retrieving mail from the post office. All mail is sorted and distributed to the appropriate staff member for processing.

Application Review and Data Entry (January 2nd to December 31st): The Chief Deputy Assessor determines eligibility and reviews all exemptions and freeze applications that were filed during the rendition period. The records keeping staff complete data entry of all information acquired during the rendition period.

XI. Valuation Protests

Approximate Time Frame of Completion: April 1st to September 30th

Persons Responsible: Assessor, Chief Deputy Assessor, Chief Appraiser, Appraisal Staff, Records keeping staff.

Summary: Each year property owners or their representative may appeal the value or classification determined for their property by filing a Petition of Protest with the County Assessor within 30 days of the official mail date of the Notice of Value. Torrance County typically mails Notices on or around April 1st of each year. The Assessor may mail the Notices of Value later than April upon approval from the NM Property Tax Director. All protests are mandated to be resolved within 180 days of

the filing of the protest with the Assessor's office. This deadline may be extended by the tax director if the Assessor requires and requests more time to resolve the protests.

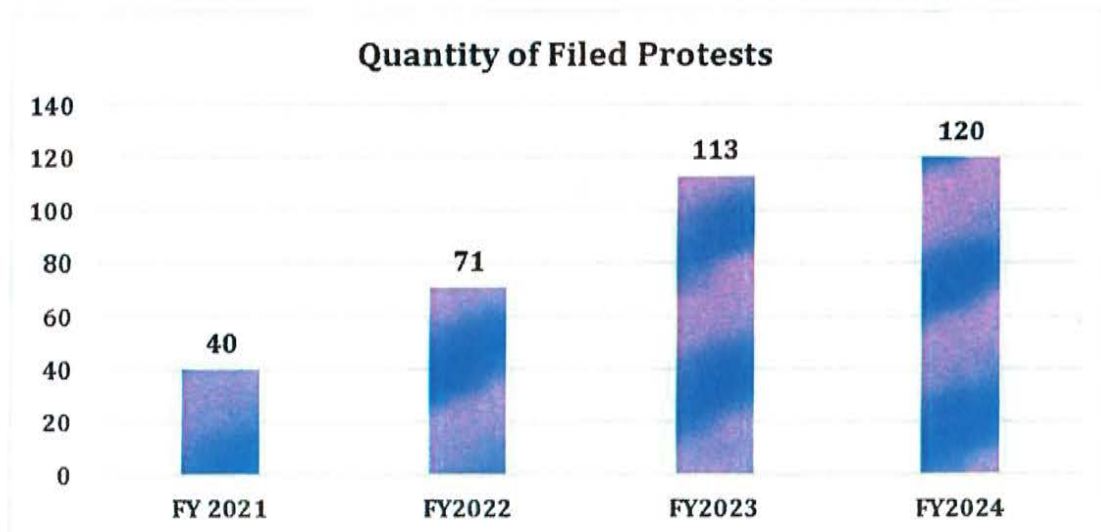
Procedures:

On Site Inspection (April 1st to June 15th): Protest petitions are assigned to appraisers for a complete on-site review of the property. This review will include taking current photos, inspecting the exterior of the property, verifying, and correcting all pertinent data, and measuring and sketching the exterior of all structures if necessary. In some cases, an interior inspection may be necessary as well. Protests are assigned based on difficulty and as evenly as possible to each appraiser in order to maintain fairness.

Informing the Owner: After the field review has been completed, the appraiser will contact the property owner and inform them of any changes to their valuation. If an adjustment has been made, and the owner agrees with the valuation, they may choose to withdraw the protest petition by signing the withdrawal portion of the petition and returning it back to the Assessor's office.

Informal Conference (April 1st to August 31st): If an appraiser decides not to adjust the valuation or the owner remains in disagreement with our revised valuation, the owner may choose not to withdraw the protest and proceed with the protest process. If this is the case, the appraiser will schedule an "informal conference" and meet with the protestant in person. The appraiser then informs the owner of any changes made to the property records and presents the owner with information that supports the Assessor's valuation. Owners may provide any new documentation they have not already provided to the office in support of their value for the appraiser to consider.

Formal Hearings (typically between July and September): If the protest is not resolved at the informal conference, then a formal hearing will be scheduled by the appraiser before the Torrance County Valuation Protest Board. The Assessor is required to notify the protestant by certified mail of the date, time, and location of the hearing at least 15 days prior to the hearing. Appraisal staff prepares reports and spreadsheets and presents testimony, exhibits, and is cross-examined at the protest board hearing.



Supporting Information:

The Torrance County Valuation Protest Board consists of two members and one alternate who are residents of the county and are appointed by the Torrance County Board of Commission. The third member and an alternate are employees of the State Property Tax Division and serve as the chairperson of this board. The hearing is an open meeting and is also recorded for appeal purposes by one person from the Property Tax Division. The protest board will hear testimony and accept documentation from both the Assessor's office and the protestant. After the hearing, the board will privately discuss and decide the case. The board will then mail a written decision and order to both parties within thirty days after the hearing, as required by statute. If the board rules in the owner's favor, the Assessor's valuation will be adjusted accordingly. If a protestant fails to appear at the hearing, the protest will be denied, and the valuation will default to the Assessor's value. Property owners or the County may appeal the final decision or orders from a district court.

If a person misses the deadline for filing a protest, the owner may file a "Claim for Refund" in the Torrance County District Court after the County Treasurer mails the tax bills in November of each year. Claims must be filed against the County Assessor no later than the sixtieth (60th) day after the due date for the first installment of the tax that is subject to a Claim of Refund. Payment of all taxes due in accordance with the tax bill must be made prior to the delinquency date before filing for a Claim for Refund. Claims must contain the property owners' names and addresses, as well as any other person receiving a tax bill for the property.

The action must state the basis for the refund claim, the amount of the refund to which the owners believe they are entitled, and amounts paid.

Once the courts have determined the amount of refund, if any, the County Assessor and the County Treasurer will make the appropriate change to the tax records.

Claims for refunds are usually defended by the County Attorney with assistance from the Assessor's staff. Less than 3 refund claims have been filed in the past 3 years.

Goal: Successfully resolve all protests prior to October 1st (or before the tax roll is generated) or no later than the statutory deadline of 180 days after the protest is filed.

XII. Staffing and Professional Development

To accurately, efficiently, and professionally accomplish the mandated duties of the office, the Assessor must hire educated, experienced, and motivated individuals and provide continuous training and continuing education in the field of real and personal property appraisal. Having well-trained and professional individuals in other facets of the duties of the office are equally important and essential to our office. ** See "ASSESSOR'S ORGANIZATIONAL CHART" on Page 19**

Under Statute 4-39-2NMSA 1978, the issuance of certificates and incentive pay is authorized upon completion of a series of four one week-long courses taught by the professional organization called the International Association of Assessing Officers (IAAO). An Assessor, Deputy Assessor, or appraiser can earn the designation of "Certified Property Appraiser" and the certificate is issued by the New Mexico Property Tax Division. The Torrance County Assessor's office has four (4) full-time employees designated as New Mexico Certified Appraisers. The Chief Deputy Assessor also has the designation as New Mexico Certified Appraiser. One remaining non-state certified appraiser on the appraisal staff is currently certified as an Appraiser II and will be seeking her Appraiser III Certification in July 2024.

****See page 20 for "APPRAISER'S CERTIFICATION AND ADDITIONAL COMPENSATION TO APPRAISERS" ****

Appraisal certification ensures adequate knowledge of the principles of property appraisals, assessment techniques, and property tax laws. Certification also enhances an individual's (and the public's) confidence in the work being performed by the Assessor's office.

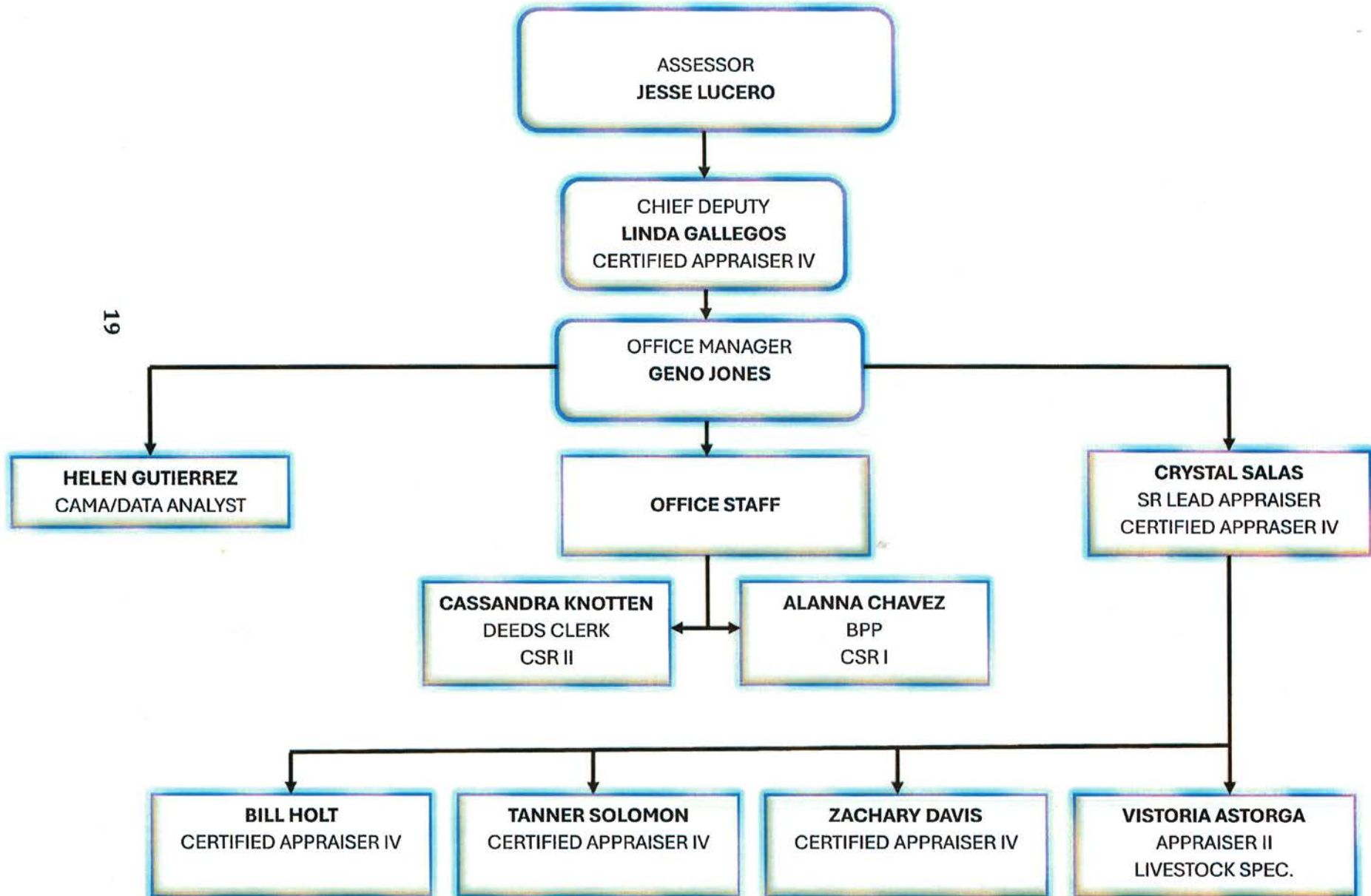
Additionally, the NM EDGE County College, in collaboration with the NM Assessors' Affiliate, has developed a certification curriculum specific to the County Assessors' office for a "NM Certified Public Assessment Officer" designation. Nationally recognized designations are available through our membership of the International Association of Assessing Officers. County Assessors and their staff should be very familiar with traditional appraisal methods, real estate markets, and local conditions. Other technical and professional skills needed are statistical skills for building and applying statistical models, management skills for recruiting, training, and directing staff, data processing skills for designing and maintaining computer programs, and public relation skills for dealing with the public and the media.

Our employees possess skills in mass appraisal and personal/real property appraisals. Our employees appraise and develop values for all property types within Torrance County and are able to defend those values at every level of appeal. Continuing training and education are a major resource for the success and performance of the office – and highly recommended and enforced.

The Assessor, Chief Deputy Assessor, Chief Appraiser, and the Appraisal staff are responsible for all valuation maintenance and reappraisal programs. The Assessor, Chief Deputy, and Chief Appraiser are responsible for implementing reappraisal, enforcing procedural and quality control standards, directing, training, and assigning duties to personnel and performing the other ongoing statutory administrative duties.

The County Assessor believes that education should be an ongoing program that strengthens the valuation program. The Protest Board and District Court gauge the level of professional expertise of an appraiser by the appraiser's credentials. Therefore, assessment personnel are expected and encouraged to attend the Property Tax Department's accepted appraisal courses and licensing and certification programs. This will benefit Torrance County by successfully defending valuation protests that ultimately impact the County's budgets.

TORRANCE COUNTY ASSESSOR'S OFFICE



**APPRAISER'S CERTIFICATION
AND
ADDITIONAL COMPENSATION TO APPRAISERS**

Crystal Garcia Salas	Certified Appraiser Designation	July 2018
Bill Holt	Certified Appraiser Designation	August 2013
Tanner Solomon	Certified Appraiser Designation	July 2023
Zachary Davis	Certified Appraiser Designation	Feb. 2024
Victoria Astorga	Appraiser II Designation	July 2023
Linda Gallegos	Certified Appraiser Designation	March 2016

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**ADDITIONAL COMPENSATION TO APPRAISERS  
(AKA INCENTIVE PAY)**

| <u>Statute 4-39-5</u>                 | <u>(1977)</u>     | <u>HB 348 (2015)</u> | <u>SB 324 (2023)</u> |
|---------------------------------------|-------------------|----------------------|----------------------|
| Appraiser 1 Cert                      | \$ 500/yr         | \$ 500/yr            | \$ 750/yr            |
| Appraiser 2 Cert                      | \$1,000/yr        | \$1,500/yr           | \$1,750/yr           |
| Appraiser 3 Cert                      | \$1,000/yr        | \$2,500/yr           | \$3,000/yr           |
| Appraiser 4 Cert                      | <u>\$1,000/yr</u> | <u>\$3,000/yr</u>    | <u>\$3,500/yr</u>    |
| Total Approved<br>Through Legislation | \$3,500/yr        | \$7,500/yr           | \$9,000/yr           |



### **III. Periodic Door-to-Door Re-Inspection Plan**

The second essential component of a proper valuation maintenance program is the requirement for periodic re-inspection of all properties in Torrance County. The NM Property Tax Division has directed Assessors to implement a four to six-year re-inspection cycle for this purpose, which is in conformance with a professional standard of the International Association of Assessing Officers. The main function of these inspections is to verify and update existing information and discover improvements to properties that are not currently on the tax roll.

### **XIV. Door-to-Door Re-Inspection Plan:**

The current County Assessor implemented a door-to-door reappraisal plan at the onset of his election into office beginning January 1, 2018, utilizing the in-house staff of appraisers. The plan involved reviewing and re-inspection both residential and non-residential accounts totaling approximately 32,000 +/-accounts in Torrance County; however due to issues with the conversion to a new software system in 2021, the appraisal staff and most of the other office staff had to divert their efforts to manually correcting thousands of accounts so that accurate valuations were in place by the time the tax schedule was sent over to the County Treasurer in October 2021, thus pushing the reappraisal back.

### **XV. Approach to the Re-Inspection Plan**

In addition to the physical field inspections, the Appraisal staff is using the high resolution, oblique, side-view imagery called Eagleview/Pictometry, implemented in 2018, on the municipalities in the county. This technology greatly reduces the need for actual physical site inspection on every parcel. Most properties can be adequately inspected from exterior conditions visible in the photos. Ideally, a flyover should take place every two years to obtain optimal current property information and improvements. Assessor Lucero plans to contract for new photos in the Fall of 2024 tax year, and every two years thereafter, or as economically feasible.

Another technology that the Assessor would like to incorporate is the introduction of oblique aerial and specialized software that visually compares two sequential acquisitions of oblique imagery for changes in existing building footprints or new building footprints. The tool is called "Change Finder" and is also provided by Eagleview/Pictometry. This tool makes it much easier for the appraisal staff to identify unreported, improved properties without field inspection. For properties that are not included in the photo project, or for hard to view properties, a field inspection will be required by appraisal staff.

## **XVI. Valuation Maintenance & Reappraisal Plan 2019-2025**

The re-inspection involves reviewing and re-inspecting both residential and non-residential accounts each year to achieve total coverage of the 32,000 +/- real property, commercial, and mobile home accounts in Torrance County. The following represents the reappraisal plan for the years 2019 – 2025:

### **Goal:**

1. Valuation and data maintenance \* of all taxable parcels on a yearly cycle –  
Real Property Accounts: 28,949 ~ Mobile Home Accounts: 3,105 ~  
(Residential, Non-residential, Commercial) ~Personal Property (including  
Business Personal Property Accounts: 859 ~ State Assessed Accounts: 143.
2. Door-to-door reinspection and/or oblique side view and ortho imagery  
verification of all taxable improved real property every 5 – 6 years and  
including vacant land and all agricultural classified properties to produce a  
true mass appraisal system and development of land values based on market  
sales data.
3. Years 3-6 would include the reassessment of residential and non-residential  
improved properties in each year to achieve total coverage of real property  
and mobile homes while adding net new values to the County's tax roll.
4. Stratification of markets based on current sales data and development of  
market value for properties within the County.
5. Continued development of workflow processes and procedures.
6. Collaboration with Eagleview/Pictometry and potential flyover in the Spring  
of 2023.
7. Move from dependence on the cost method of valuation to the sales market  
approach to valuation.

### **Results:**

**December 2019** – Pictometry was delivered to the Assessor's office (and GIS) which assisted the Appraisal department in door-to-door reviews. This software created time savings and resources, i.e. decrease in fuel usage and vehicle maintenance costs while providing accuracy in verifying square footage of residential improvements and addressing safety factors for the appraisal staff.

\*Valuation Maintenance = Maintaining current and correct values through the appraisal/reappraisal process.

\* Net New Valuation = Additional value of residential and non-residential property placed on the tax roll in the current year (aka "New Money")

- New Construction – Permits & Sales (2023 Permits = 242 / Sales = 984)



- Reappraisal – Discovery of improvements to properties
- Neb Businesses/Business Personal Property updates
- Livestock rendition/reporting

### **October 2023**

The Eagleview/Pictometry Flyover completed in the Spring of 2023 encompassed approximately 278,438 acres in the mountainous area of the West side of the County. This area of the County has not been revalued in many years. We divided the flyover area into three phases – Phase I consisting of approximately 74,400 acres and was scheduled to begin in October 2023. As of the date of this compilation, Phase I is 75% complete and will be 100% complete by the Summer of 2024.

Phase II reappraisal will then begin in the Fall of 2024 through Spring 2025 and Phase III will start in the Spring of 2025 through completion, which we anticipate being December 2025.

#### **Results of Phase I (2023 - 2024) Reappraisal:**

**Increase in Actual Valuation: \$12,080,765 ~ Taxable value = \$4,026,922**

**Decrease in Actual Valuation: \$42,750 ~ Taxable value = \$14,250**

#### **Results of 2023 Valuation Maintenance:**

**Increase in Actual Valuation: \$19,067,909 ~ Taxable value = \$6,355,969**

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Combined Valuation Increase: \$31,147,674 ~ Taxable value = \$10,382,891

Sample Reappraisal Plan Implementation for TY 2025-2028

Year 2016 (Compiled by Linda Gallegos while Assessor in Colfax County)

The reappraisal plan is to continue valuation assessment in the Southwest portion of the county, encompassing the 3-B and 3-Out tax districts. This area contains approximately 3,457 accounts for review. Details are as follows:

Work Area: Angel Fire and surrounding area

Start Date: July 2016

End Date: December 2016

Work Days: 88 (excludes holidays and estimated vacation and sick leave days)

Appraisal Staff: 4 total (1 Chief Appraiser, 3 Residential/Commercial Appraisers)

Property Count: 3,457 Total (*numbers are subject to change*)

1,248 Single Family Residential

2,007 Vacant Land Parcels

105 Manufactured Homes

97 Commercial

106 Other

Staffing Necessary to Complete the Project within the Allotted Time:

Per day ratio for residential/vacant properties:

$3,255/88=36.99$ per day overall, $36.99/4= 9.25$ per staff per day

Per day ratio for commercial and mobile home properties:

$202/88=2.30$ per day overall, $2.30/4= 0.55$ per staff per day

- While these numbers are low, they are attainable. They are intended to be low due to other factors affecting the project for this particular year.
- Many other tasks are required to be completed by the same staff assigned to completing this review during the same time period of the project, such as verification of sales affidavits, building permits, and account clean ups.
- There are changes in the CAMA system that warrants moving slower than we are capable of, for example configuring and using land models for land valuation, updating the improvement models for the first time in several years, or reclassifying vacant land as either residential vacant or non-residential vacant. If not slowly introduced and reviewed, these changes could erroneously affect property valuations on a larger scale.

- The project's area of review is one of the furthest away from the office and requires a few hours of travel time. While Pictometry should significantly help in the areas that were flown, there are areas not covered by Pictometry. Those areas not covered lie outside of the municipal boundaries. Distance and lack of aerial imagery influenced the rate at which data was reviewed. This area requires appraisal staff, on the ground, performing door-to-door re-inspection of those properties without an updated or recent aerial photo.

Year 2017

Reappraisal is scheduled to include properties in 3-I, 11-Out, and 24-Out. This encompasses approximately 2,903 accounts for review. Details are as follows:

Work Area: Cimarron, Raton, Springer

Start Date: July 2017

End Date: December 2017

Work Days: 88 (excludes holidays and estimated vacation and sick leave days)

Appraisal Staff: 4 Total (1 Chief Appraiser, 3 Residential/Commercial Appraisers)

Property Count: 2,903 Total (*numbers are subject to change*)

678 Single Family Residential

1364 Vacant Land Parcels

136 Manufactured Homes

74 Commercial

158 Other

NOTE:

All changes made to a property, along with any data gathered from the field inspections, will be entered on the property account at the time of the review. Any changes which result in a change to the valuation will be reflected in the Notice of Value for the following year.

ADDENDUM

PROPERTY VALUATION FUND (aka 1% Fund or 1% Administrative Revenue)

Section 7-38-38-1 NMSA 1978 provides for the following:

"Expenditures from the County Property Valuation fund shall be made pursuant to a property valuation program presented by the County Assessor and approved by the County Commission Board."

Full time employee salaries are not permitted out of the County Property Valuation Fund: *however*, full time employees that work in the Assessor's office and do work pertaining to a property valuation program may have their salaries prorated between the General Fund and the Property Valuation Fund. The County Assessor should determine what percentage of salaries to prorate.

Part-time employees hired for the purpose of assisting the property valuation program are permitted salaries of the PV Fund.

Overtime expenses associated with conducting a property valuation program are permitted.

Capital outlay purchases related to the sole purpose of conducting a reappraisal program are permitted expenditures, i.e., vehicles, computer hardware, software, printers, and copiers.

Travel expenditures associated with reappraisal, i.e., training, workshop, conferences, are permitted.

Any debt service incurred from conducting a property valuation program is permitted, i.e., the issuance of revenue bonds, loans with the NM Finance Authority.

Example: If revenue bonds are issued for the sole purpose of reappraisal, then the principal and interest payments for these revenue bonds should be expended from the PV Fund. However, if revenue bonds are issued for various county projects, then the principal and interest payment should be prorated between the appropriate funds. Then PV Fund should not absorb the cost not associated with reappraisal.

The PV Fund is a restricted fund; therefore, transfers out of the fund are not permitted. *However*, if expenditures were made from another fund on behalf of the PV Fund, then a transfer may be made in order to reimburse the other fund.

Balances remaining at the end of the fiscal year in the PV Fund, transform into the beginning balance in that fund. **Balances may not be transferred** from the PV Fund to another fund.

Maintenance and repair expenses associated with **equipment** belonging to the PV Fund and/or equipment used for the reappraisal program **is permitted**.

Eligible Uses of the Property Valuation Fund

Payment of the incentive pay is an eligible Property Valuation Fund expense:

- Expenditure requirements/restrictions of PTD's property valuation fund, Statute 7-35-3B NMSA 1978

While money in the PV fund is taxpayer's money, it is not all County money:

- The money comes from other taxing entities, not just the County.
- Its purpose is to benefit all those taxing entities by ensuring fair, impartial, and correct valuations of property.

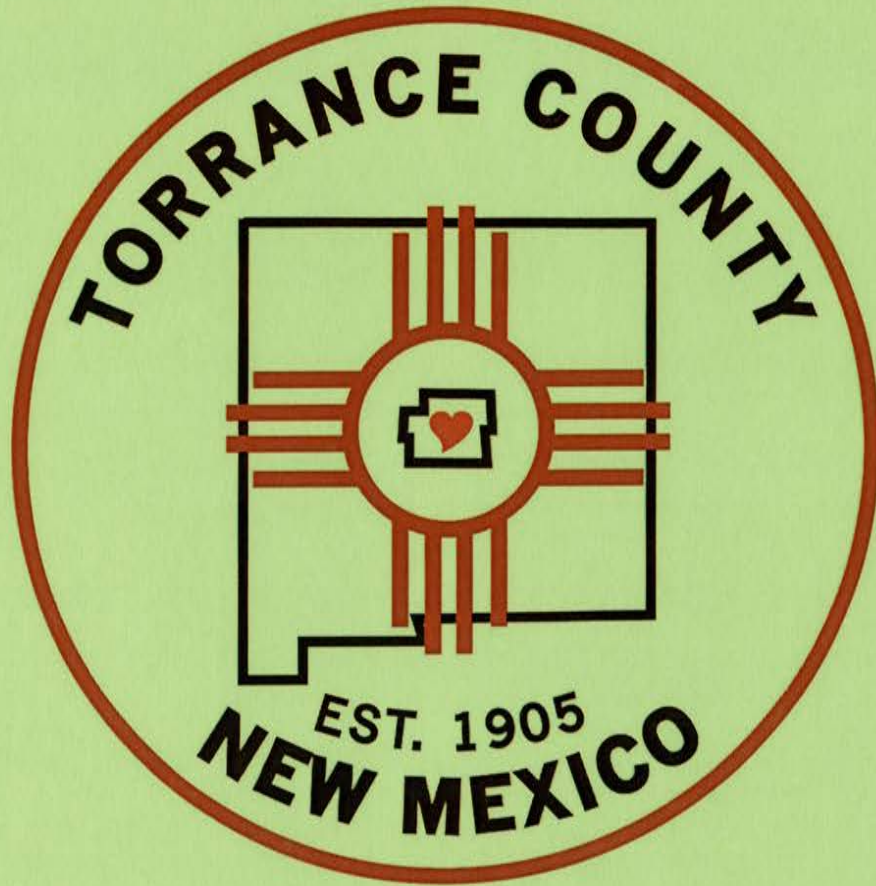
Proper training, certification, and continuing education to maintain certification of assessing staff is essential to assure that staff have the knowledge and skills necessary for properly valuing property:

- In addition to property valuing property, expertise and certification is critical to defending valuations before a Property Valuation Protest Board.
- The training helps staff prepare for informal and Formal Protest hearings.
- In most cases, the training prepares the staff to explain valuations and the valuation process to taxpayers during informal hearings so that protests do not need to rise to Protest Board or District Court level.
- Job descriptions not only include obtaining the certifications, but also require continuing education to maintain appraisal expertise.

Adequate training and certification benefit all taxing entities, not only the County:

- The significance of encouraging the acquisition and maintenance appraisal expertise accrues to everyone – taxing entities and taxpayers:
- Assures the taxpayer of fair, equitable, and correct valuations.
- Assures taxpayers that everyone pays taxes fairly and correctly.
- Avoids unfairly shifting the tax burden to other taxpayers when a property is incorrectly undervalued or overvalued.

The 2015 NM Legislature (and Governor) took the need for proper training and certification so seriously that it more than doubled the incentive pay enacted by Statute 4-44-5 NMSA 1978. In 2023, the NM Legislative body also approved another 17% increase to the cumulative increments for certification.



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 12-E



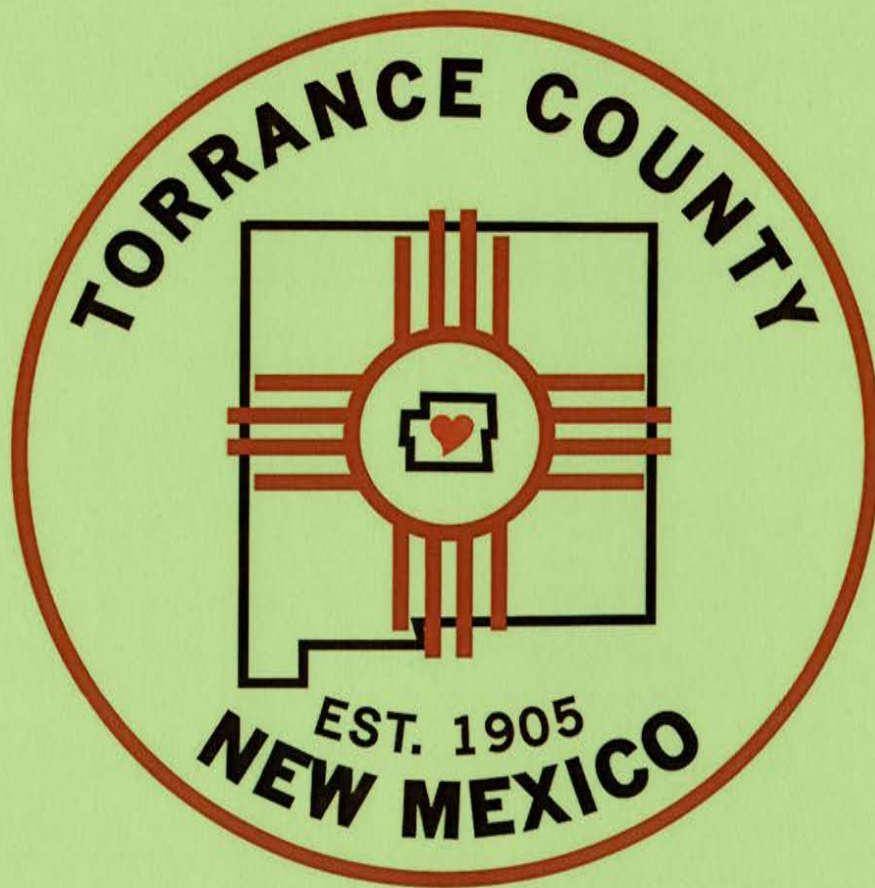
**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 13-A



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 13-B



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 13-C



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item

No. 13-D



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 14



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 15



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 16



**TORRANCE COUNTY
COMMISSION MEETING**

Agenda Item
No. 17