TORRANCE COUNTY
COMMISSION MEETING
June 10, 2026
9:00 A.M.

For Public View
Do Not Remove



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 A

Gilbert Sanchez
P.O. Box 1033
Estancia, NM 87016

May 7, 2026

Don Goen

Torrance County Planning & Zoning Director
205 S. Ninth Street
Estancia, NM 87016

Subject: Planning & Zoning Board Vacancy

Mr. Goen, I am submitting my letter requesting consideration to serve a second 3-year term on the Torrance County Planning & Zoning Board. I believe I have served effectively as a board member giving the citizens of Torrance County a strong voice ensuring requests to the Planning & Zoning Department were dutifully addressed with all due diligence in accordance with existing County policy.

During my time serving on the Board I have attended all scheduled meetings ensuring a full quorum of members were on hand to deal with the various topics brought before the Board. I take a nonpartisan approach to all submissions ensuring requests made to the Board are in line with established County policy. Please consider this request on my behalf to continue serving on the Planning & Zoning Board for a second term.

Sincerely,

Gilbert Sanchez

PLANNING AND ZONING BOARD MEMBERS STAGGERED TERM CHART

FISCAL YEAR

Board Member	District	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Gilbert RW Sanchez	3	1st Year 1st Term	2nd Year 1st Term	3rd Year 1st Term	Eligible for Reappointment			Term Out
Christina Estrada	3	3rd Year 1st Term	Eligible for Reappointment			Term Out		
Jess Segura	1			1st year 1st term	2nd year 1st term	3rd year 1st term	Eligible for reappointment	
Vacant								
Art DuCharme	2	1st Year 2nd Term	2nd Year 2nd Term	3rd Year 2nd Term	Term Out			

Served as Board Member

Eligible for Second Term

Not a Board Member

Finish Other's Term

General Notes

August 2009 (FY 09-10) County commission sets a stagger in terms to offset Board Vacancies

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September 2012 (FY 12-13) Board Meetings moved from first Tuesday to First Wednesday



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 4 B

Dr. Philip B. Terry-Smith
53 Chavez Rd
Moriarty, NM 87035

Voice (301) 254-0914

E-mail: drphilipterry.smith@gmail.com

5 May 2026

Dear Members of the Torrance County Commission,

I am writing to express my sincere interest in serving on the Torrance County Planning and Zoning Board. As a committed member of the community, I value thoughtful growth, responsible land use, and the preservation of the unique character that defines Torrance County.

I bring with me a strong interest in community development, regulatory processes, and long-term planning strategies that balance economic opportunity with environmental stewardship. I am particularly interested in contributing to efforts that ensure transparent decision-making, equitable development, and meaningful public engagement.

I believe effective planning requires collaboration, careful analysis, and a willingness to consider diverse perspectives. I am prepared to dedicate the time and effort necessary to review proposals, participate in meetings, and support policies that align with the County's goals and the needs of its residents.

It would be an honor to contribute my perspective and skills to the Planning and Zoning Board. Thank you for your consideration, and I welcome the opportunity to further discuss how I can support the important work of the Board.

Sincerely,

Dr. Philip Terry-Smith



Dr. Philip B. Terry-Smith
53 Chavez Rd
Moriarty, NM 87035

Voice (301) 254-0914 E-mail: drphilipterry.smith@gmail.com

Education:

1981 Graduate: Meade Sr. High School, Ft. Meade, MD.

1989 Master of Human Services: Lincoln University, PA.

1992 Doctor of Philosophy: Walden University, FL/MN.

2008- 2010 Executive Law (non-bar courses) – Taft Law School

2012 Doctor of Sacred Theology: Interfaith Seminary, Cooper, TX.

2014 Postgraduate Certificate in Social and Voluntary Sector Leadership: Thunderbird School of Global Management, Glendale, AZ.

2020 Executive Legal Certification: Vanderbilt University Law School

Experience Highlights:

Budget development and management ($500K – $5 million)

Community development, mobilization and organizing

Continuity of operations planning and consultation

Counseling, coaching, clinical supervision and mentoring

Critical incident, disaster preparedness, planning, implementation, disaster and emergency management

Event planning and management

Fundraising and donor relations

Needs assessment design, implementation and evaluation

Organizational consulting, program evaluation and review

Program development, implementation and evaluation

Public and media relations

Staff and volunteer management and development

Teaching and advising; high school, undergraduate, graduate students and professional development

Experience Specifics:
Teaching, Advising and Academic Leadership

Fall 1992-2002	Adjunct Professor; Anne Arundel Community College: Sociology
Fall 2013- 2021	Associate Professor Sociology (tenured); Anne Arundel Community College
Fall 2016-2018	Department Chair; Anne Arundel Community College - Social Sciences and Philosophy [African American Studies, American Studies, Anthropology, Futures, Geography, History, Philosophy, Political Science, and Sociology]
Summer 2018-2021	Assistant Dean for Social Sciences, Philosophy, and Interdisciplinary Studies School of Liberal Arts, Anne Arundel County Community College
Fall 1992- 2003 Fall 2009- 2013	Adjunct Assistant Professor; Lincoln University Master of Human Services Program: Preceptor, Field Integration Seminar Faculty, Sociology, Ethics, and Psychology Faculty; Discipline Lead Systems/Sociology; Visiting Assistant Professor: Co-Developer Master of Science in Counseling
Summer 2011-2013	Faculty; Capella University (Doctorate) School of Public Service Leadership Homeland Security, Emergency Management, Fire Services, and Leadership
Summer 2013-2017	Part Time Faculty; Towson University (Masters), Integrated Homeland Security.
Fall 1999- 2016	Lecturer/Instructor; Catholic Charities/Catholic Univ. Professional Counselor Education Program. Counseling Psychology, Washington, DC

Executive Management

5/ 92- Present	Private Practice; Executive Coach, Counselor & Organizational Consultant
8/06- 5/08	Senior Director of Emergency and International Services; Military Liaison , Joint Task Force National Capital Region/Military District of Washington; American Red Cross of the National Capital Area, National Capital Region
12/02- 8/06	Executive Director/Community Development Officer; American Red Cross of the National Capital Area, District of Columbia Office, Washington, D.C.

Consulting

7/95 – 9/02	Ryan White Title I- IV Primary Care Effectiveness Review Consultant; U.S. Department of Health and Human Services, Public Health Services, Health Resources & Services Administration, Bethesda, MD.
10/98- 2003	Organizational Consultant; Training Resources Network
01/02-09/02	Consultant- Advisor- Trainer: Project DC. FEMA funded disaster impact mental health counseling program

Holds security clearance (2007, 2015, renewed 2019)

Professional Appointments: (past and present)

Anne Arundel County Public Schools, Theatre Arts Curriculum Committee
Maryland Governor's Youth Advisory Sub committee
Leadership Greater Washington class of 2006
Mayor's Bioterrorism Preparedness and Response Program Advisory Committee, District of Columbia
Mayor's Citizen Corp Council, District of Columbia
Survivor's Fund Distribution Committee (Sept 11th Survivor's fund)
Washington Metro HIV Planning Council

Professional Affiliations: (past and present)

American Counselors Association
Eastern Sociological Society
Gay & Lesbian Leadership Institute Candidate Training [training completed 2006]
International Association of Trauma Professionals
Leadership Greater Washington (class of 2006)
Maryland Association for Resources for Families and Youth
Maryland State Guard Association/ State Guard Association of the United States
National Black Justice Coalition
National Forum for Black Public Administrators
Pi Gamma Mu, International Honor Society in Social Sciences, Pennsylvania Alpha Lambda Graduate Chapter (founding faculty member 1995)
Society for Personality and Social Psychology
Social Psychology Network

Professional Licensure/Certifications: (past and present)

Certified Autism Spectrum Disorder Clinical Specialist
Certified Compassion Fatigue Professional
Certified Clinical Trauma Professional
Certified Religious Trauma Specialist
Chaplain, Ordained non-denominational interfaith chaplain
Clinically Certified Alcoholism/Drug Addiction Counselor (advanced level II)
Expert Field Medic (US Army Reserve)
Maryland Licensed Certified Professional Counselor (Supervisor)
New Mexico Licensed Professional Clinical Mental Health Counselor (Supervisor)
Professional Continuity Practitioner- Emergency Management
Master Military Emergency Management Specialist -Trainer
National Certified Hypnotherapist

Military and Community Service (past and present)

Board of Trustees- Executive Board- Secretary- Scholarships for Scholars, Anne Arundel County, MD
Board of Directors: Atlas Performing Arts Center, Washington, DC.
Board of Directors, Vice Chairman: APAC Manager, Washington, DC.
Board of Trustees, National Association of People With AIDS
Volunteer: Emergency Response Partners, Torrance County, NM
Volunteer: Disaster and Special Event response management, American Red Cross: Washington, DC
Volunteer: Brother Help Thyself, Washington, DC.
Volunteer: National Black Justice Coalition, Washington, DC.
Trustee/Sr. Clergy: Foxwood Temple, Laurel MD.
US Army Reserve, 2290th US Army Hospital (Medical Specialist)
Local Emergency Planning Council, Chairman, Torrance County, NM
Maryland Defense Force, Maryland Military Department (Commissioned Officer); Colonel
Assistant Chief of Staff for Planning, Policy, and Training
Assistant Chief of Staff- Personnel and Administration
Executive Officer, 10th Medical Regiment
Commander Pioneer Detachment

Sr Member, Civil Air Patrol

New Mexico State Defense Force, New Mexico Department of Military Affairs (Commissioned Officer); Colonel

Deputy Chief of Staff- Personnel and Administration

Awards

Eagle Scout, Boy Scouts of America, 1980
Award of Excellence, Girl Scouts of America, 1980
Congressional Award, 1980
Award of Merit, Military Order of the World Wars, 1981
Army Commendation Medal, 1981
Outstanding Young Men of America, 1989
Trailblazer, 2007
Maryland Meritorious Service Medal, 2017, 2019
Maryland Commendation Medal, 2016, 2020
Maryland State Service Medal, 2015, 2020
Maryland Distinguished Service Cross for Service, 2025

Courses & Curricula Developed and/or Taught

Graduate (Post-Doctoral, Doctoral and Masters)

Accounting and Finance in Public Safety Leadership
Clinical Assessment
Crisis and Trauma
Death, Dying and Loss
Diversity in Public Safety
Dissertation Prep
Ethics for Human Service Professionals and Counselors
Global Issues in Disaster Management
Grant Development and Writing
Group Dynamics
Introduction to Applied Sociology and General Systems Theory
Leadership for Public Safety Management (Quality Matters ™ Certified)
Managing Training and Performance Improvement
Master of Public Service
Master of Public Administration
Master of Science in Counseling
Mental Health Emergency Preparedness and Response
Multicultural counseling
Needs Assessment Foundations (Quality Matters ™ Certified)
Needs Assessment Models and Procedures
Organizational Theory and Practice
Psychopathology
Public Safety Incident Command Paradigms
Social Deviance, Relevant Social Policy
Social Pathology
Sociological Interventions
Strategic and Tactical Planning, Homeland Security
Theories of Executive Human Resource Management
Theory and Practice Integration (Human Services research and applied change methodology): Field Seminar I - V

Undergraduate

Criminology
Deviance
Introduction to Sociology

	Introduction to Psychology Juvenile Delinquency Social Problems Social Research Methods Substance Abuse in America Physiology of Chemical Dependence
Certificate	Counseling Interventions Clergy and Chaplain Training for Non-Denominational Practitioners Cultural Competency Emergency Management and Homeland Security Curriculum Ethics for Professionals Family Dynamics Function in Dysfunction; Chaos, trauma and survival for practitioners Group Dynamics Human Development Pharmacokinetics Substance Abuse Interventions

Research, Presentations & Publications

5/89	Juvenile Delinquent Substance Abuse, A Model for Intervention: Master's Thesis (Constructive Action Project)
11/91	A Study of Valid Predictive Variables for Identifying Potential Recidivists in a Population of 7 to 14-year-old Black Male Juvenile Offenders: Dissertation
12/91	The Human Development Experience: Self-published course text
5/92	Issues and Interventions: Sexual Minority Youth; Conference Presentation, INOVA Health Systems, Meeting the Needs of Diverse Populations Conference.
5/92	Empowerment & Communications Skill Building for Adolescents; Conference Presentation, INOVA Health Systems, Meeting the Needs of Diverse Populations Conference
3/93	Holistic Healing & HIV/Substance Abuse, INOVA Health Systems Professional Training Series, Virginia Dept. of Health
5/93	Training for Clergy; a curriculum guide and work book: Self-published course text
5/93	Understanding Aggressive Youth & Implications for HIV Prevention, INOVA Health Systems, Meeting the Needs of Diverse Populations Conference
11/93	Non-traditional Techniques and the Substance Abuse Continuum Paradigm, MACH conference presentation
6/94	Foster Parent Training Assessment: Assessment instrument, evaluation

	protocol and training manual; The Martin Pollack Project Regional Foster Care Network
7/94	Issues of Substance Abuse, Mental Health and Violence amongst youth; Conference Presentation School Health Professionals Conference.
7/94	Aggressive Youth: Conference Presentation School Health Professionals Conference.
10/94	"Isms" & Aggressiveness; Conference Presentation, International Youth-care workers conference
5/95	HIV Prevention Strategies for Youth, INOVA Health Systems, Meeting the Needs of Diverse Populations Conference
1/96	Human Systems and Human Relationships: Compilation course workbook, in cooperation with Prof. S. Patrick and Dr. T. Snowden
10/01	Guidelines for Mental Health Providers and Clergy assisting mass funeral/memorials- Operational Procedures
10/01	Long Term Community/Worker Mental Health Needs in critical incidents (Presentation)
11/01	Mental Health Care for Rescue workers in a respite setting (Presentation)
11/01	Mental Health Care in mass fatality incidents (Presentation)
12/02 & 09/03	Community Mental Health response to Sniper incidents (Presentation and Summary report)
10/04	The Human Development Experience: Revised self-published course text (electronic text)
11/05	Training for Clergy; a curriculum guide and work book: Revised self-published course text (electronic text)
1/06 & 5/06	Recovery and long-term needs following catastrophic disasters (Presentation)
6/06	"Are we prepared" article on disaster preparedness for GLBTQ community for NYANSAPO magazine, National Black Justice Coalition
3/07	Continuity of Operations manual and implementation plan American Red Cross of the National Capital Area
12/07	Response manual and operational standards, an operational manual for American Red Cross of the National Capital Area Regional Disaster Response Coordination Center
1/08	Volunteer Responders pocket resource guide

5/08	Function in Dysfunction, seminar on family systems
8/08	"What motivates" self-directed online course for spiritual improvement
2/09	Personnel policy and Procedures for small non-profits
7/09	Financial Policy and Procedures for small non-profits
8/09	Clinical Policy and Procedures for a Harm Reduction Program
9/09	Multi-surface design for organizational improvement- conference presentation
10/09	Competency Based Harm Reduction- curriculum and presentation
2/10	From Syringe Exchange to Harm Reduction a model for organizational growth
5/10	Reaching marginalized populations a model for outreach- conference presentation.
6/10	Syringe Exchange as a treatment intervention – conference presentation
9/10	Harm reduction in the District of Columbia- international panel presentation and presentation to congressional representatives.
10/10	Harm Reduction a vital link the health and mental health care networks- Presentation
10/10	Health disparities and substance abuse- presentation/lecture
6/11	Training for Clergy; a curriculum guide and workbook: Revised self-published course text (electronic text)
10/11	Human development and diversity for Court Services and Offender Supervision- Presentation and course material
1/12	Human development; A social life cycle perspective (book revision)
2/12	HIV and AIDS in DC. Implications for court and justice supervision
5/12	Correlations and Similarities of Faith and Belief- Dissertation
6/12	The Ties That Bind: A Wiccan Primer for Religious Pluralism (published book)
7/13	Meditation and Mindfulness- presentation
10/13	Intersectionality- Social theory and emergency preparedness- presentation
10/14	Contemporary issues in GLBTQ community- Panel facilitator and moderator

5/15 & 7/15	Implications of disaster resilience for assisted living and nursing facilities (focus on gerontology) - presentation and facilitated tabletop exercise
10/15	Development of initial entry training curriculum and program of study- 19 course matriculated program for State Defense Forces
10/15	Community Activist and call to action- GLBTQ panel discussion- facilitator
01/16	Year of Social Justice- Social Justice Learning Community- panel presentation- AFACCT
4/17	Open Stax content contributor- Social Sciences Open Education Resources design contributor
05/17	Maryland Open-Source Textbook (MOST) initiative grant recipient, co-authored grant
12/18	Love without Boundaries- panelist for presentation to Russian Exchange participants
10/19	Put Down the Shovel- Interview Podcast
04/20	A Playbook for Resiliency- Interview Podcast
06/20	Men's Health: Where's Your Head At? – Panel presentation Prestige Community Health
12/20	Emergency Responsiveness: Behavioral Health In the New Normal- Interview Podcast
06/21	Embracing and Anchoring Change: Seize your Moment!: Marcy Creek Publishing
07/21	Workbook, Embracing and Anchoring Change: Marcy Creek Publishing
02/22	Creating the Life You Desire: Marcy Creek Publishing
01/25	Inevitable Imposter: Marcey Creek Publishing
04/24 & 4/25	Redefining success- Presentation- Annual Social Services Conference Albuquerque, NM & New Mexico Counselors Association Conference
04/25	Overcoming Obstacles- Presentation- Annual Social Services Conference- Albuquerque, NM
10/25	Building Personal and Community Resilience- Presentation- SGL Community conference New York, New York
3/26	Compassion Fatigue Presentation- Annual Social Services Conference

3/26	Choose You- Presentation- Annual Social Services Conference, Albuquerque, NM

Professional Training, Diplomas, Certificates and Courses Completed

2013	Diploma, Legal Studies: Alison Advanced Learning Institute, Galway, Ireland
2013	Diploma, Workplace Safety and Health: Alison Advanced Learning Institute, Galway, Ireland
2020	Professional Certificate in Inclusive Leadership: Catalyst
2020	Professional Certificate, Leaders of Learning: HarvardX

Emergency Management, Homeland Security, and Military Courses or Certifications Completed

Trainer for:

Citizen Emergency Response Team Trainer (C.E.R.T.)
Modular Emergency Radiologic Response Trainer (M.E.R.R.T)
American Red Cross Disaster and Health and Safety Administrator
American Red Cross Disaster Services Trainer
American Health and Safety Institute-Master Trainer- Level 7 instructor

Completed Courses:

FEMA	EMI Professional Development Series Certificate of Achievement
FEMA 5a	An Intro to Hazardous Materials
FEMA 10.a	Animals in Disaster
FEMA 15b	Special Events Contingency Planning for Public Safety
FEMA 20.13	Diversity Awareness
FEMA 21.13	Civil Rights and FEDMA Disaster Assistance
FEMA 26	Guide to Points of Distribution
FEMA 29	Public Information Officer Awareness
FEMA 33.13	Initial Ethics Orientation
FEMA 42	Social Media in Emergency Management
FEMA 75	Military Resources in Emergency Management
FEMA 100b	Introduction to ICS
FEMA 101b	Deployment Basics
FEMA 102b	Deployment Basics for FEMA Response Partners
FEMA 102C	Preparing for Federal Disaster Operations: FEMA Response Partners
FEMA 120	An introduction to Exercises
FEMA 139	Exercise Design
FEMA G191	ICS/EOC Interface
FEMA 195	Basic Incident Command System
FEMA 200.b	ICS for Single Resource Initial Action Incident
FEMA 230.b	Fundamentals of Emergency Management
FEMA 235.b	Emergency Planning

FEMA 240.a	Leadership and Influence
FEMA 241.a	Decision Making and Problem Solving
FEMA 242.a	Effective Communication
FEMA 244.a	Developing and Managing Volunteers
FEMA 248	Integrated Public Alert and Warning System
FEMA 288	Role of Voluntary Agencies in Emergency Management
FEMA G288	Local Volunteer and Donations Management
FEMA 300	Intermediate Incident Command System for Expanding Incidents
FEMA 360	Preparing for Mass Casualty Incidents: Schools, Higher Ed and Houses of Worship
FEMA 362.a	Multi-Hazard Emergency Planning for Schools
FEMA G366	Planning for the Needs of Children in Disaster
FEMA 400	Advance ICS Command and General Staff-Complex Incidents
FEMA 520	Continuity of Operations Planning-Pandemic Influenza
FEMA 522	Exercising Continuity Planning for Pandemics
FEMA 524	Continuity of Operations Planner's Workshop
FEMA 545	Reconstitution Planning Course
FEMA 546.a	Continuity Operations Awareness Course
FEMA 547.a	Intro to Continuity of Operations
FEMA G548	Continuity Program Manager
FEMA 557	Rapid Needs Assessment
FEMA 660	Public Private Partnerships
FEMA 700	National Incident Management System (NIMS) Introduction
FEMA 701.a	NIMS Multi-Agency Coordination System (MACS)
FEMA 702.a	NIMS Public Information Systems
FEMA 703.a	NIMS Resource Management
FEMA 704	NIMS Communication and Information Management
FEMA 706	NIMS Intra-State Mutual Aid
FEMA 775	EOC Management and Operations
FEMA 800.b	National Response Framework
FEMA 820	Introduction to NRF Support Annexes
FEMA 907	Active Shooter: What can you do
FEMA 923	Performance Management-Goal Writing
FEMA	Homeland Security Exercise and Evaluation Program Course
TEEX AWR160	Terrorism Awareness for Emergency First Responders
TEEX AWR167	Sports Event Risk Management
TEEX	Medical Preparedness and Response to Bombing Incidents
NMTEMRTC	Incident Response to Terrorist Bombings Performance Level Training
Capella Univ	New Technology for Emergency Management
PFA Online	Psychological First Aid
MSU	Blood borne Pathogens
ARC	Performance Management Training
ARC3079-3	Weapons of Mass Destruction & Terrorism Leadership Course
ARC3079-4	Critical Response Team Course
ARC	Officer Development Training
ARC	Disaster Mental Health Supervision
NDLSF	Core Disaster Life Support
NDLSF	SALT Mass Casualty Triage Training
NDSLF	Basic Disaster Life Support
NDLSF	Advanced Disaster Life Support
DOD	Joint Reception, Staging, Onward Movement and Integration Course
DOD	Joint Domestic Operations Course

DOD Joint Staff Training

Eddie L O'Brien Jr
15 Windswept Dr #3801
Moriarty NM 87035
505-610-4342
eddieobrien25@gmail.com
May 12, 2026

Torrance County Commission
Torrance County Planning and Zoning Board
205 S. Ninth Street
Estancia, NM 87016

Subject: Letter of Interest for Planning and Zoning Board Appointment

Dear Torrance County Commissioners,

I am writing to express my interest in serving on the Torrance County Planning and Zoning Board as a representative for District One. As a lifelong resident of Torrance County and a resident of District One, I care deeply about the future growth, development, and responsible planning of our county and would be honored to serve my community in this capacity.

I have been employed with EMW Gas for the past 20 years and currently serve as the General Manager. Through my years of service, I have gained valuable experience working with infrastructure, community needs, public service, and long-term planning throughout Torrance County and the surrounding areas. I understand the importance of balancing growth while preserving the values and character of our local communities.

I believe strong planning and zoning practices are important to maintaining the character of our communities while also supporting economic growth and property rights. I am committed to listening to residents, reviewing matters fairly, and helping make decisions that benefit Torrance County both now and in the future.

I would appreciate the opportunity to serve and contribute my time, experience, and dedication to the Planning and Zoning Board. Thank you for your consideration, and I look forward to the opportunity to discuss my interest further.

Sincerely,
Eddie O'Brien 505-610-4342.
Eddie O'Brien Jr

DIST 1

Torrance County
Planning & Zoning
P.O. Box 48, Estancia, NM, 87016

May 26, 2026

RE: LETTER OF INTEREST FOR PLANNING AND ZONING BOARD

With this letter I am indicating my interest in filling one of the available positions on the Torrance county Planning and Zoning Board. I am a resident of Zone 1, residing at 168 V-Hill Rd, Edgewood, NM 87015. I am not currently serving on a board or commission in Torrance County, and I am not currently employed by Torrance County.

I am 73 years old and I am currently a retired research scientist and inventor, with over 100 US patents and over one thousand global patents in various countries. I have a Ph. D. in Inorganic Chemistry from The Ohio State University and a Doctor of Letters from Texas A&M University. I am a member of the United States National Academy of Engineering. The National Academy was founded by Abraham Lincoln, and we serve as technical advisors to the US President and Congress.

I worked as a research and development scientist for Dow Chemical for over 35 years, retiring as a Distinguished Fellow, the highest technical level at Dow. As a distinguished fellow, I was responsible for maintaining the highest quality of Dow research globally and I provided direction for all of the research projects in the company. I believe that my background and experience make me qualified to provide advice and guidance to protect, maintain, and develop an attractive, safe, and healthy environment for Torrance County and to address property development and land use activities occurring in the county.

Sincerely,

Dr. James C. Stevens, Ph. D., D. Litt.
168 V-Hill Rd, Edgewood, NM 87015
(979) 236-1087
DrJimby@gmail.com



PLANNING AND ZONING BOARD MEMBERS STAGGERED TERM CHART

FISCAL YEAR

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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 5



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 6 A

DRAFT
Torrance County Board of Commissioners
Regular Commission Meeting
May 27, 2026
9:00AM

Commissioners Present:

RYAN SCHWEBACH – COUNTY CHAIRMAN
KEVIN MCCALL- COUNTY COMMISSIONER
LINDA JARAMILLO – COUNTY VICE-CHAIR

Others Present:

JORDAN BARELA-COUNTY MANAGER
MICHELLE JONES-DEPUTY COUNTY MANAGER
MICHAEL GARCIA- COUNTY ATTORNEY
SYLVIA CHAVEZ-COUNTY CLERK
MACKENZIE CARLSON- ADMINASTRATIVE ASSISTANT
DON GOEN – PLANNING & ZONING DIRECTOR

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1. CALL TO ORDER

Chairman Schwebach Calls meeting to order at 9:05AM

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2. PLEDGE OF ALLEGIANCE AND INNVOCATION

- Pledge led by **Chairman Schwebach**
- Invocation led by **Commissioner Jaramillo**

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3. CHANGES TO THE AGENDA

- **County Manager Jordan Barela - Deferral of Item 8c** (Request Approval of a Professional Services Agreement Between Torrance County and Rio Grande Medical Direction, LLC to Provide Medical Director Services for the Torrance County Finance Department.) due to expected contract adjustments related to needs of other departments.
- Moving **Discussion Item 9a** earlier in the agenda, specifically before item 6A

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4. PUBLIC COMMENT (Comment limited to TWO Minutes)

Don Goen- Planning and Zoning Director

- Provides update on letters of interest for vacant board positions:
  - District 1: 2 letters received; both "very viable candidates."
  - District 2: 0 letters received.
  - District 3: Gilbert Sanchez has requested reappointment.

- Notes:
    - Ideal balance for a 5-member / 3-district board is 2–2–1.
    - Historically has been 3–0–2 for about a year at times due to staggered terms.
    - Deadline for letters of interest is end of business today.

Luke Fields – Torrance County Animal Services

- Introduces "Romeo", a dog available for adoption:
    - Described as "our most eligible bachelor", abandoned in a foreclosure.
    - House-trained; refuses to go in kennels and must be let out as soon as staff arrives.
    - "One of the best, goodest doggies."
- Promotes Martingale-style collars:
    - Describes design: quick-release clip and a 2–2.5-inch cinch that tightens just enough to prevent slipping over the head but doesn't choke.
    - Recommends them for safety and escape prevention.
    - Notes some manufacturers donate a collar to shelters for each one purchased.

Tracey Master – Torrance County Domestic Violence Program Assistant

- Provides administrative update only (does not have full client data):
    - Notes Ms. Medina is "extremely busy" assisting survivors with orders of protection, hearings, and direct services.
- Contract / payment issues:
    - Tracey appeared before the Commission at the April 22 meeting:
        - Requested to liquidate her contract and transfer remaining funds to Ms. Medina's contract. So, Medina could be paid for more of the hours she works and reduce donated hours.
    - States:
        - She signed the contract amendment on April 22, believes the Chair did as well, but has not received a fully executed copy.
        - Ms. Medina's contract was fully executed a couple of weeks ago.
    - Payment delays:
        - Tracey had not received March payment by April 22.
        - Payment later arrived; check dated April 15, 2026, implying it was held for about a week.
        - States that in 7 months of the contract, she and Ms. Medina have been paid on time only once.
    - Ms. Medina's donated labor:
        - Reports that Ms. Medina has donated 335 hours to Torrance County.

        - After funds were moved from Tracey's contract to Medina's, Tracey advised Medina to submit an edited April invoice to capture additional hours.
        - Medina was told "once payroll is closed, it's closed", despite them being contractors, not payroll employees.
        - Raises concern that GRT amount on Medina's April invoice was not paid, and because "payroll was closed," they are uncertain if that tax reimbursement will ever be paid.
- Operational constraints:
    - A four-month delay in securing ink cartridges via purchase order:
        - Prevented completion of an extra project Tracey wanted to finish before fiscal year-end.
    - States license plate on the domestic violence vehicle was stolen ~6 months ago and has still not been replaced, rendering the vehicle unusable for transporting survivors.
- Stands for questions; Commissioners ask brief clarifying questions, but no immediate action is taken.

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5. DEPARTMENT UPDATES:

a. ANIMAL SERVICES UPDATE

Danette Langdon – Torrance County Animal Service Director

- Call volume and caseload:
    - 448 calls from Jan 1 to current, slightly less than last year, but:
        - Cases are "significantly more complex", including:
            - Multiple hoarding cases of 20+ animals, requiring staged intake due to limited space.
            - A Chihuahua case with 26 dogs (17 ultimately handled) due to an owner in and out of the hospital.
            - Currently 24–30 puppies waiting to come in, but no space until adult dogs are adopted.
    - 365 animals handled so far this year, down slightly from last year.
- Positive trends:
    - Fewer owner-surrender and euthanasians this year.
    - Access to more medical funding via grants has allowed them to treat animals rather than euthanize.
- Professional development / networking:

- Attended a Salt Lake City animal services conference:
    - Gained new resources and contacts, including:
        - A spay/neuter resource that will sterilize shelter animals for free in Truth or Consequences, with no limit on numbers; shelter just needs to transport animals.
        - Discussion of new AI technology and other operational resources.
    - Danette notes it was encouraging to see other shelters facing similar challenges, reducing the feeling of isolation.
- Grants and capital needs:
    - Pursuing a spay/neuter grant from the Animal Welfare Board to bring a mobile van to Torrance County:
        - Could sterilize up to 270 animals in 3 days.
        - Goal is to make the service free to the public.
    - Seeking funding for a dedicated cat building:
        - Recent New Mexico Board of Veterinary Medicine / Animal Sheltering Board inspection (first in 23 years) noted:
            - Need for a separate cat room per sheltering rules.
            - Old, rusty kennels requiring replacement (grant already in place for kennel repairs).
            - Lack of a proper isolation room:
                - Currently using the "blue kennels" room for:
                    - Nursing mothers and puppies.
                    - Parvo and sick animals.
                    - Cats, whose cages face the blue kennels.
                - This co-location defeats true quarantine, especially with parvo and vulnerable puppies.
        - Proposal:
            - Build a new cat building roughly the size of the current dog kennel building.
            - Use existing 4×4 cat cages (16 total) stacked and modular partitions.
            - Include water and electricity; locate under/near the existing south-side awning and connect via a door where a window currently is.

- Building strategy:
    - Initial idea of a prefab building costing $80–90k plus similar site-prep costs is being reconsidered.
    - New approach:
        - Purchase a plain metal building (~$15,000) from a local company.
        - Potentially contract Ricardo with AAA to build out the structure.
        - Purchase stainless steel kennels from a separate company so they are modular and portable.
    - Current priority is kennel repairs:
        - Some kennels have holes completely through the walls.
        - Vendor is identified; contract is pending.
- Commissioner questions:
    - **Commissioner Jaramillo** asks about advance notice for the state inspection (they had 2 days' notice).
    - **Chairman Schwebach** ask about the status of the earlier-discussed building:
        - Danette acknowledges slow progress due to other County priorities and staffing issues.
        - Luke Fields has been instrumental in keeping the project moving and avoiding it being forgotten.

Luke Fields – Grant Admin / Animal Services

- References a recent serious incident in Mountainair involving animals.
- Action steps:
    - With help from Samantha (Emergency Management):
        - Arranged Narcan training for animal control officers.
        - Officers will begin carrying Narcan.
        - Exploring property contamination methods for animals to handle drug-exposed environments.
- Emphasizes learning from local incidents to be better prepared next time.

6. APPROVAL OF MINUTES

a. **COMMISSION: Request Approval of April 22, 2026, Regular Meeting Minutes of the Board of County Commissioners.**

Motion: **Chairman Schwebach** motioned to approve Commission Meeting minutes; Seconded by **Commissioner Jaramillo**.

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

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7. CONSENT AGENDA

a. **FINANCE: Request Approval of Payables with a Date Range of May 6, 2026, through May 20, 2026.**

Motion: **Chairman Schwebach** motioned to approve Payables; Seconded by **Commissioner McCall**.

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

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8. APPROVALS/ACTION ITEM

a. **MANAGER/FINANCE: Request Approval of the Fiscal Year 2027 Interim Budget for Torrance County.**

Jordan Barela – County Manager

- Purpose:
  - Request approval of FY 2027 Interim Budget (due to DFA by end of May).
  - Final budget and resolution due to DFA by July 31.
- Notes:

- Detailed budget was not in online packet due to being finalized over holiday weekend but is included in the binder handed to Commissioners.
- Some grant amounts are still unknown; many grant-funded lines are held flat until awards are confirmed.

Staffing & Compensation Changes

- Across-the-board
  - 3.5% salary increase for all employees, including elected officials:
    - Elected official increases require a separate resolution and would only take effect next term.
- New / Adjusted Positions
  - New FTE – Financial Analyst (Finance):
    - Assist with processing payables countywide and strengthening internal financial capacity.
  - New FTE – IT Specialist (Manager's Office):
    - Provide in-house IT support, reduce reliance and cost of fully contracting with external vendor (Ambitions).
  - New FTE – Sheriff's Deputy.
  - Sheriff's Office reclassifications:
    - 4 existing deputies reclassified to Corporal to ensure a frontline supervisor on every shift.
  - Dispatch:
    - Admin Assistant reclassified to Public Safety Administrator to better support multi-agency public safety operations.
  - Fire:
    - Chief pay component was added as a pilot program this fiscal year.
  - Emergency Management & Sheriff:
    - Salary adjustments (more detail in binder tables).
- Positions removed from interim budget (due to cost):
  - 2 Float Clerk positions in County Manager's Office.
  - 3 PRN Fire Department positions (keeping 3 of the 6 previously requested).
- Net staffing impact:
  - Combined effect of new FTEs, reclassifications, salary adjustments, and 3.5% increase:

- Approximate recurring increase of $501,200 in staffing costs.

One-Time Expenditures

- Total: Approximately $1,963,000 (one-time)
- Items include (high-level):
    - Roads:
        - Transport trailer.
        - 10-yard & 5-yard salt boxes.
        - Gravel and chips.
        - 5-yard dump truck with plow & salt box.
        - Payoff of three blade leases.
    - Fire Department:
        - Mini pumper.
        - Additional gear/equipment.
    - Sheriff's Office:
        - Building sign.
        - Funding for potential front access project at Sheriff's Office.
    - Emergency Management:
        - F-150 truck.
    - Clerk's Office:
        - Funding for additional phase of document scanning project.
- Funding sources for one-time items:
    - Spread between Infrastructure and PILT funds (specific allocations in binder).

Financial Summary

- **Michelle Jones – Chief Deputy County Manager**
    - Presents LGBMS recap:
        - General Fund:
            - Revenues: approx. $13.5M.
            - Transfers in approx. $2.8M (to support other funds like Fire, Roads, Dispatch).
            - Expenditures: approx. $10.3M, similar to last year.

        - Last year, transfers from General Fund were $4M; this year slightly reduced.
    - Countywide summary (all funds):
        - Beginning cash balance (FY start): ~$48.3M.
        - Revenues: ~$55.9M.
        - Expenditure: ~$59.9M
            - higher than revenues primarily due to one-time expenditures.
        - Adjusted budget balance: ~$44.3M.
        - Required reserves: ~$2.8M.
        - Projected ending fund balance: ~$41.8M.
- Caveats:
    - Several revenue lines (especially Fire and some grants) are estimates; final amounts expected mid-June and will be reflected in the Final Budget.
    - Emphasizes the budget is a "living, breathing document" to be refined quarterly.

Commission Questions & Comments

- **Commissioner McCall**
    - Requests:
        - A clear numeric summary of:
            1. Total recurring cost increase (already cited as approx. $501k).
            2. Total one-time cost (~$1.96M).
            3. Year-over-year departmental budget increases (for each department, FY26 to FY27).
    - Notes:
        - In earlier worksheets, General Fund departmental expenditures appeared to grow from roughly $10.7M to $10.8M, and he wants a consolidated figure for all funds (Fire, Roads, EMS, Dispatch).
        - Points out a $2.5M funding gap on the new Administration Building project, which must be considered alongside other commitments.

- **Commissioner Jaramillo**
    - Asks whether fuel costs were increased to account for price spikes.

- Jordan & Michelle confirm:
    - Fuel budgets increased by about $145,000 countywide, concentrated in Roads, Fire, and Sheriff.

- **Chairman Schwebach**
    - Praises the clarity and structure of the budget presentation as the best he has seen during his tenure.
    - Emphasizes:
        - The need for a cushion, especially because:
            - Budget assumes being fully staffed with full benefits and raises everywhere.
            - Historically, vacancies have yielded unused salary funds that become a one-time cushion.
        - He does not want to "spend that cushion ahead of time" or rely on unfilled positions as permanent funding sources.
        - Distinction between one-time vs recurring costs:
            - He intentionally supported more one-time capital and fewer ongoing commitments, given the current economic uncertainty.

- **Linda Gallegos – Chief Deputy Assessor**
    - Expresses strong concern about the 3.5% across-the-board raises:
        - States lowest-paid staff in her department make "just over $17/hour".
            - 3.5% = about $0.65/hour, which she finds insufficient given:
                - Inflation, rising insurance, and higher living costs, especially fuel and groceries.
        - Notes:
            - In 7 months, she and staff have had only one timely paycheck in the DV program context; in Assessor's Office, they have had limited raises:
                - Last year they received a $1/hour increase.
            - This year's proposal feels inadequate given workload and inflation.
        - Argues:

        - The total cost of requested raises (initial departmental ask) was about $508,000, which she believes is reasonable relative to overall budget strength.
        - Employees need to see a meaningful change in their take-home pay to remain committed long-term.
    - Speaks as both department head and advocate for her employees, emphasizing retention and morale.

- Commissioner/Staff Discussion
    - **Michelle Jones – Chief Deputy County Manager**
        - Acknowledges:
            - Many departments focused their requests almost solely on pay increases, not operational expansion.
            - There is a balance between:
                - Keeping a positive, sustainable budget, and
                - Ensuring staff are fairly and competitively compensated.
        - She believes the pay issue should be revisited before final budget, given its prominence in feedback.
    - Discussion of larger raises ($1–$1.50/hour)
        - Michelle recalls:
            - They modeled scenarios for:
                - $1/hour, $1.50/hour, and $2/hour increases.
            - She suggests $1.50/hour as a more meaningful option but acknowledges:
                - $2/hour was likely beyond what the budget could comfortably absorb.
            - States a $1.50/hour raise was estimated to cost around $800,000, while $1/hour was about $500,000.
        - Jordan Barela clarifies:
            - Approx. $750,000 for higher scenarios when including new positions and benefit impacts.
        - Commissioners note:

- Raises have different effective percentages for low vs higher paid employees, with lower-paid staff gaining proportionally more from flat-dollar increases.

- **Chuck Cavaness- Planning and Zoning Senior Code Enforcement Officer**
  - States:
    - In his experience, a 3.5% raise was what you gave when you wanted someone to quit.
    - Notes rising cost of beef and fuel suggest that actual cost-of-living well exceeds 3%.
    - Predicts the County will lose employees if raises remain at 3.5%.
    - Urges the Commission to seriously consider at least $1.50/hour.

Motion: **Chairman Schwebach** motioned to approve; Seconded by **Commissioner McCall.**
Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

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b. SHERIFF: Request Approval to Purchase a 2020 Ford F-150 from the Town of Edgewood Police Department in the Amount of $8,000.00.

John Stocum – Sheriff's Office

- Requests for approval to purchase 2020 Ford F-150 from Town of Edgewood Police Department:
  - Mileage: ~93,000 (considered low for county use).
  - Purchase price: $8,000 (LEPF funds).
  - Value:
    - Notes the equipment alone inside the unit would cost more than $8,000 if bought separately.
  - Additional setup estimated at $1,000–2,000:
    - New tires.
    - Decal removal and re-decaling for Torrance County.

- Radio reprogramming.
- This will help replace aging and failing fleet units.

Motion: **Commissioner McCall** motioned to approve; Seconded by **Chairman Schwebach**.

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

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c. FIRE: Request Approval of a Professional Services Agreement Between Torrance County and Rio Grande Medical Direction, LLC to Provide Medical Director Services for the Torrance County Finance Department.

~Deferred~

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9. DISCUSSION/PRESENTATION

~Moved before 6A~

a. MANAGER: Presentation on Potential Affordable Housing Partnership to Create an Affordable Housing Project at Salt Mission Park.

- **Tim Nisly – Manager of Salt Missions Park**
  - Background:
    - Former Executive Director of the Rio Grande Community Development Corporation and South Valley Economic Development Center.
    - Has spent the last 8 years building a private development company and working on Salt Missions Park in Estancia.
  - Proposal:
    - Create 44–50 affordable housing units (mobile homes) at Salt Missions Park in Estancia within 12 months.
    - Targeting State of New Mexico $40M fund for workforce, affordable, and senior housing.
    - Site advantages:
      - Existing RV Park, already zoned for both RVs and mobile homes.

- 53 sites available and "shovel-ready":
    - No new zoning approvals are required.
    - No new electric transformers are needed.
    - Water and sewer infrastructure are already in place.
- Current use:
    - Historically used heavily for wind farm workers.
    - Houses CoreCivic workforce housing on part of the site (to remain).
    - Roughly 5 existing mobile homes now; most sites are currently empty.

- Proposed county role:
    - County would apply for and receive DFA grant funds (grant, not loan).
    - County would purchase mobile homes.
    - Land would be leased from Salt Missions Park's private owner (Isley's company).
    - County could:
        - Self-manage the units, or
        - Contract management to a third party / nonprofit (similar to a housing authority model).
    - Land lease anticipated around $400/month per lot (to be negotiated).
    - Rental income:
        - Monthly rents expected to exceed lease cost, creating positive cash flow for county.
        - Likely requirement from DFA that net income be reinvested in affordable housing.

- Tenant targeting (flexible):
    - Could be designated for:
        - Seniors.
        - Domestic violence survivors.
        - Workforce housing (e.g., in partnership with major employers like CoreCivic).
        - Affordable family housing.

- Design considerations:
    - Interest in ensuring it "doesn't look like a park":
        - Breaking up roof lines.
        - Adding carports, uniform privacy fencing.
        - Strategic landscaping to create a visually appealing neighborhood.

Questions from Commission and Town of Estancia

- **Chairman Schwebach**
    - Notes:
        - Site is inside the Town of Estancia.
        - Wants to avoid "stepping on municipal toes".
        - he is not willing to move forward without clear support from the Town of Estancia.
    - Concerns:
        - Policy hesitation to invest county dollars into improvements on land the county does not own, unless under a long-term lease (20–30 years).
        - Asks about:
            - Liability exposure as a landlord.
            - Rental rate setting and whether county might be obligated to subsidize rents to keep them "affordable."
- **Amy May – Town of Estancia Trustee**
    - States the town just learned of the proposal from seeing it on the agenda.
    - Key concerns:
        - Water and wastewater capacity:
            - Estancia is pursuing Water Trust Board funding to upgrade lagoons.
            - Unsure if 56 units at once can be supported with current lagoon and water system.
            - Notes an active project for a new well, also awaiting Water Trust Board funding.
        - Zoning limits:
            - Property is zoned as a Planned Area Development (PAD):

- Set up as RV park with a limited number of mobile home spaces within that.
- Town may need to revisit zoning if the number of mobile homes is to be expanded.

- Readiness:
  - Town is working toward infrastructure improvements to support growth but may "not be quite there yet."

- Broader issues:
  - Notes that subsidized housing can sometimes bring additional social service demands (from her experience living in "the projects" back East).
  - Worries the town's first responders and services may not be equipped yet to handle potential increased demand.

- Commission Discussion (Schwebach, McCall, Jaramillo)
  - Mayor / Town engagement:
    - Commission agrees Estancia must be "intricately involved" in planning and decision-making.
  - Infrastructure & economic development balance:
    - **Chairman Schwebach:**
      - Emphasizes chronic housing shortage as a barrier to economic development, especially for employers like CoreCivic and other contractors.
      - Challenges the town to align zoning and infrastructure with the types of projects it has already zoned for.
      - Distinguishes between:
        - Healthy, mixed-income affordable housing that supports economic growth, and
        - Overly concentrated "welfare-style" low-income housing that could harm the town.
    - **Commissioner McCall:**
      - Concerned about potential impacts on private landlords:
        - If rents on the project are artificially low due to subsidy, it could undercut existing private rentals.
        - Emphasizes fairness so the entire city is not "turned into low-income" by design.

- Legal / structural context:
    - **County Attorney Garcia & County Manager Barela:**
        - State that:
            - Counties can undertake such projects under the Municipal Housing Act, which also applies to counties.
            - Typically done via a housing authority but can be structured directly under county authority.
            - County's liability would be that of a typical landlord for any property it owns.
        - Implementation issues:
            - Need detailed partnership structure, leasing frameworks, and rent management models.
            - Could use voucher programs (e.g., Housing Choice Vouchers) so tenants pay an income-based share and landlord still receives full rent via subsidy.
        - Mixed-income model:
            - Recommend mixed-income approach rather than concentrating on extremely low-income tenants:
                - Example: split into senior units, workforce units, affordable units, and some market-rate units.
- Time frame & next steps:
    - **Tim Nisly:**
        - Notes the state wants the $40M expended by July 2027, implying a one-year window once the project is approved.
        - Requests that in the next 30 days, the county consider at least a preliminary "agreement to develop" enabling a strong response to the state's RFI.
    - Commission consensus:
        - Recognizes project potential but insists:
            - Town of Estancia must evaluate infrastructure and zoning capacity.
            - More detailed analysis is needed regarding management structure, liability, rent levels, and long-term lease terms.
        - No vote taken at this meeting; Commission will continue exploring and seek Estancia's input.

b. DISTRICT COURT: Discussion on Staff and an Expansion Request from the 7th Judicial District Court.

Judge Shannon Murdock – District Court Judge, 7th Judicial District

- Accompanied by:
  - **Dorella Molina – CFO/CEO of the District Court.**
  - **Denise Lujan – Court Manager.**
- Context:
  - 7th Judicial District is a circuit system covering Torrance, Sierra, Socorro, and Catron counties.
  - It is among the largest judicial districts by geography in the continental U.S.
- Current building:
  - Neil Mertz Judicial Complex (built 2003):
    - Housed DA's Office, District Court, and Magistrate Court originally.
    - Around 2016, Magistrate Court relocated and the space was renovated for the Sheriff's Office, eliminating:
      - One courtroom.
      - Several court offices.
  - Since then, the courthouse has:
    - Insufficient office space:
      - Some staff are forced to work from home due to no office availability.
    - Confidentiality concerns:
      - Pretrial Services Officers and Drug Court Surveillance Officers meet clients in public hallways in view/earshot of the public.
    - Courtroom capacity constraints:
      - Sometimes three judges are present with only two courtrooms.
      - Visiting judges must use:

- A single visiting judge office, or
- Alternative spaces (Judge's personal office, court monitor's office) for virtual hearings, which is not ideal for preserving the official court record.

- Security & infrastructure issues:
  - Shared facility with Sheriff's Office:
    - Original alarm system tied to entire building was disabled after Sheriff's move-in, because routine movement in that space repeatedly triggered the system.
    - There is an ongoing dispute over whether a wall should be built between the Sheriff's side (which wants to allow open carry) and the court side.
    - Judge Murbach strongly opposes open carry in the judicial complex (except by law enforcement and judges) and is skeptical that a wall alone resolves security threats.
  - Physical conditions:
    - Tiles throughout the building is cracking and lifting, creating trip hazards.
    - Carpet is worn and in disrepair.
    - Stucco on the exterior is peeling, bubbling, and missing around windows; concerns about possible water intrusion and mold.
    - A large structural crack in an interior wall has widened over the years.
    - Roof leaks:
      - Past leaks were "repaired," but effectiveness awaits testing with future heavy rain.
    - Windows leak water when it rains; seals have been attempted but remain inadequate.
    - Front glass hallway:
      - No ventilation in the atrium-like entrance; extremely hot in summer.
      - Jurors and witnesses often wait there for extended periods.
- Funding history:
  - There was previously a joint project (District Court + Sheriff's Office) for:
    - Expanded secure fencing and parking.

- Funds were allocated, but county subsequently reallocated money to emergency sheriff fleet purchases, and the project never broke ground.
- District proposed matching funds to spur courthouse projects:
    - Judge notes that offers of state matching dollars of ~$355,000 in prior years did not result in county follow-through.
    - She reports that at recent state capital outlay hearings, the district was asked about matching funds history, and she had to explain that they haven't received confirmation from Estancia/Torrance for those matches.

Discussion – Short-Term Options & Long-Term Plan

- Commission questions:
    - Commissioner McCall
        - Asks about temporary office solutions (e.g., portables).
        - Notes that building a new courthouse is a year-long endeavor, especially securing funding.
    - Judge Murdock
        - Suggestions:
            - If the Sheriff's Office could relocate (e.g., to its building across the street), District Court could reclaim the former Magistrate/sheriff area, which includes:
                - A courtroom.
                - Additional offices.
            - Would resolve many immediate spacing and confidentiality issues.
    - Undersheriff / Sheriff's Office
        - Explains current sheriff evidence building across the street is fully utilized, with:
            - CID, evidence, and emergency management already housed there.
            - Only one office vacant, reserved for a future Emergency Management Specialist.
        - States no significant extra space is available in that building.
- Commissioner McCall
    - Considers:

- Whether some court staff who do not meet the public (e.g., hearing officers working virtually) could be temporarily placed in portables near the complex or in other county buildings.

- Recognizes:
  - Significant security concerns in having high-risk defendants or probationers meet in unsecured portables.

- Funding / Matching Opportunities
  - District CFO (Dorella Molina)
    - States:
      - She believes there are FY27 state matching funds potentially available, on a 1:1 match, for courthouse improvements (up to ~$350k or more depending on unused state funds).
      - Matching funds can be used for:
        - Repairs (roof, stucco, interior finishes).
        - Technology.
        - Other capital improvements.
  - Commissioner McCall
    - Signals willingness to:
      - Include one-time county money in this budget (FY27) for courthouse needs.
      - Leverage state matches if the district can confirm availability.
    - Requests district confirm with state judicial capital staff that matching dollars can be applied to temporary offices as well as major rehab.
- Chairman Schwebach
  - Proposes:
    - Tie courthouse planning into the larger county facilities plan:
      - New Administration Building (already funded/committed) will free up to 23,000 sq. ft.
      - Long-term: potential relocation of Sheriff's Office into current admin building once vacated.
      - Then, District Court could reclaim the entire Mertz Complex and more logically configure courtrooms, security, and offices.
    - Short-term:

- Avoid large capital investment that may become obsolete in 2 years due to major reconfiguration when the new admin building opens.
- But acknowledges urgent safety and functionality issues (flooring, stucco, windows, atrium heat, etc.) should be prioritized for near-term fixes.

- Direction:
  - Requests the court provide a prioritized "wish list" of:
    - Most urgent repairs.
    - Minimal space expansion is needed for staff now.
    - Highest priority security upgrades.

- No formal motion or funding commitment at this meeting, but clear Commission interest in investing one-time funds if matched by state, and a directive to integrate court needs into long-term facilities planning.

Break at 11:58AM

Returned from break at 11:15AM

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c. MANAGER: Presentation the Creation of a Torrance County Safety Officer Position within the Torrance County Fire Department.

- **Jordan Barela – County Manager**
  - Notes that safety responsibilities are currently fragmented:
    - HR handles injury reporting and claims.
    - Samantha (Emergency Management) handles OSHA reporting and compliance.
    - Operations Manager and others handle fire inspections and safety training loosely.
  - Proposal:
    - Create a countywide Safety Officer role by reclassifying an existing Fire Department position into an administrative safety role (fire + countywide safety).
    - This position would:

- Conduct fire and safety inspections for all county facilities (including senior centers).
- Oversee alarm systems, fire extinguishers, egress compliance, etc.
- Lead safety committee work, policy reviews, and training.
- Conduct after-action reviews of incidents (e.g., Mountainair event), identify training gaps and policy changes.

- Funding:
  - By converting a 56-hour/week firefighter position to a 40-hour/week administrative position, the gross pay remains the same, but hourly rate is adjusted upward via the provided conversion chart.
  - No net increase to base payroll from the reassignment; however, backfill needs must be considered in Fire staffing models.

- **Chief Gary Smith – Fire Chief**
  - Supports concept:
    - Candidate:
      - States there is an internal candidate with:
        - Extensive fire service experience.
        - Certification in plans-check, inspection, and investigations.
      - Could also assist with:
        - Building plans review for life-safety code.
        - Countywide compliance with state and national fire codes.
    - Benefits:
      - Consistent oversight of all County buildings to ensure compliance with fire codes and OSHA.
      - Reduce ad-hoc reliance on untrained staff for alarm and fire-extinguisher maintenance.
      - Provide technical support to the County's Safety Committee.

Commission Discussion

- **Commissioner Jaramillo**
  - Asks whether this would reduce workload for Samantha in Emergency Management.
  - Jordan confirms it would offload OSHA and some facility-safety duties.
- **Chairman Schwebach**

- Raises a structural question:
    - What happens if this qualified individual leaves?
    - Wants assurances that:
        - The position itself remains tied to specific qualifications, not to a person.
        - If a replacement cannot meet those minimum certifications within six months, the position could be re-evaluated or returned to Fire operations.
- Jordan confirms:
    - Job description states minimum certifications required.
    - New hires would have six months to obtain missing certs, or they would be disqualified from the role.

- Commission consensus:
    - No vote taken; this is an informational presentation.
    - General support to explore the concept further and bring back a formal proposal.

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d. MANAGER: Continued Discussion on the Fiscal Year 2027 Infrastructure and Capital Improvement Plan.

- **Jordan Barela County Manager & Jody Cornwall Grants Administrator**
    - Present the current ICIP list and a status sheet flagging:
        - Which projects are realistically "shovel ready".
        - Descriptions, budgets, and titles are outdated or misleading, especially after DFA's conversion to online ICIP/PARS system.
    - Jody notes:
        - Some ICIP entries do not match the Commission's intent or current needs.
        - Examples:
            - Judicial/Sheriff entry referencing "sheriff entry way improvement / wall and security upgrades", whereas courts' expectation also included fencing and secure parking.
            - Duran water system description referencing potential impacts to cultural/historic resources, which they now want to reword or remove to avoid negative state interpretation.
    - Some projects are:

        - Under-budgeted (e.g., ABO water system at $130k is unrealistically low).
        - Owned by other governments or private entities but currently sit under Torrance County's code.
- Chairman & Commission Direction:
    - All Commissioners agree to:
        - Review the provided ICIP titles/budgets/descriptions (Tab: ICIP Project Titles, Budget, and Descriptions).
        - Propose corrections:
            - Ensure descriptions match actual desired scope.
            - Remove overly specific or problematic wording (e.g., references to cultural resource conflicts).
            - Update budgets were clearly misaligned.
        - Return edits to Grants by July 1ST this is the deadline to submit.

Specific ICIP Project Decisions

Fire Station Water Suppression System – McIntosh

- Project: Fire Station water suppression system (Macintosh station; fire sprinklers & 30,000-gallon tank).
- Status change:
    - Initially listed as not shovel ready due to concerns about well capacity and water supply.
- Discussion:
    - Jody reports:
        - Recent well driller logs:
            - New well (drilled ~2023) tested at ~20 gpm, completed at 15 gpm.
            - Driller believes the old well may come back overtime.
        - Current usage:
            - New well serves fire station, uncertain about dispatch/animal shelter tie-in.
    - Commission & Fire Chief:
        - Chief explains:
            - Sprinkler project largely involves:

        - Tank installation, ceiling modifications, and piping.
        - Minimal structural changes.
      - Existing well, over time, should be enough to fill the 30,000-gallon tank without needing rapid fill.
    - Chairman notes:
      - Tank is dedicated to suppression; does not need to be refilled overnight.
      - After a major fire event in the station, buildings would likely be offline for weeks, allowing gradual refill.
- Funding status:
  - Jody confirms:
    - About $375,000 already appropriated via capital outlay for Macintosh.
    - Additional $115,000 reauthorization plus a recent $95,000 tank quote.
    - Combined funding appears sufficient to proceed.
- Decision:
  - Commission consensus to:
    - Mark the project as "Shovel Ready – YES".
    - Keep it on ICIP but marked as funded and in progress.
    - Direct staff to move forward with design, quotes, and contracting to get system built.

Fire Department Comprehensive Plan

- Project: Fire Department Comprehensive Plan.
- Funding status:
  - $90,000 already awarded.
- Chief Smith:
  - States:
    - Full-blown comprehensive plan may be more "luxury" than immediate need.
    - Funding could be re-scoped for:
      - Asset management, water resource mapping, or other targeted planning that directly benefits operations.
- Decision:

- Keep project on ICIP as funded.
- Staff to explore narrower, more operations-driven scope within allowable grant parameters.

Regional Animal Shelter Study

- Original title: Regional Animal Shelter Study.
- Discussion
    - Danette Langdon:
        - Notes:
            - Other municipalities (Moriarty, Estancia, etc.) have their own animal control operations and some kennel capacity.
            - No strong push or clear interest from other municipalities in a shared regional shelter.
            - Torrance County Shelter already serves all unincorporated areas, with heavy load.
            - Additional expansions at the existing Torrance facility (including a cat building and more kennels) would have more immediate benefit.
    - Commissioners:
        - Recognize that regional framing can sometimes help at legislature (more sponsors, bigger ask).
        - But the practical need is clearly at the County shelter.
- Decision:
    - Retitle project to:
        - "Torrance County Animal Shelter – Plan, Design, and Construct Improvements".
    - Mark as Shovel Ready – YES, because:
        - There is available land behind the current shelter (already graded by Roads).
        - Needs are well understood (cat room, kennel upgrades, isolation, expansions).

Third-Party / Non-County Projects on ICIP

- Identified projects:
    - Duran Schoolhouse / Duran "Torrance Class" (privately owned building).

- Arthur Park and Lake/Pool Improvements (Town of Estancia asset).
- Mountainair Rodeo Grounds and others, where County does not own the property.

- Legal / Grants guidance:
  - County cannot legally invest state or county funds into privately owned assets (anti-donation clause).
  - DFA advised that if County is not owner and not fiscal agent, such projects should not be on the County's ICIP under its code.

- Decision:
  - Remove:
    - Duran Schoolhouse / Torrance Class project.
    - Arthur Park & Pool project and other non-county assets from County ICIP.
  - Explanation:
    - Towns or private owners must carry their own projects or seek separate capital outlay.
    - County may express support through letters but not list as its own ICIP projects unless acting as formal fiscal agent.

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e. CLERK'S REPORT

Sylvia Chavez – Torrance County Clerk

- Election update (Primary Election):
  - Early voting turnout (as of this morning):
    - Admin Building location: 217 voters.
    - Civic Center (alternate site): 328 voters.
    - Total early in-person: 545 voters.
  - Absentee ballots:
    - 182 returned.
    - 255 still outstanding.
- Observations:
  - Turnout is unusually low compared to prior primary cycles:
    - At this point in past cycles, early voting was often near 1,000 voters.

- Confirms this is a statewide trend, as confirmed by other county clerks via email discussion.

- Emphasizes importance:
  - Reminds public that in 6 days (Election Day), voters will decide:
    - Multiple statewide races (gubernatorial primary).
    - 5 Torrance County offices that are on the ballot this cycle.
  - Urges citizens:
    - If they want to influence local leadership, they must turn out to vote.
- Logistics:
  - Election equipment delivery to polling places begins tomorrow.
  - Encino polling place:
    - Community center will be used for a funeral on Election Day.
    - Voting will be held in the gym next door instead (signage and coordination will direct voters).

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f. MANAGER'S REPORT

Jordan Barela – County Manager

- Notes he is in transition out of the position and is working to:
  - Ensure projects such as the Fairgrounds, Emergency Operations Center design, and Administration Building are in good order.
  - Tie up loose ends related to EMWT property acquisition in coming weeks.
- Economic Development interest:
  - Reports that State Economic Development Department contacted him about:
    - A business is considering relocation to Torrance County, potentially bringing ~400 jobs.
  - States:
    - State is asking whether Torrance has a Local Economic Development Act (LEDA) ordinance in place.
    - There appears to be growing interest among Albuquerque-based federal contractors to relocate operations east, closer to Torrance.
- LEDA Ordinance & Economic Development Plan:
  - Clarifies:

- Torrance County currently does NOT have its own LEDA ordinance on the books.
- Past work with Avita (economic development entity) did not leave behind a county-adopted ordinance.

- Explains:
  - LEDA ordinance allows:
    - Counties to legally invest in infrastructure / incentives for private employers (roads, utilities, site work) without violating anti-donation laws.
  - To adopt LEDA, the County:
    - Must first have an Economic Development Plan detailing:
      - Employment data.
      - Target sectors.
      - Community needs.
    - Then adopt a LEDA ordinance anchored in that plan.
- Notes:
  - These plans are often done by specialized consultants, sometimes funded by EDA or COG.
  - The COG is currently exploring ways to get a regional EDA grant with sub-grants to small counties like Torrance.

- Suggestions:
  - Contracting for an Economic Development Manager using reallocated budget funds.
  - Working with COG, AREA (Albuquerque Regional Economic Alliance), and former officials like Wayne Johnson (Sandoval County) for best practices.
- Commission response:
  - Commissioner McCall strongly supports pursuing a LEDA ordinance quickly, even while the full ED plan is being developed.
  - Commission instructs staff to:
    - Verify any prior economic development planning documents.
    - Connect with COG and outside advisors.
    - Begin drafting path toward plan + LEDA ordinance.

g. COMMISSIONERS' REPORTS:

1) Commissioner McCall, District 1

Commissioner McCall

No Comment

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2) Commissioner Schwebach, District 2

Chairman Ryan Schwebach

No Comment

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3) Commissioner Jaramillo, District 3

Commissioner Linda Jaramillo

- Emergency Incident in Mountainair
    - Attended a scheduled dispatch center meeting on May 20, which overlapped with the start of the Mountainair incident.
    - Choose to stay and observe the full duration in the incident room.
    - Comments:
        - Sheriff's Office, Dispatch, Emergency Services, and Samantha (Emergency Management) for their strong coordination.
        - States it was impressive to watch agencies work together fluidly, despite injuries and hospitalizations in the incident.
- Local History in Schools
    - On May 21, attended a meeting with Javier Sanchez about:
        - Integrating local Torrance County history into school curricula.
        - Notes there are pushbacks, and efforts are ongoing.
- Memorial Day Activities – May 25
    - Attended:
        - Memorial ceremony at the Fallen Soldier Memorial Wall.
        - Reception at the VFW.
        - Blue Ribbon Bar grand opening, noting:
            - Good community turnout.
            - Positive atmosphere; personal nostalgia about dancing there in past years.

- Other Meetings
    - Attended LEPC (Local Emergency Planning Committee) meeting.
    - Attended EMWT water organization meeting; reports:
        - Tech memo has been completed; can be shared via email upon request.

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10. EXECUTIVE SESSION

COMMISSION: Executive Session Pursuant to 10-15-1.H(2) Limited Personnel Matters: Personnel Matters Regarding the Transition of the County Manager.

Motion: **Chairman Schwebach** motioned to enter Executive session; Seconded by **Commissioner McCall.**

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

~Entered Executive Session at 12:25PM

Motion: **Chairman Schwebach** motioned to exit Executive session; Seconded by **Commissioner McCall.**

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

~ Exited Executive session at 1:08PM

Chairman Schwebach

- Only limited personnel matters regarding the County Manager transition were discussed.
- No action taken in executive session.
- Next steps include making phone calls and continuing the hiring/transition process outside of this meeting

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11. Announcement of the next Board of County Commissioner's Meeting:

12. SIGNING OF OFFICIAL DOCUMENTS

13. ADJOURNMENT

Motion: **Chairman Schwebach** motioned to Adjourn; Seconded by **Commissioner Jaramillo.**

Roll Call Vote:

- **Schwebach** – Yes
- **McCall** – Yes
- **Jaramillo** – Yes

- Motion Carried

Meeting adjourned at 1:09PM

Ryan Schwebach – Chairman

Mackenzie Carlson – Admin Assistant

Date

Sylvia Chavez – County Clerk

The video and audio of this meeting are available upon request.



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 7 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 **June 10, 2026**, and approved the attached check report as presented against the funds of Torrance County in the amount of **$4,287,908.37**

Kevin McCall, District 1 | Ryan Schwebach, District 2 | Linda Jaramillo, District 3

Attest:

Sylvia Chavez, 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.

Kathyrn Hernandez, County Treasurer

Check Report Summary:

Check Report Dates: 5/21/2026 to 6/3/2026 **Total Payments: 117**

Total Checks: 85 Checks: 136824 to 136910

Voided Checks: 4 Checks: 136803,136804,136887,136892

Bank Drafts: 22 DFT0001592,DFT0001593 (NOT USED DFT0001564,DFT0001565,DFT0001566,DFT0001567 0001568,DFT0001569,DFT0001570,DFT0001571,DFT0001572,DFT0001573,DFT0001574,DFT0001575,DFT0001576,DFT0001577,DFT0001577 DFT0001578,DFT0001579,DFT0001580,DFT0001581,DFT0001582,DFT0001584,DFT0001585,DFT0001586,DFT0001587,DFT0001588,DFT0001589,DFT0001590,DFT0001591)

Electronic Fund Transfers: 6 EFT: 496 TO 501

Total Payments Issued: $4,287,908.37



Check Report

Torrance County, NM

By Check Number

Date Range: 05/21/2026 - 06/03/2026

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Main Checking-Main Checking							
1232	CORECIVIC INC.		05/27/2026	EFT	0.00	1,904,954.74	496
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
TCDF 12.2025 ICE	Invoice	05/27/2026	CoreCivic ICE & USMS FY26		0.00	1,904,954.74	
	825-070-2172		CARE OF INMATES	December 2025 Ice Inmate Hou	1,904,954.74		
1232	CORECIVIC INC.		05/28/2026	EFT	0.00	2,077,328.20	497
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
TCDF 012026 ICE	Invoice	05/28/2026	CoreCivic ICE & USMS FY26		0.00	2,077,328.20	
	825-070-2172		CARE OF INMATES	January 2026 Ice Inmate Housin	2,077,328.20		
418	COLUMBUS BANK AND TRUST		06/03/2026	EFT	0.00	507.07	498
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0006137	Invoice	06/04/2026	Flex Plan		0.00	507.07	
	401-000-9001		Payroll Liabilities	Flex Plan	507.07		
VEN01472	PROFESSIONAL FIREFIGHTERS OF TORRANCE C(		06/03/2026	EFT	0.00	276.00	499
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
INV0006136	Invoice	06/04/2026	FIRE FIGHTER UNION DUES		0.00	276.00	
	401-000-9001		Payroll Liabilities	FIRE FIGHTER UNION DUES	276.00		
5189	SUNRISE BANK		06/03/2026	EFT	0.00	2,090.50	500
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
CM0000258	Credit Memo	05/28/2026	Sunrise Loan		0.00	-128.20	
	401-000-9001		Payroll Liabilities	Sunrise Loan	-128.20		
INV0006107	Invoice	05/21/2026	Sunrise Loan		0.00	128.20	
	401-000-9001		Payroll Liabilities	Sunrise Loan	128.20		
INV0006151	Invoice	06/04/2026	Sunrise Loan		0.00	2,090.50	
	401-000-9001		Payroll Liabilities	Sunrise Loan	2,090.50		
VEN01566	UnitedHealthcare Insurance Company		06/03/2026	EFT	0.00	57,252.75	501
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
CM0000259	Credit Memo	05/28/2026	UnitedHealthcare Insurance		0.00	-325.20	
	401-000-9001		Payroll Liabilities	UnitedHealthcare Insurance	-325.20		
INV0006094	Invoice	05/21/2026	UnitedHealthcare Insurance		0.00	346.70	
	401-000-9001		Payroll Liabilities	UnitedHealthcare Insurance	346.70		
INV0006108	Invoice	05/21/2026	UnitedHealthcare Insurance		0.00	650.40	
	401-000-9001		Payroll Liabilities	UnitedHealthcare Insurance	650.40		
INV0006153	Invoice	06/04/2026	UnitedHealthcare Insurance		0.00	52,138.50	
	401-000-9001		Payroll Liabilities	UnitedHealthcare Insurance	52,138.50		
INV0006154	Invoice	06/04/2026	UnitedHealthcare Insurance		0.00	4,442.35	
	401-000-9001		Payroll Liabilities	UnitedHealthcare Insurance	4,442.35		
VEN01150	Reynolds, Stephanie Y		05/27/2026	Regular	0.00	-462.00	136803
3888	SAAVEDRA, RONALD S		05/27/2026	Regular	0.00	-308.00	136804
5408	BANK OF AMERICA		05/21/2026	Regular	0.00	136.02	136824

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		
3189182	Invoice	05/11/2026	Boards for Lowboy Trailer	0.00	136.02	
	402-060-2244	MAINTENANCE & REPAIR	Boards for Lowboy Trailer	136.02		
583	NMAC GIS AFFILIATE	05/21/2026	Regular	0.00	50.00	136825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2026-2027-24	Invoice	05/11/2026	NMAC GIS Affiliated annual dues	0.00	50.00	
	401-008-2269	SUBSCRIPTIONS & DUES	NMAC GIS Affiliated annual due	50.00		
3859	PRUDENTIAL OVERALL SUPPLY	05/21/2026	Regular	0.00	356.41	136826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450793610	Invoice	05/11/2026	Uniforns	0.00	356.41	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforns	356.41		
3859	PRUDENTIAL OVERALL SUPPLY	05/21/2026	Regular	0.00	358.41	136827
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450792946	Invoice	05/11/2026	Uniforns	0.00	358.41	
	402-060-2236	SUPPLIES - UNIFORMS	Uniforns	358.41		
3978	STAPLES BUSINESS ADVANTAGE	05/21/2026	Regular	0.00	11.04	136828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6055589697	Invoice	05/07/2026	Office supplies	0.00	11.04	
	401-008-2219	SUPPLIES - GENERAL OFFI	tape	11.04		
3978	STAPLES BUSINESS ADVANTAGE	05/21/2026	Regular	0.00	8.69	136829
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6055364792	Invoice	05/07/2026	Office supplies	0.00	8.69	
	401-008-2219	SUPPLIES - GENERAL OFFI	blue pens	8.69		
3978	STAPLES BUSINESS ADVANTAGE	05/21/2026	Regular	0.00	107.55	136830
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6055750049	Invoice	05/07/2026	Office supplies	0.00	107.55	
	401-008-2219	SUPPLIES - GENERAL OFFI	2gb flash drives	107.55		
3978	STAPLES BUSINESS ADVANTAGE	05/21/2026	Regular	0.00	287.91	136831
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6055364794	Invoice	05/07/2026	Office supplies	0.00	287.91	
	401-008-2219	SUPPLIES - GENERAL OFFI	notary seals	13.95		
	401-008-2219	SUPPLIES - GENERAL OFFI	staple remover	9.84		
	401-008-2219	SUPPLIES - GENERAL OFFI	tape dispenser	4.48		
	401-008-2219	SUPPLIES - GENERAL OFFI	speakers	74.83		
	401-008-2219	SUPPLIES - GENERAL OFFI	business cards	39.24		
	401-008-2219	SUPPLIES - GENERAL OFFI	black pens	10.14		
	401-008-2219	SUPPLIES - GENERAL OFFI	scissors	10.83		
	401-008-2219	SUPPLIES - GENERAL OFFI	laptop sleeve	107.64		
	401-008-2219	SUPPLIES - GENERAL OFFI	wireless mouse	16.96		
VEN01554	STORMIE LOOPER	05/21/2026	Regular	0.00	80.00	136832
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5.1.26	Invoice	05/21/2026	EVYFC YOUTH MEMBER STIPEND	0.00	80.00	
	635-068-2272	CONTRACT - PROFESSION	May 2026 YOUTH MEMBER STIP	80.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VEN01273	Consultant Pharmacists of New Mexico Inc	05/27/2026	Regular	0.00	1,614.38	136833

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
92215	Invoice	05/12/2026	FY26 Pharmacy Inspections	0.00	1,614.38
	416-083-2272	CONTRACT - PROFESSION	FY26 Pharmacy Inspections May	1,614.38	

214	Hart's Trustworthy Hardware	05/27/2026	Regular	0.00	17.99	136834

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
A629703	Invoice	05/12/2026	Pressure switch for the well ay the Machi	0.00	17.99
	401-089-2215	MAINTENANCE & REPAIR	Pressure switch 40/60 - 400861	17.99	

107	QWEST CORPORATION	05/27/2026	Regular	0.00	165.86	136835

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
04.2026 157094	Invoice	05/07/2026	Q4 Manager Qwest	0.00	165.86
	401-096-2207	TELECOMMUNICATIONS	April	165.86	

VEN01550	JARRAH MEDINA	05/27/2026	Regular	0.00	240.50	136836

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
APRIL 2026 GRT	Invoice	05/27/2026	OPEN PO DV SERVICES FY26	0.00	240.50
	690-009-2271	CONTRACT - OTHER SERV	OPEN PO DV SERVICES FY26	240.50	

VEN01150	Reynolds, Stephanie Y	05/27/2026	Regular	0.00	462.00	136837

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
NM ABQ	Invoice	05/19/2026	RETURN FROM ABQ NM TRAINING FOR T	0.00	154.00
	401-050-2205	TRAVEL - EMPLOYEES	RETURN FROM ABQ NM TRAINI	154.00	
PORTALES NM	Invoice	05/19/2026	TRAVEL TO PORTALES NM ACTIVE SHOOT	0.00	308.00
	401-050-2205	TRAVEL - EMPLOYEES	TRAVEL TO PORTALES NM ACTIV	308.00	

3888	SAAVEDRA, RONALD S	05/27/2026	Regular	0.00	308.00	136838

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
PORTALES NM	Invoice	05/19/2026	TRAVEL TO PORTALES NM ACTIVE SHOOT	0.00	308.00
	401-050-2205	TRAVEL - EMPLOYEES	TRAVEL TO PORTALES NM ACTIV	308.00	

VEN01605	ISAIAH PINEDA	05/28/2026	Regular	0.00	720.00	136839

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
SOCORRO NM	Invoice	05/28/2026	TRAVEL AND RETURN FOR SOCORRO NM	0.00	720.00
	416-083-2266	EMPLOYEE TRAINING	TRAVEL AND RETURN FOR SOCO	720.00	

5166	JULIE FILL	05/28/2026	Regular	0.00	632.00	136840

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
NM LOS ALAMOS	Invoice	05/28/2026	TRAVEL TO LOS ALAMOS NM FIRE OFFICE	0.00	632.00
	416-083-2266	EMPLOYEE TRAINING	TRAVEL TO LOS ALAMOS NM FIR	632.00	

VEN01586	Kurt Knight	05/28/2026	Regular	0.00	1,807.00	136841

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
26-0517	Invoice	05/28/2026	PROFESSIONAL SERVICES AGREEMENT	0.00	1,807.00
	620-094-2272	CONTRACTS- PROFESSIO	TC PROFESSIONAL FINANCIAL SE	1,807.00	

2628	MEAD, DANETTE	05/28/2026	Regular	0.00	185.00	136842

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		
UT SALT LAKE CIT	Invoice	05/28/2026	RETURN FROM SALT LAKE CITY UT BEST F	0.00	185.00	
	401-082-2205	TRAVEL - EMPLOYEES	RETURN FROM SALT LAKE CITY	185.00		
VEN01536	NEUFELD, WILLIAM	05/28/2026	Regular	0.00	632.00	136843
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
LOS ALAMOS NM	Invoice	05/28/2026	TRAVEL TO LOS ALAMOS NM	0.00	632.00	
	416-083-2266	EMPLOYEE TRAINING	TRAVEL TO LOS ALAMOS NM	632.00		
VEN01491	TANISHA STARR	05/28/2026	Regular	0.00	185.00	136844
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
UT SALT LAKE CIT	Invoice	05/28/2026	RETURN FROM SALT LAKE CITY UT BEST F	0.00	185.00	
	401-082-2205	TRAVEL - EMPLOYEES	RETURN FROM SALT LAKE CITY	185.00		
423	ADVANCED COMMUNICATIONS & ELECTRONIC	06/01/2026	Regular	0.00	1,466.20	136845
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
23694-00	Invoice	05/15/2026	Citation PocketJet Printers	0.00	1,466.20	
	410-050-2222	SUPPLIES - FIELD SUPPLIE	SHIPPING	45.00		
	410-050-2222	SUPPLIES - FIELD SUPPLIE	Citation PocketJet Printers Kit	1,230.00		
	410-050-2222	SUPPLIES - FIELD SUPPLIE	Vehicle Mounts	266.00		
	410-050-2222	SUPPLIES - FIELD SUPPLIE	DISCOUNT	-74.80		
66	ALBUQUERQUE PUBLISHING CO.	06/01/2026	Regular	0.00	68.65	136846
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
387290	Invoice	05/14/2026	2026 Special Waste renewal	0.00	36.92	
	401-008-2221	PRINTING/PUBLISHING/A	2026 Special Waste renewal	36.92		
390420	Invoice	05/14/2026	Flood ordinance revision	0.00	31.73	
	401-008-2221	PRINTING/PUBLISHING/A	Flood ordinance revision	31.73		
3594	AUTOZONE INC.	06/01/2026	Regular	0.00	235.56	136847
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02248215556	Invoice	05/18/2026	TCFR Autozone Open PO 04/2026-06/202	0.00	235.56	
	405-091-2201	MAINTENANCE & REPAIR	Blue Def Diesel Exhaust Fluid	108.60		
	405-091-2201	MAINTENANCE & REPAIR	Windshield Washer Fluid	19.56		
	405-091-2201	MAINTENANCE & REPAIR	Dexron-VI ATF 1 Valvoline Trans	13.85		
	405-091-2201	MAINTENANCE & REPAIR	Marvel Mystery Oil	9.69		
	405-091-2201	MAINTENANCE & REPAIR	Lucas Fuel Treatment	35.88		
	405-091-2201	MAINTENANCE & REPAIR	PS DIESEL KLEEN 64 DIESEL FUEL	47.98		
3594	AUTOZONE INC.	06/01/2026	Regular	0.00	9.89	136848
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
02248220923	Invoice	05/18/2026	TCFR Autozone Open PO 04/2026-06/202	0.00	9.89	
	405-091-2201	MAINTENANCE & REPAIR	Duralast Belt SKU:000112712	9.89		
5408	BANK OF AMERICA	06/01/2026	Regular	0.00	1,441.98	136849

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number	Account Name	Item Description			Distribution Amount	
004257339	Invoice	05/12/2026	Course Books		0.00	1,441.98	
	620-094-2263	SUPPLIES - FURNITURE/FI	BLS Provider Course Videos: US			111.95	
	620-094-2263	SUPPLIES - FURNITURE/FI	ACLS Provider Course Videos:US			114.05	
	620-094-2263	SUPPLIES - FURNITURE/FI	Heartsaver Bloodborne Pathoge			38.50	
	620-094-2263	SUPPLIES - FURNITURE/FI	Heartsaver Instuctor Package: U			291.00	
	620-094-2263	SUPPLIES - FURNITURE/FI	ASLS Instructor Essentials Cours			16.50	
	620-094-2263	SUPPLIES - FURNITURE/FI	Heartsaver Bloodborne Pathoge			45.00	
	620-094-2263	SUPPLIES - FURNITURE/FI	BLS Provider Manual			98.25	
	620-094-2263	SUPPLIES - FURNITURE/FI	SHIPPING			19.43	
	620-094-2263	SUPPLIES - FURNITURE/FI	2025 Handbook of Emergency C			36.25	
	620-094-2263	SUPPLIES - FURNITURE/FI	ACLS Provider Manual			254.75	
	620-094-2263	SUPPLIES - FURNITURE/FI	PALS Provider Course Videos: U			114.05	
	620-094-2263	SUPPLIES - FURNITURE/FI	PALS Provider Manual			302.25	
859	BOUND TREE MEDICAL, LLC	06/01/2026		Regular	0.00	344.38	136850
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
66937608	Invoice	05/18/2026	EMS Supplies/Equipment/Medications FY		0.00	344.38	
	416-083-2230	SUPPLIES - MEDICAL	Restraint System for Stryker Stai			344.38	
859	BOUND TREE MEDICAL, LLC	06/01/2026		Regular	0.00	2,036.78	136851
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
66935366	Invoice	05/18/2026	Boundtree- Trainging Supplies		0.00	2,036.78	
	620-094-2263	SUPPLIES - FURNITURE/FI	Critical Airway Management Tra			1,641.59	
	620-094-2263	SUPPLIES - FURNITURE/FI	Intraosseous Leg STAT Simulator			395.19	
859	BOUND TREE MEDICAL, LLC	06/01/2026		Regular	0.00	1,094.39	136852
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
66934918	Invoice	05/14/2026	Boundtree- Trainging Supplies		0.00	1,094.39	
	620-094-2263	SUPPLIES - FURNITURE/FI	Pediatric ALS Trainer, Carry Bag			1,094.39	
859	BOUND TREE MEDICAL, LLC	06/01/2026		Regular	0.00	1,235.74	136853
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
66935507	Invoice	05/18/2026	Boundtree- Trainging Supplies		0.00	1,235.74	
	620-094-2263	SUPPLIES - FURNITURE/FI	Obstetrical Manikin w/Overlays,			873.99	
	620-094-2263	SUPPLIES - FURNITURE/FI	Human Skeleton Plastic			361.75	
1513	BRUCKNER TRUCK AND EQUIPMENT	06/01/2026		Regular	0.00	1,560.00	136854
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
XA112077746	Invoice	05/18/2026	DEF		0.00	1,560.00	
	402-060-2244	MAINTENANCE & REPAIR	DEF			1,560.00	
VEN01187	Dearborn Life Insurance Company	06/01/2026		Regular	0.00	6.30	136855
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description			Distribution Amount	
CM0000250	Credit Memo	05/28/2026	VISION INSURANCE		0.00	-3.15	
	401-000-9001	Payroll Liabilities	VISION INSURANCE			-3.15	
INV0006087	Invoice	05/21/2026	VISION INSURANCE		0.00	3.15	
	401-000-9001	Payroll Liabilities	VISION INSURANCE			3.15	
INV0006098	Invoice	05/21/2026	VISION INSURANCE		0.00	6.30	
	401-000-9001	Payroll Liabilities	VISION INSURANCE			6.30	
4834	DELTA DENTAL OF NEW MEXICO INC	06/01/2026		Regular	0.00	36.50	136856

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
CM0000252	Credit Memo	05/28/2026	Dental Insurance		0.00	-18.25	
401-000-9001	Payroll Liabilities		Dental Insurance			-18.25	
INV0006088	Invoice	05/21/2026	Dental Insurance		0.00	18.25	
401-000-9001	Payroll Liabilities		Dental Insurance			18.25	
INV0006100	Invoice	05/21/2026	Dental Insurance		0.00	36.50	
401-000-9001	Payroll Liabilities		Dental Insurance			36.50	
5413	DOOLEY ENTERPRISES, INC.		06/01/2026	Regular	0.00	4,529.85	136857
71783	Invoice	05/19/2026	Ammo Order		0.00	4,529.85	
401-050-2231	SUPPLIES - WEAPONS/A		9mm 147gr. Full Metal Jacket Fl			4,529.85	
4705	DOUBLE H AUTO		06/01/2026	Regular	0.00	447.28	136858
094078	Invoice	05/18/2026	parts for Road Fleet		0.00	447.28	
402-060-2201	MAINTENANCE & REPAIR		OPEN PO - parts for Road Fleet			447.28	
2585	EAST MOUNTAIN AUTO GLASS		06/01/2026	Regular	0.00	40.00	136859
27321	Invoice	05/12/2026	FY26 Open PO for Windshield Repairs		0.00	40.00	
416-083-2201	MAINTENANCE & REPAIR		FY26 Open PO for Windshield R			40.00	
430	FLEMING CHEMICAL CO INC		06/01/2026	Regular	0.00	457.48	136860
60816	Invoice	05/12/2026	Cleaning Supplies For Judicial Copmlex Bu		0.00	457.48	
401-016-2220	SUPPLIES - CLEANING		Fantastik Max All Purpose Clean			116.00	
401-016-2220	SUPPLIES - CLEANING		UN 1760 Corrosive Liquids, n.o.s			69.60	
401-016-2220	SUPPLIES - CLEANING		Lysol Disinfecting Wipes			74.38	
401-016-2220	SUPPLIES - CLEANING		Non-Hazardous Product, Xcelen			105.28	
401-016-2220	SUPPLIES - CLEANING		Clorox Pro Toilet Bowl Cleaner			92.22	
VEN01504	GEOTAB USA, INC.		06/01/2026	Regular	0.00	88.18	136861
IN483730	Invoice	05/18/2026	Monthly Billing for Geotab		0.00	88.18	
401-010-2284	EQUIPMENT LEASES		Monthly Billing for March FY26			88.18	
944	GRAINGER, INC.		06/01/2026	Regular	0.00	50.57	136862
9916211726	Invoice	05/18/2026	District 5 Carburetor and Faucet		0.00	50.57	
405-091-2248	SUPPLIES - SAFETY		Honda Carburetor: For Pressure			50.57	
214	Hart's Trustworthy Hardware		06/01/2026	Regular	0.00	14.49	136863
B646878	Invoice	05/18/2026	TCFR Hart's Open PO 04/2026-06/2026		0.00	14.49	
405-091-2248	SUPPLIES - SAFETY		2.5 Gal Exhaust Fluid			14.49	
214	Hart's Trustworthy Hardware		06/01/2026	Regular	0.00	115.80	136864

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Payable Amount	Payment Amount / Distribution Amount	Number
	Account Number	**Account Name**	**Item Description**				
B648858	Invoice	05/18/2026	Ground Red Bark for the hedges in front o		0.00	115.80	
	401-015-2238	MAINTENANCE & REPAIR	2CUFT MED GDN BARK - 174716			115.80	
214	Hart's Trustworthy Hardware		06/01/2026	Regular	0.00	17.20	136865
B645554	Invoice	05/18/2026	TCFR Hart's Open PO 04/2026-06/2026		0.00	17.20	
	405-091-2248	SUPPLIES - SAFETY	Bolts/Fasteners			2.20	
	405-091-2248	SUPPLIES - SAFETY	Bolts/Fasteners			9.96	
	405-091-2248	SUPPLIES - SAFETY	Bolts/Fasteners			3.40	
	405-091-2248	SUPPLIES - SAFETY	Bolts/Fasteners			1.64	
5104	JONES & BARTLETT LEARNING,LLC		06/01/2026	Regular	0.00	847.12	136866
1310306	Invoice	05/14/2026	J&B Fire I&II		0.00	847.12	
	620-094-2263	SUPPLIES - FURNITURE/FI	Navigate 2 Premier Access for F			847.12	
VEN01183	Metropolitan Life Insurance Company		06/01/2026	Regular	0.00	20.40	136867
CM0000255	Credit Memo	05/28/2026	MET LIFE LTD		0.00	-5.69	
	401-000-9001	Payroll Liabilities	METLIFE DISABILITY			-5.69	
CM0000256	Credit Memo	05/28/2026	Metlife employer		0.00	-4.35	
	401-000-9001	Payroll Liabilities	Metlife employer life and accide			-4.35	
INV0006089	Invoice	05/21/2026	MET LIFE LTD		0.00	4.86	
	401-000-9001	Payroll Liabilities	METLIFE DISABILITY			4.86	
INV0006090	Invoice	05/21/2026	Metlife employer		0.00	6.53	
	401-000-9001	Payroll Liabilities	Metlife employer life and accide			6.53	
INV0006103	Invoice	05/21/2026	MET LIFE LTD		0.00	10.35	
	401-000-9001	Payroll Liabilities	METLIFE DISABILITY			10.35	
INV0006104	Invoice	05/21/2026	Metlife employer		0.00	8.70	
	401-000-9001	Payroll Liabilities	Metlife employer life and accide			8.70	
1096	NM RETIREE HEALTH-CARE AUTHORI		06/01/2026	Regular	0.00	58.51	136868
CM0000257	Credit Memo	05/28/2026	Retiree Health Care		0.00	-52.20	
	401-000-9001	Payroll Liabilities	Retiree Health Care			-52.20	
INV0006093	Invoice	05/21/2026	Retiree Health Care		0.00	41.05	
	401-000-9001	Payroll Liabilities	Retiree Health Care			41.05	
INV0006106	Invoice	05/21/2026	Retiree Health Care		0.00	69.66	
	401-000-9001	Payroll Liabilities	Retiree Health Care			69.66	
1385	NM TAXATION & REVENUE		06/01/2026	Regular	0.00	8.60	136869
CM0000249	Credit Memo	05/21/2026	Workers Comp		0.00	-4.30	
	401-000-9001	Payroll Liabilities	Workers Comp			-4.30	
INV0006095	Invoice	05/21/2026	Workers Comp		0.00	4.30	
	401-000-9001	Payroll Liabilities	Workers Comp			4.30	
INV0006110	Invoice	05/21/2026	Workers Comp		0.00	8.60	
	401-000-9001	Payroll Liabilities	Workers Comp			8.60	
1377	PRESBYTERIAN HEALTHCARE SERVICES		06/01/2026	Regular	0.00	67.96	136870

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		
5.21.26	Invoice	05/27/2026	pres payment	0.00	67.96	
	401-000-9001	Payroll Liabilities	pres payment	67.96		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular	0.00	113.57	136871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450794939	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	113.57	
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN	12.72		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP	1.76		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK	61.66		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP	0.54		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM	0.21		
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE	15.07		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT	14.38		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	6.69		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	0.54		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular	0.00	100.85	136872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450786271	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	100.85	
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT	14.38		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP	1.76		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	0.54		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK	61.66		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	6.69		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP	0.54		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM	0.21		
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE	15.07		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular	0.00	113.57	136873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450783605	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	113.57	
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	6.69		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP	1.76		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN	12.72		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP	0.54		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK	61.66		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT	14.38		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM	0.21		
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE	15.07		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	0.54		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular	0.00	113.57	136874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
450790268	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL	0.00	113.57	
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE	15.07		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP	1.76		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT	14.38		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK	61.66		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM	0.21		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP	0.54		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN	12.72		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	0.54		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA	6.69		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular	0.00	95.71	136875

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
450795604	Invoice	06/01/2026	UNIFORM RENTAL FACILITIES		0.00	95.71	
	401-065-2236	SUPPLIES - UNIFORMS	BLACK TECHNICIAN PANTS		19.20		
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRT RED		5.29		
	401-065-2236	SUPPLIES - UNIFORMS	MENS GREY MIMIX WORK SHIR		6.35		
	401-065-2236	SUPPLIES - UNIFORMS	TWILL TAN CARGO PANTS		1.61		
	401-065-2236	SUPPLIES - UNIFORMS	JACKET SLASH POCKET		12.74		
	401-065-2236	SUPPLIES - UNIFORMS	INDUSTRIAL REGULAR FIT JEANS		6.35		
	401-065-2236	SUPPLIES - UNIFORMS	BUDGET PROTECTION PROGRA		21.99		
	401-065-2236	SUPPLIES - UNIFORMS	POLO SHIRT NAVY		7.22		
	401-065-2236	SUPPLIES - UNIFORMS	DELIVERY CHARGE		14.96		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular		0.00	113.57	136876
450795603	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL		0.00	113.57	
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		0.54		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		6.69		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN		12.72		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP		0.54		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT		14.38		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM		0.21		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP		1.76		
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE		15.07		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK		61.66		
3859	PRUDENTIAL OVERALL SUPPLY	06/01/2026	Regular		0.00	113.57	136877
450789597	Invoice	06/01/2026	JUDICIAL CUSTODIAL SUPPLIES RENTAL		0.00	113.57	
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" REN		12.72		
	401-016-2220	SUPPLIES - CLEANING	DELIVERY CHARGE		15.07		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		6.69		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK		61.66		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 42" FRA		0.54		
	401-016-2220	SUPPLIES - CLEANING	MAT 3X4 BLACK MMP		1.76		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ RENT		14.38		
	401-016-2220	SUPPLIES - CLEANING	PRFM DUST MOP BLUE 30" MM		0.21		
	401-016-2220	SUPPLIES - CLEANING	BLUE WET MOP 24 OZ MMP		0.54		
3233	SANDIA HEARING AIDS	06/01/2026	Regular		0.00	215.00	136878
3532296	Invoice	05/12/2026	Sandia Hearing - Hearing Tests		0.00	125.00	
	911-080-2272	CONTRACT - PROFESSION	Diagnostic Office Visit (Discount		35.00		
	911-080-2272	CONTRACT - PROFESSION	Diagnostic Industrial Testing		50.00		
	911-080-2272	CONTRACT - PROFESSION	Diagnostic Video Otoscopy		40.00		
INV0006047	Invoice	05/12/2026	Sandia Hearing - Hearing Tests		0.00	90.00	
	911-080-2272	CONTRACT - PROFESSION	Diagnostic Industrial Testing		50.00		
	911-080-2272	CONTRACT - PROFESSION	Diagnostic Video Otoscopy		40.00		
5426	SENERGY PETROLEUM, LLC	06/01/2026	Regular		0.00	8,907.42	136879
415510245	Invoice	05/18/2026	Bulk Fuel		0.00	8,907.42	
	402-060-2202	SUPPLIES - VEHICLE FUEL	Bulk Fuel		8,907.42		
3978	STAPLES BUSINESS ADVANTAGE	06/01/2026	Regular		0.00	75.04	136880

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		
6063202801	Invoice	05/14/2026	Office Supplies	0.00	75.04	
	401-030-2219	SUPPLIES - GENERAL OFFI	Stapes File Folders Letter size 10	23.67		
	401-030-2219	SUPPLIES - GENERAL OFFI	Ultra Duster Industrial Str Comp	16.97		
	401-030-2219	SUPPLIES - GENERAL OFFI	Saunders Storage Clipboard	26.14		
	401-030-2219	SUPPLIES - GENERAL OFFI	Staples Economy #64 Rubber Ba	8.26		
3978	STAPLES BUSINESS ADVANTAGE	06/01/2026	Regular	0.00	19.78	136881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6063202798	Invoice	05/14/2026	Office Supplies	0.00	19.78	
	401-030-2219	SUPPLIES - GENERAL OFFI	Stapes File Folders Letter size 10	19.78		
3978	STAPLES BUSINESS ADVANTAGE	06/01/2026	Regular	0.00	19.18	136882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6063273857	Invoice	05/14/2026	Office Supplies	0.00	19.18	
	401-030-2219	SUPPLIES - GENERAL OFFI	JAM Paper Catalog Envelope 7'x	19.18		
4887	SUPPLY CACHE INC	06/01/2026	Regular	0.00	691.13	136883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
356487A	Invoice	05/14/2026	Wildfire Boots- D3	0.00	691.13	
	408-091-2248	SUPPLIES - SAFETY	Helitack-C904V Wildfire Boot- Bl	650.00		
	408-091-2248	SUPPLIES - SAFETY	Shipping	41.13		
5296	THE MASTER'S TOUCH, LLC.	06/01/2026	Regular	0.00	9,510.14	136884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
100880	Invoice	05/14/2026	NOTICE OF VALUE MAIL	0.00	9,510.14	
	610-040-2221	PRINTING/PUBLISHING/A	NOTICE OF VALUE UNIVERSAL L	334.89		
	610-040-2221	PRINTING/PUBLISHING/A	NOTICE OF VALUE UNIVERSAL 9	68.25		
	610-040-2221	PRINTING/PUBLISHING/A	NOTICE OF VALUE UNIVERSAL L	140.14		
	610-040-2221	PRINTING/PUBLISHING/A	NOTICE OF VALUE UNIVERSAL E-	406.86		
	610-040-2221	PRINTING/PUBLISHING/A	NOTICE OF VALUE MAIL	8,560.00		
5341	TLC PLUMBING & UTILITY	06/01/2026	Regular	0.00	4,165.09	136885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#R689708-01	Invoice	05/14/2026	Dist 3 Water Heater Replacement	0.00	4,165.09	
	408-091-2215	MAINTENANCE & REPAIR	Dist 3 Water Heater Install	4,165.09		
4268	T-MOBILE USA, INC	06/01/2026	Regular	0.00	6,090.56	136886

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		
213497642/3.26	Invoice	06/01/2026	COUNTY CELL PHONE USAGE	0.00	6,090.56	
	401-096-2207	TELECOMMUNICATIONS	FINANCE MARCH	276.14		
	401-096-2207	TELECOMMUNICATIONS	PZ MARCH	293.76		
	401-096-2207	TELECOMMUNICATIONS	DWI MARCH	219.40		
	401-096-2207	TELECOMMUNICATIONS	ROAD DEPT MARCH	835.16		
	401-096-2207	TELECOMMUNICATIONS	SHERIFF MARCH	1,010.52		
	401-096-2207	TELECOMMUNICATIONS	CLERK MARCH	280.08		
	401-096-2207	TELECOMMUNICATIONS	COMMISSION MARCH	109.26		
	401-096-2207	TELECOMMUNICATIONS	COMMUNITY MONITOR MARCH	35.50		
	401-096-2207	TELECOMMUNICATIONS	MANAGER MARCH	348.44		
	401-096-2207	TELECOMMUNICATIONS	ASSESSOR MARCH	359.60		
	401-096-2207	TELECOMMUNICATIONS	TREASURER MARCH	388.62		
	401-096-2207	TELECOMMUNICATIONS	ANIMAL SERVICES MARCH	264.13		
	401-096-2207	TELECOMMUNICATIONS	MAINTENANCE MARCH	267.54		
	401-096-2207	TELECOMMUNICATIONS	PROBATE MARCH	35.50		
	407-091-2207	TELECOMMUNICATIONS	DIST 1 MARCH	36.42		
	408-091-2207	TELECOMMUNICATIONS	DIST 3 MARCH	40.54		
	413-091-2207	TELECOMMUNICATIONS	FIRE ADMIN PRIOR MARCH	504.16		
	416-083-2207	TELECOMMUNICATIONS/I	EMT/FF MARCH	497.19		
	604-083-2207	TELECOMMUNICATIONS	EMERGENCY MANAGEMENT M	109.26		
	911-080-2207	TELECOMMUNICATIONS	DISPATCH MARCH	179.34		
	Void	06/01/2026	Regular	0.00	0.00	136887
3289	TORRANCE COUNTY ROAD DEPARTMENT	06/01/2026	Regular	0.00	3,568.35	136888
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006051	Invoice	05/14/2026	Resolution 2023-37	0.00	3,568.35	
	685-008-2274	CONTRACT - PROPERTY C	Skidsteer- equipment	824.10		
	685-008-2274	CONTRACT - PROPERTY C	William-labor	967.50		
	685-008-2274	CONTRACT - PROPERTY C	Jacob-labor	326.25		
	685-008-2274	CONTRACT - PROPERTY C	Fran-labor	615.00		
	685-008-2274	CONTRACT - PROPERTY C	Stetson-labor	322.50		
	685-008-2274	CONTRACT - PROPERTY C	Loader-equipment	513.00		
1	WAGNER EQUIPMENT CO.	06/01/2026	Regular	0.00	1,610.36	136889
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S10W0942752	Invoice	05/18/2026	Parts for CAT equipment Jan-April	0.00	1,610.36	
	402-060-2244	MAINTENANCE & REPAIR	Parts for CAT equipment Jan-Ap	1,610.36		
VEN01565	WASH DEEZ MUTTS DOG GROOMING	06/01/2026	Regular	0.00	150.00	136890
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Bruce Almighty 0	Invoice	05/14/2026	Emergency grooming	0.00	150.00	
	401-082-2271	CONTRACT - OTHER SERV	Emergency grooming for shelter	150.00		
4384	WATERWAY OF NEW MEXICO	06/01/2026	Regular	0.00	12,358.79	136891
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4257	Invoice	05/19/2026	Pump Testing D3	0.00	1,704.00	
	408-091-2248	SUPPLIES - SAFETY	Pump Testing	1,600.00		
	408-091-2248	SUPPLIES - SAFETY	Tax	104.00		
4258	Invoice	05/19/2026	Hose and Ground Ladder Testing D3	0.00	3,977.14	
	408-091-2248	SUPPLIES - SAFETY	LADDER HEAT SENSORS	77.40		
	408-091-2248	SUPPLIES - SAFETY	Hose Testing	3,182.00		
	408-091-2248	SUPPLIES - SAFETY	Tax	242.74		
	408-091-2248	SUPPLIES - SAFETY	Ground Ladder Testing	475.00		
4263	Invoice	05/19/2026	Pump Testing D5	0.00	1,278.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	405-091-2248 SUPPLIES - SAFETY		Tax		78.00	
	405-091-2248 SUPPLIES - SAFETY		Pump Testing		1,200.00	
4264	Invoice	05/19/2026	Hose and Ground Ladder Testing D5	0.00	3,697.09	
	405-091-2248 SUPPLIES - SAFETY		Hose Testing		3,043.25	
	405-091-2248 SUPPLIES - SAFETY		LADDER HEATE SENSORS		103.20	
	405-091-2248 SUPPLIES - SAFETY		Ground Ladder Testing		325.00	
	405-091-2248 SUPPLIES - SAFETY		Tax		225.64	
4273	Invoice	05/19/2026	Hose and Ground Ladder Testing D1	0.00	1,702.56	
	407-091-2248 SUPPLIES - SAFETY		Hose Testing		1,461.50	
	407-091-2248 SUPPLIES - SAFETY		LADDER HEAT SENSORS		2.15	
	407-091-2248 SUPPLIES - SAFETY		Ground Ladder Testing		135.00	
	407-091-2248 SUPPLIES - SAFETY		Tax		103.91	
	Void	06/01/2026	Regular	0.00	0.00	136892
VEN01606	ADRIAN CASTILLO	06/03/2026	Regular	0.00	308.00	136893
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
PORTALES NM	Invoice	06/03/2026	TRAVEL TO PORTALES NM ACTIVE SHOOT	0.00	308.00	
	401-050-2205 TRAVEL - EMPLOYEES		TRAVEL TO PORTALES NM ACTIV		308.00	
419	AFLAC	06/03/2026	Regular	0.00	977.80	136894
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006128	Invoice	06/04/2026	Aflac	0.00	658.15	
	401-000-9001 Payroll Liabilities		Aflac		658.15	
INV0006129	Invoice	06/04/2026	Aflac	0.00	319.65	
	401-000-9001 Payroll Liabilities		Aflac		319.65	
859	BOUND TREE MEDICAL, LLC	06/03/2026	Regular	0.00	545.99	136895
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
86195653	Invoice	05/12/2026	Boundtree EMS	0.00	545.99	
	416-083-2230 SUPPLIES - MEDICAL		Acetaminophen Injection		545.99	
859	BOUND TREE MEDICAL, LLC	06/03/2026	Regular	0.00	539.01	136896
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
86184933A	Invoice	05/12/2026	Boundtree EMS	0.00	539.01	
	416-083-2230 SUPPLIES - MEDICAL		SAM Pelvic Sling II Oranfe/Blue		167.67	
	416-083-2230 SUPPLIES - MEDICAL		SAM Pelvic Sling II Oranfe/Blue		167.67	
	416-083-2230 SUPPLIES - MEDICAL		Luer Lock Tip Hypodermic Syrin		36.00	
	416-083-2230 SUPPLIES - MEDICAL		SAM Pelvic Sling II Oranfe/Blue L		167.67	
4270	COLONIAL LIFE	06/03/2026	Regular	0.00	447.09	136897
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
CM0000251	Credit Memo	05/28/2026	Colonial	0.00	-11.03	
	401-000-9001 Payroll Liabilities		Colonial		-11.03	
INV0006099	Invoice	05/21/2026	Colonial	0.00	11.03	
	401-000-9001 Payroll Liabilities		Colonial		11.03	
INV0006132	Invoice	06/04/2026	Colonial	0.00	175.69	
	401-000-9001 Payroll Liabilities		Colonial		175.69	
INV0006133	Invoice	06/04/2026	Colonial Post tax	0.00	271.40	
	401-000-9001 Payroll Liabilities		Colonial Post tax		271.40	
VEN01187	Dearborn Life Insurance Company	06/03/2026	Regular	0.00	556.74	136898

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		
INV0006130	Invoice	06/04/2026	VISION INSURANCE	0.00	522.49	
	401-000-9001	Payroll Liabilities	VISION INSURANCE	522.49		
INV0006131	Invoice	06/04/2026	VISION POST TAX	0.00	34.25	
	401-000-9001	Payroll Liabilities	VISION INSURANCE	34.25		
4834	DELTA DENTAL OF NEW MEXICO INC	06/03/2026	Regular	0.00	3,444.95	136899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006134	Invoice	06/04/2026	Dental Insurance	0.00	3,076.85	
	401-000-9001	Payroll Liabilities	Dental Insurance	3,076.85		
INV0006135	Invoice	06/04/2026	Dental Insurance	0.00	368.10	
	401-000-9001	Payroll Liabilities	Dental Insurance	368.10		
430	FLEMING CHEMICAL CO INC	06/03/2026	Regular	0.00	603.20	136900
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
60817	Invoice	05/12/2026	Cleaning Supplies for the Admin Building	0.00	603.20	
	401-015-2215	MAINTENANCE & REPAIR	Batteries AA 24 CT	17.15		
	401-015-2215	MAINTENANCE & REPAIR	Batteries AAA 24 CT	17.15		
	401-015-2220	SUPPLIES - CLEANING	Lysol Disinfecting Wipes. 1Ply 7x	74.38		
	401-015-2220	SUPPLIES - CLEANING	Dial Pro Antimicrobial Liquid Ha	28.26		
	401-015-2220	SUPPLIES - CLEANING	Fantastik Max All Purpose Clean	116.00		
	401-015-2220	SUPPLIES - CLEANING	Clorox Pro Toilet Cleaner With B	92.22		
	401-015-2220	SUPPLIES - CLEANING	Non-Hazardous Pruduct Xclelen	105.28		
	401-015-2220	SUPPLIES - CLEANING	WYPPALL Power Cleaner X80 HD	83.16		
	401-015-2220	SUPPLIES - CLEANING	UN 1760 Corrosive Liquids n.o.s	69.60		
4339	LIBERTY NATIONAL LIFE INSURANCE	06/03/2026	Regular	0.00	1,580.21	136901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CM0000253	Credit Memo	05/28/2026	Liberty Life Insurance	0.00	-13.52	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	-13.52		
CM0000254	Credit Memo	05/28/2026	Liberty Life Insurance	0.00	-3.50	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	-3.50		
INV0006101	Invoice	05/21/2026	Liberty Life Insurance	0.00	13.52	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	13.52		
INV0006102	Invoice	05/21/2026	Liberty Life Insurance	0.00	3.50	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	3.50		
INV0006140	Invoice	06/04/2026	Liberty Life Insurance	0.00	1,193.26	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	1,193.26		
INV0006141	Invoice	06/04/2026	Liberty Life Insurance	0.00	368.22	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	368.22		
INV0006142	Invoice	06/04/2026	Liberty Life Insurance	0.00	18.73	
	401-000-9001	Payroll Liabilities	Liberty LIfe Insurance	18.73		
5431	MCLEOD MEDICAL CENTERS OF NM INC	06/03/2026	Regular	0.00	110.00	136902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
700314	Invoice	05/12/2026	Anthony Master	0.00	110.00	
	402-060-2272	CONTRACT - PROFESSION	Anthony Master	110.00		
VEN01183	Metropolitan Life Insurance Company	06/03/2026	Regular	0.00	1,475.81	136903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0006143	Invoice	06/04/2026	MET LIFE LTD	0.00	810.22	
	401-000-9001	Payroll Liabilities	METLIFE DISABILITY	810.22		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
INV0006144	Invoice	06/04/2026	Metlife employer	0.00	659.23	
	401-000-9001	Payroll Liabilities	Metlife employer life and accide		659.23	
INV0006145	Invoice	06/04/2026	Metropolitan Supplemental Life	0.00	6.36	
	401-000-9001	Payroll Liabilities	Metropolitan Supplemental Pos		6.36	
4987	NEW YORK LIFE	06/03/2026	Regular	0.00	67.17	136904
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006147	Invoice	06/04/2026	New York Life Insurance	0.00	67.17	
	401-000-9001	Payroll Liabilities	New York Life Insurance		67.17	
1096	NM RETIREE HEALTH-CARE AUTHORI	06/03/2026	Regular	0.00	7,640.15	136905
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006120	Invoice	05/21/2026	Retiree Health Care	0.00	2.40	
	401-000-9001	Payroll Liabilities	Retiree Health Care		2.40	
INV0006150	Invoice	06/04/2026	Retiree Health Care	0.00	7,637.75	
	401-000-9001	Payroll Liabilities	Retiree Health Care		7,637.75	
1334	PITNEY BOWES BANK INC PURCHASE POWER	06/03/2026	Regular	0.00	1,000.00	136906
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
8000-9090-0137-	Invoice	05/28/2026	Pitney Bowes Postage and Fees	0.00	1,000.00	
	401-010-2206	POSTAGE	April Pitney Bowes Postage and		1,000.00	
2021	PRE-PAID LEGAL SERVICES, INC	06/03/2026	Regular	0.00	182.93	136907
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006139	Invoice	06/04/2026	Legal Shield	0.00	182.93	
	401-000-9001	Payroll Liabilities	Legal Shield		182.93	
VEN01463	STATE OF NEW MEXICO CHILD SUPPORT STATE	06/03/2026	Regular	0.00	193.85	136908
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006157	Invoice	06/04/2026	Child Suppot	0.00	193.85	
	401-000-9001	Payroll Liabilities	Child Support		193.85	
1335	TORRANCE COUNTY	06/03/2026	Regular	0.00	174.81	136909
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006152	Invoice	06/04/2026	Torrance County Property Tax	0.00	174.81	
	401-000-9001	Payroll Liabilities	Torrance County Property Tax		174.81	
5414	TX CHILD SUPPORT SDU	06/03/2026	Regular	0.00	249.69	136910
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006158	Invoice	06/04/2026	TX SDU CHILD SUPPORT	0.00	249.69	
	401-000-9001	Payroll Liabilities	TX SDU CHILD SUPPORT		249.69	
233	PUBLIC EMPLOYEES RETIREMENT	05/21/2026	Bank Draft	0.00	12,082.58	DFT0001570
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0006073	Invoice	05/21/2026	PERA Retirement	0.00	12,082.58	
	401-000-9001	Payroll Liabilities	PERA Retirement		12,082.58	
233	PUBLIC EMPLOYEES RETIREMENT	05/21/2026	Bank Draft	0.00	2,984.93	DFT0001571

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		
	INV0006074	Invoice	05/21/2026	PERA PICKUP FIRE	0.00	2,984.93
		401-000-9001	Payroll Liabilities	PERA PICKUP FIRE	2,984.93	
5380	VOYA HOLDINGS, INC.	05/21/2026	Bank Draft	0.00	3,015.90	DFT0001572
	INV0006080	Invoice	05/21/2026	Voya	0.00	3,015.90
		401-000-9001	Payroll Liabilities	Voya	3,015.90	
233	PUBLIC EMPLOYEES RETIREMENT	05/21/2026	Bank Draft	0.00	61,699.15	DFT0001573
	INV0006082	Invoice	05/21/2026	PERA Retirement	0.00	61,699.15
		401-000-9001	Payroll Liabilities	PERA Retirement	15,169.21	
		401-000-9001	Payroll Liabilities	PERA Retirement	28,962.14	
		401-000-9001	Payroll Liabilities	PERA PICKUP	11,899.07	
		401-000-9001	Payroll Liabilities	PERA PICKUP LAW	5,668.73	
448	NM TAXATION & REVENUE	05/21/2026	Bank Draft	0.00	8,909.40	DFT0001574
	INV0006085	Invoice	05/21/2026	State Tax	0.00	8,909.40
		401-000-9001	Payroll Liabilities	State Tax	8,909.40	
1656	INTERNAL REVENUE SERVICE	05/21/2026	Bank Draft	0.00	61,977.30	DFT0001575
	INV0006086	Invoice	05/21/2026	Federal Tax	0.00	61,977.30
		401-000-9001	Payroll Liabilities	FICA Tax	30,833.42	
		401-000-9001	Payroll Liabilities	Federal Tax	22,338.08	
		401-000-9001	Payroll Liabilities	Medicare Taxes	8,805.80	
233	PUBLIC EMPLOYEES RETIREMENT	05/21/2026	Bank Draft	0.00	404.90	DFT0001576
	INV0006091	Invoice	05/21/2026	PERA Retirement	0.00	404.90
		401-000-9001	Payroll Liabilities	PERA Retirement	404.90	
233	PUBLIC EMPLOYEES RETIREMENT	05/21/2026	Bank Draft	0.00	100.03	DFT0001577
	INV0006092	Invoice	05/21/2026	PERA PICKUP FIRE	0.00	100.03
		401-000-9001	Payroll Liabilities	PERA PICKUP FIRE	100.03	
448	NM TAXATION & REVENUE	05/21/2026	Bank Draft	0.00	31.81	DFT0001578
	INV0006096	Invoice	05/21/2026	State Tax	0.00	31.81
		401-000-9001	Payroll Liabilities	State Tax	31.81	
1656	INTERNAL REVENUE SERVICE	05/21/2026	Bank Draft	0.00	269.78	DFT0001579
	INV0006097	Invoice	05/21/2026	Federal Tax	0.00	269.78
		401-000-9001	Payroll Liabilities	Medicare Taxes	37.56	
		401-000-9001	Payroll Liabilities	Federal Tax	71.60	
		401-000-9001	Payroll Liabilities	FICA Tax	160.62	
5380	VOYA HOLDINGS, INC.	05/21/2026	Bank Draft	0.00	75.00	DFT0001580

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
					0.00	75.00	
INV0006109	Invoice	05/21/2026	Voya				
	401-000-9001	Payroll Liabilities		Voya		75.00	
233	PUBLIC EMPLOYEES RETIREMENT		05/21/2026	Bank Draft	0.00	567.66	DFT0001581
					0.00	567.66	
INV0006111	Invoice	05/21/2026	PERA Retirement				
	401-000-9001	Payroll Liabilities		PERA Retirement		402.35	
	401-000-9001	Payroll Liabilities		PERA PICKUP		165.31	
448	NM TAXATION & REVENUE		05/21/2026	Bank Draft	0.00	29.59	DFT0001582
					0.00	29.59	
INV0006112	Invoice	05/21/2026	State Tax				
	401-000-9001	Payroll Liabilities		State Tax		29.59	
1656	INTERNAL REVENUE SERVICE		05/21/2026	Bank Draft	0.00	2,053.94	DFT0001583
					0.00	2,053.94	
INV0006113	Invoice	05/21/2026	Federal Tax				
	401-000-9001	Payroll Liabilities		Federal Tax		28.08	
	401-000-9001	Payroll Liabilities		FICA Tax		1,641.88	
	401-000-9001	Payroll Liabilities		Medicare Taxes		383.98	
1656	INTERNAL REVENUE SERVICE		05/21/2026	Bank Draft	0.00	10.40	DFT0001586
					0.00	10.40	
INV0006115	Invoice	05/21/2026	Federal Tax				
	401-000-9001	Payroll Liabilities		Medicare Taxes		1.98	
	401-000-9001	Payroll Liabilities		FICA Tax		8.42	
5380	VOYA HOLDINGS, INC.		05/28/2026	Bank Draft	0.00	-75.00	DFT0001587
					0.00	-75.00	
CM0000260	Credit Memo	05/28/2026	Voya				
	401-000-9001	Payroll Liabilities		Voya		-75.00	
233	PUBLIC EMPLOYEES RETIREMENT		05/28/2026	Bank Draft	0.00	-425.43	DFT0001588
					0.00	-425.43	
CM0000261	Credit Memo	05/28/2026	PERA Retirement				
	401-000-9001	Payroll Liabilities		PERA Retirement		-301.54	
	401-000-9001	Payroll Liabilities		PERA PICKUP		-123.89	
1656	INTERNAL REVENUE SERVICE		05/28/2026	Bank Draft	0.00	-458.36	DFT0001589
					0.00	-458.36	
CM0000262	Credit Memo	05/28/2026	Federal Tax				
	401-000-9001	Payroll Liabilities		Medicare Taxes		-86.88	
	401-000-9001	Payroll Liabilities		FICA Tax		-371.48	
233	PUBLIC EMPLOYEES RETIREMENT		05/21/2026	Bank Draft	0.00	23.67	DFT0001590
					0.00	23.67	
INV0006118	Invoice	05/21/2026	PERA Retirement				
	401-000-9001	Payroll Liabilities		PERA Retirement		23.67	
233	PUBLIC EMPLOYEES RETIREMENT		05/21/2026	Bank Draft	0.00	5.85	DFT0001591

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		
INV0006119	Invoice	05/21/2026	PERA PICKUP FIRE		0.00	5.85	
	401-000-9001	Payroll Liabilities		PERA PICKUP FIRE	5.85		
448	NM TAXATION & REVENUE		05/21/2026	Bank Draft	0.00	9.03	DFT0001592
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
INV0006121	Invoice	05/21/2026	State Tax		0.00	9.03	
	401-000-9001	Payroll Liabilities		State Tax	9.03		
1656	INTERNAL REVENUE SERVICE		05/21/2026	Bank Draft	0.00	68.76	DFT0001593
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
INV0006122	Invoice	05/21/2026	Federal Tax		0.00	68.76	
	401-000-9001	Payroll Liabilities		Federal Tax	40.56		
	401-000-9001	Payroll Liabilities		FICA Tax	22.86		
	401-000-9001	Payroll Liabilities		Medicare Taxes	5.34		

Bank Code Main Checking Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	85	0.00	92,908.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-770.00
Bank Drafts	22	22	0.00	153,360.89
EFT's	12	6	0.00	4,042,409.26
	154	**117**	**0.00**	**4,287,908.37**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	120	85	0.00	92,908.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-770.00
Bank Drafts	22	22	0.00	153,360.89
EFT's	12	6	0.00	4,042,409.26
	154	**117**	**0.00**	**4,287,908.37**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2026	4,143,239.59
999	Pooled Cash	6/2026	144,668.78
			4,287,908.37



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 8 A

TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 A



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 B

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NEW MEXICO DEPARTMENT OF HEALTH
INTERGOVERNMENTAL GRANT AGREEMENT
AMENDMENT No. One

THIS AGREEMENT is made and entered into by and between the **NEW MEXICO DEPARTMENT OF HEALTH**, hereinafter referred to as the **Department,** acting through its Cabinet Secretary, and **TORRANCE COUNTY,** herein called the **Contractor**, acting through its duly appointed Governor(s).

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Amend Article III- Is hereby deleted in its entirety and replaced with the following:

2. Amend Attachment 2- Is hereby deleted in its entirety and replaced with the following:

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

Article III. Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost
The total amount of the monies payable to the Contractor under this agreement shall not exceed $63,000.00. The annual budget is attached hereto as "**Attachment 2 - Budget**" and incorporated herein by reference.

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ATTACHMENT 2

BUDGET

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Due Date
A. Coordinate with Cities Readiness Initiative (CRI) partners to act as a single planning jurisdiction in preparation for public health emergencies that require the distribution or dispensing of Strategic National Stockpile (SNS) assets	I. Copy of Signed Page for Single Planning Jurisdiction	FY26 Not to exceed $1,500.00 FY27 Not to exceed $1,000.00 FY28 Not to exceed $1,000.00 FY29 Not to exceed $1,000.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before September 30, 2026. Invoice upon completion. Must be invoiced on or before September 30, 2027. Invoice upon completion. Must be invoiced on or before September 30, 2028.
B. Each CRI jurisdiction will collaborate with the Bureau of Health and Emergency Management (BHEM) CRI State Readiness Manager to update the IPP yearly.	II. Develop and provide workplans for the Integrative Preparedness Plan (IPP).	FY26 Not to exceed $3,000.00 FY27 Not to exceed $1,500.00 FY28 Not to exceed $1,500.00 FY29 Not to exceed $1,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before March 30, 2027. Invoice upon completion. Must be invoiced on or before March 30, 2028. Invoice upon completion. Must be invoiced on or before March 30, 2029.
C. An employee from	I. Copy of electronic or	FY26 Not to exceed	Invoice upon

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jurisdiction will attend Partner's in Preparedness (PIP) Conference 2027-2029	manually signed attendance sheets.	$2,500.00 FY27 Not to exceed $1,500.00 FY28 Not to exceed $1,500.00 FY29 Not to exceed $1,500.00	completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.
D. Each jurisdiction will attend at least 75% of monthly CRI meetings for fiscal year *once CRI Intergovernmental Grant Agreement (IGA) is fully executed* and collaborate with BHEM to host CRI meetings (this includes providing meeting space and prepare the agenda for at least one monthly meeting)	I. Copy of sign-in sheets that prove a jurisdictional representative has attended 75% of CRI monthly meetings that will be held in-person on a quarterly basis, with virtual (TEAMS) meetings scheduled for the remaining months, starting once this IGA is fully executed. II. Hosting responsibilities include providing meeting space and preparing the agenda for at least one monthly meeting sent to the BHEM CRI State Readiness Manager by jurisdiction	FY26 Not to exceed $3,500.00 FY27 Not to exceed $3,500.00 FY28 Not to exceed $3,500.00 FY29 Not to exceed $3,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.
E. Participate in a CRI Call Down drill to test and validate the accuracy and reliability of critical contact information.	I. Copy of call down results and submit critical contact sheet	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before December 30, 2027. Invoice upon completion. Must

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			be invoiced on or before December 30, 2028. Invoice upon completion. Must be invoiced on or before December 30, 2029.
F. Jurisdictions will send a representative to the Functional-Capstone (300)	I. Provide copy of electronic sign-in sheet	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before March 30, 2027. Invoice upon completion. Must be invoiced on or before March 30, 2028. Invoice upon completion. Must be invoiced on or before March 30, 2029.
G. Jurisdictions will send a representative to the Administrative Preparedness TTX	I. Provide copy of electronic sign-in sheet	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before March 30, 2027. Invoice upon completion. Must be invoiced on or before March 30, 2028. Invoice upon completion. Must be invoiced on or before March 30, 2029.
Total Budget		$ 63,000.00	

All other articles of this contract remain the same.

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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 – County of Torrance

_____ Date:_____
Authorized Signatory

COUNTY MANAGER
Printed Title of Authorized Signatory

_____ Date:_____
Legal Counsel, Contractor, if applicable

Agency – DEPARMENT OF HEALTH

_____ Date:_____
Secretary or Designee, DOH

_____ Date:_____
Chief Financial Office, DOH

Approved as to legal form and sufficiency

_____ Date:_____
Office of General Counsel, DOH

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Agreement No.: 26 IGA 3050 00038

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, 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 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 **JUNE 30, 2029**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (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 Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (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.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **$72,000.00** 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.

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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 XXII, "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. Immediately upon 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; 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. Any non-expendable personal property or equipment provided to or

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purchased by the Contractor with contract 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

The Contractor shall maintain detailed expenditure records that indicate the date, 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 New Mexico Department of Finance and Administration and the New Mexico 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.

ARTICLE IX. Confidentiality

A. 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.

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

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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 of 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.

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

D. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
   i. CFDA Number – **93.069**
   ii. Program Title – **Public Health Emergency Preparedness Cooperative Agreement**

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iii. Agency/Office – **Center for Disease Control and Prevention (CDC) Office of Financial Resources**

iv. Grant Number – **6NU90TP922050-03.2.**

2. Contractor's Unique Entity ID (UEI) is **Q8N2MFFYFMC4**

E. 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).

F. 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.

G. 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.

ARTICLE XX. 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 XXI. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 3, Suspension and Debarment Form.**

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

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 –

Signed by:
Jordan Barela
55A8472EA95844B...
Authorized Signatory

Date: Jun 4, 2025 | 6:41 AM PDT

COUNTY MANAGER
Printed Title of Authorized Signatory

Legal Counsel, Contractor, if applicable

Date:

Agency – DEPARTMENT OF HEALTH

Signed by:
Dr. Miranda Durham
CFF48B83395A4E0...
Secretary or Designee, DOH

Date: Jun 4, 2025 | 9:34 PM MDT

DocuSigned by:
Shawnee Romo
11CA06D403674EF...
Chief Financial Officer, DOH

Date: Jun 4, 2025 | 9:31 AM MDT

Approved as to legal form and sufficiency.

DocuSigned by:
Joey Wright
7693383540894D9...
Office of General Counsel, DOH

Date: Jun 4, 2025 | 9:09 AM MDT

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

Attachment 1

Scope of Work

Provide emergency preparedness readiness for the mass distribution of CDC Strategic National Stockpile (SNS) Medical Countermeasures (MCM) within the Metropolitan Statistical Area (MSA) for the Cities Readiness Initiative (CRI) partners within the Albuquerque MSA.

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Attachment 2

Budget

The total amount of this agreement shall not exceed $72,000.00 based on an average of $18,000.00 per year.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Funding Information:

Task Description	Deliverable	Budget	Due Date
A. Coordinate with Cities Readiness Initiative (CRI) partners to act as a single planning jurisdiction in preparation for public health emergencies that require the distribution or dispensing of Strategic National Stockpile (SNS) assets	I. Copy of Signed Page for Single Planning Jurisdiction	FY26 Not to exceed $1,500.00 FY27 Not to exceed $1,500.00 FY28 Not to exceed $1,500.00 FY29 Not to exceed $1,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.

B. 1. Establish and coordinate working groups with CRI Partners to review and update the CRI Guidance Plan an Annexes for Fiscal Year (FY) 2026-2029 2. Each CRI jurisdiction will collaborate with the Bureau of Health and Emergency Management (BHEM) CRI State Readiness Manager to update the IPP yearly.	I. Review and update CRI Guidance plan and annexes, provide a copy of signed signature page to attest CRI Guidance Plan and annexes have been updated for FY26-FY29 to include a 2026-2029 date II. Develop and provide workplans for the Integrative Preparedness Plan (IPP).	FY26 Not to exceed $3,000.00 FY27 Not to exceed $3,000.00 FY28 Not to exceed $3,000.00 FY29 Not to exceed $3,000.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.
C. An employee from jurisdiction will attend Partner's in Preparedness (PIP) Conference 2026-2029	I. Copy of electronic or manually signed attendance sheets.	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

		FY29 Not to exceed $2,500.00	upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.
D. Each jurisdiction will attend at least 75% of monthly CRI meetings for fiscal year *once CRI Intergovernmental Grant Agreement (IGA) is fully executed* and collaborate with BHEM to host CRI meetings (this includes providing meeting space and prepare the agenda for at least one monthly meeting)	I. Copy of sign-in sheets that prove a jurisdictional representative has attended 75% of CRI monthly meetings that will be held in-person on a quarterly basis, with virtual (TEAMS) meetings scheduled for the remaining months, starting once this IGA is fully executed. II. Hosting responsibilities include providing meeting space and preparing the agenda for at least one monthly meeting sent to the BHEM CRI State Readiness Manager by jurisdiction	FY26 Not to exceed $3,500.00 FY27 Not to exceed $3,500.00 FY28 Not to exceed $3,500.00 FY29 Not to exceed $3,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion.

			Must be invoiced on or before June 30, 2028. Invoice upon completion. Must be invoiced on or before June 30, 2029.
E. 1. Test three (3) components of CRI Communications Plan 2. Provide Primary and Back-up Point-of-Contact (POC) for each jurisdiction to include individual who is an authorized signor for IGA's via e-mail.	I. Copy of communications tests results and roster II. Submit completed POC's via e-mail to the State Readiness Manager	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028.

			Invoice upon completion. Must be invoiced on or before June 30, 2029.
F. Jurisdictions will send a representative to the Biological Event Functional Exercise	I. Provide copy of electronic sign-in sheet	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028.

G. Jurisdictions will attend a Points of Dispensing (POD) Training 4-hr refresher course	I. Copy of electronic sign-in sheet	FY26 Not to exceed $2,500.00 FY27 Not to exceed $2,500.00 FY28 Not to exceed $2,500.00 FY29 Not to exceed $2,500.00	Invoice upon completion. Must be invoiced on or before June 30, 2026. Invoice upon completion. Must be invoiced on or before June 30, 2027. Invoice upon completion. Must be invoiced on or before June 30, 2028.
Total Budget		$72,000.00	

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

Attachment 3

DEPARTMENT OF HEALTH
Suspension and Debarment Form

A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the DEPARTMENT OF HEALTH(DOH), known throughout this contract as "Agency", the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

   (1) The Contractor shall provide immediate written notice to the Agency's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.

   (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor

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shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

Signed by:
By: Jordan Barela
55A8472EA95844B...
Contractor

Date: Jun 4, 2025 | 6:41 AM PDT

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

New Mexico Department of Health
Administrative Services Division
Grants Management Bureau

Subrecipient vs. Contractor Classification Checklist

Uniform Guidance § 200.331 Subrecipient and contractor determinations (2 CFR 200.331)

The Uniform Guidance last amended on April 3,2024 includes new definitions for *Subrecipients* and *Contractors*. Generally, determination of the relationship with an external entity is verified through review of the proposal, budget, and other related documents. In addition to or if the relationship remains unclear, this form can be used to help in making an accurate determination and provide documentation of the decision made.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

Instructions

Complete sections one and two by marking all characteristics that apply to the outside entity receiving Federal funds. The section with the greatest number of marked characteristics indicates the likely type of relationship the entity will have with the agency. On occasion there may be exceptions to the type of relationship indicated by the checklist. In these situations, the substance of the relationship should be given greater consideration than the form of agreement between the agency and the outside entity. Section three should be used to provide documentation on the use of judgment in determining the proper relationship classification.

Section 1: Subrecipient

Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in § 200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- ☐ 1. Determines who is eligible to receive what Federal assistance;
- ☐ 2. Has its performance measured in relation to whether objectives of a Federal program were met;
- ☐ 3. Has responsibility for programmatic decision-making;

☐ 4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

☐ 5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Section 2: Contractor

Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in § 200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

☑ 1. Provides the goods and services within normal business operations;

☑ 2. Provides similar goods or services to many different purchasers;

☑ 3. Normally operates in a competitive environment;

☑ 4. Provides goods or services that are ancillary to the operation of the Federal program; and

☑ 5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) ***Use of judgment in making determination.*** In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Explanation of Use of Judgment Determination:

Torrance County is a non grant receiving entity, they fit the module of a contractor more so than a sub

Final Determination:

☐ **Subrecipient**

☑ **Contractor**

1st Reviewer Name & Title: Elisha Evridge, State Readi
Reviewer Signature: Elisha Evridge Digitally signed by Elisha Evridge Date: 2025.04.29 12:20:49 -06'00'
Date: 4/29/25

Name of Entity: _____
Contract Number: _____
Assistance Listing Number (ALN): _____

2nd Reviewer Name & Title: _____
Reviewer Signature: _____
Date: _____

SAM.GOV®

TORRANCE, COUNTY OF

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Q8N2MFFYFMC4	**5EJD7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Sep 26, 2025**	
Physical Address	Mailing Address	
205 S 9TH ST And Allen **Estancia, New Mexico 87016** **United States**	**PO Box 48** **Estancia, New Mexico 87016-0048** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
New Mexico 01	**(blank) / (blank)**	**http://torrancecountynm.org/**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Sep 30, 2024	**Sep 26, 2024**	**May 26, 2009**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 16, 1903	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County
Local Government Owned

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**5EJD7**

Points of Contact

Electronic Business

Misty Witt, Finance Director	**PO Box 48** **Estancia, New Mexico 87016** **United States**
Kathyrn Hernandez, Treasurer	PO Box 48 Estancia, New Mexico 87016 United States

Government Business

Ruth Anna Abigail, Grants Administrator	**PO Box 48** **Estancia, New Mexico 87016** **United States**
Jordan Barela, County Manager	PO Box 48 Estancia, New Mexico 87016 United States

Past Performance

Jordan Barela, County Manager	**205 S Ninth ST** **Estancia, New Mexico 87016** **United States**
Misty Witt	205 S Ninth ST Estancia, New Mexico 87016 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**921190**	**Other General Government Support**

Disaster Response

This entity does not appear in the disaster response registry.

Docusign Envelope ID: 97C90CE8-4601-80B5-82D0-49D3AB288472

Date: May 13, 2025

Agency 66500
Supplier name: Torrance County
Supplier number: 0000054398
SHARE Billing Location: 106
SHARE Ship to Location:106
Department Code: 3050

Contract Type: IGA

This funding string below is being provided as certification that funds have been set aside for the proposed contract for ASD contract staff to create the purchase order and Contract Module.

Total compensation of Contract: $72,000.00

Brief description of Service: The vendor shall collaborate with the Department of Health and Cities Readiness Initiative (CRI) strategic partners to ensure that the CRI operates as a simple planning jurisdiction.

Complete necessary fields per your budgetary requirements. Add rows as needed. Must have total of all funding sources.

Split funding: No

Note: If contract crosses fiscal years only include the amounts for the current fiscal year purchase order.

Merchandise Amount	Fund	Dept	*Account	Sub Acct	Rpt Cat	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class
$1,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$3,000.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$2,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$3,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$2,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$2,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000
$2,500.00	06102	3050000000	535200			66500	DOH13BT26	DIRECT	20112300	126	J0000

Highlight **ONE** Below, if no PO will be processed.

Direct Pay/Policy Exemption
OPR
Non-Monetary

Approved by Authorized Funding Department:

Approved By: (type in name/title of individual)	Signature:	Date:
Christopher Emory		5/28/25
Jeff Lara		5/28/25



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 C

AMENDMENT NO.1
TO
PROFESSIONAL SERVICES CONTRACT
FOR THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL
JUVENILE JUSTICE CONTINUUM COORDINATOR SERVICES
BETWEEN TORRANCE COUNTY AND
REBECCA ARMSTRONG

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2026, by and between Torrance County, a political subdivision of the State of New Mexico ("County") and Rebecca Armstrong ("Contractor"), collectively referred to as the Parties.

WHEREAS, on April 14, 2025, Torrance County submitted RFP TC FY25-26-003 to identify contractor(s) to provide Juvenile Justice Continuum Coordinator services for the Estancia Valley Youth and Family Council ("EVYFC"); and

WHEREAS, on June 25, 2025, the Contractor was awarded a professional services contract to provide Juvenile Justice Continuum Coordinator services for EVYFC in Fiscal Year 2026; and

WHEREAS, the Contractor was evaluated and approved as an eligible contractor by the State of New Mexico Department of Children, Youth and Families to provide program services; and

WHEREAS, pursuant to the State of New Mexico Procurement Code, professional services contracts can be extended in one-year terms, for a cumulative term not to exceed four years; and

WHEREAS, the Parties agree to extend the Contractor's professional services contract an additional year, extending the term from July 1, 2026 through June 30, 2027, and to increase total compensation by an additional $47,000.00 for Fiscal Year 2027 based on funding made available for programming pursuant to CYFD Grant Agreement No. 25-690-3000-79641.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. "Term," shall be amended to read:

"This Amendment shall become effective upon approval of the Board of County Commissioners, herein referred to as the "Board," and shall be effective from July 1, 2026, through June 30, 2027. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional. one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract. including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD."

Section 2. "Limitation of Cost and Compensation," subsection A shall be amended to read:

The total amount made payable to the Contractor under this Agreement. excluding gross receipts tax and expenses, shall not exceed sixty thousand dollars and zero cents [$60,000 ($200 per session x 300 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto a "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in Attachment 2- Budget. This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

Attachment 2 – Budget shall be amended to read as follows:

Attachment 2 - Budget
Torrance County
Boys Council Facilitator Program

Torrance County $200 per session X 300 sessions Projected 120 youth served	$60,000
TOTAL ANNUAL PROGRAM BUDGET	**$60,000**

All other terms and conditions of the PSC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TORRANCE COUNTY

_____ _____
Ryan Schwebach, Chairperson Date

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____ _____

Michael Garcia
Torrance County Attorney

Date

CONTRACTOR

_____ _____

Robert Chavez

Date

APPENDIX C

DRAFT CONTRACT

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

JUVENILE JUSTICE CONTINUUM COORDINATOR

RFP #TC FY25-26-003

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the **"County"**), and **Rebecca Armstrong** (hereinafter referred to as **"Contractor"**).

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

WHEREAS, Contractor is qualified to provide such services; and

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

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

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

1. **Term**

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall be from July 01, 2025 through June 30, 2026. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement will result in a single source award. Contract award is contingent on contractor approval from CYFD.

2. **Statement of Work**

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

3. **Limitation of Cost and Compensation**

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed forty-seven thousand and zero cents [$47,000 ($200 per session x 235 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto as **"Attachment 2 - Budget"** and incorporated herein by reference. Payments shall only be made as outlined in **"Attachment 2- Budget."** This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **"Statement of Work- Attachment 1."** The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted fifteen (15) business days prior to the end of the fiscal year (June 30). Invoices received after such date WILL NOT BE PAID.

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

4. **Appropriations**

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

5. **Status of the Contractor**

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

6. **Termination**

A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination

settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.

D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.

E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.

F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

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

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

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

notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. Any alterations, changes, or amendments made to this agreement without the written acceptance of the County will not be considered valid and will be cause for immediate termination.

14. Merger

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

15. Penalties for violation of law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. Workers' Compensation

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

19. Records and Financial Audit

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

20. Disclaimer and Hold Harmless

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

21. Indemnification

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

22. Invalid Term or Condition

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

23. Enforcement of Agreement

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

24. Authority

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

25. Lobbying

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

26. Approval of Contractor Personnel

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

27. Survival

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

28. Succession

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

29. Force Majeure

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

30. Mediation

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

31. Notice to Proceed

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

32. Attorney's Fees

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

33. Cooperation

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

34. Incorporation and Order of Precedence

Request for Proposals No. TC FY25-26-003 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

A. Any contract amendment(s), in reverse chronological order; then
B. this contract itself; then

C. the Request for Proposals; then
D. the contractor's proposal; then
E. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification

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

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

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

37. Contractor's Payment of Property Taxes

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

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

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

39. Notices

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

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016

and

Contractor: Rebecca Armstrong
Address: 42 Mustang Mesa Trail
City, State, Zip: Tijeras, NM 87059

40. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 01, 2025.

By: Rebecca Armstrong Date: 7-1-2025
Contractor

Printed Name: Rebecca Armstrong

Address: 42 Mustang Mesa Trail, Tijeras, NM 87059

By: J. Barela Date: 6/25/2025
Torrance County Manager

Printed Name: J. Jordan Barela
Address: 205 S. Ninth Street, Estancia, NM 87016

By: Kristin Saavedra Date: Oct. 25. 2025
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA
Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25 day of June, 2025

Ryan Schwebach
Chairman, District II

Absent
Kevin McCall
Vice Chair, District I

Linda Jaramillo
Member, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

Attest:

Sylvia Chavez
Torrance County Clerk

TORRANCE COUNTY SEAL CLERK STATE OF NEW MEXICO

Attachment 1 –

Statement of Work Torrance County

The Torrance County Board of County Commissioners, herein after known as "Board," is contracting for a Juvenile Justice Continuum Coordinator, herein after known as "Coordinator" or "Subcontractor" who will work to coordinate and support the Estancia Valley Youth & Family Council (EVYFC), its programs, and its relationship with other agencies, and the local and state community. The increasing emphasis on prevention and early intervention. Work is performed as a contract, and the Continuum Coordinator is required to provide the necessary equipment needed to perform the job. The Continuum Coordinator ensures compliance with contractual requirements between the County of Torrance, herein after referred to as "County", Children Youth and Families Department (CYFD), and the EVYFC. The Continuum Coordinator will complete reports, collect, and verify data, work with the County to submit grant applications as necessary and foster relationships within the community that will benefit at-risk youth and their families. The Continuum Coordinator will strive to recruit youth who will participate in the activities of EVYFC. The Continuum Coordinator is responsible for submitting invoices to the County and CYFD and guarantees the accuracy of these and all submitted documents. The Contractor takes direction and supervision from the County and receives operational guidance from the EVYFC. "The Subcontractor 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.

ESSENTIAL FUNCTIONS
Duties and Responsibilities of the Continuum Coordinator

1. Ensure the EVYFC, and any programs developed by it, fulfills all goals, objectives and activities as agreed upon by the County and CYFD. Supervise subcontracted service providers to coordinate/oversee the program delivery of subcontract requirements including, but not limited to, the local Boys Council and Girls Circle.
2. Organize, coordinate, and provide staff support for the EVYFC and any development activities in conjunction with the EVYFC Chairperson. This includes preparing meeting agendas, handouts, meeting minutes, and presentations; coordinating an annual work session for EVYFC; expanding current services to include new venues; researching potential new evidence-based programs/services to determine feasibility and implementation strategies, and then facilitating implementations; and ensuring the continuity of information between EVYFC, its members, the County, CYFD and the community.
3. Inform CYFD's Program Manager of the date of each EVYFC meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of meeting.
4. Include and reference the CYFD and EVYFC logo in any correspondence and media communications.
5. Submit to the County monthly request for reimbursement of contractor and subcontractor services by the fifth (5) day of the following month, which the County shall review prior to submission to the CYFD Program Manager. Contractor will receive once per month payment by the twelfth (12) of each month. Failure to submit such financial reports may result in notice

to the Contractor of non-availability of funds and/or the denial of payment.

6. Submit requests for reimbursement by the due date of the fifteenth (15) day of the following month, unless otherwise approved by CYFD's Program Manager, in advance. Such requests will be submitted on CYFD Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the County. Failure to submit such financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment. Provide data reports as required by CYFD and the federal government, corresponding to the activities described in this Statement of Work and the Statement of Work produced by CYFD. Such reports will be submitted in a report format supplied by CYFD. These data reports will be submitted to the County by the fifth (5) of each month, and the County shall review prior to submission to the CYFD Program Manager. Data shall be submitted to CYFD by the due date of the fifteenth (15) day of the following month, unless otherwise approved by CYFD's Program Manager, in advance. Failure to submit such program data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment.
7. Attend meetings as required by the County and/or CYFD.
8. Complete field work required in conducting community relations activities and juvenile delinquency diversion programs and prevention programs.
9. Complete minimal out-of-town travel as required by the County and/or CYFD.
10. Participate and agree to periodic on-site monitoring visits by the County and/or CYFD upon reasonable notice to the Contractor prior to each visit.
11. Understand and Apply the required principles of trauma responsive care to their programming, policy and procedures and interactions with all children/youth and their families, especially those youth in or at risk of entering state custody and their families. These requirements are documented and included with the Continuum of Graduated Sanctions Agreement 21-690-3200-20847.
12. Submit to CYFD a written "Final Report," following review and approval by the County, no later than 30 days after the termination of this Agreement and such other reports deemed necessary by CYFD. 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. plan for sustainability of programs/services.

If the goods or services are not included in the Offeror's proposal, they cannot be added later.

Minimum Qualifications:

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

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

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

PREFERRED QUALIFICATIONS:

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

5. Associate or bachelor's Degree.

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

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

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

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

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

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

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

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

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

DISCLAIMER

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

Attachment 2 – Budget

Torrance County
Juvenile Justice Continuum Coordinator

Continuum Coordinator $31x1500	$46,500.00
Travel:	$500.00
Youth Committee:	$480.00
15% Youth Program Support	$34,122.00
TOTAL ANNUAL PROGRAM BUDGET	**$81,602.00**



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 D

AMENDMENT NO.1
TO
PROFESSIONAL SERVICES CONTRACT
FOR THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL (EVYFC)
GIRLS CIRCLE SERVICES IN THE ESTANCIA VALLEY
BETWEEN TORRANCE COUNTY AND
JESSICA LOVE

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2026, by and between Torrance County, a political subdivision of the State of New Mexico ("County") and Jessica Love ("Contractor"), collectively referred to as the Parties.

WHEREAS, on April 14, 2025, Torrance County submitted RFP TC FY25-26-001 to identify contractors to provide Girls Circle Facilitators for the Estancia Valley Youth and Family Council ("EVYFC"); and

WHEREAS, on June 25, 2025, the Contractor was awarded a professional services contract to provide Girls Circle Facilitation services for EVYFC in Fiscal Year 2026; and

WHEREAS, the Contractor was evaluated and approved as an eligible contractor by the State of New Mexico Department of Children, Youth and Families to provide program services; and

WHEREAS, pursuant to the State of New Mexico Procurement Code, professional services contracts can be extended in one-year terms, for a cumulative term not to exceed four years; and

WHEREAS, the Parties agree to extend the Contractor's professional services contract an additional year, extending the term from July 1, 2026, through June 30, 2027, and to increase total compensation by an additional $60,000.00 for Fiscal Year 2027 based on funding made available for programming pursuant to CYFD Grant Agreement No. 25-690-3000-79641.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. "Term," shall be amended to read:

"This Amendment shall become effective upon approval of the Board of County Commissioners, herein referred to as the "Board," and shall be effective from July 1, 2026, through June 30, 2027. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional. one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract. including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD."

Section 2. "Limitation of Cost and Compensation," subsection A shall be amended to read:

The total amount made payable to the Contractor under this Agreement. excluding gross receipts tax and expenses, shall not exceed sixty thousand dollars and zero cents [$60,000 ($200 per session x 300 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto a "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in Attachment 2- Budget. This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

Attachment 2 – Budget shall be amended to read as follows:

Attachment 2 - Budget
Torrance County
Girls Circle Facilitator Program

Torrance County *$200 per session X 600 sessions* *Projected 120 youth served*	*$120,000*
TOTAL ANNUAL PROGRAM BUDGET	***$120,000***

All other terms and conditions of the professional services shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TORRANCE COUNTY

_____ _____
Ryan Schwebach, Chairperson Date

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

Michael Garcia
Torrance County Attorney

Date

CONTRACTOR

Serena Ortiz

Date

APPENDIX C

DRAFT CONTRACT

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

GIRLS' CIRCLE FACILITATOR

RFP #TC FY25-26-001

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the **"County"**), and Jessica Love (hereinafter referred to as **"Contractor"**).

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

WHEREAS, Contractor is qualified to provide such services; and

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

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

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

1. **Term**

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall be from July 01, 2025 through June 30, 2026. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD.

2. **Statement of Work**

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

3. **Limitation of Cost and Compensation**

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed thirty-one thousand, four hundred, and zero cents [$31,400 ($200 per session x 157 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto as **"Attachment 2 - Budget"** and incorporated herein by reference. Payments shall only be made as outlined in **"Attachment 2- Budget."** This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **"Statement of Work- Attachment 1."** The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted fifteen (15) business days prior to the end of the fiscal year (June 30). Invoices received after such date WILL NOT BE PAID.

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

4. **Appropriations**

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

5. **Status of the Contractor**

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

6. **Termination**

A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement

costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.

D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.

E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.

F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

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

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

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

notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. Any alterations, changes, or amendments made to this agreement without the written acceptance of the County will not be considered valid and will be cause for immediate termination.

14. Merger

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

15. Penalties for violation of law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. Workers' Compensation

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

19. Records and Financial Audit

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

20. Disclaimer and Hold Harmless

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

21. Indemnification

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

22. Invalid Term or Condition

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

23. Enforcement of Agreement

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

24. Authority

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

25. Lobbying

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

26. Approval of Contractor Personnel

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

27. Survival

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

28. Succession

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

29. Force Majeure

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

30. Mediation

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

31. Notice to Proceed

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

32. Attorney's Fees

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

33. Cooperation

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

34. Incorporation and Order of Precedence

Request for Proposals No. TC FY25-26-001 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

A. Any contract amendment(s), in reverse chronological order; then
B. this contract itself; then

C. the Request for Proposals; then
D. the contractor's proposal; then
E. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification

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

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

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

37. Contractor's Payment of Property Taxes

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

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

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

39. Notices

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

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016

and

Contractor: Jessica Love
Address: 74 High Vista Ct.
City, State, Zip: Moriarty, NM 87035

40. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective:

July 01, 2025.

By: Jessica Love Date: June 25, 2025
Contractor

Printed Name: Jessica Love

Address: 74 High Vista Ct., Moriarty, NM 87035

By: _____ Date: 6/20/25
Torrance County Manager

Printed Name: J. Jordan Barela
Address: 205 S. Ninth Street, Estancia, NM 87016

By: _____ Date: Oct. 25, 2025
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA
Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25 day of June, 2025

Ryan Schwebach
Chairman, District II

Absent
Kevin McCall
Vice Chair, District I

Linda Jaramillo
Member, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

Attest:
Sylvia Chavez
Torrance County Clerk

TORRANCE COUNTY SEAL STATE OF NEW MEXICO CLERK

Attachment 1 – Statement of Work

Torrance County

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

The statement of work consists of services provided by the Facilitator who will work to coordinate and support the Juvenile Justice Continuum of Graduated Sanctions Program. The Facilitator ensures compliance with contractual requirements with the County of Torrance, herein after referred to as "County." The Facilitator will conduct youth sessions, complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Facilitator will work with the County, Juvenile Justice Continuum Coordinator (JJCC), and the Estancia Valley Youth and Family Council (EVYFC) to facilitate the gender-specific Girls Circle Program that utilizes the One Circle Foundation Council Model called The Girls Circle for Girls and Young Women. The full Statement of Work is included as part of the "Professional Services Contract" which is provided in part in the "Additional Information" section.

Essential Job Functions and Responsibilities:

Duties and Responsibilities of the Girls Circle Facilitator:

1. Fulfills all goals, objectives, and activities of the Gender-Specific Girls Circle Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EVYFC) Continuum Coordinator, herein after known as the "Continuum Coordinator," to ensure all quality standards and goals are met. Shall provide quarterly updates to the EVYFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the FY26 Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant's monthly log by the 5th day of the following month.
6. Conduct One Circle Foundation approved entry and exit surveys (The Girls Circle Survey) for each participant.

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

DEMOGRAPHICS:

1. Name, Date of Birth
2. Address, City, State and Zip Code;
3. Race/Ethnicity;
4. Population Served;
   a. At-Risk Youth;
   b. First Time Offender;
   c. Repeat Offender;
   d. Sex Offender;
   e. Status Offender; and
   f. Violent Offender.
5. Youth Currently in Detention;
6. Gender
   c. Male;
   d. Female; or
   e. Transgender.
7. Month and Year of Birth;
8. Geographic Location;
   a. Urban;
   b. Tribal;
   c. Rural; or
   d. Frontier
9. Other Population Information;
   a. Mental Health;
   b. Substance Abuse;
   c. Truant/Dropout; and
   d. Pregnant.
10. Referral Source;
11. Days/Times Program is Held;
12. Program Attendance; and
13. Program Participation.

CORE MEASURES:

1. New youth admissions during this reporting period;
2. Number of program youth carried over from previous reporting period;
3. Total number of youth in the program;
4. Total number of youth who exited the program during the reporting period;
5. Number of youth who exited the program having completed the program requirements during the reporting period;
6. Percent of youth who successfully completed the program;
7. How many youth is your program designed to serve;
8. Number of current program youth who had an arrest during the reporting period;
9. Number of current program youth who were committed to a juvenile facility during the reporting period;
10. Number of current program youth who had a re-arrest during the reporting period;
11. Number of program youth who were re-committed during the reporting period;
12. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
13. Number of program youth with gang activity; and
14. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR GIRLS CIRCLE:

Program Specific as 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:

1. Thirty percent (30%) of youth report higher school attachment or engagement;
2. Thirty percent (30%) of youth report avoiding self-harm;
3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;
4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

If the goods or services are not included in the Offeror's proposal, they cannot be added later.

Minimum Qualifications:

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

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

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

PREFERRED QUALIFICATIONS:

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

5. Associate or bachelor's Degree.

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

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

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

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

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

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

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

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

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

DISCLAIMER

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

Attachment 2 – Budget

Torrance County
Girls Circle Facilitator Program

Torrance County $200 per session X 471 sessions Projected 120 youth served.	$94,200.00
TOTAL ANNUAL PROGRAM BUDGET	**$94,200.00**

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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 E

AMENDMENT NO.1
TO
PROFESSIONAL SERVICES CONTRACT
FOR THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL (EVYFC)
GIRLS CIRCLE SERVICES IN THE ESTANCIA VALLEY
BETWEEN TORRANCE COUNTY AND
SERENA ORTIZ

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2026, by and between Torrance County, a political subdivision of the State of New Mexico ("County") and Serena Ortiz ("Contractor"), collectively referred to as the Parties.

WHEREAS, on April 14, 2025, Torrance County submitted RFP TC FY25-26-001 to identify contractors to provide Girls Circle Facilitators for the Estancia Valley Youth and Family Council ("EVYFC"); and

WHEREAS, on June 25, 2025, the Contractor was awarded a professional services contract to provide Girls Circle Facilitation services for EVYFC in Fiscal Year 2026; and

WHEREAS, the Contractor was evaluated and approved as an eligible contractor by the State of New Mexico Department of Children, Youth and Families to provide program services; and

WHEREAS, pursuant to the State of New Mexico Procurement Code, professional services contracts can be extended in one-year terms, for a cumulative term not to exceed four years; and

WHEREAS, the Parties agree to extend the Contractor's professional services contract an additional year, extending the term from July 1, 2026 through June 30, 2027, and to increase total compensation by an additional $60,000.00 for Fiscal Year 2027 based on funding made available for programming pursuant to CYFD Grant Agreement No. 25-690-3000-79641.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. "Term," shall be amended to read:

"This Amendment shall become effective upon approval of the Board of County Commissioners, herein referred to as the "Board," and shall be effective from July 1, 2026, through June 30, 2027. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional. one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract. including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD."

Section 2. "Limitation of Cost and Compensation," subsection A shall be amended to read:

The total amount made payable to the Contractor under this Agreement. excluding gross receipts tax and expenses, shall not exceed sixty thousand dollars and zero cents [$60,000 ($200 per session x 300 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto a "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in Attachment 2- Budget. This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

Attachment 2 – Budget shall be amended to read as follows:

Attachment 2 - Budget
Torrance County
Girls Circle Facilitator Program

Torrance County *$200 per session X 600 sessions*	*$120,000*
Projected 120 youth served	
TOTAL ANNUAL PROGRAM BUDGET	***$120,000***

All other terms and conditions of the professional services contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

TORRANCE COUNTY

_____ _____
Ryan Schwebach, Chairperson Date

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____ _____

Michael Garcia
Torrance County Attorney

Date

CONTRACTOR

_____ _____

Serena Ortiz

Date

APPENDIX C

DRAFT CONTRACT

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

GIRLS' CIRCLE FACILITATOR

RFP #TC FY25-26-001

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the **"County"**), and Serena Ortiz (hereinafter referred to as **"Contractor"**).

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

WHEREAS, Contractor is qualified to provide such services; and

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

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

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

1. **Term**

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall be from July 01, 2025 through June 30, 2026. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD.

2. **Statement of Work**

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

3. **Limitation of Cost and Compensation**

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed thirty-one thousand, four hundred, and zero cents [$31,400 ($200 per session x 157 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto as **"Attachment 2 - Budget"** and incorporated herein by reference. Payments shall only be made as outlined in **"Attachment 2- Budget."** This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **"Statement of Work- Attachment 1."** The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted fifteen (15) business days prior to the end of the fiscal year (June 30). Invoices received after such date WILL NOT BE PAID.

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

4. **Appropriations**

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

5. **Status of the Contractor**

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

6. **Termination**

A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination settlement

costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.

D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.

E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.

F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

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

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

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

notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. Any alterations, changes, or amendments made to this agreement without the written acceptance of the County will not be considered valid and will be cause for immediate termination.

14. Merger

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

15. Penalties for violation of law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. Workers' Compensation

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

19. Records and Financial Audit

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

20. Disclaimer and Hold Harmless

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

21. Indemnification

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

22. Invalid Term or Condition

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

23. Enforcement of Agreement

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

24. Authority

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

25. Lobbying

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

26. Approval of Contractor Personnel

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

27. Survival

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

28. Succession

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

29. Force Majeure

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

30. Mediation

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

31. Notice to Proceed

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

32. Attorney's Fees

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

33. Cooperation

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

34. Incorporation and Order of Precedence

Request for Proposals No. TC FY25-26-001 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

A. Any contract amendment(s), in reverse chronological order; then
B. this contract itself; then

C. the Request for Proposals; then
D. the contractor's proposal; then
E. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification

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

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

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

37. Contractor's Payment of Property Taxes

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

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

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

39. Notices

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

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016

and

Contractor: Serena Ortiz
Address: 258 Dinkle Rd.
City, State, Zip: Edgewood, NM 87015

40. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective:

July 01, 2025.

By: Serena Ortiz Date: June 25, 2025
Contractor

Printed Name: Serena Ortiz

Address: 258 Dinkle Rd., Edgewood, NM 87015

By: J. Barela Date: 6/30/2025
Torrance County Manager

Printed Name: J. Jordan Barela
Address: 205 S. Ninth Street, Estancia, NM 87016

By: Kristin Saavedra Date: 06.25.2025
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA
Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25 day of June, 2025

Ryan Schwebach
Chairman, District II

Absent
Kevin McCall
Vice Chair, District I

Linda Jaramillo
Member, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

Attest:

Sylvia Chavez
Torrance County Clerk

TORRANCE COUNTY SEAL STATE OF NEW MEXICO CLERK

Attachment 1 – Statement of Work

Torrance County

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

The statement of work consists of services provided by the Facilitator who will work to coordinate and support the Juvenile Justice Continuum of Graduated Sanctions Program. The Facilitator ensures compliance with contractual requirements with the County of Torrance, herein after referred to as "County." The Facilitator will conduct youth sessions, complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Facilitator will work with the County, Juvenile Justice Continuum Coordinator (JJCC), and the Estancia Valley Youth and Family Council (EVYFC) to facilitate the gender-specific Girls Circle Program that utilizes the One Circle Foundation Council Model called The Girls Circle for Girls and Young Women. The full Statement of Work is included as part of the "Professional Services Contract" which is provided in part in the "Additional Information" section.

Essential Job Functions and Responsibilities:

Duties and Responsibilities of the Girls Circle Facilitator:

1. Fulfills all goals, objectives, and activities of the Gender-Specific Girls Circle Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EVYFC) Continuum Coordinator, herein after known as the "Continuum Coordinator," to ensure all quality standards and goals are met. Shall provide quarterly updates to the EVYFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the FY26 Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant's monthly log by the 5th day of the following month.
6. Conduct One Circle Foundation approved entry and exit surveys (The Girls Circle Survey) for each participant.

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

DEMOGRAPHICS:

1. Name, Date of Birth
2. Address, City, State and Zip Code;
3. Race/Ethnicity;
4. Population Served;
   a. At-Risk Youth;
   b. First Time Offender;
   c. Repeat Offender;
   d. Sex Offender;
   e. Status Offender; and
   f. Violent Offender.
5. Youth Currently in Detention;
6. Gender
   c. Male;
   d. Female; or
   e. Transgender.
7. Month and Year of Birth;
8. Geographic Location;
   a. Urban;
   b. Tribal;
   c. Rural; or
   d. Frontier
9. Other Population Information;
   a. Mental Health;
   b. Substance Abuse;
   c. Truant/Dropout; and
   d. Pregnant.
10. Referral Source;
11. Days/Times Program is Held;
12. Program Attendance; and
13. Program Participation.

CORE MEASURES:

1. New youth admissions during this reporting period;
2. Number of program youth carried over from previous reporting period;
3. Total number of youth in the program;
4. Total number of youth who exited the program during the reporting period;
5. Number of youth who exited the program having completed the program requirements during the reporting period;
6. Percent of youth who successfully completed the program;
7. How many youth is your program designed to serve;
8. Number of current program youth who had an arrest during the reporting period;
9. Number of current program youth who were committed to a juvenile facility during the reporting period;
10. Number of current program youth who had a re-arrest during the reporting period;
11. Number of program youth who were re-committed during the reporting period;
12. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
13. Number of program youth with gang activity; and
14. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR GIRLS CIRCLE:

Program Specific as 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:

1. Thirty percent (30%) of youth report higher school attachment or engagement;
2. Thirty percent (30%) of youth report avoiding self-harm;
3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;
4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

If the goods or services are not included in the Offeror's proposal, they cannot be added later.

Minimum Qualifications:

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

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

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

PREFERRED QUALIFICATIONS:

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

5. Associate or bachelor's Degree.

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

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

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

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

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

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

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

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

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

DISCLAIMER

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

Attachment 2 – Budget

Torrance County
Girls Circle Facilitator Program

Torrance County $200 per session X 471 sessions Projected 120 youth served.	$94,200.00
TOTAL ANNUAL PROGRAM BUDGET	**$94,200.00**

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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 F

AMENDMENT NO.1
TO
PROFESSIONAL SERVICES CONTRACT
FOR THE ESTANCIA VALLEY YOUTH & FAMILY COUNCIL (EVYFC)
BOYS COUNCIL SERVICES IN THE ESTANCIA VALLEY
BETWEEN TORRANCE COUNTY AND
ROBERT CHAVEZ

THIS AMENDMENT is made and entered into as of this _____ day of_____, 2026, by and between Torrance County, a political subdivision of the State of New Mexico ("County") and Robert Chavez ("Contractor"), collectively referred to as the Parties.

WHEREAS, on April 14, 2025, Torrance County submitted RFP TC FY25-26-002 to identify contractors to provide Boys Council Facilitators for the Estancia Valley Youth and Family Council ("EVYFC"); and

WHEREAS, on June 25, 2025, the Contractor was awarded a professional services contract to provide Boys Council Facilitation services for EVYFC in Fiscal Year 2026; and

WHEREAS, the Contractor was evaluated and approved as an eligible contractor by the State of New Mexico Department of Children, Youth and Families to provide program services; and

WHEREAS, pursuant to the State of New Mexico Procurement Code, professional services contracts can be extended in one-year terms, for a cumulative term not to exceed four years; and

WHEREAS, the Parties agree to extend the Contractor's professional services contract an additional year, extending the term from July 1, 2026 through June 30, 2027, and to increase total compensation by an additional $60,000.00 for Fiscal Year 2027 based on funding made available for programming pursuant to CYFD Grant Agreement No. 25-690-3000-79641.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. "Term," shall be amended to read:

"This Amendment shall become effective upon approval of the Board of County Commissioners, herein referred to as the "Board," and shall be effective from July 1, 2026, through June 30, 2027. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional. one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract. including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Girls Circle Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD."

Section 2. "Limitation of Cost and Compensation," subsection A shall be amended to read:

The total amount made payable to the Contractor under this Agreement. excluding gross receipts tax and expenses, shall not exceed sixty thousand dollars and zero cents [$60,000 ($200 per session x 300 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto a "Attachment 2 - Budget" and incorporated herein by reference. Payments shall only be made as outlined in Attachment 2- Budget. This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

Attachment 2 – Budget shall be amended to read as follows:

Attachment 2 - Budget
Torrance County
Boys Council Facilitator Program

Torrance County *$200 per session X 300 sessions* *Projected 120 youth served*	*$60,000*
TOTAL ANNUAL PROGRAM BUDGET	***$60,000***

All other terms and conditions of the professional services contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TORRANCE COUNTY

_____ _____
Ryan Schwebach, Chairperson Date

ATTEST:

_____ _____
Sylvia Chavez, Torrance County Clerk Date

APPROVED AS TO FORM:

_____ _____

Michael Garcia
Torrance County Attorney

Date

CONTRACTOR

_____ _____

Robert Chavez

Date

APPENDIX C

DRAFT CONTRACT

TORRANCE COUNTY PROFESSIONAL SERVICES AGREEMENT

BOYS COUNCIL FACILITATOR

RFP #TC FY25-26-002

The Agreement included in this Appendix C represents the contract the County intends to use to make an award. The State of New Mexico and/or Torrance County reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

THIS AGREEMENT is made and entered into by and between **Torrance County**, New Mexico (hereinafter referred to as the **"County"**), and Robert C. Chavez (hereinafter referred to as **"Contractor"**).

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

WHEREAS, Contractor is qualified to provide such services; and

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

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

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

1. **Term**

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall be from July 01, 2025 through June 30, 2026. The contract may only be renewed upon Commission approval for no more than one (1) year term at a time, for up to three (3) additional, one (1) year terms unless terminated as provided by the contract or law. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multiple source award. Funding for the Boys Council Program as provided by the Children, Youth, and Families Department (CYFD) could be shared by multiple facilitators. Contract award is contingent on contractor approval from CYFD.

2. **Statement of Work**

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

3. **Limitation of Cost and Compensation**

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed thirty-nine thousand, eight hundred, and zero cents [$39,800 ($200 per session x 199 sessions)] for any fiscal year period and as approved by CYFD in Agreement No. 25-690-3000-79641. The annual budget is attached hereto as **"Attachment 2 - Budget"** and incorporated herein by reference. Payments shall only be made as outlined in **"Attachment 2- Budget."** This amount is contingent on funding received from CYFD. Once funding has been received, this amount can be amended as needed as required by CYFD. Any amount, either the total amount listed in this contract, or the amended amount, is set and non-negotiable.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the **"Statement of Work- Attachment 1."** The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted fifteen (15) business days prior to the end of the fiscal year (June 30). Invoices received after such date WILL NOT BE PAID.

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

4. **Appropriations**

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

5. **Status of the Contractor**

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

6. **Termination**

A. This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no less than fifteen (15) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by either party for its convenience, provided that the other party is given 1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

C. If termination for default is instituted by the County, an equitable adjustment in the price provided for in this Agreement may be made, but (1) no amount shall be allowed for anticipated profit on unperformed services for other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of the Contractor's default. Upon termination, Contractor will be paid a reasonable amount for services rendered and expenses incurred prior to the termination, in addition to termination

settlement costs reasonably incurred by the Contractor relating to commitments which have become firm prior to the termination.

D. Upon receipt of a termination action under Paragraph (a) or (b) above, the Contractor shall 1) promptly discontinue all affected work (unless the notice directs otherwise) and 2) deliver or otherwise make available to the County all data, reports, and such other information and materials as may have been accumulated by the Contractor in performing its contract, whether completed or in process.

E. Upon termination under Paragraphs (a) or (b) above, the County may take over the work and may award another party a contract to complete the work under this Agreement.

F. If after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the County. In such an event, adjustment of the agreement price shall be made as provided in Paragraph C of this clause.

7. Assignment

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

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the

Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act

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

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

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

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

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

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

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories. Any alterations, changes, or amendments made to this agreement without the written acceptance of the County will not be considered valid and will be cause for immediate termination.

14. Merger

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

15. Penalties for violation of law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. **Workers' Compensation**

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

19. **Records and Financial Audit**

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

20. **Disclaimer and Hold Harmless**

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

21. **Indemnification**

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

22. **Invalid Term or Condition**

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

23. Enforcement of Agreement

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

24. Authority

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

25. Lobbying

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

26. Approval of Contractor Personnel

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

27. Survival

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

28. Succession

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

29. Force Majeure

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

30. Mediation

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

31. Notice to Proceed

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

32. Attorney's Fees

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

33. Cooperation

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

34. Incorporation and Order of Precedence

Request for Proposals No. TC FY25-26-002 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

A. Any contract amendment(s), in reverse chronological order; then
B. this contract itself; then

C. the Request for Proposals; then
D. the contractor's proposal; then
E. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

35. Patent, Copyright, Trademark and Trade Secret Indemnification

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

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

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of $1,000,000.00 per occurrence/ $2,000,000.00 aggregate with County of Torrance, County of Torrance Board of Commissioners, County Departments, and County Employees listed as Additional Insured.

37. Contractor's Payment of Property Taxes

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

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

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

39. Notices

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

Torrance County
c/o County Manager
P. O. Box 48
Estancia, NM 87016

and

Contractor: Robert C. Chavez
Address: PO Box 2971
City, State, Zip: Moriarty, NM 87035

40. APPROVAL REQUIRED.

This Agreement shall not become effective until signed by both parties.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement effective July 01, 2025.

By: Robert C. Chavez Date: 07.01.2025
Contractor

Printed Name: [signature]

Address: PO Box 2971 Moriarty NM 87035

By: [signature] Date: 6/25/2025
Torrance County Manager

Printed Name: J. Jordan Barela
Address: 205 S. Ninth Street, Estancia, NM 87016

By: [signature] Date: 06.25.2025
Torrance County Purchasing Agent

Printed Name: KRISTIN SAAVEDRA
Address: 205 S. Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 25 day of June, 2025

Ryan Schwebach
Chairman, District II

Absent
Kevin McCall
Vice Chair, District I

Linda Jaramillo
Member, District III

Approved as to form:

Micheal Garcia
Torrance County Attorney

TORRANCE COUNTY SEAL CLERK STATE OF NEW MEXICO

Attest:

Sylvia Chavez
Torrance County Clerk

Attachment 1 – Statement of Work

Torrance County

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

The statement of work consists of services provided by the Facilitator who will work to coordinate and support the Juvenile Justice Continuum of Graduated Sanctions Program. The Facilitator ensures compliance with contractual requirements with the County of Torrance, herein after referred to as "County." The Facilitator will conduct youth sessions, complete reports, collect and verify data, and foster relationships within the community that will benefit at-risk youth and their families. The Facilitator will work with the County, Juvenile Justice Continuum Coordinator (JJCC), and the Estancia Valley Youth and Family Council (EVYFC) to facilitate the gender-specific Boys Council Program that utilizes the One Circle Foundation Council Model called The Boys Council for Boys and Young Men. The full Statement of Work is included as part of the "Professional Services Contract" which is provided in part in the "Additional Information" section.

Essential Job Functions and Responsibilities:
Duties and Responsibilities of the Boys Council Facilitator:

1. Fulfills all goals, objectives, and activities of the Gender-Specific Boys Council Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EVYFC) Continuum Coordinator, herein after known as the "Continuum Coordinator," to ensure all quality standards and goals are met. Shall provide quarterly updates to the EVYFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Council session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the FY26 Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant's monthly log by the 5th day of the following month.

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

DEMOGRAPHICS:

1. Name, Date of Birth
2. Address, City, State and Zip Code;
3. Race/Ethnicity;
4. Population Served;
   a. At-Risk Youth;
   b. First Time Offender;
   c. Repeat Offender;
   d. Sex Offender;
   e. Status Offender; and
   f. Violent Offender.
5. Youth Currently in Detention;
6. Gender
   a. Male;
   b. Female; or
   c. Transgender.
7. Month and Year of Birth;
8. Geographic Location;
   a. Urban;
   b. Tribal;
   c. Rural; or
   d. Frontier
9. Other Population Information;
   a. Mental Health;
   b. Substance Abuse;
   c. Truant/Dropout; and
   d. Pregnant.
10. Referral Source;
11. Days/Times Program is Held;

12. Program Attendance; and
13. Program Participation.

CORE MEASURES:

1. New youth admissions during this reporting period;
2. Number of program youth carried over from previous reporting period;
3. Total number of youth in the program;
4. Total number of youth who exited the program during the reporting period;
5. Number of youth who exited the program having completed the program requirements during the reporting period;
6. Percent of youth who successfully completed the program;
7. How many youth is your program designed to serve;
8. Number of current program youth who had an arrest during the reporting period;
9. Number of current program youth who were committed to a juvenile facility during the reporting period;
10. Number of current program youth who had a re-arrest during the reporting period;
11. Number of program youth who were re-committed during the reporting period;
12. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
13. Number of program youth with gang activity; and
14. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES FOR BOYS' COUNCIL:

Program Specific as measured by The Council Survey:

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

Local Site-Specific:

1. Thirty percent (30%) of youth report higher school attachment or engagement;
2. Thirty percent (30%) of youth report avoiding self-harm;
3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;
4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
5. Thirty percent (30%) of youth report reduction in aggression; and
6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

If the goods or services are not included in the Offeror's proposal, they cannot be added later.

Minimum Qualifications:

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

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

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

PREFERRED QUALIFICATIONS:

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

5. Associate or bachelor's Degree.

Functional Analysis:
Working Conditions:
Work is performed as a contract and the Contractor is required to provide the necessary equipment needed to perform the job such as use of their own vehicle and time spent traveling, neither of which is reimbursable. There will be a need for use of computers, and Internet will be provided at various school locations.
There is fieldwork required in conducting community relations activities, in accompanying students on field trips, and to carry other the functions of this Contract. The Contractor shall be able to work non-traditional working hours and have a flexible schedule.

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

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

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

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

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

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

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

DISCLAIMER

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

Attachment 2 – Budget

Torrance County
Boys Council Program

Torrance County $200 per session X 398 sessions Projected 120 youth served.	$79,600
TOTAL ANNUAL PROGRAM BUDGET	**$79,600**

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TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 G

PROFESSIONAL SERVICES AGREEMENT

For EMS and Dispatch Medical Direction Services
Between Torrance County, NM and Rio Grande Medical Direction, LLC

This Professional Services Agreement ("Agreement") is made and entered into this ___ day of _____, 2026, by and between Torrance County, New Mexico, hereinafter referred to as "Torrance County," and Rio Grande Medical Direction, LLC, by and through John Kah, MD, hereinafter referred to as "Dr. Kah," collectively referred to as the "Parties."

RECITALS

WHEREAS, Torrance County operates certified emergency medical services (EMS) personnel and its Dispatch Center, which require medical direction, continuing education, quality assurance, and representation in accordance with applicable state and federal laws; and

WHEREAS, Rio Grande Medical Direction, LLC, by and through John Kah, MD, is willing and qualified to serve as Medical Director for Torrance County EMS and Dispatch Center;

WHEREAS, Torrance County desires to engage Dr. Kah to provide medical direction services for Torrance County EMS and Dispatch Center pursuant to the requirements of the New Mexico Administrative Code, 7 NMAC 27.3, and other applicable standards.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

---

1. Appointment and Scope of Services

a. Appointment. Torrance County hereby engages Rio Grande Medical Direction, LLC, by and through John Kah, MD, as the EMS and Dispatch Medical Director to perform the services set forth in this Agreement.

b. Scope of Services. In addition to all duties required under 7 NMAC 27.3 and other applicable laws, Dr. Kah shall provide medical direction services for Torrance County EMS and Dispatch Center and shall:

1. Approve the level of care that may be rendered by each EMS provider affiliated with Torrance County Fire Department, regardless of certification level.
2. Establish and maintain written treatment protocols and standing orders, including authorization for special skills as appropriate.

3. Provide twenty-four (24) hour, seven (7) day per week on-call access for emergency medical consultation and field response when available.
4. Participate in quality assurance reviews, continuing education, and EMS and dispatch personnel evaluations as reasonably required.
5. Represent Torrance County EMS and Dispatch Center as Medical Director to the New Mexico EMS Bureau as required.

c. No Direct Patient Care. The services provided under this Agreement are limited to EMS and dispatch medical direction, protocol development, quality assurance, education, supervision, and consultation to EMS and dispatch personnel. Dr. Kah is not engaged under this Agreement to provide routine direct patient examination, diagnosis, treatment, transport care, or other bedside clinical services to individual patients, and shall not be deemed the treating physician for any individual patient solely by virtue of this Agreement.

---

2. Term and Termination

a. Term. This Agreement shall commence upon execution and approval by the Torrance County Commission and shall remain in effect for an initial term of eleven (11) months.

b. **Renewal.** This Agreement shall automatically renew for successive one (1) year terms unless terminated as provided herein.

c. **Termination Without Cause.** Either party may terminate this Agreement without cause upon **sixty (60) days written notice** to the other party.

d. **Termination for Cause.** If either party fails to perform any obligation under this Agreement and does not cure such failure within **five (5) days** after written notice, the other party may terminate for cause.

e. Payment Upon Termination. Torrance County shall pay Dr. Kah for all services satisfactorily performed through the date of termination.

---

3. Compensation

a. Compensation. Torrance County agrees to compensate Rio Grande Medical Direction, LLC at a rate of $2,000 per month, plus applicable New Mexico gross receipts tax, based on an average of ten (10) hours of service per month (equivalent to $200 per hour).

b. Annual Increase. Beginning on the first anniversary of this Agreement, and on each anniversary thereafter, the compensation rate shall automatically increase by two percent (2%).

c. Additional Services. Should Torrance County request services in excess of the anticipated time commitment, the Parties shall negotiate additional compensation in good faith.

d. Payment Method. Rio Grande Medical Direction, LLC shall submit an invoice monthly for services rendered during the prior month. Payment shall be made by Torrance County within thirty (30) days of receipt of invoice.

---

4. Independent Contractor Status

Rio Grande Medical Direction, LLC is an independent contractor and not an employee of Torrance County. Nothing in this Agreement shall be construed to create an employer-employee relationship with either Rio Grande Medical Direction, LLC or Dr. Kah. Dr. Kah shall not be entitled to workers' compensation, retirement, leave, or other benefits provided to Torrance County employees.

---

5. Insurance

a. **Professional Liability Insurance.** Dr. Kah shall maintain professional liability insurance meeting or exceeding the requirements of the **New Mexico Medical Malpractice Act** (minimum $250,000 per claim / $750,000 aggregate).

b. Proof of Coverage. Upon request, Dr. Kah shall provide Torrance County with proof of current professional liability insurance coverage.

(Other forms of insurance such as general or auto liability are not required under this Agreement.)

---

6. Compliance with Laws

Dr. Kah shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of services under this Agreement.

---

7. Non-Discrimination

In performing services under this Agreement, Dr. Kah shall not discriminate on the basis of race, color, religion, gender, gender identity, sexual orientation, national origin, ancestry, age, or disability, in accordance with federal and state laws.

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8. Ownership and Use of Materials

All reports, protocols, or materials developed by Dr. Kah for Torrance County EMS in connection with this Agreement shall be the property of Torrance County. Torrance County shall have unrestricted authority to use or reproduce such materials as permitted by law.

---

9. Notices

All notices required under this Agreement shall be in writing and delivered personally, by mail, or by email to the following addresses (or as otherwise designated by written notice):

For Torrance County:
Torrance County
PO Box 48

Estancia, NM 87016
Email: gsmith@tcnm.us

For Dr. Kah / Rio Grande Medical Direction, LLC:
Rio Grande Medical Direction, LLC
85A Three Rock Road

Santa Fe, NM 87506
Email: johnfkah@gmail.com

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10. Dispute Resolution

The Parties agree to attempt to resolve any disputes arising from this Agreement through **mediation** prior to initiating any legal action. Mediation costs shall be shared equally by both parties.

---

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of New Mexico**, and venue shall lie in the appropriate **District Court of Torrance County, New Mexico.**

---

12. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

---

13. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

---

14. Force Majeure

Neither party shall be liable for failure to perform due to acts of God, natural disaster, war, civil unrest, epidemic, or other circumstances beyond reasonable control, provided that the affected party acts promptly to resume performance.

---

15. Cooperation

The Parties agree to fully cooperate with one another in carrying out the intent and terms of this Agreement.

---

16. Approval

This Agreement shall not become effective until approved by the Torrance County Commission as required by applicable county law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

Torrance County, NM

By: _____

Name: _____

Title: _____

Date: _____

Rio Grande Medical Direction, LLC

By: John Kah, MD

Title: Member / EMS Medical Director

Signature: _____

Date: _____



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 9 H

Torrance County

Commissioner District 1
KEVIN MCCALL, MEMBER

Commissioner District 2
RYAN SCHWEBACH, CHAIR

Commissioner District 3
LINDA JARAMILLO, VICE CHAIR

County Manager
J. JORDAN BARELA

June 4, 2026

Re: Bank of America Advantage Cash Rewards Cards Acct # [redacted]3146

To: Bank of America
Small Business Correspondence
PO Box 672050
Dallas, TX 75267

This is a formal request from Torrance County to remove Joseph Jordan Barela as a primary authorized user on the corporate account # [redacted]3146, as he is no longer employed with Torrance County. In addition to removing Jordan Barela as a primary authorized user, please add the attached primary authorized user, Joanna Romero, to the corporate account listed above.

Thank you,

Ryan Schwebach, Chair
Torrance County Commission

Linda Jaramillo, Vice Chair
Torrance County Commission

Kevin McCall, Member
Torrance County Commission

PO Box 48
205 South 9th Street
Estancia, NM 87016

Office: (505) 544-4700
Fax: (505) 384-5294
www.torrancecountynm.org



TORRANCE COUNTY
COMMISSION MEETING

Agenda Item
No. 10 A

TORRANCE COUNTY FY2027 ICIP

2027

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	New County Government Offices	Y	Construction	Construction	Y	Will need to stay on until project is completed
2	Fire Station Water Supression System Plan and Implementation	Y	Planning	Not Started	Y	Confirmed that this is still a priority and moving forward
3	County Road Improvements (Martinez Rd)	Y	Construction	Not Started	Y	Read to move forward if funded
4	Restoration and Preservation of Historical Records	Y	Other	In Progress	Y	In progress and additional phases are shovel ready
5	P25/700mhz Public Safety Radio System Upgrades	Y	Capital	In Progress	Y	In progress; will need to stay on until fully funded
6	Purchase/Equip Medical Response Vehicles	Y	Capital	Not Started	Y	Can execute quickly (equipment)
~~7~~	~~Fire Department Comprehensive Plan~~	~~Y~~	~~Planning~~	~~Not Started~~	~~N~~	No longer a priority
8	Emergency Management Facility and Training Center	Y	Construction	Design	Y	In programming phase. May be funded at federal level. Would keep on for funding gap
9	Road Department Equipment	Y	Capital	Not Started	Y	Can execute quickly (equipment)
10	Business Incubator and Economic Development Plan	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
~~11~~	~~New Regional Animal Shelter Study~~	~~Y~~	~~Planning~~	~~Not Started~~	~~N~~	Agreed to remove
12	Road Assessment	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
13	24/7 Urgent Care Facility Study	Y	Planning	Not Started	N	Only in conceptual phase and likely won't be a County project
14	Mescalero Reservoir Dam Remediation	Y	Construction	Design	Y	Can be executed quickly. Demo project.
~~15~~	~~Arthur Park and Lake/Pool Improvements~~	~~N~~	~~Construction~~	~~Design~~	~~Y~~	Removed; Not a County executed project
~~16~~	~~TCSO Enterance Security Upgrades~~	~~Y~~	~~Construction~~	~~Not Started~~	~~Y~~	Funding will be allocated in FY25 from County and AOC for Building Rehab and Projects
17	Willard Fire Station Rennovations	N	Construction	Not Started	Y	Can be executed quickly, but the facility is owned by the Town of Willard
~~18~~	~~County Fairgrounds Improvements~~	~~Y~~	~~Construction~~	~~Construction~~	~~Y~~	In construction. Should be completed by the end of July and can be removed

2028

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
~~1~~	~~Emergency Helipads Study and Implementation~~	~~Y~~	~~Planning~~	~~Not Started~~	~~N~~	No locations identified; No needs assessment completed; removed
~~2~~	~~Asset Management Plan~~	~~Y~~	~~Planning~~	~~Not Started~~	~~Y~~	Funding can be found through MRCOG
~~3~~	~~Multi-Generational Facility with Gym~~	~~Y~~	~~Planning~~	~~Not Started~~	~~N~~	Not shovel ready; removed
~~4~~	~~Mountainair Rodeo Grounds Improvement~~	~~N~~	~~Construction~~	~~Unknown~~	~~N~~	Removed; Not a County executed project
~~5~~	~~Duran School House Feasibility Study~~	~~N~~	~~Construction~~	~~Not Started~~	~~N~~	Bulding is privately owned; removed
~~6~~	~~Abo Water System Development~~	~~N~~	~~Planning~~	~~Not Started~~	~~N~~	Unknow how project manager and owner will be; removed
7	Behavioral Health Treatement Facility/Telehealth Study	N	Planning	Not Started	N	Still community need; changed to study

2029

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	
1	Emergency Management Equipment	Y	Capital	Not Started	Y	Can be executed quickly (equipment)
2	Indian Hills Fire Station Fire Supression System	Y	Construction	Not Started	N	Project needs planning, design and water evaluation but remains a need
~~3~~	~~TC Fairgrounds RV/Water Hookups~~	~~Y~~	~~Construction~~	~~Not Started~~	~~N~~	Not an immediate priority; water issues with the Town my be restrictive; removed

2030

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	
~~1~~	~~New Fire Station~~	~~Y~~	~~Construction~~	~~Not Started~~	~~N~~	Removed and merged with another project

2031

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	
1	New Fire Station/EMS Building	Y	Construction	Not Started	N	Merged with "New Fire Station" since TC operates Fire & Rescue
2	Water Wells with Storage Tanks (Fire/Roads)	Y	Planning	Not Started	N	In conceptual phase. Need to evaluate property and water rights before moving forward
~~3~~	~~NM41 Rail to Trail~~	~~N~~	~~Planning~~	~~Not Started~~	~~N~~	In conceptual phase. May be a state project due to right of ways.
~~4~~	~~Develop Torrance County Park and Road~~	~~Y~~	~~Construction~~	~~Not Started~~	~~N~~	In conceptual phase. There is no current plan for upgrades.
~~5~~	~~Torreon Well and Water System~~	~~N~~	~~Construction~~	~~Not Started~~	~~N~~	Not at County project. Unsure of the ongoing need.
~~6~~	~~Municipal Airport Improvements (Mountainair)~~	~~N~~	~~Unknown~~	~~Not Started~~	~~Unknown~~	Not a County project. Unsure of the ongoing need.

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2027

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
1	New County Government Offices	Y	Construction	Construction	Y	Will need to stay on until project is completed
2	Fire Station Water Supression System Plan and Implementation	Y	Planning	Not Started	N	Confirmed that this is still a priority and moving forward
3	County Road Improvements (Martinez Rd)	Y	Construction	Not Started	Y	Read to move forward if funded
4	Restoration and Preservation of Historical Records	Y	Other	In Progress	Y	In progress and additional phases are shovel ready
5	P25/700mhz Public Safety Radio System Upgrades	Y	Capital	In Progress	Y	In progress; will need to stay on until fully funded
6	Purchase/Equip Medical Response Vehicles	Y	Capital	Not Started	Y	Can execute quickly (equipment)
8	Emergency Management Facility and Training Center	Y	Construction	Design	Y	In programming phase. May be funded at federal level. Would keep on for funding gap
9	Road Department Equipment	Y	Capital	Not Started	Y	Can execute quickly (equipment)
10	Business Incubator and Economic Development Plan	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
12	Road Assessment	Y	Planning	Not Started	Y	Can execute quickly but isn't capital related
13	24/7 Urgent Care Facility Study	Y	Planning	Not Started	N	Only in conceptual phase and likely won't be a County project
14	Mescalero Reservoir Dam Remediation	Y	Construction	Design	Y	Can be executed quickly. Demo project.
17	Willard Fire Station Rennovations	N	Construction	Not Started	Y	Can be executed quickly, but the facility is owned by the Town of Willard

2028

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	Staff Notes/Recommendations
7	Behavioral Health Treatement Facility/Telehealth Study	N	Planning	Not Started	N	Still community need; changed to study

2029

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	
1	Emergency Management Equipment	Y	Capital	Not Started	Y	Can be executed quickly (equipment)
2	Indian Hills Fire Station Fire Supression System	Y	Construction	Not Started	N	Project needs planning, design and water evaluation but remains a need

2030

Project	County Project?	Type of Project	Current Phase	Shovel Ready

2031

	Project	County Project?	Type of Project	Current Phase	Shovel Ready	
1	New Fire and EMS Building	Y	Construction	Not Started	N	Merged with "New Fire Station" since TC operates Fire & Rescue
2	Water Wells with Storage Tanks (Fire/Roads)	Y	Planning	Not Started	N	In conceptual phase. Need to evaluate property and water rights before moving forward



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COMMISSION MEETING

Agenda Item
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Agenda Item
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