

**MINUTES
WORK SESSION
LUNA COUNTY BOARD OF COUNTY COMMISSIONERS
WEDNESDAY, September 13, 2023**

BE IT REMEMBERED that the Luna County Board of County Commissioners met at 9:30 a.m. on Wednesday, September 13, 2023, in Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

CALL TO ORDER: Chair Sweetser called the meeting to order at 9:30 a.m. and led the Pledge of Allegiance and the salute to the flag of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called Roll. The following Commissioners constituting a quorum were present:

**Ray J. Trejo, District 1
Colette M. Chandler, District 2
John S. Sweetser Chair, District 3**

PUBLIC COMMENT:

Wesley Light, Jacob Cordel, Jeannette Richmond, James Furdud, Lee Patterson, Troy Stetina, and Kathryn Townsend all voiced their concerns about the environment, animal and plant life, water contamination, and the well-being of families and future generations that letting American Magnesium start a mine in the Florida Mountain area would cause. These community members also asked that the Luna County Board of Commissioners and County Manager get involved and use the authority given to them by ordinances and statutes to keep the mine from coming in. Mr. Light asked that the subject of the mine be put on the next Regular Meeting agenda for further discussion.

(*Note: Items were presented for discussion only and no actions were taken.)

ADJOURN: Chair Sweetser Adjourned the meeting at 9:30 a.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Berenda McWright, Luna County Clerk

Ray J. Trejo, District 1

Approved: _____

Colette M. Chandler, District 2

Chair, John S. Sweetser, District 3

**MINUTES
REGULAR MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Wednesday, September 13, 2023**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Wednesday, September 13, 2023, in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: County Manager Chris Brice, Assistant to County Manager Yossie Nieblas, Executive Assistant Mayra Hernandez, Budget and Procurement Director Joanne Hethcox, Administrative Assistant Grisel Taylor, HR Director Rosa Porras, Emergency Management Director Pablo Montoya, Administrative Assistant Senior Toni Esparza, Clerk Berenda McWright, Probate Judge Diana May-Diaz, Assessor Michelle Holguin, Chief Deputy Assessor Isabelle Enciso, Treasurer Kristie Hobbs, Chief Deputy Treasurer Jonathan Richmond, County Services Specialist Senior Cindy Grado, County services Specialist Monica Juarez, Administrative Assistant Senior Lisa Maynes, Under Sheriff Jimmy Garcia, Captain Michael Brown, LCDC Director Lee Cook, Deputy Warden Justin Porter, Road Department Director David Bailey, Starmax Director Chadwick Troyer, Custodial Kathleen Sayre, IT Technician Joseph "JT" Apodaca

CALL TO ORDER: Chair Sweetser called the meeting to order at 10:03 a.m. after the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk Toni Esparza called Roll. The following members of the Board constituting a quorum were present:

**Ray Trejo, District 1
Colette M Chandler, District 2
John S. Sweetser, Chair District 3**

MINUTES: Commissioner Chandler motioned to approve the minutes for the Regular Meeting on August 10, 2023, Special Meeting, on August 18, 2023, 2023, and Freeholders Committee Meeting on August 31, 2023. The motion was seconded by Commissioner Trejo and was unanimously approved.

SERVICE AWARDS:

- LCSO Sgt. HIDTA Dylan Graves was not present to receive his pin for five years of service.

RETIREMENT AWARD:

- LCSO Cpt. Michael Brown and Under Sheriff Jimmy Garcia presented Sgt. Luis Malina with his Retirement Award (March 2007- August 2023).

SPECIAL RECOGNITION:

- County Manager Chris Brice presented Ms. Kathleen Sayre with a Special Recognition Award for her 15 years of service with the County.

CONSENT AGENDA:

- Accounts Payable: \$1,600,379.70
- Payroll: \$1,313,286.63
- Oath of Office: Administrative Assistant Judith Granillo

Commissioner Trejo motioned to approve the Consent Agenda as presented. The motion was seconded by Commissioner Chandler and unanimously approved following a roll call vote.

NEW BUSINESS

- **Resolution 23-66: Authorizing the execution of the Colonias Infrastructure Project fund Loan/Grant Agreement by and between NM Finance Authority and Luna County;#CIF-6138 (Keeler Farm).** Road Department Director David Bailey stated that this resolution is for one of two grants that the County was approved for. Mr. Bailey stated that the requested grant for the People's Co-op (Keeler Rd) was not approved. Mr. Bailey stated that the second of the two grants was for the roads right after the "Y" on Keeler Farm Road. Mr. Bailey stated that the approved grant is only for the plan and design of the roads. Commissioner Trejo motioned to approve Resolution 23-66: Authorizing the execution of the Colonias Infrastructure Project Loan/Grant Agreement by and between NM Finance Authority and Luna County; CIF-6138 (Keeler Farm). Commissioner Chandler seconded the motion and was unanimously approved following a roll call vote.
- **Resolution 23-67: Declaring the vacation and abandonment of a portion of Red Onion Road.** Commissioner Trejo stated that although he is not on board with closing off public access to County roads, in this case, it is necessary. Commissioner Trejo stated that this particular piece of Red Onion Road runs through private property. Commissioner Trejo stated that he had also talked to Mr. Brice and the Director of Public Safety Pablo Montoya about whether this closure would interfere in case there was an emergency in this area, which there would not be. Mr. Bailey stated that the County Road Department will continue to maintain the roads in that area. Mr. Bailey stated that the farmer grades that portion of the road where the power pole is. Mr. Bailey stated that there were two cattle guards removed off of Pearl Onion Road, not the road requested, but the road perpendicular. Mr. Bailey stated that the cattle guard that is closest to Hwy 418, the owner has agreed to maintain it since the road department cannot remove to maintain it. Commissioner Trejo motioned to approve Resolution 23-67: Declaring the vacation and abandonment of a portion of Red Onion Road. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- **Resolution 23-68: Budget Increase:** Budget and Procurement Director Joanne Hethcox stated that there are several budget increases, and most of the increases are to realign the budget that did not come over from the final budget after the approval from DFA was received. Ms. Hethcox stated that a couple of the increases are new grants that have come in that it is now time to budget for. Commissioner Trejo motioned to approve Resolution 23-68: Budget Increases. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.
- **Resolution 23-69: Budget Transfers:** Ms. Hethcox stated that these transfers were just small transfers between intra-fund budgets. Ms. Hethcox stated that one grant was closed out and funds were able to be moved into another line item that was more useable.

Commissioner Chandler motioned to approve Resolution 23-69: Budget Transfers. The motion was seconded by Commissioner Trejo and was unanimously approved following a roll call vote.

- **Certification of 2023 Property Taxes:** Assessor Michelle Holguin stated that the new tax rates from DFA have been received. Ms. Holguin stated the City residential and non-residential tax has gone up substantially. Ms. Holguin stated that when the tax rate is figured it is done based on the State, County, City, and Schools. Ms. Holguin stated that the City increase is due to the 2023 School Secured Debt was higher was considerably higher. Commissioner Trejo motioned to approve the Certification of 2023 Property Taxes. The motion was seconded by Commissioner Chandler and was unanimously approved following a roll call vote.

INDIGENT CLAIMS REPORT: Commissioner Chandler motioned to Recess as a County Commission Board and convene as a Claims Board. The motion was seconded by Commissioner Trejo and unanimously approved. Budget and Procurement Director Joanne Hethcox reported that there were six claims for a total of \$11,700.44 three of which were for the Detention Center. There was a total of \$102,000 collected in GRT, with the balance in the Indigent Claims Fund Balance being \$1.8 Million. As of August 31, there was a total of \$370,000 encumbered. Commissioner Chandler motioned to approve the Indigent Claims report as submitted. The motion was seconded by Commissioner Trejo and was unanimously approved. Commissioner Chandler motioned to recess as a Claims Board and reconvene as a County Commission Board. The motion was seconded by Commissioner Trejo and was unanimously approved.

COMMUNITY SUPPORT REPORTS:

- Executive Director for the Economic Development Council Christie Ann Harvey gave updates on some of the projects that she has been working on. Ms. Harvey stated that the website (visitlunacounty.com) for economic development she had been working on with KFox TV is now complete. Ms. Harvey stated that the Broadband feasibility study showed that there are over 2,000 people who do not have and cannot be reached with Broadband in the area in which they live. Ms. Harvey stated that all of the attributes under all of the current plans/grants and everything that has been approved are not going to be touched for four to six-plus years. Ms. Harvey stated that the New Mexico Border Authority meeting that was to be held here in Deming on August 24, 2023, was canceled at the last minute due to the fact that there was no quorum with the speakers that were scheduled to attend. Ms. Harvey stated that Commissioner Trejo met with Senator Carrie Hamblen in Las Cruces who heads the Green Chamber of Commerce and is the Chair of the Economic and Rural Development Committee. Ms. Harvey stated that she continues to work with Western New Mexico Center Director Manuel Rodriguez on two new construction trade programs that are set to begin in January. Ms. Harvey stated that these courses are Drywall and Framing which will accompany the Welding course that already exists. Ms. Harvey stated that The Council created a film office which was reported on a month ago, and is also seeking funding to build a sound studio. Ms. Harvey stated that the sign for the Starmax is coming to completion, and all of the engineering has been done. Ms. Harvey stated that a proposal has been submitted by DEI for the installation as well and the lighting for this project has been accepted.
- Sandy Foster (Humane Society) stated that an anonymous grant was received totaling \$5,000 which will all be put into rabies vaccination vouchers to the public. Ms. Foster stated that the Humane Society will be putting out 20 rabies certificates for \$120 and 100 distemper/parvo

shot vouchers for \$25. The requirements being that whoever gets the voucher be a Luna County resident and use a Luna County Vet. Ms. Foster stated that the Deming Humane Society gave a donation to Shop with a Cop and is challenging other non-profits and businesses to do the same.

ELECTED OFFICIALS REPORTS:

Assessor: Assessor Michelle Holguin stated that all tax rates did go up with the exception of Columbus and Luna County non-residential which went down slightly. Ms. Holguin stated that with the approval of the tax rates the Assessor's Office will be getting ready to input all of the tax rates into the system so that the Treasurer's Office is ready to send out their tax bills. Ms. Holguin stated that her office will be doing their abstract for the Property Tax Division. Ms. Holguin stated that the vacancy of County Specialist in her office had been filled with Corina Vera being hired. Ms. Holguin stated that the Appraisal department resolved all 46 protests with no protests going to the Board this year. Ms. Holguin stated that the budget was finalized and approved by DFA for the new fiscal year. Ms. Holguin stated that the Assessor's maps are now live so any changes that are made to a property are immediately updated on the maps.

Probate Judge: Probate Judge Diana Diaz stated that the next NMC Board of Directors Meeting will be held on September 29, 2023, to amend or finalize the proposed Legislation for 2024. Ms. Diaz stated that the marriage count is up with five weddings last month for a total of 25 for the year. Ms. Diaz stated that there were a number of probates for last month, and within that probate period, there were two Special Administrations.

Sheriff: Cpt. Michael Brown reported in place of Sheriff Eby. Cpt. Brown stated that according to the criminal activity report since the last report given, crimes have gone down significantly as Non-Criminal Civil has gone up. Cpt. Brown stated that there were 16 accidents, 6 assaults, 5 burglaries, 5 larcenies, 3 motor vehicle thefts, and two DWIs. Cpt. Brown stated that the position of Civil Process had been filled by Marty Crumley who will be taking over the position for Luis Malina. Shop with a Cop will be having their golf scramble on October 28, 2023, their bowling tournament on November 18, 2023, and the final event with the kids on December 9, 2023.

Miscellaneous: Mr. Brice stated that he would be attending the Gathering of the Counties in Albuquerque. Mr. Brice stated that this is where there is a street that is blocked off inside of the fairgrounds for Counties to set up display booths. Mr. Brice stated that the 30 percent conference for the diversion Berm in Columbus, is on track and moving forward. Mr. Brice stated that the 60 percent Conference is to be held on October 2, 2023. Mr. Brice stated that possibly by sometime early next year the County is hoping to go out to bid to get this project done. Mr. Brice stated that it will cost about \$22,000,000 to move about 1.6 million cubic feet of earth which will be about a two-year endeavor.

COUNTY MANAGERS REPORT:

- **LCDC-** Mr. Brice stated that there was a meeting with the Magistrate Court and one of the things that came out of that was a Misdemeanor Compliance Program which is something that the community needs. Mr. Brice stated that with this program the County is looking into keeping people from reenacting their crimes and keeping the crime rate down as much as possible. Mr. Brice stated that the Union negotiations for LCDC have been completed.

- **GIS:** Mr. Brice stated that Judy Hatch is now the Director of the GIS Department which is up and running. Mr. Brice stated that Judy has been working very closely with Lupita on any changes being made to properties, and anything that has been done such as vacation of plats and any other changes that have been made, Judy has made all of the documentation for these changes available for viewing on the website.
- **Dispatch:** Mr. Brice stated that Central Dispatch is now fully staffed.
- **LCSO:** Mr. Brice stated that the County is in the process of purchasing four new units. Mr. Brice stated that the order of these units was placed last week, and will probably be in service by the first of 2024.
- **IT:** Mr. Brice stated Victor Gonzalez was hired to be the director of the department.
- **Starmax:** Mr. Brice stated that the outdoor recreation site is moving forward, this consists of the skate park and batting cages. Mr. Brice stated that the expansion of Starmax is also still on track, this includes the expansion of the dining facility, the enlarging of the kitchen, and adding bathrooms and outdoor dining.

Upcoming Meetings/Events (Unless otherwise specified):

- Employee Strategic Planning Meeting: September 18, 2023
- Citizen's College: Luna County DWI Program- September 28, 2023 at 5:30 pm
- Indigenous People's Day: October 09, 2023- Luna County offices will be closed
- Public Input Work Session October 12, 2023, from 9:30-10:00 a.m.
- Regular Meeting: October 12, 2023 at 10 a.m.

Adjourn: Chair Sweetser adjourned the meeting at 11:12 a.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Berenda McWright, Luna County Clerk

Ray J. Trejo, District 1

Approved: _____

Collette M. Chandler, District 2

John S. Sweetser, District 3



Lee Cook
Detention Director

Robert Apodaca
Chief of Security

Luna County Detention Center
1700 4th St NE
Deming, NM 88030
Phone: (575) 544-0191

October 02, 2023

From: Sergeant Nora Herrera

To: Luna County Board of County Commissioners

Subj: RHU Quarterly report in accordance with NMSA 1978, 33-16-1 to 33-16-7 (New Mexico's Restricted Housing Act)

This Restrictive Housing report is being submitted in accordance with 33-16-1 to 33-16-7 NMSA 1978, New Mexico Restricted Housing Act reporting requirements. During the period of July 1, 2023 thru September 30, 2023 Luna County Detention Center had Zero Detainees who met the reporting requirement under this act. Please see attached report.

A copy of this report will be submitted electronically to the legislative council service library.

Very Respectfully,

Sergeant Nora Herrera

LCBCC Meeting October 12, 2023

Accounts Payable

09/01/2023	\$188,091.08
09/01/2023	\$24,347.84
09/07/2023	\$14,650.97
09/07/2023	\$12,411.05
09/15/2023	\$650,814.02
09/15/2023	\$91,059.52
09/20/2023	\$26,667.29
09/20/2023	\$107.47
09/22/2023	\$520,834.02
09/22/2023	\$13,327.37
09/29/2023	\$250,002.83
09/29/2023	\$11,108.70

P-Cards

August 2023	\$141,369.95
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Total \$1,944,792.11

Luna County
Board of County Commissioners



Agenda 10/12/2023

PAYROLL

Date	Register	Amount
09/08/2023	20230185	\$657,060.32
09/08/2023	*20230186	\$22,999.63
09/22/2023	20230187	\$647,077.70
09/22/2023	*20230188	\$25,007.14

Total: \$1,352,144.79

* Special Assignment Pay

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 23-70
Proposed Inter/Intra Fund Budget Increases**

WHEREAS, the Board of County Commissioners of Luna County has the statutory authority to approve, modify and amend the County's annual operating budget; and

WHEREAS, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

WHEREAS, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

WHEREAS, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Luna County hereby adopts the changes to the County's Fiscal Year 112, July 1, 2023 through June 30, 2024 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF OCTOBER, 2023.

BOARD OF COUNTY
COMMISSIONERS OF LUNA
COUNTY

Ray J. Trejo, District One

Colette M. Chandler, District Two

ATTEST:

Berenda L. McWright, Luna County Clerk

John S. Sweetser, District Three

Be it remembered that at a Regular meeting of the Board of County Commissioners of Luna County in Deming NM on the 12th day of October, 2023, the following budget adjustments are proposed and entered of record.

Budget Resolution Number 23-70

Proposed Inter/Intra FUND Budget Increase/Decrease

SCHEDULE OF BUDGET
ADJUSTMENTS

Entity Code

DFA
Resolution
Number

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
One	Increase	401/11000	General Fund - Commission	401/11000	\$ 59,725.00	401-00-2200 Funding Appropriations	\$ 59,725.00	To pay contribution to NMC in support of NACO Public Lands Resource Center Assessment Initiative	\$ 218,400.00	\$ 278,125.00
Two	Increase	401/11000	General Fund - Bureau of Elections	401/11000	\$ (1,315.07)	401-77-1262 Reimbursements to County	\$ (1,315.07)	Reimbursement from Secretary of State for attendance of Election School	\$ (3,000.00)	\$ (4,315.07)
					\$ 1,315.07	401-05-2010 Mileage/Per Diem	\$ 1,315.07	To allow spending of reimbursement from Secretary of State for attendance of Election School	\$ 6,000.00	\$ 7,315.07
Three	Increase	401/11000	General Fund - Dispatch	401/11000	\$ (40,000.00)	401-77-1262 Reimbursements to County	\$ (40,000.00)	Reimbursement from Secretary of State for to pay for expenses related to the 2023 Regular Local Election	\$ (4,315.07)	\$ (44,315.07)
					\$ 40,000.00	401-05-2019 Other Election Expense	\$ 40,000.00	To allow for spending of reimbursement from Secretary of State for to pay for expenses related to the 2023 Regular Local Election	\$ 2,000.00	\$ 42,000.00
Four	Increase	401/11000	General Fund - Treasurers	401/11000	\$ 35,000.00	401-07-2008 Printing and Publishing	\$ 35,000.00	Printing of tax bills and delinquent notices - was not carried over into current budget	\$ 1,827.00	\$ 36,827.00
Five	Increase	401/1100	General Fund - Sheriff's	401/21800	\$ 4,500.00	401-08-2036 Administrative Expense	\$ 4,500.00	Line item excluded from final budget when carrying over balances	\$ -	\$ 4,500.00
Six	Increase	411/21800	Community Improvements	411/21800	\$ (200,000.00)	411-77-1516 DFA 23-H3066 - Road Equipment	\$ (200,000.00)	To account for Fund 91300 CAP award from DFA to purchase and equip heavy road machinery	\$ -	\$ (200,000.00)
					\$ 200,000.00	411-00-2516 DFA 23-H3066 - Road Equipment	\$ 200,000.00	To account for Fund 91300 CAP award from DFA to purchase and equip heavy road machinery	\$ -	\$ 200,000.00
Seven	Increase	411/21800	Community Improvements	411/21800	\$ (1,485,000.00)	411-77-1515 DFA 23-H3065 - EOC	\$ (1,485,000.00)	To account for Fund 91300 CAP award from DFA for plan, design, construct, equipment and furnish an EOC	\$ -	\$ (1,485,000.00)
					\$ 1,485,000.00	411-00-2515 DFA 23-H3065 - EOC	\$ 1,485,000.00	To account for Fund 91300 CAP award from DFA for plan, design, construct, equipment and furnish an EOC	\$ -	\$ 1,485,000.00
Eight	Increase	411/21800	Community Improvements	411/21800	\$ (30,000.00)	411-77-1514 App 23-ZH5032-24 - Grants Management	\$ (30,000.00)	Appropriation 23-ZH5032-24 for Grants Management through June 30 2024	\$ -	\$ (30,000.00)
					\$ 30,000.00	411-00-2514 App 23-ZH5032-24 - Grants Management	\$ 30,000.00	Appropriation 23-ZH5032-24 for Grants Management through June 30 2024	\$ -	\$ 30,000.00

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
Nine	Increase	411/21800	Community Improvements	411/21800	\$ (15,365.70)	411-77-1560 FY21 EMPG-ARPA Grant - Radios	\$ (15,365.70)	To account for FY2021 EMPG-ARPA Off-Cycle Grant for Radios.	\$ -	\$ (15,365.70)
					\$ 15,365.70	411-77-1560 FY21 EMPG-ARPA Grant - Radios	\$ 15,365.70	To account for FY2021 EMPG-ARPA Off-Cycle Grant for Radios.	\$ -	\$ 15,365.70
					\$ 15,365.70	411-00-2499 Grant Matches	\$ 15,365.70	Required Grant Match for FY2021 EMPG-ARPA Off-Cycle Grant for Radios	\$ 1,357,968.04	\$ 1,373,333.74
Ten	Increase	415/21800	Community Services - JJCS/CYFD	415/21800	\$ (42,240.00)	415-77-1321 Prevention/Intervention Grant	\$ (42,240.00)	To account for CYFD new Prevention/Intervention Grant for FY 2024	\$ -	\$ (42,240.00)
Eleven	Decrease	415/21800	Community Services - SWAG	415/21800	\$ (11,395.00)	415-68-2020 Supplies	\$ (11,395.00)	To decrease the supply line item to align with grant carryover	\$ 59,757.91	\$ 48,362.91
Twelve	Increase	421/21800	Domestic Violence Shelter	421/21800	\$ (57,915.00)	421-77-1629 Other Revenue Sources	\$ (57,915.00)	To account for pass through grant from DOH to Las Casa	\$ -	\$ (57,915.00)
					\$ 57,915.00	421-00-2200 Funding Appropriations	\$ 57,915.00	To account for pass through grant from DOH to Las Casa	\$ 19,100.00	\$ 77,015.00
Thirteen	Increase	428/21800	CASA	428/21800	\$ (8,500.00)	428-77-1629 Other Revenue Sources	\$ (8,500.00)	To account for funding from Freeport McMoran to fund the CASA Closet project	\$ -	\$ (8,500.00)
					\$ 8,500.00	428-54-2020 Supplies	\$ 8,500.00	To account for funding from Freeport McMoran to fund the CASA Closet project	\$ 6,150.00	\$ 14,650.00
Fourteen	Increase	609/22600	Adult Detention	609/22600	\$ 10,000.00	609-21-2008 Printing and Publishing	\$ 10,000.00	To pay for Media Match HERO Recruitment campaign	\$ 1,000.00	\$ 11,000.00
Fifteen	Increase	610/21800	Drug Investigation HIDTA	610/21800	\$ (40,000.00)	610-77-1320 SWNM Tas Force HIDTA-DCSI	\$ (40,000.00)	To account for supplemental funding awarded for the purchase of a vehicle	\$ (433,856.00)	\$ (473,856.00)
					\$ 40,000.00	610-43-2028 Capital Outlay	\$ 40,000.00	To account for supplemental funding awarded for the purchase of a vehicle	\$ -	\$ 40,000.00
Sixteen	Increase	610/21800	Drug Investigation HIDTA	610/21800	\$ (5,311.44)	610-77-1320 SWNM Tas Force HIDTA-DCSI	\$ (5,311.44)	To account for insurance settlement check for 2012 Ford Fusion.	\$ (473,856.00)	\$ (479,167.44)
					\$ 5,311.44	610-43-2011 Vehicle Expense	\$ 5,311.44	To allow for spending of insurance settlement check for 2012 Ford Fusion.	\$ 31,200.00	\$ 36,511.44
Seventeen	Increase	801/59900	Entertainment Complex	801/59900	\$ 596,332.00	801-80-2029 Capital Improvements	\$ 596,332.00	To carry forward balance from prior fiscal year to complete projects	\$ 129,544.17	\$ 725,876.17
					\$ 667,287.70		\$ 667,287.70		\$ 917,920.05	\$ 1,585,207.75

NOW, THEREFORE, it is respectfully requested that the Board of County Commissioners of Luna County, authorize the above adjustments to the Luna County Budget.

Done at Deming New Mexico this **Thursday the 12th day of October, 2023.**

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY



Ray J. Trejo, District 1

Colette M. Chandler, District 2

John S. Sweetser, District 3

Berenda L. McWright, Luna County Clerk

Entered By:

Date

Checked By:

Date

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 23-71
Proposed Inter Department/Fund Transfers**

WHEREAS, the Board of County Commissioners of Luna County has the statutory authority to approve, modify and amend the County's annual operating budget; and

WHEREAS, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

WHEREAS, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

WHEREAS, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Luna County hereby adopts the changes to the County's Fiscal Year 112, July 1, 2023 through June 30, 2024 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF OCTOBER, 2023.

BOARD OF COUNTY
COMMISSIONERS OF LUNA
COUNTY

Ray J. Trejo, District One

Colette M. Chandler, District Two

ATTEST:

Berenda L. McWright, Luna County Clerk

John S. Sweetser, District Three

Be it remembered that at a Regular meeting of the Board of County Commissioners of Luna County in Deming NM on the 12th day of October, 2023 the following budget adjustments are proposed and entered of record.

Budget Resolution Number 23-71

Proposed Inter Department Transfer

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
One	Transfer	402/20400	Road Department	402-10-2102 Agreements - COOP	\$671,008.02	\$154,124.91	402-10-20749 Road Construction/ Maintenance	\$154,124.91	To close out COOP funding from last fiscal year and move funds where needed
Two	Transfer	402/20400	Road Department	402-10-2184 Agreements - School Bus	\$219,509.52	\$111,468.00	402-10-20749 Road Construction/ Maintenance	\$111,468.00	To close out School Bus Routes funding from last fiscal year and move funds where needed
Three	Transfer	415/21800	Community Services - Juvenile Field Services	415-13-2275 After School Programs	\$33,904.02	\$15,381.00	415-13-2003 Salaries - Part-Time	\$13,306.00	To increase part time salaries per JJCS Board approval
							415-13-2060 Match - Medicare 1.45%	\$365.00	To increase part time salaries per JJCS Board approval
							415-13-2064 Match - FICA 6.2%	\$1,710.00	To increase part time salaries per JJCS Board approval
Four	Transfer	609/22600	Adult Detention	609-21-2029 Capital Improvements	\$186,755.41	\$50,000.00	609-21-2012 Equipment/Supplies/ Mnt/Repairs	\$50,000.00	To allow for spending where needed for remainder of fiscal year
Five	Transfer	801/599	Entertainment Complex	801-80-2107 Alcohol Supplies	\$104,763.91	\$40,000.00	801-80-2012 Equipment/Supplies/ Mnt/Repairs	\$40,000.00	To allow for spending where needed for remainder of fiscal year
Six	Transfer	401/11000	General Fund - Cash Reserves	401	\$13,897,910.11	\$2,500,000.00	411 Community Improvements	\$2,000,000.00	To ensure sufficient funds to meet grant matches and Starmax to meet needs for remainder of fiscal year
							801 Entertainment Complex	\$500,000.00	To ensure sufficient funds to meet grant matches and Starmax to meet needs for remainder of fiscal year
					\$15,113,850.99	\$2,870,973.91		\$2,870,973.91	

NOW, THEREFORE, it is respectfully requested that the Board of County Commissioners of Luna County, authorize the above adjustments to the Luna County Budget.

Done at Deming New Mexico this **Thursday the 12th day of October, 2023.**

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY



Ray J. Trejo, District 1

Colette M. Chandler, District 2

John S. Sweetser, District 3

ATTEST:

Entered By:

Date

Berenda L. McWright, Luna County Clerk

Checked By:

Date

Be it remembered that at a Regular Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 12th day of October, 2023, the following proceedings were had and entered of record.

LUNA COUNTY

RESOLUTION 23-72

DISPOSITION OF PERSONAL PROPERTY

WHEREAS, pursuant to Section 4-38-1, NMSA 1978, the powers of a county as a body politic and corporate shall be exercised by a Board of County Commissioners;

WHEREAS, Section 4-38-13, NMSA 1978, provides that the Board of County Commissioners shall have the power at any session to make such orders concerning the property belonging to the county as they may deem expedient;

WHEREAS, Section 13-6-1, NMSA 1978 declares that a County may dispose of tangible personal property and delete it from the public inventory upon a specific finding that each item is of current resale value of five thousand dollars (\$5,000.00) or less and is worn out, unusable or obsolete to the extent that the item is no longer economical or safe for continued use;

WHEREAS, a designated committee of three Luna County Officials has declared that all of the tangible personal property that is the subject of this resolution meets the criteria set for in Section 13-6-1, NMSA 1978; and

WHEREAS, pursuant to Section 13-6-2, NMSA 1978, the personal property will be disposed of by live or online auction open to the public or by an inter-governmental transfer to another state agency or local public body.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners of Luna County:

1. Finds that the property described in the Attachments hereto and incorporated by reference into this Resolution consists of property owned by the County of Luna with varying resale values, which is worn-out, unusable or obsolete to the extent that the items are no longer economical or safe for continued use by the County;
2. A copy of this Resolution and Attachments shall be sent to the State Auditor and the Local Government Division of the Department of Finance and Administration at least thirty (30) days before the disposal of the property, pursuant to Section 13-6-1(B)(2), NMSA 1978;
3. A copy of this Resolution and Attachments shall be made a permanent part of the official minutes of Luna County and maintained as a public record subject to the Inspection of Public Records Act.
4. All of the personal property will be disposed of by live or online auction process open to the public or through inter-governmental transfer.

Done at Deming, New Mexico this 12th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY

ATTEST:

Ray J. Trejo
Commissioner, District 1

Berenda McWright, County Clerk

Colette M. Chandler
Commissioner, District 2

John S. Sweetser, Chair
Commissioner, District 3

Barbara L. Reedy
Commissioner, District 1

Linda M. Smrkovsky
Commissioner, District 2

STATE OF NEW MEXICO
County of Luna



Chris Brice
County Manager

John S. Sweetser, Chair
Commissioner, District 3

700 South Silver Avenue • Post Office Box 551 • Deming, New Mexico 88031
Telephone (575) 546-0494 Facsimile (575) 544-4293

Date: 09-15-2023

To: Luna County Board of County Commissioners
From: Joanne C. Hethcox, Budget and Procurement Director
CC: Chris Brice, County Manager

Subj: Disposal of Assets

Inventory #	Year	Make	Model	VIN	Mileage
98229	2012	Dodge	Ram 1500 4x4	1C6RD7KT4C5283028	119792
Explanation for Disposal	Low Compression, three cylinders blown; blowing white smoke out,				
Inventory #	Year	Make	Model	VIN	Mileage
982392	2015	Chevrolet	Silverado 1500 4x4	3GCUKPEC0FG346898	125814
Explanation for Disposal	Engine Blown, heads were resurfaced several years ago, needs new Block				
Inventory #	Year	Make	Model	VIN	Mileage
Explanation for Disposal					

Arthur C Smith
Arthur C Smith



Kelley Blue Book
THE TRUSTED RESOURCE

2012 Ram 1500 Crew Cab Pricing Report

Style: ST Pickup 4D 5 1/2 ft

Mileage: 119,792

KBB.com Consumer Rating: 4.6/5

Sell to Private Party

Private Party Range
\$11,218 - \$15,129
Private Party Value
\$13,174



Valid for ZIP code 88030 through 10/06/2023



2015 Chevrolet Silverado 1500 Crew Cab Pricing Report

Style: Work Truck Pickup 4D 5 3/4 ft

Mileage: 125,814

KBB.com Consumer Rating: 4.3/5

Sell to Private Party

Private Party Range
\$14,244 - \$16,855
Private Party Value
\$15,550



Valid for **ZIP code 88030** through **10/06/2023**

Barbara L. Reedy
Commissioner, District 1

Linda M. Smrkovsky
Commissioner, District 2

STATE OF NEW MEXICO
County of Luna



Chris Brice
County Manager

John S. Sweetser, Chair
Commissioner, District 3

700 South Silver Avenue • Post Office Box 551 • Deming, New Mexico 88031
Telephone (575) 546-0494 Facsimile (575) 544-4293

Date: 09-15-2023

To: Luna County Board of County Commissioners
From: Joanne C. Hethcox, Budget and Procurement Director
CC: Chris Brice, County Manager

Subj: Disposal of Assets

Inventory #	Year	Make	Model	VIN	Mileage
982230	2012	Dodge	Ram 1500 4x4	1C6RD7KT2CS248715	150433
Explanation for Disposal	Older unit, engine is strong but needs new headers; but has a lot of mileage, ignition switch is broke will start but if key is tapped engine shuts off.				
Inventory #	Year	Make	Model	VIN	Mileage
982231	2013	Dodge	Ram 1500 4x4	1C6RR7KT4DS557752	157286
Explanation for Disposal	Older unit engine is strong but needs new headers, has a lot of mileage. Transmission was slipping slightly. The transmission has never had a transmission flush.				
Inventory #	Year	Make	Model	VIN	Mileage
Explanation for Disposal					

Arthur C Smith
Arthur C Smith



2012 Ram 1500 Crew Cab Pricing Report

Style: ST Pickup 4D 5 1/2 ft

Mileage: 150,433

KBB.com Consumer Rating: 4.6/5

Sell to Private Party

Private Party Range
\$7,621 - \$11,286
Private Party Value
\$9,454



Valid for ZIP code 88030 through 10/06/2023



Kelley Blue Book
THE TRUSTED RESOURCE

2013 Ram 1500 Crew Cab Pricing Report

Style: Express Pickup 4D 5 1/2 ft

Mileage: 157,286

KBB.com Consumer Rating: 4.6/5

Sell to Private Party

Private Party Range
\$9,523 - \$12,330

Private Party Value
\$10,927



Valid for ZIP code 88030 through 10/06/2023

STATE OF NEW MEXICO

County of Luna

Barbara L. Reedy
Commissioner, District 1



Chris Brice
County Manager

Linda M. Smrkovsky
Commissioner, District 2

John S. Sweetser, Chair
Commissioner, District 3

700 South Silver Avenue • Post Office Box 551 • Deming, New Mexico 88031
Telephone (575) 546-0494 Facsimile (575) 544-4293

Date: 09-15-2023

To: Luna County Board of County Commissioners
From: Joanne C. Hethcox, Budget and Procurement Director
CC: Chris Brice, County Manager

Subj: Disposal of Assets

Inventory #	Year	Make	Model	VIN	Mileage
981842	2011	Yamaha	Grizzly 550 4x4	JY4AJ38Y9BC006716	N/A
Explanation for Disposal	ATV was involved in crash off mountain several years back, Battery dead unknown mileage. I believe the ATV motor is no good. ATV has missing's pieces and bent handlebars. Stonegarden ATV				
Inventory #	Year	Make	Model	VIN	Mileage
981539	2009	Polaris	Ranger XP 4x4	4XAHH68A792875581	N/A
Explanation for Disposal	Battery dead unknown mileage its possibly around 3400 miles or so. Transmission blown on it, cost too much to fix, repair cost was \$3500. Stonegarden side by side				
Inventory #	Year	Make	Model	VIN	Mileage
Explanation for Disposal					

Arthur C Smith
Arthur C Smith

Advertisement

ATV Utility

2011 Yamaha Grizzly 700

Which Style Are You Interested In?

Style
4x4 EPS Special Edition



Trade-In Value **Typical Listing Price**



\$5,915

In Good Condition with typical mileage ⓘ

When purchasing from a dealer

Standard engine specs: 1-Cylinders, 4-Stroke, 686cc



Advertisement

Advertisement

Value Another Vehicle

Vehicle Type



Year



Make



Model



Advertisement

Side-by-Side UTV

2009 Polaris Ranger Crew 700

Which Style Are You Interested In?

Style
Base Style



Trade-In Value **Typical Listing Price**



\$7,785

In Good Condition with typical mileage ⓘ

When purchasing from a dealer

Standard engine specs: 2-Cylinders, 4-Stroke, 683cc

Advertisement

Value Another Vehicle

Vehicle Type



Year



Make



Model



Be it remembered that at the Regular Meeting of the Luna County Board of County Commissioners in Deming New Mexico, on the 12th day of October 2023, the following proceedings were held and entered of record.

PROCLAMATION 23- 07

REFERENDUMS

WHEREAS, Article IV, Section 1 of the New Mexico Constitution states that the people reserve the power to disapprove, suspend and annul any law enacted by the Legislature except for general appropriations laws, laws providing for the preservation of the public peace, health or safety, for the payment of public debt, for the maintenance of the public schools or state institutions and local or special laws;

WHEREAS, Article IV, Section 1 also requires the legislature to enact laws necessary for the effective exercise of the referendum power;

WHEREAS, the Legislature so enacted the necessary laws in Chapter 1, Article 17, Section 1 through 14 setting out the requirements for a Referendum Petition and the procedure for submitting the same;

WHEREAS, any person who is a qualified elector, as defined by Section 1-1-4, NMSA 1978, who disapproves of any law not excepted by the New Mexico Constitution may sign a referendum petition;

WHEREAS, prior to the circulation for signature, Section 1-17-8, NMSA 1978, requires the Secretary of State either approved and certify the original draft of the Referendum Petition or disapprove the original draft of the Referendum Petition and specify each deficiency;

WHEREAS, decisions regarding the Secretary of State's determination of sufficiency or insufficiency are subject to review by the New Mexico Supreme Court in the form of a Mandamus action, pursuant to Section 1-17-13, NMSA 1978; and

WHEREAS, Referendum Petitions deemed sufficient shall be voted upon by the people at general election after publication and posting of the required notice, pursuant to Section 1-17-14, NMSA 1978.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of County Commissioners of Luna County, that it supports the constitutional right regarding referendums as established in Article IV, Section 1 of the New Mexico Constitution as exercised pursuant to the Legislative authority in Section 1-17-1 through 14, NMSA 1978, and encourages the citizens of Luna County to participate in the processes of government, including the right of qualified electors to sign and vote on sufficient Referendum Petitions.

Done at Deming, New Mexico this 12th day of October, 2023

Luna County Board of County Commissioners

ATTEST:

**John S. Sweetser, Chair
Commissioner, District 3**

Berenda McWright, County Clerk

**Ray J. Trejo,
Commissioner, District 1**

**Colette M. Chandler,
Commissioner, District 2**

Be it remembered that at the Regular Meeting of the Luna County Board of County Commissioners in Deming New Mexico, on the 12th day of October 2023, the following proceedings were held and entered of record.

PROCLAMATION 23-08

Domestic Violence Awareness Proclamation

WHEREAS, domestic violence is a grave violation of human rights that affects individuals of all backgrounds, regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS, we acknowledge the profound and far-reaching impacts of domestic violence, as it tears apart families, fractures communities, and undermines the very fabric of our society. Its insidious nature not only inflicts immediate harm but also perpetuates a cycle of violence that can span generations and

WHEREAS, we recognize the critical importance of providing comprehensive services and support to those affected by domestic violence. Acknowledging that accessible and compassionate resources, including advocacy, shelter, and transitional housing programs, play a vital role in offering safety, stability, and a pathway to healing for survivors and their families; and

WHEREAS, La Casa, Inc., a domestic service provider, has consistently served as a beacon of hope by offering crucial assistance through its programs and services; and

WHEREAS, La Casa, Inc., initially established by a group of dedicated volunteers, has since evolved into the largest provider of comprehensive services in the State of New Mexico, extending support to all individuals affected by domestic violence; and

WHEREAS, in the year 2022 alone, La Casa, Inc. provided an astounding 16,962 overnight stays in emergency and transitional housing, reflecting the remarkable growth the organization has achieved since its establishment in 1981; and

WHEREAS, we stand united in our commitment to eradicating domestic violence and creating a society where every person can live free from fear, abuse, and oppression. Domestic Violence Awareness Month serves as a call to action for our community to come together, support survivors, advocate for change, and work tirelessly toward a future where no one has to endure the horrors of domestic violence; and

NOW, THEREFORE, we, the undersigned, proclaim October as Domestic Violence Awareness Month. We urge all individuals, organizations, and communities to join us in honoring the lives lost due to domestic violence, supporting survivors, promoting prevention efforts, and advocating for the provision of shelter and housing services that offer solace, security, and hope to those in need. Together, we can create a society where every person is valued, protected, and empowered to live a life free from violence.

Done at Deming, New Mexico this 12th day of October, 2023

Luna County Board of County Commissioners

ATTEST:

**John S. Sweetser, Chair
Commissioner, District 3**

Berenda McWright, County Clerk

**Ray J. Trejo,
Commissioner, District 1**

**Colette M. Chandler,
Commissioner, District 2**

APPOINTMENT OF Jose Martinez

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

This is to certify that I have on this 21 day of September, 2023 A.D. appointed Jose Martinez as my Captain in and for the County of Luna, State of New Mexico, hereby authorizing him/her to discharge all duties of said appointment of Captain, according to the law.


WITNESS MY HAND THIS 21 DAY OF September, 2023 A.D.

MEBY
SHERIFF, LUNA COUNTY, NEW MEXICO

OATH OF OFFICE

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

I, Jose Martinez, having received the above appointment as Captain in and for the County of Luna, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, and also the Constitution of the State of New Mexico, and that I will faithfully, impartially, and to the best of my ability discharge all the duties of said office and appointment.


SIGNATURE OF APPOINTEE

STATE OF NEW MEXICO
COUNTY OF LUNA

Subscribed and sworn before me by Mike Eby.
Sheriff and Jose Martinez appointee.
This 21 day of September, 2023.


NOTARY

STATE OF NEW MEXICO
NOTARY PUBLIC
STEPHANIE YOUNG
COMMISSION # 1119338
EXPIRES AUGUST 11, 2025

Approved this _____ day of _____ 2023 A.D., by the Board of County Commissioners, Luna County, New Mexico.

CHAIRMAN, BOARD OF LUNA COUNTY COMMISSIONERS

APPOINTMENT OF Michael Brown

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

This is to certify that I have on this 21 day of September, 2023 A.D. appointed Michael Brown as my Captain in and for the County of Luna, State of New Mexico, hereby authorizing him/her to discharge all duties of said appointment of Captain, according to the law.

WITNESS MY HAND THIS 21 DAY OF September, 2023 A.D.

M Eby
SHERIFF, LUNA COUNTY, NEW MEXICO

OATH OF OFFICE

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

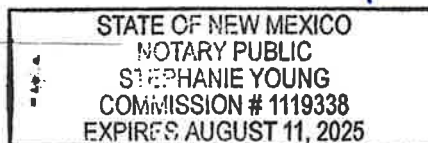
I, Michael Brown, having received the above appointment as Captain in and for the County of Luna, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, and also the Constitution of the State of New Mexico, and that I will faithfully, impartially, and to the best of my ability discharge all the duties of said office and appointment.

Michael Brown
SIGNATURE OF APPOINTEE

STATE OF NEW MEXICO
COUNTY OF LUNA

Subscribed and sworn before me by Mike Eby,
Sheriff and Michael Brown appointee.
This 21 day of September 2023.

[Signature]
NOTARY



Approved this _____ day of _____ 2023 A.D., by the Board of County Commissioners, Luna County, New Mexico.

CHAIRMAN, BOARD OF LUNA COUNTY COMMISSIONERS

APPOINTMENT OF CESAR MORENO

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

This is to certify that I have on this 4 day of October, 2023 A.D. appointed CESAR MORENO as my DEPUTY SHERIFF in and for the County of Luna, State of New Mexico, hereby authorizing him/her to discharge all duties of said appointment of DEPUTY SHERIFF, according to the law.

WITNESS MY HAND THIS 4 DAY OF October, 2023 A.D.

MEby
SHERIFF, LUNA COUNTY, NEW MEXICO

OATH OF OFFICE

STATE OF NEW MEXICO)
COUNTY OF LUNA) ss

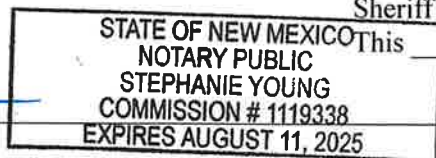
I, CESAR MORENO, having received the above appointment as DEPUTY SHERIFF in and for the County of Luna, State of New Mexico, do solemnly swear that I will support the Constitution of the United States, and also the Constitution of the State of New Mexico, and that I will faithfully, impartially, and to the best of my ability discharge all the duties of said office and appointment.

[Signature]
SIGNATURE OF APPOINTEE

STATE OF NEW MEXICO
COUNTY OF LUNA

Subscribed and sworn before me by Mike Eby,
Sheriff and CESAR MORENO, appointee.
This 4 day of October, 2023.

[Signature]
NOTARY



Approved this _____ day of _____ 2023 A.D., by the Board of County Commissioners, Luna County, New Mexico.

CHAIRMAN, BOARD OF LUNA COUNTY COMMISSIONERS

Be it remembered that at the Special Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 12th day of October 2023, the following proceedings were had and entered of record.

RESOLUTION NO. 23-73

CALL TO ADOPT ORDINANCE 117

WHEREAS, pursuant to Section 4-37-1, NMSA 1978, grants Counties, through the Board of County Commissioners the power to make, publish and repeal ordinances;

WHEREAS, Section 4-37-7, NMSA 1978, Ordinances governs the proposal of ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners hereby give notice of its intent to consider the adoption of Ordinance 117; Affordable Housing at the Regular Meeting on November 16, 2023, at 10:00 a.m. or as soon thereafter as the matter may be heard in the Luna County Courthouse, 700 S. Silver Ave., Deming, New Mexico.

BE IT FURTHER RESOLVED that the Luna County Manager is authorized to take all necessary action necessary to properly place the issue of the adoption of Ordinance 117 before the Board of County Commissioners, including but not limited to, the publication of title and a general summary of the proposed adoptions and making a copy of the proposed available to interested persons beginning with the date of publication, but no later than two weeks prior to the November 16, 2023 meeting.

DONE THIS 12th DAY OF OCTOBER, 2023

by the Board of County Commissioners of Luna County

ATTEST:

John S. Sweetser, Chairperson
Commissioner, District 3

Berenda McWright,
County Clerk

Ray J. Trejo,
Commissioner, District 1

Colette M. Chandler,
Commissioner, District 2



COUNTY OF LUNA

Planning Department
700 S. Silver Ave.
PO DRAWER 551 DEMING NEW MEXICO 88031-0551
(575) 543-6620 FAX (575) 544-3455

Date: October 12, 2023

To: Luna County Board of County Commissioners

From: Planning Department

Subject: Variance

Background: Josue Perez and Maria Araceli Pacheco Vargas are requesting a variance to be able to file a claim of exemption for their property while they are locked in a five-year holding period.

In August 2023, Mr. Juan Amaya came in to the Planning Department in reference to a claim of exemption that had been filed in 2020. At that time, he split a parcel and sold Tract 1 to Javier Pacheco Vargas. His intent was to split the land into three, sell two, and keep one for himself. He stated that due to his not speaking English, he didn't realize the land was only divided into 2, not 3 lots. In 2022, he deeded over the lot he had kept (Tract 2) to Mr. Perez and Mrs. Pacheco Vargas; under the incorrect assumption that Tract 2 was actually 2 separate lots. His intent was to deed over a part of that and keep the other part. Both Mr. Perez and Mrs. Pacheco Vargas corroborated Mr. Amaya's intent. They would now like to file another claim to re-divide and give Mr. Amaya the piece of property he originally intended to keep. At this time, they are locked into a five-year holding period due to a clause on Exemption #13, which was the one used to divide originally. They are filing this variance request to be allowed to divide despite the hold, due to the process having been done this way unintentionally.

*The Board of County Commission shall have final authority to approve, approve with conditions or deny said variance.

Staff Finding of Fact

1. All three parties have agreed to the unintentionality of the land split as it was done and are working to correct the error.

Staff Recommendation: Based on staff finding of fact, staff recommends
__x__ approval/ _____denial of this variance

(Please see attached documents)

Done at Deming, New Mexico this 12th day of October 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo,
Commissioner, District 1

Berenda McWright, County Clerk

Colette M. Chandler,
Commissioner, District 2

John S. Sweetser, Chairperson
Commissioner, District 3



COUNTY OF LUNA

Planning Department

700 S. Silver Ave.

PO DRAWER 551 DEMING NEW MEXICO 88031-0551

(575) 543-6620 FAX (575) 544-3455

Date: October 12, 2023

To: Luna County Board of County Commissioners

From: Planning Department

Subject: Variance

Background: Mr. and Mrs. Pinson are requesting a variance to allow Mrs. Pinson's mother, Esther Hanson, to live in an RV on their property for an extended amount of time.

In mid-August, Code Enforcement Officer Manny Armendariz came across a property which has an RV that is being lived in. He addressed the Pinson's, letting them know that this was not allowed as per Ordinance 77: Article 3: Section 3.1.2 of Ordinance 77; Recreational Vehicles shall not be occupied as permanent residences. Recreational vehicles intended for long term residence must be located in an approved Mobile Home or Recreational Vehicle Park. They explained the situation, stating that it was Mrs. Pinson's elderly mother, whom has medical conditions that make it difficult for her to care for herself and asked if an exception could be made due to these conditions. Mr. Armendariz advised that a variance could be filed in the Planning Department.

Staff Finding of Fact

1. The Planning Department received proof from two doctors advising of Mrs. Hanson's various medical issues.
2. The RV is kept up and the property in general has no violations nor have there been any previous issues.

(Please see attached documents)

Staff Recommendation: Based on staff finding of fact, staff recommends
__X__ approval/ _____ denial of this variance

Staff Recommendation: Based on staff finding of fact, staff recommends
__X__ approval/ _____ denial of this variance

*The Board of County Commission shall have final authority to approve, approve with conditions or deny said variance.

Done at Deming, New Mexico this 12th day of October 2023.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo,
Commissioner, District 1

Berenda McWright, County Clerk

Colette M. Chandler,
Commissioner, District 2

John S. Sweetser, Chairperson
Commissioner, District 3

Be it remembered that at the Regular Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 12th day of October, 2023, the following proceedings were had and entered of record.

FIRST AMENDED RESOLUTION 23-05

NOTICE OF RIGHT TO INSPECT PUBLIC RECORDS

WHEREAS, Luna County Government shall comply with the Inspection of Public Records Act of New Mexico, Section 14-2-1 through 12, NMSA 1978;

WHEREAS, any person wishing to inspect public records may submit an oral or written request to the Custodian of Public Records. However, the procedures set forth in the Act shall be in response to a written request. The failure to respond to an oral request shall not subject the custodian to any penalty. If a person requesting inspection would like a copy of a public record, a reasonable fee set by the annual Notice of Fees Resolution shall be applicable;

WHEREAS, nothing in the Inspection of Public Records Act shall be construed to require a public body to create a public record;

WHEREAS, a written request shall provide the name, address and telephone number of the person seeking access to the records and shall identify the records sought with reasonable particularity. No person requesting records shall be required to state the reason for inspecting the records;

WHEREAS, the custodian receiving a written request shall permit the inspection immediately or as soon as is practicable under the circumstances, but not later than fifteen days after receiving a written request. If the inspection is not permitted within three business days, the custodian shall explain in writing when the records will be available for inspection or when the public body will respond to the request. The three-day period shall not begin until the written request is delivered to the office of the custodian;

WHEREAS, in the event that a written request is not made to the custodian having permission of or responsibility for the public records requested, the person receiving the request shall promptly forward the request to the custodian of the requested public records, if known, and notify the requester. The notification to the requester shall state the reason for the absence of records from that person's custody or control, the records' location and the name and address of the custodian;

WHEREAS, for purposes of the Act, "written request" includes an electronic communication, including e-mail or facsimile and

WHEREAS, requests to inspect public records should be submitted to the Custodian of Public Records.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Luna County that the Custodian of Public Records shall be the Luna County Manager's Office, contact information is as follows:

Luna County Courthouse
County Manager's Office
Malarie Carlos, IPRA Coordinator
700 S. Silver Ave.
Deming, NM 88030
Phone: (575) 543-6509
Fax: (575) 544-4293
hrlegalassistant@lunacountynm.us
<http://lunanm.seamelessdocs/f/datarecords>

DONE THIS 12th DAY OF OCTOBER, 2023

by the Board of County Commissioners of Luna County

ATTEST:

John S. Sweetser, Chairperson
Commissioner, District 3

Berenda McWright,
County Clerk

Ray J. Trejo,
Commissioner, District 1

Colette M. Chandler,
Commissioner, District 2

Be it remembered that at the Regular Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 12th day of October 2023, the following proceedings were had and entered of record.

RESOLUTION 23- 74

SUPPORT FOR THE NEW MEXICO COUNTIES 2024 LEGISLATIVE PRIORITIES

WHEREAS, in August 2023, the New Mexico Counties Board of Directors approved three legislative priorities for consideration by the New Mexico Legislature at its 2024 session; *and*

WHEREAS, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

1. HB 2 Appropriations

Detention Reimbursement Fund

Fully fund County Detention Facilities Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- Currently at \$5 million
- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$7.5 million.

Detention Recruitment and Retention

Appropriate \$10 million to the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to make such payment.
- Counties should not be responsible to pay for state prisoner extradition.

RISE Funding

Make permanent and increase county participation in the RISE (Reach, Intervene, Support and Engage) Program.

Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government EMS services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- EMS services are vital to the health and welfare of New Mexico citizens.

Courthouse Funding

Create a recurring appropriation of \$25 million for construction and renovation of state district courthouses.

- In 2023, the legislature appropriated \$23 million to the Administrative Office of the Courts to assist with critical needs.
- \$15 million was designated to resolve litigation between the 8th Judicial District Court and Otero County and the remaining balance is being distributed based on needs statewide.
- Counties maintain that district courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

State Health Benefits Plan

Create a State Health Benefit Fund solvency plan.

- The current State Health Care Benefit Plan is facing an estimated \$149 million deficit.
- The State of New Mexico has not increased premiums in the past three years.
- The General Services Division invoiced local government public bodies (LPB) for approximately \$18 million for previous and projected shortfalls.
- NMC has filed a lawsuit on behalf of 24 counties questioning the legality of these “special assessments.”
- NMC seeks a solution to ensure fund solvency and guarantee proper notice and planning to enable LPBs to adequately budget for increased cost moving forward.

2. Elected Official Salary Increase

Increase the salary cap for newly elected county officials by 15% with a provision for future adjustments to track the Consumer Price Index (CPI).

- Last amended in 2018 (HB69) for increases beginning in 2019.
- Historically adjusted approximately every 4 years.
- Must be in place when newly elected officials take office in 2024.
- CPI provision would eliminate the need for repeated legislative action.

3. Firefighter Recruitment & Retention

Appropriate a \$50 million reoccurring fund to the NM Department of Homeland Security to be administered by the State Fire Marshal's Office for fire departments to staff, recruit, and retain career and volunteer firefighters.

- Call volume has increased by as much as 50% in the last year.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Luna County does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2024 session.

**Done at Deming, New Mexico this 12th day of October 2023.
LUNA COUNTY BOARD OF COMMISSIONERS**

ATTEST:

Ray J. Trejo,
Commissioner, District 1

Berenda McWright, County Clerk

Colette M. Chandler,
Commissioner, District 2

John S. Sweetser, Chairperson
Commissioner, District 3

EXHIBIT B

RESOLUTION 23-75

Luna County TPF Project

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of Luna and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$400,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$380,000.00
- and
- b. Luna County's proportional matching share shall be 5% or \$20,000.00

The total project cost is \$400,000.00

Luna County shall pay all costs, which exceed the total amount of \$400,000.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2026 and the Luna County 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 the written agreement.

Now therefore, be it resolved by the Luna County to enter into Cooperative Agreement for Project Control Number LP10055 with the New Mexico Department of Transportation for the TPF Program for year 2024 for Sunshine McCan Truck Route-Planning, Preliminary Design, Final Design, Topographical Survey, Right of Way Determination, Subsurface Utility Engineering, Biological and Cultural Resources Survey, and NMDOT Environmental PCE Clearance- within the control of the Luna County in New Mexico.

Done at Deming, New Mexico this 12th day of October 2023.
LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

Ray J. Trejo,
Commissioner, District 1

Berenda McWright, County Clerk

Colette M. Chandler,
Commissioner, District 2

John S. Sweetser, Chairperson
Commissioner, District 3



National Center for Public Lands Counties

County governments are a leading voice in the intergovernmental partnership in responsible resource management. Understanding our unique role as co-regulators and conveners, Congress has consistently supported appropriations for critical programs like Payments In-Lieu of Taxes (PILT) and Secure Rural Schools (SRS) and granted new authorities to federal lands agencies to broaden the scope, pace and scale of their on-the-ground resource management work with local governments.

To truly benefit from these unique opportunities and investments, counties must accelerate our evidence-based research, peer information exchanges, and overall understanding of our lessons learned, emerging trends analysis, and priority public policy issues.

The NACo and WIR Boards of Directors therefore established the National Center for Public Lands Counties (The Center) to give public lands counties an enhanced opportunity to demonstrate how prosperous public lands counties create a prosperous America. The Center will utilize traditional and new media—such as podcasts and video interviews—to tell these stories and develop detailed, individual research and written county profiles focused on:

- County partnerships with federal agencies, states, tribes and other counties to reduce wildfire risk, responsibly develop energy and minerals, provide stewardship for recreational use of federal lands, improve watersheds, conserve species and their habitat, and protect our national parks and other natural treasures
- County investments of PILT, SRS and other natural resource revenue payments to benefit residents, visitors and surrounding public lands
- The different economic drivers in rural vs. urban public lands counties
- Development and implementation of county natural resource management plans and baseline socioeconomic data for environmental analyses
- Resource values of federal lands compared to nearby privately owned lands
- Meeting the unique challenges facing public lands counties, such as housing affordability for residents and federal employees, ensuring a stable tax base to deliver critical services, and managing infrastructure on federal lands

For the Center to meet its mission and serve as a long-term tool for public lands counties, a voluntary investment of \$15 million over the next two years, financed through voluntary contributions from county general funds, is needed to hire the necessary staff to conduct this critical research and keep the Center on a sustainable financial course. Initially, the Center will need 1-2 hard-working, passionate and talented writers who can help tell the county story. The Center will report to the NACo and WIR Board of Directors on its financial health and issue an annual report at the annual WIR Conference.

The Center's governing body will be made up of the following individuals within NACo leadership:

- WIR Executive Committee (President, 1st VP, 2nd VP, Immediate Past President)
- NACo Public Lands Steering Committee Chair

- NACo Public Lands Steering Committee Subcommittee Chairs
- NACo West Region Representative
- NACo Executive Director
- Executive Director from WIR Immediate Past President's home state
- NACo Public Lands Legislative Director and WIR Liaison, serving as NACo staff liaison to the governing board

The Center's governing board will also be empowered to develop an annual workplan based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee. At the WIR Annual Conference each May, the WIR Board of Directors and the NACo Public Lands Steering Committee will review the activities and performance of the Center and consider and adopt the proposed workplan for the next year.

In order to leverage the expertise of NACo's public lands membership, the governing board will also have the ability to appoint research subcommittees made up of county officials, based on the research priorities selected by the WIR Board of Directors and NACo Public Lands Steering Committee, to coordinate and oversee the research efforts of the National Center. Research work conducted by the National Center will be non-partisan, aligned with NACo policy and priorities and will not directly conflict with the interests of any county.

NACo staff contact: Jonathan Shuffield, NACo Legislative Director for Public Lands, at 512.965.7268 or jshuffield@naco.org

DESCRIPTION	Amount
NACO PUBLIC LANDS RESOURCE CENTER ASSESSMENT	\$59,725.00
<div>Subtotal: \$59,725.00</div> <div>Balance: <u> </u> \$59,725.00</div>	

OCTOBER 2023



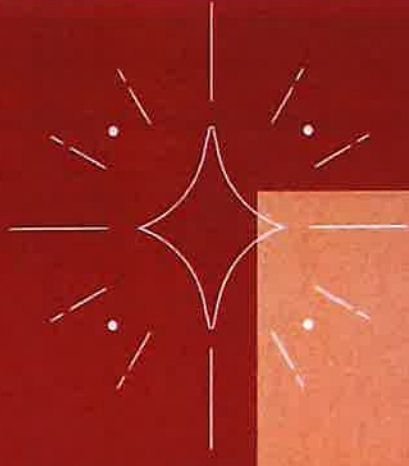
AMERICAN LEGION GRANT PROPOSAL

Prepared By:

American Legion Post 4

Prepared For :

Luna County



Dear Luna County



The American Legion Bataan Post 004 kindly requests \$7,000.00 to finish up on projects. Our total cost is about \$14,000, but we are looking for \$7,000.00 from the City of Deming and \$7,000.00 from Luna County. With your help, last year we were able to complete our proposed project of reconstructing the roof of our building.

This year, with your help, we are intending to repair gas leaks, complete freezer repairs, replace the sink faucets and utility sinks, update the paint on the building and sign, enclose and insulate windows, complete the repairs of the heating/cooling, complete the outdoor storage unit, and replace the broken stove and burner/griddle area.

We appreciate Luna County taking interest in helping our local community and for considering investing in our program. please give me a call at 575-494-8663 if you have any questions or require additional information.



Sincerely,
Randall Meyers

Executive SUMMARY

The American Legion was established in 1922 by Congress who had a vision to support local Veterans and their families.

The American Legion which currently operates in Deming serves more than 350 members through a variety of ways including charity work, helping the fallen soldiers, and ensuring that the veterans of Luna County have help for any program that they need. Our mission is to provide a place for veterans and their families to socialize. We attempt to provide activities that are free or available at an inexpensive cost. To many of our veterans, it is like a family and a safe place to relax and be themselves.

Our Post is dedicated to helping veterans in any way we can. On a weekly basis, we provide activities to our members and their guests every day of the week.



Our GROUPS

Auxiliary

The Auxiliary provides the following:
Luncheon on the third Wednesday of every month; Support for our veterans in the Fort Bayard Veterans Hospital (with outdoor BBQ's monthly during the summer, Christmas Party and gifts for each veteran, and supplies like toiletries and activity items, books and magazines), Halloween Party, Thanksgiving meals, Christmas Party, Thanksgiving baskets for needy families, (with all left over food going to the Deming Firefighters or the Healing House), School supplies for kids, Art supplies, scholarships to auxiliary families, Girls' State Scholarships, sponsoring a pee-wee princess, Sponsoring the Honor Flight, Donating to Wreaths Across America and Coats for Kids, Fair Parade and selling poppies.



Riders

The Riders are involved with the following the following:
Legacy Charity Run, Momo Charity Run, SAVE Ride (Veteran Affairs Suicide Prevention Training), Megan Charity Run, Tombstone Charity Run, Duck Race Participants, Fair Parade Participants, Funeral Escorts, Memorial Ceremonies, assisted Headlight with furniture move and provided pink welding equipment for girls in welding class.



Legion

The Legion participates in:
Flag retirements, Memorial Day Ceremony and meal, place flags on veteran's graves in local cemeteries, Boys State Scholarship, Red star flag presented to parents of deployed sons/daughters, Parade rifles and sabers for Jr ROTC members at DHS, Duk Race sponsor, Labor Day picnic, Labor Day Bowling Tournament, Legion Bowling Team, Veterans Day Ceremony and meal, Annual Summer BBQ, Member Appreciation Meal, 4th of July picnic lunch, Salsa Contest with Jessica Juarez, 9-11 Remembrance salute, Celebration of Life.

Outreach includes:

Helping veterans access benefits, provide travel to and from doctors/hospitals for veterans in need, provide info on food distribution for veterans, veteran job and housing assistance, helping to apply for burial in the National Cemetery and help to get funding for wheelchair ramps, etc.



Sons

The Sons participates in:
Scholarships for veteran families, donate to Play Sharity at the Deming Library, widows of veteran's assistance, donate to My Little School, Donate to DAG, Basketball courts Cesar Chavez Alternative School



In Addition

In addition to the above, we provide Chaplin services, Breakfast each Saturday with tips going to Outreach and various charities, Donations to Toys for Tots, Shop with a Cop, Halloween Trunk or Treat, Honor Flight guardian expenses and the Ft. Bayard mural as well as help with building repairs and improvements.





Activity Schedule

Mondays:

Free coffee/doughnuts 8am-11am

Game night football specials

Tuesdays:

8 Ball pool Tournament starting at 2pm

Wednesday:

Free coffee/doughnuts 8am-11am

Auxiliary Lunch 11am-1pm third wed. a month (\$8.00)

Thursday:

Taco Thursday 4pm-7pm except the second Thursday of the month.

Game night football specials

Friday:

Red Shirt Friday (\$5.00 off your alcoholic drink when you wear a red legion or red patriotic shirt)

Trivia night starting at 6pm

Music by Jessica Juarez once a month.

Saturday:

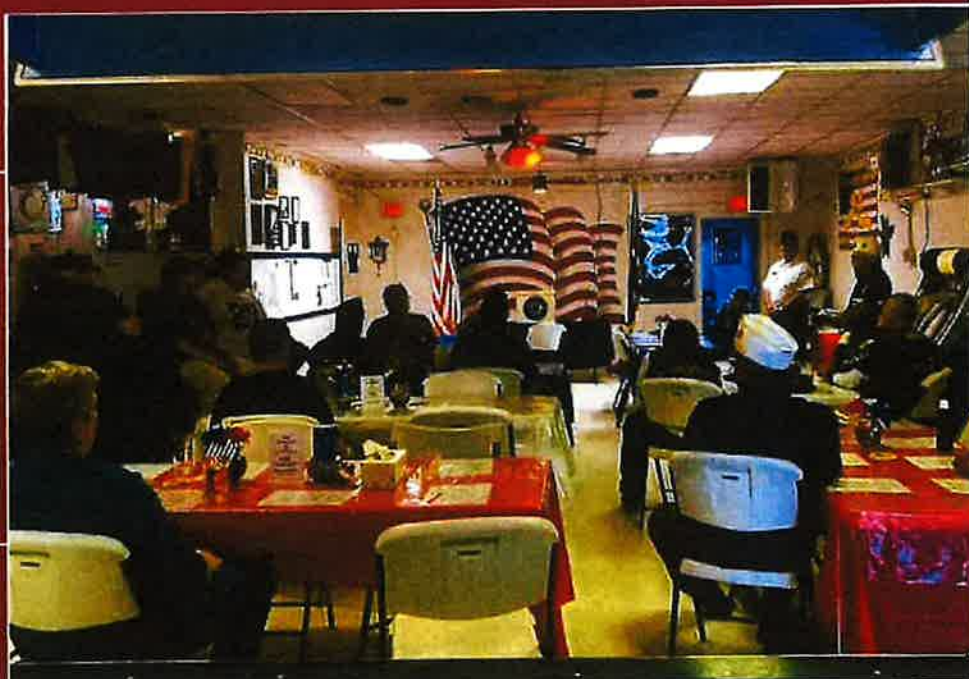
Breakfast provided by one of our 4 groups (\$8.00) Open to public

Karaoke 6pm-10pm

Sunday:

9 Ball pool Tournament starting at 2pm

Game night football specials



We look forward to
showing you how far
we can go with your
help.



Thank You!

American Legion
Post 004



Deming Luna County Commission on Aging



"People Making A Difference"

Julie Bolton
Executive Director

800 S. Granite Street
Deming, New Mexico 88030

Telephone: (575) 546-8823
Fax: (575) 546-4076

October 6, 2023

Mr. Chris Brice, County Manager
County Court House
700 South Silver Ave
Deming, New Mexico

Subject: Appointments to the Deming Luna County Commission on
Aging, Inc. Board of Directors

Mr. Brice:

The Commission on Aging (COA) met at their regular board meeting on September 28, 2023 with an agenda item to fill the current vacant Luna County Board position for the COA Board.

Mr. Dan Martin has submitted a letter of intent to be considered for a three-year appointment to the board. The COA is submitting this letter to recommend Mr. Dan Martin.

If any further information is needed please do not hesitate to contact us.

Respectfully,

Jennifer Roach
DLCCOA Board Chairperson


Julie Bolton
Executive Director

Programs:
Senior Companion Program
Foster Grandparent Program
RSVP-Retired Senior Volunteer Program

Services:
Adult Day Care
Respite Care
Congregate Meals
Transportation
Personal/Home Care
Home Delivered Meals

Dear Members of the Deming Luna County Commission on Aging,

I am writing to express my interest in the board position that is currently open. I am a well traveled, retired electromechanical engineer of over two decades . During COVID-19 I started woodturning, which led to the founding of Desert Designs Creations, a small business specializing in laser engraving, woodturning, & embroidery. I am also the chairman of the Bud Canfield Foundation, a non-profit that is building an assisted living facility in southern Luna County. I am president of the Columbus Artists Cooperative, a binational group of local artists who have come together to show off their amazing talents in the Desert Artistas Gallery.

I have a deep passion for helping the overlooked, and believe that my experience and skills would be a valuable asset to the Deming Luna County Commission on Aging. I am an effective communicator and collaborator. I am experienced in forging consensus among different groups to achieve our common goals.

Most people have the same hope for a future where organizations like this aren't needed. But the noise is drowning out the voices of cooperation. Once you cut through that, well... we can change the world.

I am interested in the Commission's work to provide services to seniors in need, and feel that the Canfield Foundation is a kindred spirit organization with a tighter focus of keeping our elders here at home, close to their friends and family. I believe that all seniors deserve to have access to quality housing and support resources. I believe that my positions within Columbus will give everyone a better picture of what we can do to improve the lives of every elder we serve. I look forward to working with the Commission to ensure that elders in Luna County can live safe, healthy, and independent lives.

Sincerely,

Dan Martin

Chair, Bud Canfield Foundation

President, Columbus Artists Cooperative

Owner, Desert Designs Creations

Indigent Hospital Claims Office

Chris A. Brice, County Manager

IHC Board Meeting October 12, 2023

Month	Number	Amount	Number	Denied
January	2	\$1,544.97	0	\$0.00
Feburary	5	\$20,133.68		
March	7	\$23,418.02		
April	5	\$12,293.87		
May	6	\$27,921.83		
June	1	\$1,338.93		
July	6	\$10,974.17		
August	6	\$11,700.44		
September	2	\$8,406.64		
October	0	\$0.00		
November	0	\$0.00		
December	0	\$0.00		
Total	40	\$117,732.55	0	\$0.00
This Month's Total	Mimbres Memorial Hospital			\$7,087.64
This Month's Total	Gila Regional Medical Center			\$0.00
This Month's Total	Memorial Medical Center			\$0.00
This Month's Total	Deming Fire Dept./EMS			\$0.00
This Month's Total	All Other Services			\$1,319.00
Total				\$8,406.64
Year to Date Total	Mimbres Memorial Hospital			\$86,034.04
Year to Date Total	All Other Hospitals			\$1,995.00
Year to Date Total	Deming Fire Dept./EMS			\$0.00
Year to Date Total	All Other Services			\$30,003.51
Total				\$118,032.55
Care of Prisoners This Month - Not including SNCP Funds				\$189,198.96
Care of Prisoners Year to Date Indigent - Not including SNCP Funds				\$1,652,315.63
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$57,256.50
Care of Prisoners Year to Date Dr. Bills				\$314,679.91
Total Cost of Care of Prisoners Year to Date				\$2,024,252.04
Monies Received - September 2023				\$101,754.42
Balance in IHC Fund as of September 30, 2023				\$1,046,060.81
Encumbrances as of September 30, 2023				\$386,686.75
		Date	Amount Approved	Amount Denied
	Signatures	10/12/2023	\$8,406.64	
Ray J. Trejo				
Colette M. Chandler				
John S. Sweetser				

IHC Board Meeting

October 12, 2023

[illegible]

AGREEMENT
BETWEEN
LUNA COUNTY
AND
AFSCME COUNCIL 18
DETENTION BARGAINING UNIT

Effective: July 1, 2023~~April 18, 2021~~ through June 30, 20263
~~As Amended October 6, 2022~~

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PREAMBLE

This Agreement is entered into by and between Luna County, New Mexico (hereinafter referred to as "Luna County" or "the County") and the American Federation of State, County and Municipal Employees, Council 18, Local 2061 (hereinafter referred to as "AFSCME" or "the Union"). This Agreement delineates the rights of employees, AFSCME and Luna County, and assures at all times the orderly, uninterrupted, and efficient delivery of quality services to Luna County and its citizens.

ARTICLE 1. RECOGNITION

1.1 Luna County recognizes AFSCME as the sole and exclusive collective bargaining representative for non-probationary Detention Officers, Corporals, Sergeants, Shift Lieutenants and Court Security Officers, Billing Specialist, Records/Court Liaison working at the Luna County Detention Center, except, confidential, supervisory, management, and support specialists. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.

1.2 Employee for the purpose of this agreement is defined as a bargaining unit employee.

ARTICLE 2. MANAGEMENT RIGHTS

2.1 Luna County retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon, vested in it and limited by the laws and constitution of the State of New Mexico, the Public Employee Bargaining Act, and local Ordinances. The parties recognize that except as specifically limited, abridged, or relinquished by this Agreement, the County and the Luna County Detention Center ("LCDC") retain all rights to manage, direct, or supervise the operations of the LCDC Center and its employees. Subject to the terms of this Agreement, the County and the LCDC retain the right to develop and implement rules and regulations for the purpose of maintaining order, safety, and efficient operations.

2.2 Luna County shall retain the right in accordance with applicable Federal and State laws and County Ordinances:

- 2.2.1 to determine the mission of the County and its departments;
- 2.2.2 to set standards;
- 2.2.3 to exercise control and discretion over County organizations and its operations;
- 2.2.4 to direct employees of Luna County and conduct evaluation and judgment of an employee's skill, ability, efficiency, and general performance;
- 2.2.5 to hire, promote, transfer, assign, and retain employees in positions within the County; and to suspend, demote, discharge, or take other disciplinary action against employees;
- 2.2.6 to relieve employees from duties because of lack of work or for other legitimate reasons;
- 2.2.7 to maintain the efficiency of the operations;
- 2.2.8 to determine the methods, means, shifts, and personnel by which such County operations are to be conducted; and
- 2.2.9 to take whatever actions may be necessary to carry out the functions and mission of Luna County and maintain uninterrupted service to its citizens in situations of emergency.

2.3 The Parties to this Agreement shall not interfere with the County and/or LCDC in the selection of its Representative identified for handling labor relations issues including, but not limited to, grievances, prohibited practice charges, investigations, negotiations, mediations, arbitration, or legal matters.

2.4 Luna County shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

2.5 Items not covered in this agreement will be handled in accordance with the most recent County Personnel Ordinance and Detention Center Standard Operating Procedures and Administrative Policies, Procedures and Directives, County Safety Handbook, and/or other Luna County policies or as these items are amended. If items are not in the policies, such will be left to management discretion.

2.6 Mid-Term Bargaining – The parties shall bargain in good faith during the term of the collective bargaining agreement all changes to wages, hours and all other terms and conditions of employment consistent with the Public Employees Bargaining Act, unless it can be demonstrated that the parties clearly and unmistakably waived the right to bargain regarding those subjects.

2.7 Neither party may be required, by this provision, to renegotiate the existing terms of collective bargaining agreements already in place.

ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 The Union shall have the right to select sufficient stewards to represent employees covered by this Agreement.

3.2 The Union shall provide Luna County with the following information about stewards, Local union President Local Union Vice President and Council 18 Representatives (Council 18 representatives refers to the paid staff of AFSCME Council 18): an electronic list of the names, E-mail addresses, telephone numbers, who are authorized to act on behalf of the Union and the extent of their authority. The list shall be updated when additions and/or deletions have occurred.

3.3 Stewards shall have full power on behalf of the Union to resolve all disputes and disagreements through Step 3 of the grievance procedure in the administration of this Agreement as set forth in the grievance and arbitration article in this Agreement.

3.4 Luna County shall allow employee union officials to attend on paid status meetings agreed to by the parties for purposes of administering this Agreement. Union officials, as defined in this section are the Local Union Presidents, Local Union Vice Presidents, and union stewards. Union time must be pre-approved and shall not be disapproved except for operational reasons. However, the County retains the right to disapprove union time when the steward/union official is in an overtime status. If disapproval necessitates an extension of time for processing a grievance, or interferes in a represented employee from receiving representation in a grievance, investigation or PDH, the time shall be tolled for the duration of the denial until union time is afforded so the employees' representative to represent the employee.

3.5 Union time shall count as hours worked for purposes of overtime computation but shall not qualify for payment of mileage or per diem unless an employee is otherwise assigned to a per diem status by Luna County. A steward/union official shall use union time only within assigned work hours to investigate and process grievances in the most efficient and effective manner possible to minimize operational impairment. Where a steward/union official desires to consult with another employee concerning a grievance on work time, both employees shall request and obtain prior permission to do so.

3.6 The parties shall each designate a centralized point of contact to coordinate the use of time and address any issues related to the use, or allegations of misuse of time. If there are concerns related to the use or alleged misuse of time, the County designee shall provide, as expeditiously as possible as much specific information as possible, and any supporting documentation, to the Union designee. The county will allow the union to address the issue internally. However, if Luna County is not in agreement to the resolution, this section will not restrict the county from taking disciplinary action using the disciplinary article in this agreement to address the abuse of time.

3.7 Council 18 Representatives shall have access to visit any Luna County worksite where bargaining unit employees are employed, as necessary for purposes of administration of this Agreement. Such consultation shall not unreasonably interfere with the operations of the County. Council 18 Representatives will provide 24 hour notice to the County and may designate a management representative through whom all such visits must be coordinated.

3.8 Luna County shall approve reasonable written requests for annual leave, accrued comp time, and/or leave without pay [hereinafter referred to as "LWOP"] for up to fourteen (14) calendar days, if requested by steward/union officials, to participate in union executive board meetings, union conventions, and employment as union staff.

3.9 Steward/union officials who are on non-work time, or union representatives, may distribute union literature on Luna County facility grounds in public areas, in non-public non-work areas, and in work areas where the distribution does not interfere with LCDC operations or present a security or confidentiality breach.

3.10 At facilities with 24-hour operations, steward/union officials who are on non-work time, or union representatives, may distribute union literature in public areas and in non-public non-work areas, but not in work areas (due to security, safety, privacy and confidentiality concerns) that pose security, safety, privacy and/or confidentiality concerns. The Union shall have the right to place literature in areas adjacent to where paychecks are initially distributed so that employees may take a copy of the literature.

3.11 The Union shall have exclusive use of separate bulletin boards of an equal size near every bulletin board used by the County to give information to employees. The Union will provide the bulletin board and Luna County will install it unless the County agrees to allow the Union to use existing bulletin board space. Postings on union bulletin boards shall be confined to internal union business, including notices and announcements of meetings, news items, labor-management news. The materials shall not include materials of a partisan, political, defamatory, or obscene nature or personal criticism of any individual.

3.12 Distribution of union literature at worksites shall not include materials of a defamatory or obscene nature or personal criticism of any individual. Luna County shall not authorize the posting of notices critical of the Union, or any union member (except for instances necessary to protect employees) and the Union shall receive advance written notices in these instances or posting on the County's official bulletin boards.

3.13 Within 180 days of the effective date of this Agreement, the Union will be afforded up to two (2) hours of work time to jointly participate with management in agency meetings in order to present and explain this Agreement to employees. As an exception to the above, at those agencies or institutions that have annual in-service training, a presentation may be made during the annual training.

3.14 Except as limited by law or this Agreement, each employee shall have the right to join and assist the Union freely, without fear of penalty or reprisal, or refrain from doing so, and Luna County and the Union shall assure that each employee shall be protected in the exercise of such right. Allegations concerning violations of these rights shall first be filed with the local labor board.

3.15 Union representatives may request the use of LCDC property to hold union meetings. Upon prior notification, Luna County will provide meeting space where feasible. Union meetings will not interrupt county work and will not involve employees who are on work time. Luna County shall make space available for union representatives to have confidential discussions with employees on an as-needed basis subject to availability.

3.16 Union officials and/or stewards are authorized to make reasonable use of copiers, FAX machines, computers (including email) and other office equipment for purposes of investigating and processing grievances and communicating with the County and regarding official labor-management business, provided such use does not interfere with official County business.

3.17 The Union shall be permitted to use internal Luna County mail systems, including computer/electronic mail, for bargaining unit mailings in accordance with applicable executive policies. The Union shall give the County reasonable notice in advance of any mass mailings. Correspondence hand delivered to bargaining unit members marked "confidential-union business" shall be treated as confidential.

3.18 The Union shall provide the County with the names and addresses of authorized union representatives who will be provided with notice of each orientation meeting held by the LCDC. The notice will be sent as soon as such meetings are scheduled and will include date, time, and location.

3.19 During orientation meetings, the Union will be permitted to give up to a thirty (30) minute presentation which may include an enrollment in supplemental union benefits and programs. The Union shall participate in the orientation meetings using the same medium as the County (e.g. telephone, videoconference, face-to-face meeting).

3.20 In the event an orientation meeting is not held, the Union will be permitted to provide information to be included in the orientation package that the County mails to the employee.

3.21 Steward Training. When an employee has been designated to fill a vacant steward slot the County shall permit a work day of union time in the steward's initial year of appointment and one-half work day for purposes of steward training each fiscal year thereafter that they remain a designated steward filling a steward slot.

ARTICLE 4. MEMBERSHIP AND CHECK-OFF OF UNION DUES

4.1 Luna County will honor voluntary union membership dues deduction authorizations.

4.2 The amount of the dues shall be certified in writing by the Union and shall not include special assessments, penalties, or fines of any type. The Union shall notify and identify to the County's designee the amount per pay period to be deducted for Membership of dues.

4.3 On the dues deduction authorizations the parties agree that they will determine how best to identify the dues paying structure to which the member belongs. The County's designee will begin all voluntary deductions promptly after receiving stamped authorization forms from the Union or the employee within two (2) pay periods following the pay period in which the authorization is submitted to the County's designee. Upon receipt, the County's designee will file the authorization forms in the employee's personnel file. Authorizations shall be submitted in writing by the Union or employee on the appropriate Union authorization form to the County's designee. Upon receipt, the County's designee shall send the Union a copy of such forms via email or mailed to 1202 Pennsylvania NE, Albuquerque, NM 87110.

4.4 Membership dues deduction authorizations shall continue until the employee instructs the Union, in writing to end such deduction, as long as such employee instruction to end dues deduction is made in accordance with the language on the employee's written dues deduction authorization form. Currently, authorization for dues can only be revoked during the ten (10) days following the anniversary date of employment. Within two (2) weeks of the Union's receipt of the employee's request to cease payroll deductions, in accordance with this section, the Union will notify the County's designee to cease deductions.

4.5 In the event the County's designee becomes aware that an employee may be entitled to a reimbursement of membership dues, the County's designee shall notify the Union. If the Union determines that a refund of membership dues is necessary such reimbursement shall be made by the Union to the employee.

4.6 If an employee has insufficient earnings for the pay period, no dues or other deduction will be made for that employee for that pay period.

4.7 The County's designee shall, upon request, provide the Union with a list of the names of each of the employees from whom the County's designee is making deductions pursuant to this Agreement.

4.8 The County's designee will honor separate additional voluntary deductions or authorizations for the Union's political action committee (PEOPLE) within two pay periods following period in which the authorization is submitted to the County's designee. An employee shall specify the amount of additional authorizations for the PEOPLE program.

4.9 It is specifically agreed that Luna County assumes no obligation, financial or otherwise, arising out of its application of the provisions of this Article, and the Union agrees that it will indemnify and hold Luna County harmless from and against any claims, actions or proceedings arising from deductions made by the State pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 5. PROMOTION

5.1 Purpose: It is the intent of Luna County to promote the highest qualified person willing to accept the responsibility of leadership and management to vacant positions within the Detention Center. This policy will serve as a guideline to accomplish this in a manner which is fair and impartial to all applicants.

5.2 Policy: When a position of promotion opens up within the department, it is encouraged that all qualified personnel apply for the position.

5.2.1 The vacancy shall be posted for a minimum ten (10) business office work days.

5.2.2 Qualifications for the position will be set by the ~~Warden~~~~Director~~ and will include holding the rank below the open position, when appropriate.

5.2.3 The employee must submit a letter of interest detailing his/her qualifications for the position to the ~~Human Resources Department~~~~Director or designee~~.

5.2.4 When a waiver is requested, the ~~Warden~~~~Director~~ will convene a panel consisting of one representative from management, one from the union and one from human resources to make a recommendation regarding the grant of the requested waiver.

5.2.5 The candidate being selected for the promotion will be on positional probation for a period of one year and is eligible to apply for other open positions after thirty (30) days of employment but is limited to one promotion during the probationary period.

5.3 The promotional process is calculated in the following manner:

5.3.1 Ten Percent (10%) overall evaluation by the ~~Warden~~~~Director~~ based on factors set out by the ~~Warden~~~~Director~~ at the time of posting the position.

5.3.2 Ten Percent (10%) for seniority with points split equally between General Seniority and Departmental Seniority. scaled according to seniority with no points available to those without the specified type of seniority.

5.3.3 Forty Percent (40%) written examination.

5.3.4 Forty Percent (40%) oral examination.

5.3.5 After all testing processes are completed, the candidate can review the results of their test.

5.3.6 The ~~Director~~ ~~Warden~~ will set minimum requirements.

5.3.7 The ~~Warden~~~~Director~~ will ensure all elements used in the promotional process are job related.

5.4 Oral interview

5.4.1 The ~~Director~~~~Warden~~, through the Human Resources Department, will appoint a board of four people to be involved in the interview process for the Detention Center. The board may consist of at least one Human Resources personnel and outside agency personnel.

5.4.2 The questions will be standardized, concerning the current job tasks. Each assessor will give a score as to how the question was answered. A total of all points will be tallied anonymously and provided to the ~~Director~~ ~~Warden~~ for his review.

5.4.3 Each applicant will receive a written notice as to testing dates and no later than completion of the test, interview times will be advised.

5.5 Written Testing

5.5.1 A written test will not be required when there is only one candidate for a position, provided that the candidate received a score of at least 80 on a 100 point scale.

5.5.2 A written test will be given when a sole candidate scores less than 80 or when there are two or more qualified candidates applying for a position. Once applicants have taken the written test and turned them in for grading, the results of the test will be graded and forwarded to the ~~Director-Warden~~ for his review.

5.5.3 Any specialized testing deemed necessary by the ~~Director-Warden~~ will be conducted by a member of the department who can objectively interpret the testing process.

5.5.4 Upon completion of the testing process, all applicants will be notified of their respective test scores in writing by the Human Resources Department Director when they are notified about the Interview Schedule, ~~or his designee of the candidates' disposition~~.

5.5.5 The ~~Director-Warden~~ will review the results of the entire promotional process and candidates will be notified about the promotion by the ~~Director-Warden~~ or Human Resources Department.

5.5.6 When a candidate fails to achieve a passing score on either the written test or oral interview, the candidate will not be eligible for that position for ~~three (3) six (6)~~ months thereafter, ~~unless a waiver is requested and granted by the Director~~. Passing scores for competitive positions are 70 on a 100 point scale for both the test and interview. Passing scores for sole applicants are 80 on a 100 point scale on the interview and, if necessary, 70 out of 100 on the test.

ARTICLE 6. EXAMINATIONS

6.1 Employees may be required to take and pass a medical examination at any time with good cause or bona fide reasons for the exam stated by the County, to determine their mental or physical capabilities to perform their assignments satisfactorily. If it is determined by the County that an employee cannot perform his assigned duties due to a medical or mental condition, the employee may be separated from employment with Luna County. The employee may request FMLA as applicable.

ARTICLE 7. RETURN TO WORK RELEASE

7.1 An Employee, in case of a non-work related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his own choice and shall obtain a release form such practitioner to return to work.

7.2 Luna County may require an employee to submit to a medical or psychological review with a practitioner of Luna County's choice at the County's expense.

7.3 In the event of disputing decisions by the above practitioners, the Employee and Luna County shall agree on a third practitioner within ten (10) working days who shall determine the fitness of the employee to perform the duties of the assigned position and whether the employee is released to return to duty. The cost of the third practitioner shall be paid by the County. Failure of the Employee and Luna County to agree on a third practitioner within ten (10) workdays will allow Luna County to make a determination based on the information provided by the original two practitioners.

ARTICLE 8. LIGHT DUTY

8.1 A bargaining unit member who has been on authorized leave due to an injury, illness, or other medical consideration, may upon release from his/her physician, be permitted to return to work in a temporary light duty assignment, if such assignment is available, as determined by Luna County. The Employee must present a medical release from a physician certifying the employee can return to the light duty assignment. Light duty refers to duty other than normal job duties and it is not the intent of this provision that such duty is of a “make work” nature. The lack of light duty assignment is not a grievable item.

ARTICLE 9. ISSUED EQUIPMENT

9.1 It shall be the responsibility of Employees having custody of any County equipment and/or property to make sure that it is properly cared for, kept clean, assure that it is used for County use only, and returned to its place of storage and secured. Any damaged or missing equipment or property shall be reported immediately to the Employee's supervisor in writing for replacement. Vehicle maintenance shall normally occur during duty hours. An Employee who is unable to have vehicle maintenance performed during duty hours shall inform the Employee's supervisor.

ARTICLE 10. UNIFORMS

The County will continue to provide uniforms to bargaining unit employees. Employees are required to maintain their uniforms in a neat and clean appearance at all times.

ARTICLE 11. HEALTH AND SAFETY

11.1 The parties will abide by applicable Federal and State laws, rules and regulations and Luna County and Department's Health and Safety policies and practices.

ARTICLE 12. TRAINING

12.1 Employees will complete all required training including, but not limited to, Risk Awareness Program (RAP) training and training to maintain certifications. Training occurring on an employee's day off will be considered time worked for purposes of computing overtime. Failure to complete such training and/or falsification of training records will be just cause for disciplinary action.

~~12.2 A Training Recommendation Committee ("TRC"), consisting of the Union President, or designee, the LCDC Director, or designee, and the County Attorney, or designee from Human Resources, will make non-binding recommendations regarding annual training requirements. The TRC will, at minimum, meet in March and September and at other times upon request of any TRC member, to make recommendations regarding training requirements and opportunities and programs.~~

12.3—Employees may request to attend additional training, which is subject to approval and budgetary constraints. Employees sent to training may be required to train, if the employee is a certified trainer, or brief employees on the information and knowledge gained in the training. Refusal to provide training/briefing to employees may be grounds for disciplinary action.

ARTICLE 13. INTERNAL INVESTIGATIONS

13.1 It is recognized by the parties that it is the County's obligation and responsibility to timely investigate any charge of employee misconduct.

13.2 Any internal/administrative investigation conducted by the department or county shall comply with applicable law of the State of New Mexico, including the Peace Officer Employee-Employer Relations Act, and current departmental and county policies regarding internal investigations or administrative investigations.

13.3 An employee may request a status report for any investigation lasting longer than thirty (30) days.

ARTICLE 14. DISCIPLINARY ACTIONS

14.1 General Provisions.

- 14.1.1 The County shall discipline employees only for just cause.
- 14.1.2 The purpose of this Article is to encourage the use of counseling and positive discipline as methods of assisting employees in correcting work violations and behavior and improving job performance.
- 14.1.3 All disciplinary action, constructive criticism, or counseling shall be conducted in private.
- 14.1.4 A written notification of investigation will be initiated within ten (10) of the subject employee's working days of the commission, omission or discovery of an act that precipitated the charges and the investigation. In cases where extensive investigation is required, disciplinary action will not be initiated until the facts have been established.
- 14.1.5 All disciplinary action in the nature of suspension, demotion or dismissal shall be preceded by a written Notice of Intent to Discipline which shall include the conduct, action or omission which form the basis for the contemplated disciplinary action. The notice of intended discipline shall also identify any policy, regulation, procedure or statute violated.
- 14.1.6 Upon receipt of a Notice of Intent to Discipline or written reprimand the employee or his representative shall be entitled to review all documentation or recorded statements that relate to the disciplinary action. The predetermination hearing, available only for suspension, demotion or dismissal shall not be held until the employee or his representative have had a reasonable opportunity to review the information and shall not be held any sooner than three (3) days or later than ten (10) days of receipt of the Notice of Intent to Discipline, unless otherwise agreed in writing by the County and the Union.
- 14.1.7 Prior to the final disciplinary action of suspension, demotion or dismissal, a Pre-Determination hearing shall be held.
- 14.1.8 Thereafter, a Notice of Final Action shall be issued and served upon the subject employee, and shall be limited to those matters set forth in the Notice of Intent to
- 14.1.9 The employer must impose any disciplinary action or issue a Notice of Intent to Discipline no later than forty-five (45) calendar days after the employer acquires knowledge the employee's misconduct of which the disciplinary action is imposed, unless facts and circumstances exist which require a longer period of time, such as arrest or filing of criminal charges.

14.2 Range of discipline. The range of discipline is as follows:

14.2.1 Oral Reprimand (Documented)

An employee is typically issued a documented oral reprimand in circumstances where a prior oral reprimand (undocumented) or constructive criticism to correct the same or similar behavior was ineffective. Documented oral reprimands shall be placed in the employee's official personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having received the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted

14.2.2 Written Reprimand

An employee is typically issued a written reprimand in circumstances where the infraction is perceived to be of a greater consequence than that for which an oral reprimand is typically issued or if a prior oral reprimand to correct the same or similar behavior was ineffective. Written reprimands shall be placed in the employee's official personnel file after providing the employee with a copy of the reprimand. The employee shall acknowledge having received the reprimand by affixing his signature to the reprimand. So doing shall not be construed as the employee's agreement that the reprimand was warranted.

14.2.3 Suspensions and Demotions.

An employee may be suspended without pay for a period not to exceed fifteen (15) thirty (30) working days, and/or demoted for a single serious offense or for continued

substandard job performance or misconduct when previous attempt(s) to

correct

behavior have failed. Employees on suspension shall not be eligible for

holiday

pay or overtime pay during the suspension period PROVIDED the Warden may approve the recall of any suspended employee when deemed necessary to address critical staffing needs, in which case the planned day or days of suspension for which the employee is recalled will be deemed served with a written recall notice prepared and filed in the employee's personnel file so indicating.

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14.2.4 Dismissal.

An employee may be dismissed when other discipline has failed to improve unacceptable behavior or job performance, or when an employee has engaged in a single serious event which is unacceptable for County employees.

14.3 Procedure for Removal of Oral and /Written Reprimands.

14.3.1 Disputes regarding written reprimands may be contested through the Grievance Procedure hereof, Steps 1 and 2 only but shall not be subject to Arbitration.

14.3.2 Upon receipt of a written request from the employee, six months (6) one (1)-year months after

a written reprimand has been issued, the written reprimand shall be removed from

the his personnel file, provided that the employee has received no further discipline

for the same or similar offense. In the event of a same or similar offense within

the six (6) month one (1)-year period, the written reprimand shall be permanently included in

the employee's personnel file.

14.3.3 Upon receipt of a written request from the employee, three (3) months after an oral reprimand has been issued, the oral reprimand shall be removed from the

personnel file, provided that the employee has received no further discipline for the same or similar offense. In the event of a same or similar offense within the three (3) month period, the oral reprimand shall be permanently included in the employee's personnel file.

14.4 Procedure for Disputing Final Disciplinary Action of Suspension, Demotion or Dismissal. Disputes regarding suspensions, demotions or dismissals shall be contested utilizing the Grievance Procedure set forth in this Agreement.

ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURE

15.1 Grievance is defined as a misinterpretation, misapplication, or violation of this agreement. Disciplinary actions involving suspension or termination may also be grieved under this procedure.

15.2 The grievance must be in writing and shall include the following information:

- 15.2.1 Identification of the specific Article and language in the Agreement that applies;
- 15.2.2 Identification of the action or inaction that generated the grievance;
- 15.2.3 The management employee involved;
- 15.2.4 The date of the alleged violation;
- 15.2.5 The specific relief requested "to be made whole" is not an acceptable specific relief;
- 15.2.6 The grievance must be signed and dated by the employee and/or the employee's representative, if the employee is represented.

15.3 "Working days" is defined as days the County administrative offices are open for business.

15.4 A grievance may be filed by a bargaining unit employee, the Union on behalf of the bargaining unit employees, or the County.

15.6 "Grievant", as used in this Article, shall be construed to include the Union and/or the individual employee, as may be required by the context of the reference.

15.5 Grievance Steps.

~~15.5.1~~ 15.5.1 STEP 1 All grievance filings will be with the Human Resources Department. The Grievant must initiate the grievance ~~initial grievance filing shall occur~~ within ten (10) working days of the commission or omission of the act that generated the grievance. ~~W-and within in ten five (105) working days of receipt of a grievance, the Human Resources Director, or designee, shall convene a Step 1 Grievance Resolution Meeting with -the Grievant and Department Head or Elected Official parties shall to attempt to resolve the grievance. If the Human Resources Director, or designee, is unable to resolve the grievance to the Grievant's satisfaction is not~~ resolved at this level, for whatever reason, the grievance may be submitted to Step 2 by the Grievant filing a written appeal with the Human Resources Department within ten (10) working days of the Step 1 Grievance Determination. ~~grievance may be appealed to the County Manager by filing the appeal in writing with the Human Resources Department five (5) working days of receipt of written Step 1 grievance determination.~~

15.5.2 STEP 2 Within ten (10) working days of receipt of the written appeal, the County Manager, or designee, shall convene a Step 2 Grievance Resolution Meeting with the Grievant, Department Head or Elected Official, and Human Resources Director to attempt to resolve the grievance. If the County Manager, or designee, is unable to resolve the grievance to the Grievant's satisfaction, for whatever reason, the grievance may be submitted to Step 3 by the Grievant filing

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a written appeal with the Human Resources Department within ten (10) working days of the Step 2 Grievance Resolution Meeting.

15.5.3 Grievance Determinations. All determinations, resolutions or failures to resolve shall be reduced to writing and submitted within ten (10) working days of the Resolution Meeting.

15.5.2 15.5.4 STEP 3 The parties shall attempt to resolve the issues at this level within five (5) working days of the date the appeal is filed with the Human Resources Department.

If the grievance is not resolved at the County Manager level, for whatever reason, the grievant may advance the grievance for arbitration.

If the grievance is not resolved by the at the County Manager to the satisfaction

15.5.3 of the Grievant, level by the parties, for whatever reason, the Grievant may submit a written request for an unrestricted list

of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from the region including New Mexico within ten (10) working days of receipt of the written Step 2 Grievance Determination. The request to the FMCS

shall include notice to the Human Resources Department/County Manager.

15.6 Within ten (10) working days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.

15.7 If an issue of arbitrability exists, the Arbitrator shall determine such issues by briefs prior to scheduling the merits hearing. If the Arbitrator determines the grievance to be arbitrable, the Arbitrator shall schedule a hearing on the merits of the grievance. A hearing on the merits of the grievance shall occur within six (6) months of notification of selection of the Arbitrator. Failure of the grievant to advance the grievance to a hearing within this time limit will render the matter closed and not subject to arbitration.

15.8 The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County.

15.9 The decision of the Arbitrator shall be final and binding on the parties.

15.10 The Arbitrator's charges for services and costs for a Court Reporter and transcripts, if requested by the Arbitrator, shall be shared equally by the parties.

15.11 Each party is responsible for its representation and witness costs.

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15.12 This is the only grievance procedure available to the bargaining unit, and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action.

ARTICLE 16. SENIORITY

16.1 Departmental Seniority

Departmental Seniority is defined as the length of continuous employment from the last date of hire with the Luna County Detention Center.

16.2 General Seniority

General seniority is defined as the length of continuous employment with Luna County.

16.3 Job Seniority

Job Seniority is defined as the length of continuous employment with the current job title.

16.4 If the Employee leaves employment with Luna County by resignation or termination the employee forfeits all seniority rights.

**ARTICLE 17. CONTRACTING AND SUBCONTRACTING OF BARGAINING
UNIT WORK**

17.1 It is understood and agreed by the parties that the determination of the services to be delivered, the level of services, and by whom such services are to be delivered are the responsibility and prerogative of Luna County.

17.2 Prior to contracting out any positions covered by the bargaining unit, Luna County will provide the AFSCME Local 2061 President with written notice of such intent to contract out work.

17.3 The Union President may submit a written proposal in response to the notice of intent to contract out work within fourteen (14) calendar days of the date of the notice.

ARTICLE 18. REDUCTION IN FORCE

18.1 Bargaining unit employees subject to a reduction in force shall have a minimum of seven (7) calendar days written notice. Paid administrative leave may be substituted in lieu of seven (7) days' notice.

18.2 Prior to issuance of the aforementioned written notice, the County will provide the proposed plan and grounds for the reduction in force and the parties will meet in good faith to discuss alternatives to the proposed reduction in force.

18.3 Bargaining unit employees subject to a reduction in force shall be laid off in reverse order of hire with the Detention Center and recalled in seniority order, unless otherwise agreed pursuant to section 18.2.

18.4 Bargaining unit employees subject to a reduction in force will be placed on a recall list for six (6) months. The County will advise the laid off employee of recall by certified mail, return receipt requested. It is the employee's responsibility to keep the County apprised of a current mailing address. A laid off employee must accept the position and be available for service within fourteen (14) calendar days of receipt of the notice of recall.

18.5 A laid off employee who is recalled will not serve a new probationary period and will have the employee's seniority prior to lay-off reinstated.

ARTICLE 19. SHIFT BIDS

19.1 Bargaining unit employees can bid for day or graveyard shift on either shift, A or B shift, regardless of their current shift assignment. Employees may bid based on Job S-seniority for available slots to ensure more experienced and rookie officers, sergeants, and lieutenants are balanced amongst the A and B shifts and day versus night shifts. Bids will be conducted and take effect in November of each year. The ~~Warden Detention Director~~ or designee retains the right of re-assignment in order ensure balance amongst shifts and the safety of the employees and inmates.

19.2 Employees may request to switch shifts by submitting written request to the Warden Detention ~~Director~~ when there is an opening on another shift. Bid awards will be made based on seniority, subject to the ~~Warden Detention Director's~~ right of re-assignment to ensure balance.

19.3 In the event of a tie between employees on a shift bid, the first tie breaker after Job Seniority will be Departmental Seniority and after Departmental Seniority, General Seniority.

ARTICLE 20 HOURS OF WORK

20.1 Employees will work their scheduled hours pursuant to work schedules established by the Department. Employees will not be paid for travel time from home to the site of their work within Luna County or from the work site to their home. Actual work periods may fluctuate at the discretion of the County and will be communicated to affected employees as soon as feasible.

ARTICLE 21. BREAKS AND MEAL TIME

21.1 Breaks and meal time may be granted and shall not be accrued nor shall there be additional compensation for breaks/meals not taken.

ARTICLE 22. COMPENSATION

22.1 Base Wages. Effective and payable the first full pay period following the ratification and signature of this Agreement;

22.1.1 Basic starting pay for new/probationary Detention Officers and Court Security Officers will be ~~\$165.00~~/hour

22.1.2 Base pay for Detention Officers and Court Security Officers successfully completing probation and the Detention Officer's Academy will be ~~\$176.05~~0/hour. Court Security Officers successfully completing probation but who do not wish to attend the Detention Officer's Academy thereby enabling them to be assigned to the Detention Center when necessary will remain at ~~\$165.00~~.

22.1.3 Base pay for Corporals and the CSO Corporal upon completion of the Detention Officer's Academy will be ~~\$198.25~~0/hour.

22.1.4 Base pay for Sergeants will be ~~\$210.50~~/hour.

22.1.5 Base pay for Lieutenants will be ~~\$264.25~~00/hour.

22.1.6 A separate pay scale indicating the pay for all bargaining unit members is attached hereto as ~~an hereto~~Exhibit 21-1-6.

22.2 The Merit Credits Plan dated October 2, 2017, will apply to the new basic starting pay. Specifically:

22.1.2.1 Individuals with at least 2 year and up to 5 years of corrections experience, or at least 4 years and up to 10 years of military, law enforcement or emergency dispatching experience will eligible to receive up to an additional \$0.50/hour.

22.1.2.2 Individuals with at least 5 years up to 7 years of corrections experience, or at least 10 years and up to 14 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$1.00/hour.

22.1.2.3 Individuals with at least 7 years and up to 10 years or corrections experience, or at least 14 years up to 20 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$1.50/hour.

22.1.2.4 Individuals who have more than 10 years of corrections experience, or more than 20 years of military, law enforcement or emergency dispatching experience will be eligible to receive up to an additional \$2.00/hour.

22.3 Upon successful completion of the twelve (12) month probationary period, Detention Officers will receive basic starting pay of ~~\$176.50~~0/hour subject to the Merit Credits they may have received.

22.4 Specialty Assignment Compensation. Effective and payable the first full pay period following the ratification and signature of this Agreement, and annually thereafter, qualifying bargaining unit employees serving in the following specialty assignments shall receive annual compensation paid via separate payroll in addition to their base hourly rate:

~~22.34.1~~ SORT Lead: \$3,250.00/annually to be paid \$125.00 per pay period;

~~22.43.2~~ Certified K-9 Handler: ~~\$3,250.00/annually to be paid \$125.00 per pay period;~~

~~22.3.3~~ SORT: \$2,600/annually to be paid \$100 per pay period;

~~22.34.43~~ STIU: \$2,600/annually to be paid \$100 per pay period;
~~22.43.45~~ Transport: \$2,600/annually to be paid \$100 per pay period;
~~22.43.65~~ SMU: \$1,300/annually to be paid \$50 per pay period;
~~22.43.67~~ Seg Unit: \$1,300/annually to be paid \$50 per pay period;
~~22.3.8~~ Designated Booking: \$1,300/annually to be paid \$50 per pay period; and
~~22.43.79~~ Classifications: \$1,300/annually to be paid \$50 per pay period; and
~~22.4.8~~ COVID Hazard Pay: \$1.00/hour for actual hours worked with COVID positive
Inmates, at Management discretion; PREA Investigators: \$1,300/annually to be paid \$50
per pay period.

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22.5 Bargaining unit employees serving in more than one Specialty Assignment Compensation are capped at a maximum of \$3,900/annually to be paid \$150 per pay period, but may be waived upon written agreement of the County and Union.

22.6 The standards or basic requirements for and number of slots for each Specialty Assignment shall be set in consultation with the Union President, but absent agreement, shall be in the LCDC ~~Director's~~ Warden's sole discretion. The designation of each Special Assignment shall be made by the LCDC ~~Director~~ Warden, in consultation with the Union President. In the absence of agreement, the LCDC ~~Director~~ Warden retains discretion to make specialty assignments, taking into account prior experience, training, and seniority. Designations shall be for 1 fiscal year and if a designee withdraws or resigns as a result of their actions or inaction, they will stop receiving that Specialty Assignment Compensation on the next full pay period and shall be ineligible for that Specialty Assignments for one year from the date of resignation. Designations and pay may be cancelled by the Warden ~~LCDC Director~~ in his discretion by written explanation of grounds provided to the Union and employee.

22.7 Bargaining Unit Members shall be eligible to participate in county-wide incentive programs the same as non-bargaining unit employees, if any, such as longevity pay, PTO buy-back, recruitment incentives and retention pay.

22.87 Pay Period.
The wages of employees shall be paid biweekly.

22.89— Retirement. The current retirement program will continue in full force and effect for the term of this agreement.

22.109 TEMPORARY ASSIGNMENTS.

22.9.1 A temporary assignment occurs when an employee is assigned additional, significantly higher-level duties to meet operational needs or in order to temporary fill a vacant position.

22.9.2 An Employee performing a temporary assignment may be entitled to receive a temporary increase not to exceed 5% or to the minimum of the range, at the discretion of Director.

22.9.2 Temporary assignments are to fill temporary openings and the temporary compensation shall end on the date the employee resumes regular duties. Temporary

assignments shall be for up to six (6) months and may be extended up to twelve (12) months, for good cause.

22.110 ASSIGNMENT OF NEW DUTIES

22.110.1 Assignment of new duties occurs when an employee is assigned additional, significantly higher-level duties to meet operation needs resulting from a loss of a position, attrition or restructuring.

22.110.2 An employee assigned and performing new duties may be entitled to receive an increase of up to 5%, at the discretion of the ~~Warden~~Director.

22.101.3 The HR Department will review all new duty assignments and prepare a new job description. In doing so, if the HR Department recommends an increase in excess of 5%, the position must be posted in accordance with the provisions of Article ~~5XX~~ – Promotions.

ARTICLE 23. OVERTIME

23.1 Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) 207(K) exemption for all hours worked in excess of eighty-six (86) hours in a fourteen (14) day period. Paid or unpaid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.

23.2 Overtime will first be offered on a rotating basis in order of seniority to all bargaining unit employees.

23.3 If no employee voluntarily accepts the overtime assignment, employees will be mandated to work overtime on a rotating basis in reverse order of the date overtime was last worked as established by the Mandatory Overtime Rotation List.

23.4 The Mandatory Overtime Rotation List will be posted on the Union Bulletin Board pursuant to Article 5, and updated at the beginning of each pay period. Once an employee has worked an overtime shift, voluntarily or by mandate, the employee will move to the bottom of the list. Employees shall be responsible for submitting a Notice of Unavailability to both Operations Captain at the end of each pay period to be applied to the next pay period.

23.5 All employees are subject to mandatory overtime, emergency call-ins and returns to work and employees will be paid for all hours worked resulting therefrom. Employees may be exempt from mandatory overtime, emergency call-ins and returns to work only by prior submitted Notices of Unavailability or other good cause.

23.6 An employee who fails or refuses to work mandatory overtime, emergency call-in or return to work will be considered to have provided just cause for disciplinary action including possible termination.

23.7 The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave and avoidance of mandatory overtime, emergency call-in an return to work.

ARTICLE 24. COURT TIME

24.1 Employees required to appear in Court on Luna County business under court order as a part of their duties and responsibilities shall be compensated at their regular rate of pay while in court.

24.2 A copy of the subpoena or other document shall be provided to management upon receipt.

24.3 Such time is time worked and shall be included as time worked for the purpose of computing overtime.

ARTICLE 25. HOLIDAYS

25.1 Employees will receive Holiday Pay for all holidays designated by Luna County.

25.2 Employees who do not work a holiday will be paid their regular rate of pay for eight (8) hours for a full day and four (4) hours for a half-day. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who do work the holiday will be paid their regular rate of pay for all hours worked on the holiday in addition to eight (8) hours of holiday pay for a full day and four (4) hours of holiday pay for a half-day.

25.3 Employees will receive a full pay check during a pay period with one or more holidays by use of accrued Comp Time first and then accrued PTO, unless the employee makes a written request to the Human Resources Department not to utilize any accrued Comp Time or accrued PTO.

25.4 To be eligible for holiday pay, an Employee must not be on suspension or leave without pay status.

25.5 Holidays that occur during an Employee's prior approved leave will be paid Holiday Pay and not charged to accrued leave.

ARTICLE 26. LEAVES

26.1 Request for leave must be submitted electronically through the Luna County Novatime Intranet no more than ~~threesix~~ (36) months and no less than seven (7) days in advance, absent emergency circumstances. Requests must be sent to ~~on-duty command staff in the following order:~~

~~26.1.1 the employee's immediate supervisor, or designee;~~

~~26.1.2 Shift Lieutenant;~~

~~26.1.3 Operations Captain;~~

~~26.1.4 Chief of Security;~~

~~26.1.5 Deputy Director;~~

~~26.1.6 Director; or~~

~~26.1.7 County Manager.~~

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26.2 Reasonable efforts will be made to accommodate employee requests, subject to supervisor discretion and departmental needs with approval not be unreasonably withheld. Requests will be acted upon within seven (7) days of receipt and may be deemed automatically approved after expiration of this period.

26.3 In instances of competing requests, seniority will control, subject to supervisor discretion and departmental needs.

26.4 When employees agree to swap shifts, the employees involved must agree in writing and identify the date and shift being swapped and who will be covering each shift. The shifts swapped must be in the same pay period and the signed agreement must be delivered, in advance, to each of the respective shift Lieutenants, or in their absence the Warden or other administrator.

ARTICLE 27 INSURANCE

27.1 Bargaining unit employees may participate in health insurance programs offered by the County.

27.2 For employees injured while performing a work-related function under inherently dangerous circumstances (as determined under Section 10-11-6.1, NMSA 1978) who have been placed on approved workers' compensation leave as a result of the injury, after exhaustion of accrued PTO and PTO from the Employee Pool:

27.2.1 The County shall pay the injured employee's member contributions, as well as the employer contributions, for PERA that would have been paid if the employee had not been absent from work on approved workers' compensation leave;

27.2.1 The County shall pay the injured employee's member contributions, as well as the employer contributions, for the employee's health insurance coverage in effect at the time of the injury;

27.2.3 The County shall pay the injured employee's salary for the first seven (7) days of approved workers' compensation leave PROVIDED the employee is not otherwise compensated for that time.

ARTICLE 28. OUTSIDE EMPLOYMENT

28.1 Outside employment shall be handled in accordance with the Personnel Ordinance. Bargaining unit employees that wish to obtain outside employment shall file a request for approval by completing an Outside Employment Request form annually and at any time that a change in the employment occurs.

ARTICLE 29. PERSONNEL RECORDS

29.1 Inspection of Personnel Records shall be handled in accordance with County policy. An employee may request a single copy of any document in his/her personnel file. An employee will be charged for any additional copies in the same amount as charged under the Inspection of Public Records Act.

29.2 Except for routine file maintenance material, an employee will receive a copy of any document prior to being placed in the employee's personnel file. An employee that wishes to review his file shall request a meeting with the Human Resources Director at least twenty-four (24) hours in advance. The employee shall review the file in the presence of the Human Resources Director or designee.

ARTICLE 30. STRIKES, STOPPAGES, AND LOCKOUTS

30.1 During the term of this Agreement, the County shall not lock out any employees. In the event the County violates this provision, the Union shall be free to take such appropriate legal and administrative action as may be available under relevant law or regulation.

30.2 No employee shall:

- 30.2.1 engage in any strike, work stoppage, or refusal to perform his assigned duties;
- 30.2.2 withhold, curtail, or restrict services;
- 30.2.3 interfere with the operations of the County; or
- 30.2.4 encourage others to engage in any of the above actions.

30.3 In the event a bargaining unit employee engages in any of the actions identified in this Article, the employee may be disciplined and it shall be the responsibility of the Union, within twenty-four (24) hours of a request by the County, to:

- 30.3.1 Disavow such action by employees and notify the County Manager that such action by employees has not been called or sanctioned by the Union
- 30.4.1 Take all reasonable steps to notify employees of its disapproval of such actions and encourage employees to cease and desist therefrom and return to work; and
- 30.4.2 Provide a copy of the written notice given to the employees to the County Manager.
- 30.4.3 The County retains the right to pursue legal and/or administrative action for any violation of this Article.

ARTICLE 31. NONDISCRIMINATION

- 31.1 The County and the Union shall not discriminate against any employee based on race, color, religion, age, sex (including pregnancy, gender identity and sexual orientation), national origin, age, disability or genetic information, spousal affiliation, creed, national origin, political affiliation, Union membership or non-membership, veteran status, or disability. The County shall not encourage or discourage membership in the Union.
- 31.2 Any allegation of discrimination of the nature set forth in this Article shall be pursued under the procedures set forth in applicable Federal or State statutes and regulations and County policies, with the EEOC, Human Rights Division, Worker's Compensation Administration, Wage and Hour Division, etc., or in accordance with such other appropriate statutory or administrative procedures. This article shall not be grievable.

ARTICLE 32. LEGAL PROTECTION

32.1 An employee named in a civil action relating to the performance of his/her duties in the course and scope of employment shall be covered and subject to the provisions of the New Mexico Tort Claims Act (Section 41-4-1 et. seq., NMSA 1978, or as amended) and subject to applicable future legislation.

ARTICLE 33. WHISTLEBLOWER PROTECTION

33.1 Employees shall have the right, without interference or fear or penalty of reprisal, to disclose in good faith to internal auditors, Inspectors General, or other appropriate governmental authorities information that may evidence improper governmental activity (including, but not limited to, action that is in violation of any state or federal law or regulation; action that is economically wasteful; or action that involved gross misconduct, gross incompetence, or gross inefficiency) or conditions that may threaten the health or safety of employees or the public.

ARTICLE 34. BARGAINING UNIT INFORMATION

34.1 Upon written request from the Union President, but not more often than twice a year, the County will provide a listing of bargaining unit information electronically and in Excel format that includes the following information:

- 34.1.1 Name;
- 34.1.2 Department;
- 34.1.3 Date of Hire;
- 34.1.4 Title;
- 34.1.5 Hourly Rate.

34.2 The information provided shall be kept confidential by the Union and shall only be used for the purpose of administering the Agreement.

ARTICLE 35. TRANSPORTS

35.1 Transport officers are responsible for the safety and security of their assigned vehicles and the inmates being transported. Therefore, employees on transport will be paid for all hours worked while on a transport.

ARTICLE 36. K-9 UNITS

36.1—~~LCDC may, in its discretion, operate one or more K-9 units and the LCDC Director will be solely responsible for the appointment or designation of the K-9 Officer/Handler.~~

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36.2—~~The K-9 Officer/Handler shall receive a monetary, annual reimbursement in the amount of \$3,250.00 for the daily care and maintenance of the LCDC animal. Payment will be made in twelve equal monthly installments and may be pro-rated when necessary or appropriate, such as when the K-9 Officer/Handler is unable to care for or maintain the animal for more than one pay period.~~

36.3—~~LCDC will maintain an open purchase order or P-Card for the purchase of food, medical care and authorized equipment.~~

36.4—~~The K-9 Officer/Handler's shift assignment and special or other work assignments will be at the discretion of the LCDC Director and may be changed as deemed necessary by the LCDC Director with call-in and overtime to be paid as provided in this Agreement.~~

36.5—~~The K-9 Officer/Handler may only be removed from this assignment or the assignment eliminated at the discretion of the LCDC Director for just cause, which includes but is not limited to disciplinary reasons, budgetary reasons, injury and conclusion of the animal's service career.~~

36.6—~~At the conclusion of the animal's career or elimination of the assignment, the K-9 Officer/Handler shall be afforded the opportunity to obtain ownership of the animal, provided the end of the program is not a result of disciplinary action or unsatisfactory performance by the K-9 Officer/Handler.~~INTENTIONALLY LEFT BLANK

ARTICLE 37. COPIES AND DISTRIBUTION OF AGREEMENT

37.1 A master copy of the Agreement will be provided to each party. Management is responsible for reproducing enough copies for distribution to the management staff and for explaining the Agreement to the management staff. The Union is responsible for reproducing sufficient copies for the bargaining unit employees and for distributing and explaining the Agreement to the bargaining unit employees. A copy of the collective bargaining agreement will be placed on the County's website.

ARTICLE 38. COMPLETE AND ENTIRE AGREEMENT

38.1 This Agreement specifically describes the entire agreement between the County and AFSCME. There are no other agreements, memoranda of understanding, or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are retained management rights. All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the County Manager and AFSCME.

38.2 The County and AFSCME for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

38.3 If the Detention Center desires to modify any SOP or the County desires to modify the County Personnel Rules or Regulations, it shall first provide the Union with written notice of the proposed change. If the change impacts a term or condition of employment, the Union may request to meet and confer within seven (7) days of receipt of the written notice. If the Union requests to meet and confer, the Detention Center and/or the County Human Resources shall, prior to implementing the proposed change, meet with the Union in good faith at least once to discuss the proposed changes and the need for the changes.

38.4 Prior to issuance of the aforementioned written notice, the County will provide the proposed changes and the parties will meet in good faith to discuss alternatives to the proposed changes.

ARTICLE 39. TERM OF AGREEMENT

39.1 This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission. This agreement shall remain in full force and effect through June 30, 2023. Either party may request in writing the opening of negotiations of wages and two (2) other items identified by each party by filing such request no earlier than April 1 and no later than May 1 of 2021 and 2022. Either party may request in writing the opening of negotiations for a successor agreement by filing such request no earlier than April 1, 2023, and no later than May 1, 2023.

SIGNATURES

LUNA COUNTY D/B/A
LUNA COUNTY DETENTION CENTER

AFSCME, COUNCIL 18, LOCAL 2061

By John S. Sweetser
~~John S. Sweetser~~ Linda M. Smrkovsky, Chair
AFSCME
Commissioner District 32

By _____
Robert C. Trombley,
Public Safety Coordinator
Staff Representative
AFSCME Council 18

By _____
~~Ray J. Trejo~~ Barbara L. Reedy,
Commissioner District 12

By _____
~~Colette M. Chandler~~ John S. Sweetser, Commissioner
Commissioner, District 3

PF
 8-23-23
 CCL
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 CCL
 8/23/23

LCDC BARGAINING UNIT					
Name	Rank/Position	Date of Hire	Current Base Pay	MGMT Proposal	Δ
Aguilar, Steven	CPL	3/1/19	\$18.50	\$19.25	\$0.75
Aude, Jesus	CPL	3/7/11	\$18.50	\$19.25	\$0.75
Bustillos, Sebastian	DO	2/6/23	\$15.00	\$16.00	\$1.00
Caballero, Lucio	LT - Transport	7/1/02	\$26.56	\$27.75	\$1.19
Calderon, Jorge	DO	10/17/22	\$15.00	\$16.00	\$1.00
Calderon, Linda	DO+	8/12/02	\$18.50	\$19.25	\$0.75
Carreon, Miguel	LT	9/20/99	\$25.00	\$26.25	\$1.25
Casillas, Richard	SGT	12/8/15	\$20.50	\$24.50	\$1.00
Casillas, Santana	DO+	8/9/21	\$16.00	\$17.50	\$1.50
Chappell, Francis	SGT	6/5/19	\$20.50	\$21.50	\$1.00
Chavez, Alex	DO	1/23/23	\$15.50	\$16.50	\$1.00
Chavez, Avelardo	DO+	5/2/22	\$16.00	\$17.50	\$1.50
Chavez-Corral, Jesus	DO+	6/14/21	\$16.00	\$17.50	\$1.50
Chayrez, Fabian	SGT - Training	12/4/17	\$20.50	\$21.50	\$1.00
Collings, Izabella	DO	8/7/23	\$15.00	\$16.00	\$1.00
Cordova, Savannah	DO	5/30/23	\$15.00	\$16.00	\$1.00
Duran, Matthew	CSO	1/23/23	\$15.00	\$16.00	\$1.00
Esparza, Angel	DO+	8/4/20	\$16.00	\$17.50	\$1.50
Esparza, Stephanie	CPL	10/1/19	\$18.50	\$19.25	\$0.75
Felix, Jaqueline	DO+	1/11/21	\$16.00	\$17.50	\$1.50
Flores, Kristen	DO+	8/12/19	\$16.00	\$17.50	\$1.50
Flores, Raelynn	DO	8/7/23	\$15.00	\$16.00	\$1.00
Garcia, Aaron	DO	6/12/23	\$15.00	\$16.00	\$1.00
Garner, Clinton	CPL	4/24/23	\$18.50	\$19.25	\$0.75
Gooding, Mary	LT	10/1/01	\$30.62	\$31.50	\$0.88
Granillo, Brianna	DO	9/9/22	\$15.00	\$16.00	\$1.00
Guerrero, David	CSO	1/23/23	\$15.00	\$16.00	\$1.00
Gutierrez, Jose	CPL	1/14/19	\$18.50	\$19.25	\$0.75
Hernandez, Macario	DO	2/7/22	\$16.50	\$17.50	\$1.00
Herrera, Nora	SGT-SMU	3/11/19	\$20.50	\$21.50	\$1.00
Hunt, Christopher	DO	9/19/22	\$15.50	\$16.50	\$1.00
Jasso, Brent	DO	3/20/23	\$16.50	\$17.50	\$1.00

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CCL

cal 8/23/23

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 all
 8/23/23

Rank	Current Base Pay	MGMT Proposal	Δ	Plan
DO 1	\$15.00	\$16.00	\$1.00	\$17.00
DO 2	\$16.00	\$17.50	\$1.50	\$20.00
CPL	\$18.50	\$19.25	\$0.75	\$23.00
SGT	\$20.50	\$21.50	\$1.00	\$26.00
LT	\$25.00	\$26.25	\$1.25	\$29.00
CSO	\$15.00	\$16.00	\$1.00	\$17.00
CSO CPL	\$18.50	\$19.25	\$0.75	\$23.00

LCSO BARGAINING UNIT

<u>Name</u>	<u>Rank/Position</u>	<u>Date of Hire</u>	<u>Time in Rank</u>	<u>Current Base Pay</u>	<u>MGMT Proposal</u>	<u>Δ</u>
Acosta, Daniel	SGT	1/10/11	7/2/18	\$26.00	\$28.00	\$2.00
Baca, Michael	CPL	12/20/12	6/29/20	\$23.00	\$24.50	\$1.50
Baeza, Art	LT	5/2/10	1/1/15	\$29.69	\$31.50	\$1.81
Crumley, Marty	CPL Civil Svc	11/11/13	9/18/23	\$23.00	\$23.00	\$0.00
Garner, Clinton	DEP	10/2/23	10/2/23	\$16.00	\$17.00	\$1.00
Garcia, Paul	CPL	11/6/17	4/3/23	\$23.00	\$23.00	\$0.00
Graves, Dylan	HIDTA Sgt Inv.	9/24/18	4/3/23	\$25.00	\$27.00	\$2.00
Holguin, David	CID LT	10/4/10	10/22/18	\$29.00	\$31.00	\$2.00
Lobato, Luis	LT	8/1/11	6/5/17	\$28.00	\$31.00	\$3.00
Lovelace, Derrick	DEP	5/17/21	5/17/21	\$20.00	\$21.00	\$1.00
Lozano, Elian	DEP	5/2/22	11/28/22	\$20.00	\$20.50	\$0.50
McBurney, James	SGT	11/5/18	12/13/21	\$26.00	\$27.00	\$1.00
Mendez, Manuel	DEP	3/7/22	11/28/22	\$20.00	\$20.50	\$0.50
Moreno, Cesar*	SRO Cpl	10/2/23	10/2/23	\$21.50	\$23.00	\$1.50
Nunez, Jesus	DEP	1/14/19	5/30/22	\$20.00	\$20.50	\$0.50
Ochoa, Juan	DEP	7/12/21	11/28/22	\$20.00	\$20.50	\$0.50
Olivas, Adolfo	DEP	5/15/23	5/15/23	\$16.00	\$17.00	\$1.00
Olivas, Erick	DEP	7/10/23	7/10/23	\$16.00	\$17.00	\$1.00
Rodriguez, Christopher	DEP	8/24/20	11/28/22	\$20.00	\$20.50	\$0.50
Rodriguez, Shannon	DEP	9/19/22	5/29/23	\$20.00	\$20.00	\$0.00
Sanchez, Paul	SGT	3/7/11	9/7/21	\$26.00	\$27.00	\$1.00
Seats, Kris	CID Sgt Inv.	8/13/18	12/31/18	\$26.00	\$29.00	\$3.00
Smith, Arthur	CPL	1/20/14	11/18/19	\$23.00	\$25.00	\$2.00
Solano, Jesse	DEP	6/17/19	12/2/22	\$20.00	\$20.50	\$0.50
Tyler, Valerie	CID Sgt Inv.	2/10/14	7/11/22	\$25.00	\$28.00	\$3.00
Valdez, Britney	SRO Sgt.	2/7/22	10/2/23	\$23.00	\$26.00	\$3.00
Valdez, Israel	LT	12/3/12	4/19/22	\$28.00	\$29.50	\$1.50
OPEN	DEP			\$20.00	\$20.00	\$0.00
OPEN	DEP			\$20.00	\$20.00	\$0.00
OPEN	DEP			\$20.00	\$20.00	\$0.00

Tentative Agreement:

Tentative Agreement:



AFSCME

 9-27-23
 Date



Luna County

 9/27/23
 Date


Position	Current	Amount	Union Proposal	Amount	Mgmt Counter	Amount
Taser	1 @ \$750	\$1,500	\$0	\$0	0	\$0
FTO	6 @ \$750	\$4,500	5 @ \$1,200	\$6,000	4 @ \$1,000	\$4,000
Evidence	1 @ \$750	\$750	1 @ \$1,200	\$1,200	1 @ \$1,000	\$1,000
Firearms	3 @ \$750	\$2,250	3 @ \$1,200	\$3,600	3 @ \$1,000	\$3,000
SFST	1 @ \$750	\$750	1 @ \$1,200	\$1,200	1 @ \$1,000	\$1,000
Key Operators	2 @ \$750	\$1,500	2 @ \$1,200	\$2,400	2 @ \$1,000	\$2,000
General Instructor	0	\$0	3 @ \$1,200	\$3,600	2 @ \$1,000	\$2,000
DARE	0	\$0	4 @ \$1,200	\$4,800	2 @ \$1,000	\$2,000
SWAT	0	\$0	8 @ \$1,200	\$9,600	1 @ \$1,000	\$1,000
EVOC	0	\$0	2 @ \$1,200	\$2,400	1 @ \$1,000	\$1,000
Use of Force	0	\$0	2 @ \$1,200	\$2,400	2 @ \$1,000	\$2,000
Training Coord	0	\$0	1 @ \$1,200	\$1,200	1 @ \$1,200	\$1,200
Fleet Mgt	0	\$0	1 @ \$1,200	\$1,200	1 @ \$1,000	\$1,000
FTO Coord	0	\$0	1 @ \$1,200	\$1,200	1 @ \$1,200	\$1,200
Total		<u>\$11,250</u>		<u>\$40,800</u>		<u>\$22,400</u>

IN LIEU OF
CIVILIAN CUSTODIAN

23,400


TENTATIVE APPROVAL

9/27/23
DATE


TENTATIVE APPROVAL

9/27/2023
DATE