

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Linda M. Smrkovsky
Member

R. Javier Diaz
Chairman

Joe L. Milo, Jr.
Member

Thursday, June 9, 2016

10:00 a.m.

Regular Meeting Agenda

Luna County Courthouse

1. **Call to Order:** Chairman Diaz to commence meeting (At this time, please silence your cell phones and any other electronic devices) Pledge of Allegiance, State Pledge
2. **Roll Call:**
3. **Approval of Agenda:**
4. **Elected Officials Report:**
5. **Announcements:**
6. **Service Awards:**

Derek Apodaca	Detention	5
Jennifer Tone	Detention	5
Lisa Maynes	Treasurer	10
7. **Presentations:**
8. **Public Hearing:** Public Hearing to consider the Animal Regulation and Control Ordinance Number 52 Amended
9. **Ordinance:** Amended Animal Regulation and Control Ordinance Number 52

MOTION AND VOTE

10. **Public Comment:** The Public has the opportunity to provide comment at this time pertaining to items on the agenda only. Please be advised that this is not a question and answer period. Your comments specific to the agenda items will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit and opportunity to speak is given in an effort to allow public input on business matters of the County to move the agenda forward in a prompt yet efficient manner. Comment will not be allowed on individual agenda items as they are discussed by the Commissioners during new business.

11. County Manager's Report:

12. Minutes:

- a. Work Session- May 12, 2016
MOTION AND VOTE
- b. Regular Meeting- May 12, 2016
MOTION AND VOTE
- c. Special Meeting- May 19, 2016
MOTION AND VOTE
- d. Work Session- May 19, 2016
MOTION AND VOTE

13. Consent Agenda:

- a. Accounts Payable: \$ 557,654.48
- b. Payroll:\$ 1,021,328.37
- c. Resolution 16-33 Budget Transfers
- d. DWI Grant Agreement between Luna County and Department of Finance & Administration
- e. Work and Financial Plan between Luna County and US Dept. of Agriculture Animal & Plant Health Inspection Service for July 1, 2016 –June 30, 2017
- f. Resolution 16-34 Election Resolution
- g. Office of Management and Budget Uniform Grant Guidance Policy
- h. Authorize Joanne Hethcox to make necessary intra department budget adjustments to clean up line items before end of fiscal year

MOTION AND VOTE

14. New Business:

15. Certification of Canvass Results for the Primary Election 2016:

MOTION AND VOTE

16. Approval of Travel Requests:

17. Indigent Claims Report:

- a. Recess as County Commission, Convene as Claims Board
MOTION AND VOTE
- b. Presentation of Claims Report by Joanne Hethcox
- c. Consider Claims dated June 9, 2016 in the amount of \$723.35
MOTION AND VOTE
- d. Recess as Claims Board, Re-Convene as County Commission
MOTION AND VOTE

18. Upcoming Meetings:

Work Session-July 14, 2016 at 9:00 a.m.

Regular Meeting- July 14, 2016 at 10:00 a.m.

19. Requests for Future Agenda Items:

20. Adjourn:

STATE PLEDGE: I salute the flag of the State of New Mexico and the Zia symbol of perfect friendship among united cultures.

NOTE TO THE PUBLIC: Please use the microphone when addressing the Board. This is necessary for recording purposes. Thank you for your cooperation. Headphones for hearing enhancement are available upon request.

ORDINANCE NO. 52 Amended

**AN ORDINANCE PROVIDING FOR ANIMAL REGULATION AND CONTROL
FOR LUNA COUNTY, NEW MEXICO**

PREAMBLE

WHEREAS, Luna County, New Mexico previously adopted Ordinance No 52 providing for animal control, and;

WHEREAS, at this time, it is in the best interest of the health, safety and general welfare of the citizens, dogs, cats and potbellied pigs of Luna County, New Mexico, to amend certain provisions of that ordinance, namely to bring it into compliance with the New Mexico Animal Sheltering Act and the new State of New Mexico Standards for Cruelty to Animals, and to expand its parameters in adjusting to population growth in Luna County, Sections 3 and 4 have been added. Definitions have been made legally specific, and an attachment, with an annually renewable FEE SCHEDULE, have been added.

NOW, THEREFORE, BE IT ORDAINED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS, LUNA COUNTY, NEW MEXICO, AS FOLLOWS:

I. GENERAL PROVISIONS:

A. SHORT TITLE: This article may be cited as the “Luna County Humane and Ethical Animal Rules and Treatment” ordinance (Luna HEART).

B. FINDINGS:

1. The County Commission finds that the people of Luna County should treat animals as more than just lifeless, inanimate chattel property and recognizes that the relationship between human beings and animals is a special relationship that improves people’s lives and reflects basic humanitarian beliefs.
2. The Commission further finds that the public mind-set toward animals must shift to the more progressive, humane and compassionate attitude evident in other jurisdictions with stricter animal laws. Several other counties and municipalities have achieved positive animal population management results by aggressively licensing companion animals as well as strongly recommending microchipping and spay/neuter programs.
3. The Commission further finds that it is important to assist the public in finding lost pets by encouraging individuals who find strays to provide information about the animals to the Animal Shelter. Individuals who have lost an animal may then access information about whether the Animal Shelter or any other person has found that animal.
4. The Commissioner further finds that in certain situations, animals may pose a serious safety threat to the public. Luna County shall endeavor to work toward the prevention of animal attacks on humans and other animals. Rules regarding animal restraint and housing are tools to help eliminate dogs roaming at large and will make the County safer.
5. The Commission further finds that altered pets are less likely to run loose, bark excessively and endanger the public and other animals. Most importantly, altered animals do not add to the animal overpopulation problem. Altered animals are less likely to end up at animal shelters that have no other option but to destroy those animals. A financial consideration (lower registration fees) would encourage owners to have companion animals altered.
6. The Commission further finds that some jurisdictions have abandoned the common law rule of categorizing animals as chattel property, subject to the complete discretion of the owner. These progressive jurisdictions have expanded the role of government to include protecting animals from unfettered callous acts that cause pain or suffering. Under this view, the state can obtain warrants based on probable cause pertaining to cruelty or neglect of an animal and enter property without a warrant based on exigent circumstances to seize an

animal that is in need of emergency medical care. The Commission finds that this progressive approach is appropriate for the County.

7. The Commission further finds that animal abuse has a direct and significant correlation with domestic violence, child abuse and elder abuse. In many situations, the victim is not willing to leave behind an animal that may well become the next victim of abuse. Although domestic violence and emergency shelters provide an invaluable service, they are not able to accept animals. The Animal Shelter is in a position to help with this problem.
8. The Commission further finds that judges have a significant role in the dispositions of animal cases and respectfully asks our courts to continue to strictly enforce animal cases, to treat animal abuse as a serious offense.
9. The Commission further finds that responsible pet owners already provide adequate health care, proper food, proper shelter, and water and successfully restrain the animals in their custody and will not be overly burdened by this article.

C. LEGISLATIVE PURPOSE AND INTENT:

1. The focus of this ordinance is the prevention of cruelty, harm, suffering, abandonment or death of animals caused by irresponsible pet owners and the criminal acts of callous individuals.
2. This ordinance is also focused on assuring that the Animal Shelter not only maintains exemplary standards of humane animal care, but promotes community education regarding humane animal care and the importance of spaying and neutering companion animals. It is equally important that the Board of Directors of the Humane Society and the Animal Shelter staff reach out to the community in positive ways such as putting forward friendly, helpful customer service, including serious efforts to reunite lost animals with their owners and facilitate successful adoptions. The Animal Shelter staff is charged with implementing and enforcing this ordinance. It is the duty of the staff to protect all animals in Luna County from neglect and abuse and to protect the public from the dangers and nuisance that are possible when irresponsible owners do not take care of their animals according to the requirements set forth in this ordinance.
3. The Animal Shelter facilities are not just a series of holding pens where animals are incarcerated for doing something wrong. The Animal Shelter will humanely and compassionately care for animals housed in the facility by providing not only the safe haven of three days required by law, but also by holding the animals as long as possible, pending adoption. In addition, staff will try to reunite lost

animals with their owners or find new successful adoptive homes. The employees of the Animal Shelter shall be advocates for animals.

4. The County Commission, through this ordinance, hopes to deter and modify the habits and conduct of irresponsible companion animal owners who are the source of public safety problems and the suffering of animals.

D. DEFINITIONS:

ABANDONED. An owner's intentional act of abdicating reasonable care or control of an animal in a location where any reasonable person would know the animal has little chance of finding food, potable water and/or shelter.

ADEQUATE SHELTER. A structurally sound, adequately ventilated, weatherproof structure that is comprised of non-toxic materials and interior floors that minimize injury and discomfort to the animal. The structure must be clean and of a suitable size as to limit overcrowding by properly accommodating the specific animal. The structure must protect the animal from extreme conditions. The animal must be able to lie down fully, rise to its feet and turn around in a natural manner consistent with the animal's species.

ADOPTION. The transfer of ownership of an animal impounded at the Animal Shelter to a qualified adopter.

AGGRESSIVE. With respect to a companion animal in the care of the Animal Shelter or a private party, that the animal is unnaturally hostile or violent toward humans or other animals when unprovoked.

ALTER(ED). To render an animal incapable of reproduction.

ANIMAL CONTROL OFFICER (ACO). A person who is an employee of the Animal Shelter, duly trained to secure animals at large or as requested by the public or law enforcement; who is trained in proper use of tools including, but not limited to catchpoles, humane traps, etc.

ANIMAL FIGHTING PARAPHERNALIA. Equipment that any reasonable person would ascertain is used for animal fighting purposes, which includes, but is not limited to: instruments designed to be attached to the leg of a bird, such as a knife, gaff or other sharp instrument; items to train and condition dogs to fight, including, but not limited to, hides or other material used as hanging devices to strengthen or condition dogs; wooden sticks or handles used to pry

open dogs' jaws; performance enhancing drugs or substances or food or water additive(s); and, the presence of any dog that appears to be a fighting dog alone or together with animals suspected of being used as bait animals, including, but not limited to rabbits, cats and other dogs.

ANIMAL POSSESSION LIMITS. The number of animals allowable at one household without generating the need for a Multiple Animal Site Permit.

ANIMAL SHELTER. A pound, premises or building maintained by the City of Deming the County of Luna and operated by the Deming-Luna County Humane Society for the care and custody of animals.

ANTI-RABIES VACCINATION. Inoculation with an anti-rabies vaccine according to NMAC 7.4.2.8.

AT LARGE. An animal, on or off the owner's premises, that is not contained by a secure fence, a secure facility, a secure enclosure, in the back of a pickup truck, inside a vehicle with proper ventilation or restrained on a leash no longer than eight feet held by a responsible person capable of controlling the animal. Verbal commands do not constitute control of an animal. An at large animal is in violation of the leash law.

BASIC GROOMING. Examination, attention and acts reasonably necessary to maintain the eyes, ears, feet, coat and skin of an animal in healthy condition, but does not include acts to maintain appearance only.

BASIC MEDICAL CARE. Reasonable medical care required by the species, including, but not limited to, periodic examinations by a veterinarian, prompt veterinary care when required, age and species appropriate vaccinations, basic grooming and internal and external parasite control where appropriate.

BITE. A puncture or tear of the skin inflicted by the teeth of a companion animal.

BOARDING KENNEL. An establishment where animals are housed overnight for the benefit of the owner but does not include Guard Dog sites, state-inspected veterinary hospitals, pet stores or zoos.

CAGE. A structure for confining birds or animals, enclosed on at least one side by a grating of wires or bars that lets in air and light.

CHAIN. A chain, tether or other device used to restrain an animal when the animal is not accompanied by a person.

CHAINING OR TETHERING. Confining an animal when unattended by an individual with a tether, chain or other device to a doghouse, stake, tree, structure or other stationary object.

COCKFIGHT OR COCKFIGHTING. A fight arranged by a person involving one or more birds, and, that has the purpose or probable result of one bird inflicting injury on or killing another bird.

COMPANION ANIMAL. A dog, cat, potbellied pig or small exotic.

CONFISCATE. An Animal Control Officer or other law enforcement person seizing an animal with the intent and purpose to divest the owner of all interest in the animal.

COUNTY MANAGER. The County Manager of Luna County or his designated representative(s). Further referenced as CM.

CRATE: A device or structure designed for the temporary confinement of an animal.

CRUELTY. A person intentionally killing an animal without lawful justification or mistreating, injuring, maiming, disfiguring, tormenting, torturing, beating, mutilating, burning, scalding, poisoning, attempting to poison or otherwise unnecessarily causing an animal to suffer physical or emotional harm. Any of the following is a separate act of Cruelty: failing to provide necessary sustenance to an animal under that person's custody or control, failing to provide adequate shelter, failing to provide potable water, failing to provide palatable, nutritious food of adequate quantity, taunting an animal, leaving an animal in a vehicle when the temperature is such that it could cause pain, suffering or death. Abandonment or neglect of an animal is cruelty. Inaction of the owner toward an animal in need of basic or emergency medical care is cruelty. Surgery by a veterinarian is not cruelty, but ear-cropping, de-barking, tail docking or alteration by an individual who is not a veterinarian is cruelty. Euthanasia by a veterinarian or by a euthanasia-qualified technician, or when carried out humanely by the owner when circumstances do not allow for visiting a veterinarian or euthanasia-qualified technician, shall not be deemed cruelty provided it is carried out humanely or by methods according to the New Mexico Sheltering Board regulations.

CUSTODY. The possession, control over and responsibility for an animal by a person who may or may not be the owner.

DANGEROUS ANIMAL. Any animal which, when unprovoked, engages in behavior that requires defensive action by a person to prevent bodily injury to a person or other animal when off the property of the owner of the attacking animal.

DEA. Drug Enforcement Agency

DOMESTIC ABUSE BOARDING. A program at the Animal Shelter where animals owned by a victim of a domestic abuse situation may obtain temporary housing at the Animal Shelter.

DOMESTIC ANIMAL. Any animal whose psychology has been determined or manipulated through selective breeding and which does not occur naturally in the wild and includes, but is not limited to, ferrets, gerbils, guinea pigs, hamster, horses, mice, rabbits, donkeys, rats and kangaroo rats. All companion animals are domestic animals, but not all domestic animals are companion animals.

EMERGENCY MEDICAL CARE. The care required in response to a traumatic injury or rapidly evolving health crisis concerning an animal.

ESTRUS. The regularly occurring state rendering a female animal capable of accepting the male animal for breeding and conception (“in heat”).

EUTHANSIA. The killing of an animal in a manner commonly recognized as humane and acceptable by local veterinarians, the Humane Society of the United States, or the New Mexico State Animal Sheltering Board.

EXTREME CRUELTY. A person is guilty of extreme cruelty to animals if a person intentionally or maliciously tortures, mutilates, injures or kills an animal, or if a person poisons an animal. This is a fourth degree felony according to NMAC 30-18-1, punishable by a fine up to \$5,000 and 18 months imprisonment.

FACILITY-WIDE CONTAGION. The presence of any disease at the Animal Shelter which could be passed from one animal to another or to humans to a degree not ordinarily found in nature and exacerbated by the close proximity of large numbers of animals at the Animal Shelter.

FIGHTING BIRD. A bird that is possessed, reared or trained for use in or that is actually used in a cockfight or any other fight or contest involving animals.

FIGHTING DOG. A dog that is trained for use in, or that is actually used in a fight with other dogs or any other animal.

FINES AND FEES. All fines and fees in this ordinance are to be paid at the Animal Shelter unless otherwise adjudicated.

FINDER. Any person who discovers and temporarily takes possession of a companion animal that has been separated from its owner.

FOSTER. To take temporary custody of any animal with the approval of or at the request of the Animal Shelter staff to administer veterinary care, groom, train, provide special feeding care for or otherwise provide for the animal.

FOSTER CARE PROVIDER. Any person who fosters an animal from or through the Animal Shelter to lend aid and comfort and to otherwise assist in making the animal adoptable or in the case of domestic abuse boarding, to provide a safe, homelike environment to minimize the negative effects on the animal of being separated from its family.

FOUND COMPANION ANIMAL. A stray animal that is temporarily possessed by a person who has notified the Animal Shelter to hold the animal for reclaim by the owner or subsequent disposition as provided in this article.

GROOMING PARLOR. An establishment that is maintained in whole or in part for the purposes of performing cosmetological services for animals.

GUARD DOG. A dog that is used to protect a private or a commercial property.

GUARD DOG SITE. An establishment or residence that utilizes a guard dog.

GUARD DOG SITE PERMIT (GDSP). The permit required for a guard dog site.

HEALTHY. That an animal is free from disease and not suffering from any objectively observable illness.

HOUSEHOLD. A human social or family unit comprised of persons living, residing or domiciled in the same residence.

HSUS. The Humane Society of the United States

IDENTIFIED. A companion animal that has an affixed license tag, microchip, tattoo or other indication of the owner sufficient for the Animal Shelter or any other person to contact the owner, or is known to an ACO or other Animal Shelter employee.

ILLNESS. A malady, injury, impairment or physical/mental condition that requires veterinary care.

IMPOUND. Receipt of an animal by the Animal Shelter for processing as provided in this article.

INDEPENDENT OBSERVER. A person who evaluates a dog for aggressive behavior without knowing about the conclusions or observations of another person who has also evaluated the dog; who has no predisposition or prejudice concerning the dog, and who is free from influence by any third person desiring any certain outcome of the assessment.

INJURED. The condition of an animal's being harmed, disabled or impaired in a physical sense which is determined by the reasonable objective observation of wounds, injured limbs, broken bones or disfiguring lacerations.

INTACT. A cat or dog over six months old that has not been altered.

INTACT COMPANION ANIMAL PERMIT (ICAP). The annual permit (registration fee charged) issued to the owner of a companion animal that has not been altered.

INTAKE AREA. The area set aside at the Animal Shelter where animals are taken having been dropped off by the public, surrendered by the owner or brought to the Animal Shelter by ACOs or other public safety personnel.

INTAKE DAY. The first day of arrival of an animal at the Animal Shelter.

INTAKE PROCESS. The procedure for receiving, documenting, photographing, physically examining (age appropriate vaccinating, deworming) and applying parasite prevention to animals that arrive at the

Animal Shelter, and includes all activities between the time of arrival and the time the animal is put in the enclosure where it will be housed.

KEEPER. A person who owns, keeps or has control or custody of an animal for more than six days, excluding professional establishments temporarily maintaining on their premises animals owned by others.

LAWFUL JUSTIFICATION. A strictly construed defense to a charge of cruelty based on an immediate need to defend a threatened person or animal from an imminent attack by an animal apparently capable of causing death or serious bodily injury to the threatened individual or animal.

LEASH LAW. Animals, other than wild animals not owned by any human, must be restricted at all times by a secure fence, a secure facility, a secure (meeting requirements) restraint, a secure enclosure, inside a vehicle with proper ventilation, or be on a leash no longer than 8 feet long accompanied by a person able to control the animal. In rural, sparsely-populated areas, dogs may be off leash; however, these dogs must be trained by the owner to respond to commands. Any animal trespassing upon private or public property shall be deemed not to be under the immediate control of the owner or keeper and the owner shall be in violation.

LICENSE: A Luna County companion animal license.

LICENSE TAG: The tag supplied by the Animal Shelter or its agents that contains the number of a Luna County companion animal license.

LICENSES AND PERMITS: Annual County licenses for companion animals, intact animal permits. Premises inspections for guard dog sites, Multiple Companion Animal Sites and Multiple Animal Facilities.

LITTER. One or more sibling offspring companion animals under six months old.

LIVE HUMANE TRAP: Any device designed to catch and restrict an animal without causing any harm to the animal.

LIVESTOCK. Animals as defined in the New Mexico Livestock Code.

MICROCHIP. A passive transponder which can be implanted in an animal by an injection and which is a component of a radio frequency identification system.

MULTIPLE ANIMAL FACILITY. Premises where 15 or more companion animals are kept or boarded. The maximum number of animals shall be based on maintaining standards for humane living conditions in compliance with the requirements set forth in this ordinance.

MULTIPLE ANIMAL FACILITY PERMIT. The permit required to operate a multiple animal facility.

MULTIPLE COMANION ANIMAL SITE (MCAS). Property in a residential area, which by virtue of a permit, the owner is allowed keep or board between eight and 14 companion animals.

MULTIPLE COMPANION ANIMAL SITE PERMIT OR MCASP. The permit required to operate a multiple companion animal site.

NEGLECT. The failure of an owner to provide care for an animal in the owner's custody which causes an animal to suffer physical or emotional harm.

NUISANCE. Includes, but in not limited to, defecation, disturbing the peace by persistently barking, howling or making noise, emitting noxious, offensive odors or endangering area resident's pets or domestic animals.

NIGHTTIME. The hours from a half hour after sunset to a half hour before sunrise.

OWNER. A person who possesses an animal and claims a legally valid right of possession of said animal.

OWNER SURRENDER. The relinquishment by the owner of all rights of animal to the Animal Shelter.

PARASITE CONTROL. Eradication of pests such as insects, ticks, fleas, worms and other organisms living or seeking to live in or on an animal. Reasonable parasite control measures must be employed to eradicate parasites from all areas an animal has access to and from the body of the animal.

POSSESSION. Custody of an animal.

PROOF OF OWNERSHIP. Any documentation or evidence which proves to the satisfaction of the codes enforcement officer or ACO that a person is the owner of an animal, including, but not limited to, a

County license, microchip identification, veterinarian invoice, official registration papers, or photographs of the animal.

PROTECTIVE CUSTODY. The temporary control over and care of an animal at the Animal Shelter.

PROVOKED. The response of an animal that a reasonable person believes the animal has taken to defend itself, its owner or family member or another person with its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its owner or family member.

QUALIFIED ADOPTER. A person who is 18 years of age or older, who has never been convicted of any form of cruelty under any law and in addition has never been convicted two or more times for any violation of the article, has never failed to reclaim an animal from the Animal Shelter, has not surrendered an animal within one year of the time of the adoption and has never been convicted of child or domestic abuse.

QUARANTINE. The segregation of an animal for any time as required under state law in order to control the spread of rabies or contagious diseases.

RECLAIM. An owner's recovery of an animal that has been impounded at the Animal Shelter.

SECURE ENCLOSURE. Cage or box that may be portable, from which an animal is not able to escape or be invaded.

SECURE FENCE. A visible protective or confining barrier that prevents any animal from escaping the property on which the animal is being restricted. The fence shall also reasonably protect the animal within from other animals or people coming into contact with the confined animal.

SECURE FACILITY. A house or building in which an animal is being restricted that will prevent the animal from being able to escape.

SEIZE. To take custody of an animal with or without notice to the owner or the consent of the owner. Exigent circumstances must exist if the animal is taken with notice to or consent of the owner.

SENIORS. Persons 55 years of age or older.

SERVICE ANIMAL. A dog that is individually trained to do work or perform tasks for a person with a disability or disabilities. Under the Americans with Disabilities Act, a housebroken miniature horse may serve as a service animal if it can be controlled by the owner.

SEVERE MEDICAL CONDITION. A condition that results in an animal requiring, permanently or for an extended period, a high level of constant care to maintain comfort, sustain life, or attend to a bodily function that the animal cannot manage itself.

STRAY. Any animal which is not physically restrained or controlled and has no identifiable keeper/owner.

TIME. Days spent at the Animal Shelter

TREATABLE ILLNESS. An illness, injury, impairment, or physical/mental condition that is capable of being improved or cured using proper medication and/or treatment.

VACCINATION OR VACCINATE. Administer a rabies vaccine as defined by NMAC 7.4.2.8.

VERMIN. Wild or feral mammals and birds that are believed to be harmful to crops, farm animals, or game, or that carry disease, e.g., coyotes, rodents, insects, and pests.

VETERINARIAN. A Doctor of Veterinary Medicine licensed to practice in the State of New Mexico.

VICIOUS ANIMAL. Any animal which has bitten, exhibits a tendency to bite, or in any manner attacks, attempts to attack or bite any person (except an animal that exhibits such behaviors when provoked) shall be deemed a vicious animal. Additionally, any animal which kills or maims any other animal when unprovoked shall be defined as a vicious animal.

VOLUNTEER. Any person who performs any animal services function or assists any Animal Shelter employee without compensation.

WORKING DAYS. Days the Animal Shelter is open to the public.

- E. **ADMINISTRATION: Rules and Regulations.** Reasonable rules and regulations may be prescribed by the County Manager to carry out the intent and purpose of this article, pursuant to standards created by this

article, by the laws of the State of New Mexico and by the standards as set forth in the New Mexico Animal Sheltering Act.

13

- F. **PERJURY.** It is unlawful for any person to make any false affidavit or knowingly swear or affirm falsely to any document, matter or thing required to be sworn to or affirmed by the terms of this article.

SECTION 1: DECLARATION OF POLICY: It is the sole intent, purpose and policy of the County to promote the protection of the public health, safety, peace and the general welfare by the regulation of animals as provided in this ordinance. The provisions stated are to be construed liberally, according to the fair import of their terms, in order to effectuate this policy. The provisions of this ordinance and other County ordinances are cumulative law, and this ordinance does not prevent enforcement of any other ordinance that regulates any area covered by this chapter.

SECTION 2: ANIMAL CONTROL AND A SHELTER FOR DOMESTIC ANIMALS: Deming-Luna County Humane Society, under an annually-negotiated agreement with the City of Deming, the County of Luna and the Village of Columbus, shall provide a shelter for dogs, cats and potbellied pigs. Deming-Luna County Humane Society, under an annually-negotiated agreement, shall provide animal control in the County.

SECTION 3: CARE, MAINTENANCE, HOUSING, RESTRAINT AND TRANSPORTATION STANDARDS:

Any person who violates a provision of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to the penalty provisions as set forth by the Magistrate Judge.

A. REQUIRED CARE AND MAINTENANCE FOR ANIMALS ON A RESIDENTIAL PROPERTY

1. **Food:** Animals shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal.
2. **Water:** Animals shall be provided with constant access to a supply of clean potable water at all times as to maintain good health as required by the species whether animals are outdoors or indoors except as directed by a veterinarian.
3. **Medical treatment:** Animal owners shall provide regular basic medical care and emergency medical care as defined in this article for all of their animals. No animal should ever be

allowed to suffer due to lack of medical care. Animal owners shall have all of their animals vaccinated.

4. It is strongly recommended that owners shall spay or neuter all companion animals.
5. When a female companion animal is in estrus, said animal shall be isolated and protected from interaction with intact males of the same species.
6. Basic Grooming: Basic grooming is necessary to maintain the eyes, ears, feet and skin of an animal in healthy condition. Toenails are not to be so long as to cause the animals not to be able to move normally or cause pain to the animal. Grooming the coat on most animals is necessary to ensure the coat is not matted to the point that it comes so heavy as to cause skin irritation or trap fecal matter. The animal shall not be so dirty as to provide a home for parasites and insects. No animal shall be allowed to have foreign objects imbedded in its skin, fur or hair other than a microchip.

B. HOUSING AND RESTRAINT STANDARDS: RESIDENTIAL

1. Leash law. See definitions.
2. General standards — Indoor/outdoor locations including secure facility and secure fence: Feces and soiled bedding must be removed daily or as needed to prevent odors and possible dangerous or toxic exposure or contamination by fecal material, mold or internal and external parasites that could harm the animal or cause the spread of disease to other animals or humans. Premises shall be kept in such a way that no animal may become entangled with loose wire, get splinters from wooden boards or come into contact with other yard trash that could harm an animal. Hazards: All areas where animals are kept shall be maintained in a manner that no animal can accidentally or intentionally come into contact with chemicals or other dangerous substances. Areas where the animal will be spending time shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants, wasps, bees, maggots or other insects that could cause harm or discomfort.
3. Indoor – secure facility: Companion animals kept in cages or crates indoor must be kept in enclosures suitable to the size of the animal.
4. Outdoor – secure fence: Space requirement: Animals in an outdoor enclosure must be provided with adequate space to prevent overcrowding and to allow normal exercise levels required by the size, temperament and type of animal. Adequate shelter and shade: Animals that are not allowed free access to the household must be provided with adequate shelter and shade. A structure that provides adequate shelter protects the dog from the wind, rain and direct sunlight. Outside

housing shall protect animals from any extreme weather conditions.

5. Chaining animals in unenclosed premises: It is unlawful for any person to chain or stake any animal in a cruel and inhumane manner. Where circumstances warrant and no other alternative exists for confining the animal on its owner's property, cable or chain may be used to restrain the animal provided the following criteria are met: A chain of not less than 12 feet long and not more than 1/8 of the dog's body weight must be attached to a stationary post by means of swivel device with a second swivel device attaching the chain to the animal's non-abrasive collar or harness; the chain must be unobstructed by objects whereon the dog could become entangled; the dog must have constant and easy access to adequate food, clean potable water, shelter and shade. All outdoor cleanliness regulations previously described shall be met.

C. REQUIRED CARE AND MAINTENANCE FOR ANIMALS KEPT AT ANIMAL SHELTER, BOARDING KENNELS, MULTIPLE ANIMAL FACILITIES — NON-RESIDENTIAL:

1. Food: Animals shall be provided with uncontaminated, edible, nutritious food, which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. Additionally, the amount of food and feeding times must properly conform to the individual animal's age and condition. Food should be stored in a rodent proof and insect proof container. Open food must be kept in covered, washable containers. Refrigeration shall be available and used for partially consumed cans of food. Food and water dishes must not be made of plastic and must be washed after every meal. There should be a designated area available to wash dishes with hot water and an appropriate disinfectant to protect against the spread of viruses and other common communicable disease.
2. Water: Animals shall be provided with constant access to a supply of potable water in sufficient amount as to maintain good health as required by the species whether the animal is indoors or outdoors.
3. Medical Treatment: Animal Shelters: Veterinary services shall be available to animals in shelters at all times. Sick animals should be placed in their own enclosures and given medical attention as soon as possible. No animal should ever be allowed to suffer due to lack of medical care. Boarding Kennels: The services of a locally available veterinarian must be retained. If there is a medical problem with an animal and the owner's veterinarian is not available, the veterinarian listed

for the kennel shall be contacted as soon as possible. Multiple Animal Facilities are to contact their veterinarian of contract as soon as possible. Sick animals should be placed in separate enclosures and given medical attention as soon as possible. No animal should ever be allowed to suffer due to lack of medical care.

4. Required Alteration (spay/neuter) of companion animals: no animal in Luna County shall leave the Animal Shelter without having been altered or appointments made for its alteration. This does not apply to impounded dogs with an Intact Animal Permit unless it occurs several times.
5. Female animals in estrus. While a female animal is in estrus, such animal shall be isolated and protected from interaction with intact male animals of the same species unless breeding is intended. No breeding is allowed at Animal Shelters.
6. Basic Grooming: See Basic Grooming for residential sites. In addition, boarding kennels are not required to provide basic grooming for boarded animals, but are required to report such to the proper authorities when neglect is obvious.

D. HOUSING AND RESTRAINT STANDARDS FOR ANIMALS KEPT AT MULTIPLE COMPANION ANIMAL SITES OR MULTIPLE ANIMAL FACILITIES — NON-RESIDENTIAL SITES.

1. Housing provided must meet the criteria of a secure facility or secure fence as defined in this article.
2. Living quarters for animals must be waterproof, structurally sound, have no protrusions that could injure animals.
3. Cleanliness: The entire premises shall be kept clean and in good repair. Feces and urine must be removed at least daily from animal living quarters to prevent odors, dangerous or toxic exposure or contamination by fecal material, mold or internal or external parasites which could cause spread of diseases. After cleaning, cats shall be returned to their enclosures which have air dried. Soiled bedding must be changed daily. If hosing enclosures, the animals must be removed from the enclosures and not allowed to come in contact with the dirty water. Suitable drainage must be provided so there can be no standing water.
4. Hazards. All areas where animals are kept shall be maintained in a manner such that no animal can accidentally or intentionally come into contact chemicals or dangerous substances. A room or closet must be available to store cleaning supplies. Cleaning supplies and food cannot be stored together. Provisions shall be made for the timely removal and proper disposal of animal and food waste, soiled bedding, dead animals and debris. All areas shall be maintained to minimize the animal's exposure to fleas, ticks, flies, mosquitoes, ants,

wasps, bees or other insects which could cause the animal harm or discomfort.

5. Secure facility requirements: Cats shall have a minimum of two square feet of flat floor space and 22 inches of vertical space and shall always have access to litter. Dogs weighing less than 30 pounds shall have 8 square feet floor space with two vertical feet per dog; dogs between 31 to 65 lbs. shall have at least 12 square feet with 3 vertical feet per dog; and dogs over 66 lbs. shall have 24 square feet with 4 vertical feet per dog.
6. Indoor - Heating and cooling systems are required to keep the temperature between 60 and 80 degrees Fahrenheit. Ventilation should be such that there are not drafts in winter, odors or moisture condensation. Ten to 15 air exchanges per hour are recommended.
7. Ample light must exist so that all areas of the building and animal enclosures can be easily examined.
8. Fire suppression equipment shall be available and in good working order at all times in all areas where animals are kept.
9. Outdoor – secure fence. See same requirements as residential.

E. TRANSPORTING ANIMALS IN VEHICLES:

1. It is the responsibility of the owner to see to the health and safety of the animal(s) being transported.
2. No person shall leave an animal in closed vehicle for any length of time reasonably concluded to be dangerous to the health or safety of the animal. During warm or hot weather, an ACO or other law enforcement personnel may immediately remove an animal from a vehicle and take it into protective custody at the cost assessed to the owner. Violation of this will constitute an act of cruelty/neglect.

SECTION 4: PROHIBITED ACTIVITIES:

Nothing herein shall be construed to preclude a conviction for Extreme Cruelty under state law.

- A. Cruelty is any act or inaction that causes, is known to cause, or is calculated to cause physical or psychological pain, injury, damage or harm to any animal.
- B. Any person, including employees of the Animal Shelter, may be cited for cruelty hereunder whether or not said person owns the subject animal.
- C. Cruelty is applicable to all companion animals in the County.
- D. Personal observation of cruelty by an ACO or a police officer is not required and such officers may issue citations, file criminal complaints or assist any other person in filing a criminal complaint if an animal has been treated cruelly. A charge of cruelty under this article is not a lesser included offense for a charge of cruelty under state law.

- E. In addition to criminal charges for cruelty, the County may avail itself of the remedies of seizure, confiscation and protective custody provided in this article.
- F. Any person who treats an animal in any way that would lead a reasonable person to conclude that such an animal has been subjected to harm without lawful justification is guilty of cruelty.
- G. Specific activities that constitute cruelty to an animal:
 - 1. Killing or attempting to kill an animal. Exceptions include humane euthanasia performed by a person legally qualified and humanely killing an animal when circumstances do not allow for transport to a person legally qualified, killing a bird owned by that person and will be eaten for food, killing a rabbit owned by a person and will be eaten for food, vermin not claimed as pets, killing an animal which poses a direct threat to life or property, government agencies under contract, and hunting allowed under the regulations of the New Mexico Department of Game and Fish.
 - 2. Maliciously poisoning, attempting to maliciously poison or allowing an animal access to poisonous substances such as antifreeze, and baiting any animal with any substance soaked, treated or prepared with any harmful or poisonous material unless such actions are undertaken by a licensed professional exterminator. (A person may use poison to kill mice and rats, but only within that person's own enclosed structures.)
 - 3. Abusing an animal which includes, but is not limited to, maiming, disfiguring, torturing, beating, having sexual contact with, hurting, burning, scalding or cruelly setting up any animal.
 - 4. Using a prod, stick, electrical shock, chemical, physical force, starvation, pain or discomfort on an animal in order to make it perform for entertainment purposes.
 - 5. Generally accepted methods of animal training that do not cause undue physical and emotional suffering, including the training of companion animals, guard dogs, hunting dogs and service animals shall not constitute cruelty.
 - 6. Using a whip or riding crop in a manner that causes injury to the animal.
 - 7. Any owner who reclaims an injured animal from the Animal Shelter for the purpose of obtaining treatment by a private veterinarian who subsequently fails to provide written proof of treatment to the Animal Shelter within two weeks
 - 8. Abandonment of an animal. Any person who relinquishes possession or control of an animal in a location where any reasonable person would know the animal has little chance of finding food, potable water and shelter is guilty of cruelty. Abandonment also includes dumping or releasing an animal anywhere or leaving an animal behind when a person moves.

9. Improper use of a live trap. Any person who leaves an animal in a live humane trap for more than 6 daylight hours or 12 nighttime hours.
10. Overworking an animal.
11. Animal Fighting. No person shall promote, stage, hold, manage, conduct, carry one, train for, attend a game, show, exhibition, contest or fight in which one or more animals is injuring, killing, maiming or destroying itself or other animals or attempting to injure, kill, maim, or destroy other animals or people. The following are also criminally liable: persons who attend or observe an animal fight, the owner of any premises used for animal fighting, persons profiting in any manner from an animal fight.

SECTION 5: ENFORCEMENT OF ORDINANCE: Animal Control Officers (ACO's), employed by the Deming-Luna County Humane Society, the County of Luna or the Village of Columbus, Luna County Code Enforcement staff, and personnel of all branches of law enforcement shall have the authority to issue citations for violations of this ordinance.

SECTION 6: ANIMAL CONTROL OFFICERS AND DUTIES: Animal Control Officer(s) will be available during the hours the Animal Shelter is open to the public. In addition, ACO's will respond, at any time day or night, to emergency calls from the hospital reporting animal bites and from law enforcement officers reporting injured animals, dangerous/vicious animals and situations needing special services from those trained to care for animals. Calls of a non-emergency nature received outside business hours will be acknowledged during regular business hours.

- A. Personnel: Personnel shall be trained as to their responsibilities in animal control and in the use of such equipment as shall be deemed necessary to carry out assigned duties,
- B. Safety Precautions: All persons dealing with animals should have the proper protective gear (heavy gloves, catch poles, etc.) and be trained in the use of such equipment as shall be deemed necessary to carry out their duties. Protective equipment and devices should be readily available both in the Animal Shelter and all vehicles used in animal control.
- C. ACOs shall be authorized to issue warnings and citations to keepers and other persons in violation of any provision of this article.
 1. Complaints alleging any violation of this article must be filed with the ACO or the Animal Shelter by a person who has personal knowledge of such violation and who can identify the keeper of the animal involved or the premises where the animal is located. The complainant may be required to provide his name and address and affirm the complaint.
 2. Complaint Follow-up. The investigating ACO will notify the keeper of the animal(s) that a complaint has been filed. When violations warrant it, a written report with name, address, and details of the offense will be prepared to issue a citation for the offense or to file a complaint through the courts. A copy will be sent to the offender.

3. It shall be unlawful for any person to conceal any animal or otherwise interfere with the ACO while carrying out his/her duties.
4. ACOs must bring animals for impounding to the Animal Shelter. Outside shelter offices hours, the animals are to be taken to the Intake/Quarantine building. Dead animals are to be taken directly to the city facilities or to the Animal Shelter for later disposal. In either case, ACOs must submit a report on each animal handled with all known information: any tags attached, picture of the animal, description of the animal, owner if known, location of pick up, etc.

D. Authorized Entry of Premises

1. For the purpose of discharging their duties imposed by this article, ACOs are hereby authorized and directed to enter upon any premises after having received a complaint, for the purpose of inspecting to ascertain if any provisions of this article or any laws of the State of New Mexico relating to the care, treatment, control and prevention of cruelty to animals are being violated.
2. An ACO who personally views a “violation” may enter a vehicle or premises without a complaint having been received. A full report will be filed of the circumstances.
3. If, however, the owner or occupant of any dwelling or vehicle objects to inspection, as above stated, a warrant will be obtained from a court of qualified jurisdiction prior to inspection.

E. Emergency Measures: Any ACO discovering a violation of this article which endangers an animal is authorized to take emergency measures and/or otherwise remove the animal, at the owner’s expense, until the violation is corrected or resolved to prevent further suffering of or cruelty to the animal.

F. Dog Bites: When notified of a biting dog incident, ACOs shall interview victim(s) and law officer(s) in charge; attempt to identify the owner; and remain at the hospital until the investigation is complete. The animal(s) shall be taken into custody for isolation and quarantine. If the animal is taken to the Animal Shelter, a copy of the report should be on file there.

G. Emergency Calls: Emergencies include, but are not limited to, vicious animals in threatening situations, dog fights in progress, dog bites, animals being actively abused and injured animals whose owners are unknown. Vehicle accidents that involve animals and legal actions that involve the removal of animals are considered to be emergencies. Calls must include the name, address, phone number and location of the emergency. The 911 number should only be used for extremely serious situations. All other calls should go through Central Dispatch, 546-0354.

H. Non-Emergency Calls: These may include animal pickups, strays, nuisance barking and dead animals that are not obstructing traffic. Law Officers on duty and citizens are asked to move dead animals off roadways, if possible, and then call in the location of the animal. When two or more reports of the same violation, such as animals in packs, are received, animal control will set up special patrols to remedy the problem. These calls may be made to the Animal Shelter, 546-2024 or to Central Dispatch, 546-0354.

I. Destruction: The ACO(s) may authorize and/or complete the immediate destruction of any threatening animals that cannot be caught and/or may be subject to quarantine in the event that it is necessary to protect the life or safety of any person or animal.

SECTION 7: ANIMAL SHELTER AND RESCUE OPERATORS:

A. The facility, owned by the City of Deming, and used by the City, the County and Columbus for impounding dogs, cats and potbellied pigs shall be open to the general public. The quarantine area will not be available to the general public without the escort of a Shelter Attendant. Shelter hours will be posted at the site, 2135 Onate Rd. SE, Deming. The Animal Shelter is required to accept all animals brought to the shelter by individuals or animal control. It shall be the only facility for quarantine in Luna County. The Animal Shelter shall:

1. Adhere to the Animal Shelter Standards adopted in the State of New Mexico Animal Shelter Act, and,
2. Make every effort to find the owner of any animal in protection.

B. PERSONNEL: The Animal Shelter shall be adequately staffed, and the staff shall be adequately trained.

C. AGREEMENT: The Deming-Luna County Humane Society, under annually-negotiated agreements with the County of Luna, the City of Deming and the Village of Columbus, shall manage the city-county shelter for dogs, cats and potbellied pigs. The not-for-profit organization shall use the shelter office as its headquarters to dispense educational information regarding: spay/neuter information, proper care of animals, etc. In addition, at its expense, the society is allowed:

1. To keep adoptable companion animals longer than mandated minimums;
 - a. Generally, any qualified adopter (see definition) who desires to adopt a dog or a cat may file an application for pet ownership. Animals will be available as soon as the required confinement period ends, pending good health. Prospective adopters must have proper facilities to care for the animals. The society reserves the right to have ACOs check on the welfare of the adopted animal(s).
 - b. The adoption fee will include payment for the anti-rabies vaccine which will be remitted to the veterinarian who redeems the certificate.
2. To require that all animals adopted from the Animal Shelter be spayed or neutered as per appointment set with the contracting veterinarian at the time of adoption. Failure to keep the appointment may result the adoption being revoked, citation with fine, or both.
3. To operate a pet cemetery for public use. The cemetery is platted and records are kept of all lots. Spaces may be purchased in advance of need. Burial plot purchase includes a small name marker. See FEE SCHEDULE.
4. To accept donations of all kinds to offset the expenses above the stipends received for services from the funding agencies.

D. RECORDS: The Animal Shelter management shall maintain, for a reasonable period of time or as required by statute, a record of all animals impounded. The following

information shall be included: a complete description of the animal; the manner and date of its acquisition; the date, manner and place of impoundment; and the date and manner of its disposition.

E. **DISPOSITION OF ANIMALS:** Any animal not reclaimed at the end of the protective custody period or not adopted may be transferred to another facility able to offer extended care, or be humanely euthanized.

1. The only methods of euthanasia shall be those certified by the Humane Society of the United States as painless, rapid, and, to the fullest extent possible, minimizing fear and trauma in the animal. Only persons approved under the auspices of the New Mexico Sheltering Board may perform euthanasia. The facility must maintain and display a NM Euthanasia License.

2. **Disposal:** The City will provide space for all dead animals from the Animal Shelter or those brought in by animal control.

F. **FEES, LICNESES, PERMITS:** All fees and license payments shall be made at the Animal Shelter or specifically announced special-site locations. (Example: Reduced Fee Rabies Day at the Deming Animal Clinic).

G. **FINES:** Fines assessed will be processed through the Magistrate Court.

H. **DAILY HANDLING FEE:** The owner of an animal confined at the Animal Shelter shall be charged a handling fee as set by the shelter for each day or fraction of a day the animal is confined.

I. **QUARANTINE COSTS:** In addition to any penalties imposed by a court for the violation of the County's animal control ordinances, fees will be established for the purpose of defraying the cost incurred in connection with each separate and distinct quarantine of an animal.

J. **GUARD DOGS:** All sites where guard dogs are used must have an inspection permit allowing periodical inspections by shelter or animal control personnel to assure that the facilities meet specifications that and animals are properly housed, supplied with ample shelter, food and water and show no signs of cruelty or abuse. The fee, payable at the Shelter, shall be reevaluated annually and posted in the Fee Schedule. Special housing requirements include:

1. In addition to the standard facilities and care requirements for premises, the area where guard dogs are housed while not on duty shall be secured in a manner which will prevent the escape of the animals. Off duty housing areas shall be kept locked when the dogs are not in use.

2. When a dog is on duty outside a building, the premises must be enclosed by a secure fence adequate to enclose the dog and to which anti-escape devices have been added.

3. When a dog is on duty inside a building, doors, windows and all other openings must be secured to prevent escape.

4. Guard dog premises shall be posted with warning signs.

5. Vehicles used to transport guard dog(s) and vehicles protected by guard dog(s) shall be secured so the public is protected from injury, and shall be constructed or modified to ensure that the dog(s) is transported in a safe, humane manner.

SECTION 8: LICENSES AND PERMITS REQUIRED:

- A. **COUNTY LICENSES.** Licenses are available throughout the year, but must be renewed on or before January 1 annually. The Animal Shelter or specified additional site shall issue all licenses and retain fees collected. Costs per license will reflect a consideration in a price discount being given to animals which are spayed or neutered. Fees are posted in the FEE SCHEDULE.
- B. **INTACT ANIMALS:** If an additional fee is paid at the time the annual is issued, an animal that has not been altered (intact) may be registered as breeding stock. If impounded, said animal will not have to be altered before being redeemed by the owner. If impounded three times, the animal must be altered. The fee for registering an INTACT ANIMAL will be reflected in the FEE SCHEDULE.
- C. **GUARD DOG SITES:** All sites where guard dogs are used must have an inspection permit. The annual fee, payable at the Animal Shelter, is listed the FEE SCHEDULE.
- D. **MULTIPLE COMPANION ANIMAL SITE PERMIT:** Any person intending to keep between eight to 14 companion animals in a household, shall obtain a Multiple Companion Animal Site Permit (MCASP). The annual fee, payable at the Animal Shelter, is listed in the FEE SCHEDULE.
- E. **MULTIPLE ANIMAL FACILITY PERMIT:** Premises where 15 or more companion animals are to be kept or boarded shall obtain a MULTIPLE ANIMAL FACILITY PERMIT. The annual fee, payable at the Animal Shelter, is listed in the FEE SCHEDULE.

SECTION 9: MULTIPLE COMPANION ANIMAL SITES AND MULTIPLE ANIMAL FACILITIES.

There shall be two categories for multiple animal sites.

- A. **MULTIPLE COMPANION ANIMAL SITE:** Residential site (household) where eight to 14 companion animals are kept. All companion animals at a MCAS must be licensed. Fostering a pregnant companion animal and her eventual offspring is a temporary exception to this rule. Adjoining property owners may petition the licensing agency (Deming-Luna County Humane Society as designee for the County Manager) for revocation, modification or suspension of a MCASP if the adjoining property is reasonably aggrieved by any effects of the Multiple Animal Site. An annual permit and periodic inspections by ACOs are required.
- B. **MULTIPLE ANIMAL FACILITY.** Premises where 15 or more companion animals are to be kept or boarded. An annual permit and periodic inspections by ACOs are required. Adjoining property owners may petition to the licensing agency for revocation, modification or suspension of a Multiple Animal Facility license if the adjoining property is reasonably aggrieved by any effects of the site.

- C. **STANDARDS AND REQUIREMENTS FOR MULTIPLE ANIMAL SITES:**
Both types of above sites are governed under the standards and requirements as set forth in SECTION 3 of this article.
- D. **EXEMPTIONS:** This section shall not apply to and shall not be construed to require a multiple animal permit for a veterinary hospital or clinic operated by a licensed veterinarian; a publicly-owned animal control center or shelter, or a bona-fide animal shelter or refuge operated by an organized humane society which is authorized and inspected by a political subdivision of the State of New Mexico for the care and custody of impounded animals.
- E. **PERMIT SUSPENSIONS, REVOCATIONS, APPEALS**
 - 1. A multiple animal site permit may be denied, suspended or revoked by the licensing agency upon a determination that the operator of the site is in violation of this article.
 - 2. Appeals may be filed with the licensing agency. The Humane Society shall notify the County Manager, who shall appoint a hearing officer.
 - 3. The opportunity for a hearing on any denial, suspension or revocations shall be provided at a time and place determined by the County Manager, at which the hearing officer shall preside.
 - 4. Based on the record of such hearing, the County Commission may sustain, modify or rescind the action taken by the hearing officer at the hearing.
 - 5. Any owner of a multiple animal site whose permit has been suspended or revoked may make application for the reinstatement of the permit. If, during inspection, the application has complied with the requirements for a permit, the permit shall be reinstated. After three violations in three years, the license shall not be reinstated.

SECTION 10: OWNER RESPONSIBILITY:

No more than seven companion animals may be kept at one residential site without special permits. All companion animals must be licensed and current on rabies inoculations as set by the State of New Mexico.

- A. **STANDARDS FOR CARE, HOUSING, MAINTENANCE, RESTRAINT AND TRANSPORTATION:** See SECTION 3 of this article.
- B. **ANIMALS IN ESTRUS(HEAT):** Keepers of female dogs or cats in estrus must confine the animal(s) within a building or enclosure in such a way as to prevent attack by male dogs or cats and so as not to constitute a nuisance by attracting male animals.
- C. **ANIMAL DISPOSAL:** Within 24 hours of the death of an animal, the owner shall dispose of the animal by burial at least three (3) feet underground in a suitable location, or by other means approved by an ACO. There will be a charge if an ACO is called to pick up the animal for disposal. This fee is waived if the animal is to be buried at the Louise Coffman Memorial Pet Garden (pet cemetery). Burial fees are included in the FEE SCHEDULE.

SECTION 11: IMPOUNDMENT:

A. An ACO or law enforcement personnel is hereby authorized and directed to impound the following:

1. Any animal that does not exhibit evidence of vaccination as required by law;
2. Any animal found to be running at large;
3. Any animal that is subject to quarantine as provided in this article;
4. Any animal found to be in violation of any of the provisions of this article.

B. REDEMPTION / IMPOUNDMENT OF ANIMALS:

1. Owners requesting impoundment of an animal shall be required a release of ownership and pay an impoundment fee. See FEE SCHEDULE for amount.
2. Owners of animals impounded at the Animal Shelter may reclaim animals after paying all required fees imposed by the impound facility. See FEE SCHEDULE.
3. Expenses incurred by the impoundment of any animal shall be paid by the owner even if the owner does not reclaim the animal, including veterinary expenses incurred for the welfare of the animal.
4. Owners of any animal that has not been vaccinated against rabies as required by this chapter may redeem the animal by paying for the vaccination plus any other charges at the Animal Shelter. If such owner fails to procure a vaccination certificated within one week, the paid vaccination shall be forfeited and the animal may be impounded again.
5. The New Mexico Sterilization Act mandates no animal shall be released from an animal shelter to an adopting person unless a spay/neuter agreement has been signed and a deposit for such has been made. The surgery for adult animals and puppies and kittens six months of age and older must be scheduled for the first possible veterinary appointment. If verification of spay/neuter is not received after the scheduled appointment, the owner may be given a citation for violating this article and the animal may be redeemed by the Animal Shelter. Puppies and kittens under six months of age will have appointments scheduled for the appropriate age of surgery. The same requirements will apply.
6. Intact animals impounded at the Animal Shelter must have spay/neuter appointments made before they can be reclaimed unless they were registered as breeding stock when issued a Luna County license. If verification of spay/neuter is not received after the scheduled appointment, the owner may be given a citation for violating this article, and the animal may be redeemed by the Animal Shelter
7. Animals become the property of the Animal Shelter on the day following impoundment if the animal is surrendered by the owner. All other animals become the property of the Animal Shelter after three working days.

SECTION 12: IMPOUND AND QUARANTINE FEES:

The owner of an animal that is confined within the Animal Shelter premises shall be required to pay an impoundment fee in the amount set out in the FEE SCHEDULE. The owner of an animal that is impounded for quarantine purposes shall also be liable to the Animal Shelter for daily charges. Fees to defray the cost incurred in connection to impounding and/or quarantining an animal are fixed according to the number of times that an animal has been impounded or quarantined. See FEE SCHEDULE. An animal that is impounded more than four times in any 12 month period shall not be released to the owner without the prior written approval of the ACO.

SECTION 13: RABIES CONTROL:

- A. An anti-rabies vaccination shall be administered as often as required according to state law. The duty to provide an anti-rabies vaccination does not discharge the owner from the duty to provide other vaccinations and reasonable medical treatment for companion animals.
- B. ANTI-RABIES VACCINATION. All owners of companion animals or ferrets over the age of three months shall have companion animals and ferrets vaccinated against rabies no less frequently than required under New Mexico State law. The anti-rabies vaccine shall be administered by a veterinarian who also shall issue an anti-rabies vaccination certificate and tag, each bearing the same number. The veterinarian shall legibly record, on the approved certificate, the name and address of the owner of the animal, a description of the animal, the date and the expiration of the period of immunity and the veterinary practice name. The owner shall produce certificate on demand.
- C. Companion animals which have received the anti-rabies vaccination must wear the metal vaccination tag securely attached to a collar or harness at all times. (Exceptions: removal for medical treatment or grooming is allowable.)
- D. The metal tag shall have the year, certificate number, name and phone number of the vaccinating veterinary clinic.
- E. UNLAWFUL USE / LOSS OF METAL TAG: It shall be unlawful for any person to attach the metal vaccination tag which was issued to one companion animal to any other companion animal. A lost tag may be replaced by presenting the vaccination certificate to the vaccinating veterinary clinic. There will be a replacement charge.
- F. ANIMAL QUARANTINE: It shall be unlawful for the owner of any animal subject to quarantine under this article to fail to immediately surrender possession of animal to any ACO or law enforcement personnel upon request for purposes of supervised quarantine. Unless more stringent state laws have been promulgated by the NM Dept. of Health or other state agency, the following provisions shall apply:
 - 1. Any companion animal that has bitten, scratched or otherwise attacked a person or animal without provocation shall either be impounded at an animal shelter or a veterinary hospital or an approved kennel and observed for a period of ten days from the date of the incident. Or, if the animal has a current vaccination for rabies and the area involved is not quarantined for rabies, the ACO may permit quarantine of such

- animal at the keeper's home after inspecting the premises.
2. If quarantined, it shall be unlawful for the owner to fail to immediately confine said animal in such a manner that absolutely prevents the escape of the animal and to fail to prevent animal from contacting any person or animal. The owner of said animal shall further be required to obtain the same veterinary supervision of the animal and otherwise comply with the same conditions of release from quarantine as would be required in a veterinary hospital or at the Animal Shelter.
 3. If observance of the animal by an ACO is denied or prevented, the animal shall immediately be confined at the Animal Shelter for the remainder of the quarantine period.
 4. It shall be unlawful for the owner in an allowed home quarantine to fail to immediately report and otherwise notify the Animal Shelter should the animal escape or report any changes in the animal's condition.
- G. QUARANTINE REPORT INFORMATION: ACO(s) shall include the following on each quarantine case: the name and address of the victim; the name and address of the owner of the animal; the reason for the confinement of the animal; a description of the animal; the place where the animal is to be confined; and other pertinent data.
- H. RABIES OCCURRENCE:
1. If, as determined by a veterinarian, a companion animal proved to be rabid during the period of confinement, the Animal Shelter shall have it humanely destroyed at the owner's expense and properly dispose of the remains.
 2. The head of any animal suspected of having died of rabies shall be immediately sent to a laboratory designated by the State Board of Public Health under such procedures as specified.
 3. If any companion animal is bitten by an animal proved to be rabid, the owner shall have it humanely destroyed and properly dispose of the body, unless the animal has been vaccinated at least three weeks before being bitten. Then the animal shall be confined for 90 days. At the end of the confinement period, the animal shall be released if declared free of rabies by a licensed veterinarian.
- I. DECLARATION OF QUARANTINE: The Board of County Commissioners may declare a quarantine against rabies within the County proper when, in its judgment, rabies exists to the extent that it is a danger to public health. Upon such declaration, all companion animals within the County shall be confined on the premises of the owner, in a veterinary hospital, in a Multiple Companion Animal Site, Multiple Animal Facility, or in the Animal Shelter. After reasonable effort is made to apprehend any animal found running at large, it may be humanely destroyed by any ACO or law enforcement personnel who shall also properly dispose of the remains. This type of quarantine shall not be removed except on the order of the Board of County Commissioners.

SECTION 14: OFFENSES AND ENFORCEMENT:

- A. **ANIMAL NUISANCE:** It is unlawful for an owner to allow any animal to persistently bark, howl or make noise, to be kept or maintained in such a manner as to disturb by emitting noxious or offensive odors or to otherwise be a nuisance to the inhabitants of the area, specifically including defecation upon other private property.
- B. **ABANDONMENT OF ANIMALS.** See SECTION 4.
- C. **DANGEROUS AND VICIOUS ANIMALS:**
 - 1. It is unlawful for any person to keep or harbor any vicious animal. When an ACO or law enforcement personnel has probable cause to believe that an animal is vicious, the officer may impound the animal into protective custody awaiting appropriate court proceedings. Following judicial determination that an animal is vicious, the court having jurisdiction over the enforcement of this article, shall, in addition to any fine or imprisonment imposed for violation of this section, order the owner of said vicious animal to have it humanely destroyed.
 - 2. Dangerous animals with the potential to become vicious, whether through breeding or training (such as guard dogs) must be contained and restrained with additional safeguards for the public. When in public, such restraint may include, but is not limited to, a muzzle attached to its mouth of sufficient construction to prevent said animal from harming any person or animal.
 - 3. Should any dangerous animal be found abandoned, running at large or violating any other part of this article, the ACO will determine if the animal is a hazard to the public and whether or not it may be redeemed from the Animal Shelter.
- D. **HARBORING UNVACCINATED ANIMALS:** It is unlawful for any person to keep companions animals that have not been vaccinated against rabies as provided in this article.
- E. **CRUELTY TO ANIMALS.** See SECTION 4.
- F. **WILD ANIMALS:** It is unlawful to own or harbor wild animals except as allowed by state law.
- G. **SUSTENANCE.** See SECTION 3.
- H. **POISONING AND TRAPPING.** See SECTION 4.
- I. **ANIMAL FIGHTS.** See SECTION 4.
- J. **EXCLUSION OF SERVICE ANIMALS AND/OR ASSISTANCE ANIMALS FROM PLACES OF BUSINESS:** It is unlawful for any person owning, operating or maintaining any public place of business or conveyance into which the general public is invited for any business purpose to exclude therefrom any service animal that has been trained to assist a person with a disability, provided that such animal is in the company of the person whom it was trained to assist.
- K. **QUARANTINE RELEASE:** It is unlawful to remove an animal from quarantine without a signed release from an ACO or the Animal Shelter staff.

SECTION 15: PENALTIES:

- A. MISDEMEANOR: Any person who violates any of the provisions of this ordinance may be charged with a misdemeanor and, upon conviction thereof, may be punished by a fine not to exceed three hundred dollars (\$300) and/or imprisonment for a period not to exceed ninety (90) days, or both such fine and imprisonment. Each day of violation shall be considered a separate offense.
- B. PENALTY FOR POISONING: Any person who distributes or sets out poison for animals, other than for eradication of vermin, within the boundaries of Luna County shall pay a fine of not less than three hundred dollars (\$300) and be imprisoned in the Luna County jail for not less than 30 days nor more than 90 days.

REPEAT OFFENSES:

1. In cases of three repeat offenses under SECTION 4, an ACO shall have the authority to impound animal subjected to cruelty, neglect or abandonment. The animal may not be returned to its owner before a hearing in the appropriate court, if in the opinion of the ACO, the harm to the animal is likely to recur.
2. In addition to the above penalties, any person found violating the terms of the article or any similar statute or ordinance within or without the State of New Mexico may, as a condition of probation, lose his/her right to own or keep an animal for a period as follows: 90 days for a first offense; one year for a second offence, and 5 years for a third offense.
3. Notwithstanding the above, the court may permanently ban an individual from owning or possessing any animals for a period of time deemed reasonable by said court, if that person has been convicted of any offense involving cruelty to animals.

C. SUSPENSIONS, REVOCATIONS OF PERMITS:

When a permitted premises is in violation of this article, a notice will be given to the permit holder of the specific violation, a time limit to correct it, and the warning that failure to comply may result in immediate suspension or revocation of the permit. A person whose permit has been suspended may apply for an inspection of the premises for the purpose of reinstating the permit. The suspension may be lifted when the inspection determines the violations have been corrected. The reinstated permit shall expire on the date of expiration of the previously-suspended permit.

D. APPEAL PROCEDURES FOR PERMIT DENIAL, SUSPENSION OR REVOCATION:

When a permit is revoked or renewal is refused, the person may submit a written request for a hearing. The written request must be received within ten days after the permit holder is notified of the revocation or the renewal is refused. The applicant shall be afforded a fair hearing within a reasonable time.

1. The opportunity to examine before the hearing, and, at the expense of the applicant, to copy all document, records and regulations of the ACO or the Animal Shelter that are relevant to the hearing. Any document not made available by the Animal Shelter after a written

request by the applicant may not be relied upon by the animal control agency at the hearing.

2. The right to present evidence and arguments in support of his appeal to controvert evidence relied on by the agency, and to confront and cross-examine all witnesses on whose testimony or information the agency relies.
3. The hearing officer shall prepare a written report of his findings and decision based solely and exclusively upon the facts presented at the hearing within ten days and provide copies to the parties.
4. An appeal from a notice or inspection finding will be provided if a written request for a hearing is filed at the Animal Shelter within five days of receipt of the notice.

SECTION 16: ANNUAL FEE ADJUSTMENT: All fees included in the FEE SCHEDULE attached to this article will be reviewed annually by the Deming-Luna County Humane Society, effective January 1, to consider changes in the costs of providing services and related increases or decreases in fees.

SECTION 17: SEVERABILITY: If any part of this article/ordinance is held to be unconstitutional or invalid or other in conflict with the law of the State of New Mexico and/or the United States of American, the validity of the remaining portions of the article/ordinance shall remain in full force and effect.

Adopted this 9th day of June, 2016. This article/ordinance shall be effective on the 9th day of July, 2016, and shall nullify any and all ordinances and amendments previously enacted relating to animal control in Luna County.

**BOARD OF COUNTY COMMISSIONERS
LUNA COUNTY, NEW MEXICO**

ATTEST:

LUNA COUNTY

Andrea Rodriguez, County Clerk

R. Javier Diaz, Chairman

Joe L. Milo, Jr., Member

Linda M. Smrkovsky, Member

**MINUTES
WORK SESSION
LUNA COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, May 12, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in work session at 9:00 a.m. on Thursday, May 12, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:04 a.m. and Yossie Nieblas led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following Commissioners constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
R. Javier Diaz, Chairman, District 3**

PRESENTATION: Interim County Manager Glory Juarez commended Luna County Central Dispatch and the Luna County Treasurer's Department for perfect participation for the Risk Awareness Program.

COMMISSIONERS AND STAFF DISCUSSIONS ON REGULAR MEETING AGENDA ITEMS: The Luna County Board of County Commissioners presented the Regular Meeting Agenda items for presentation and discussion by attending members of the public. Glory Juarez stated that the Presentations Section of the agenda would be postponed, and requested the tabling of *Item G* on the Consent Agenda. *Items C, E, F, H, and I* on the Consent Agenda were discussed amongst the Board for clarification. (**Note: Items were presented for discussion only and no actions were taken.*)

PUBLIC INPUT: Chairman Diaz opened the floor to Public Comment pertaining to Agenda Items. Joel Chinkes came before the Board and discussed his concerns pertaining the County's solar energy endeavors being financial rather than technical, and encouraged the County to go with local contractors. Mr. Chinkes also commented on today's Executive Session, and urged the Commission to 'take it slow' in the hiring process of a County Manager. He also addressed his concerns with the PA system. Ann Shine-Ring commented that she preferred the County Manger's Report in the written format, and also commented that she would like a written list of the applicants for the County Manager position. Russ Howell came before the Board and addressed her concerns with the sound system. Starmax Facilities Director Ira Pearson informed the public that there are free tickets available for screenings of the movie *Transpecos* available at the Manager's Office. Community Projects Director Jessica Etcheverry announced that Keep Luna County Beautiful will host the *Great American Cleanup* this Saturday at Courthouse Park starting at 8:00 a.m. Ms. Etcheverry announced an upcoming Spring Job Fair on May 18th at the Special Events Center (Mimbres Valley Learning Center) from 10:00 a.m. to 1:00 p.m., and also announced preparations are being made for

the upcoming Luna County Salsa Festival taking place on July 30th and 31st. Russ Howell announced that that the Republican Party of Luna County will host a candidate's forum for all Republican Candidates on Thursday, May 26 from 6:00p.m. - 8:00p.m., at the Historic Train Depot. The public is invited to attend.

ADJOURN: Chairman Diaz adjourned the meeting at 10:04 a.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrea Rodriguez, Luna County Clerk

Joe L. Milo, Jr., District 1

Approved: _____

Linda M. Smrkovsky, District 2

R. Javier Diaz, District 3, Chairman

**MINUTES
REGULAR MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, May 12, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, May 12, 2016 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:

Interim County Manager Glory Juarez, Executive Administrative Assistant Yossie Nieblas, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Sheriff Jonathan Mooradian, Captain Kelly Gannaway, Administrative Assistant Estella Ortiz, Special Projects and Facilities Management Director Billy Ruiz, Detention Director Matthew Elwell, Detention Deputy Director Mary Gooding, Dispatch Supervisor Lauree Sanchez, Community Projects Director Jessica Etcheverry, Budget and Procurement Director Joanne Hethcox, Starmax Facilities Director Ira Pearson, IT Technician Manny Armendariz, Grant and Compliance Officer Palmira Valentine, DWI Program Coordinator Edith Vasquez, DWI Program Screener Teresa Ortberg, Security Screener Moses Pastran.

CALL TO ORDER: Chairman Diaz called the meeting to order at 10:07 a.m.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
R. Javier Diaz, Chairman, District 3

APPROVAL OF AGENDA: Commissioner Smrkovsky motioned to amend and approve the Agenda, postponing the *Presentations* section of the Agenda and tabling *Item G* from the Consent Agenda, per Interim County Manager Glory Juarez's request. Commissioner Milo seconded the motion which carried unanimously.

ELECTED OFFICIALS REPORTS: County Treasurer Dora Madrid reported her department just finished collecting second half taxes, and she should have percentages by next month's meeting.

Chief Deputy Clerk Berenda McWright reported that the County Clerk's Office started Early Voting for the Primary Election this week. There are 8,829 eligible voters registered in the county, and of those 5,188 are registered Democrats and 3,641 are registered Republican. Ms. McWright stated that so far, there have been 100 absentee voters and 130 early voters. She also stated that voter registration is available online at the Secretary of State's website as well as sample ballots.

Sheriff John Mooradian reported on crime statistics, and stated that burglaries were down, and a stolen vehicle, a stolen cargo trailer, a stolen ATV, and two work utility trailers that were full of

tools were recovered in the month of April. Sheriff Mooradian reported that mail theft continues to be problematic, however the department is working diligently, and hoping to solve some of the burglaries. Sheriff Mooradian also recognized Sergeant Donnie Daniels for administering CPR to a motorist who was having a heart attack. Sgt. Daniels was credited for helping save the man's life. There was no report given by County Assessor.

ANNOUNCEMENTS: Interim County Manager Glory Juarez explained to the Board that the Department of Finance and Administration imposes a requirement as part of the prevention grant for the DWI Program, that upon hire, the department has three years to obtain a Certified Prevention Specialist. Ms. Juarez announced that Teresa Ortberg has earned her certification for this specialty, and congratulated Ms. Ortberg for her accomplishment and introduced her to the Board and attending members of the public.

PRESENTATIONS: There were no presentations given at today's Regular Meeting, as the planned presentation was postponed.

PUBLIC HEARING: Chairman Diaz opened a Public Hearing to receive testimony on Ordinance Number 96 Adopting a Special County Hospital Gross Receipts Tax (Continuation of GRT). Interim County Manager Glory Juarez stated this Ordinance already exists as a special county gross receipts tax and collects 1/8th percent, which funds ambulance services through a multi-services agreement with the City of Deming. Ms. Juarez further explained there is a five-year sunset clause, and the Ordinance should have been renewed last year; there will be a dip in the GRT, and it will come back up, should the voters agree to renew it. Ms. Juarez stated the Ordinance requires a referendum, and provided a timeline of events in order to get the Ordinance voted on and election costs. Ms. Juarez stressed that this Ordinance is not an increase in taxes, but rather a continuation, and benefits the County by approximately \$30,000 a month with ambulance transport costs and fleet maintenance. With no other public comment forthcoming Chairman Diaz closed the Public Hearing.

ORDINANCE: Commissioner Smrkovsky motioned to approve Ordinance Number 96 Adopting a Special County Hospital Gross Receipts Tax (Continuation of GRT). Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment. James Paltza, Jr. came before the Board and stated his opinion that the Public Address system is used for recording, and not audio purposes. Mr. Paltza also stated that he hoped that the election for the GRT would also be used to elect a County Manager.

COUNTY MANAGER'S REPORT: Interim County Manager Glory Juarez reported on the following items:

- The State Board of Finance will be meeting with Ms. Juarez in regards to the Intergovernmental Transfer of Property for Port of Entry Expansion on May 17th. The request for a Resolution will be resubmitted in June.
- The Bond Rating trip was attended in Dallas, Texas on April 14th, pertaining to the Luna County Detention Center. A bond rating was received from Moody's of an A minus. The County is still awaiting a rating result from Standard and Poor's.
- The County is awaiting State Board of Finance approval for the Intergovernmental Transfers for the Port of Entry Expansion to GSA, for which the planning is about 95% complete.
- Ms. Juarez attended the Deming Public Schools (DPS) pre-construction meeting on April 27th. The Deming High School project has started, and DPS is pushing local labor and contractors.

- Budget planning continues, and most Elected Officials and Department Directors have submitted a flat budget. A work session is scheduled for May 19th at 9:00 a.m., and a Preliminary Budget Meeting is scheduled for May 24th at 9:00 a.m.

CONSIDER MINUTES: Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the March 24, 2016 Special Meeting were unanimously approved.

Upon motion of Commissioner Milo, seconded by Commissioner Smrkovsky, the minutes of the April 7, 2016 Regular Meeting were unanimously approved.

Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the April 7, 2016 Work Session were unanimously approved.

Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo, the minutes of the April 22, 2016 Special Meeting were unanimously approved.

CONSENT AGENDA: Upon motion of Commissioner Smrkovsky, seconded by Commissioner Milo the following items on the Consent Agenda were unanimously approved following a roll-call vote.

- a. **Accounts Payable:** Accounts Payable Registers totaling \$725,619.30
- b. **Payroll Registers:** Payroll Registers totaling \$1,488,199.25
- c. **Resolution 16-29 Budget Transfers**
- d. **Resolution 16-30 Budget Increases**
- e. **Release of Mortgage for Preferred Produce, Inc.**
- f. **Debt Re-Payment Amended Agreement between Luna County Sherriff and Luna County**
- g. ***(This Item was tabled)****
- h. **Proclamation on Recognizing Bueno Foods and Celebrating 65th Anniversary**
- i. **Memorandum of Understanding between Luna County Detention Center and Bernalillo County Metropolitan Detention Center**

***CONSENT AGENDA ITEM G: Resolution 16-31 Intergovernmental Transfer of Property for Port of Entry Expansion Project:** *(Interim County Manager Glory Juarez requested the tabling of this Item.)* Ms. Juarez explained to the Board the withdrawal of the Resolution is per the State of Board of Finance's recommendation because the State recommends all properties (and the respective transfers) need to be contained in one Resolution.

NEW BUSINESS: There were no New Business items submitted, therefore no action was taken on this item.

APPROVAL OF TRAVEL REQUESTS: There were no Travel Requests submitted, and therefore no action was taken on this item.

INDIGENT CLAIMS REPORT: Upon motion of Commissioner Milo seconded by Commissioner Smrkovsky, the meeting of the Board of County Commissioners was unanimously recessed and the meeting of the Indigent Hospital Claims Board convened.

Joanne Hethcox recommended approval of six claims dated May 12, 2016 in the amount of \$3,539.35 and zero denials. The monies received for April 2016 totaled \$49,206.44. The balance in the Indigent Funds Accounts as of April 30, 2016 is \$739,131.57 with an Encumbered Balance of \$153,317.37. Commissioner Smrkovsky moved to approve six claims dated May 12, 2016 in the

amount \$3,539.35 and zero denials. Commissioner Milo seconded the motion which carried unanimously.

Commissioner Milo moved to recess as claims board and to reconvene as the Board of County Commissioners. Commissioner Smrkovsky seconded the motion which was approved unanimously.

EXECUTIVE SESSION: Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's position. Commissioner Smrkovsky so moved and announced no other matters would be discussed. Commissioner Milo seconded the motion which carried unanimously following a roll-call vote.

Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's position. Commissioner Milo seconded the motion which carried unanimously. There was no action taken during the Executive Session.

ANNOUNCE NEXT MEETING: Chairman Diaz announced that a Work Session will be conducted on June 9, 2016 at 9:00 a.m. and the next regular meeting will be held on Thursday, June 9, 2016 at 10:00 a.m.

REQUESTS FOR FUTURE AGENDA ITEMS: There were no requests submitted.

ADJOURN: Chairman Diaz adjourned the meeting at 12:35 p.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, LUNA COUNTY CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, May 19, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 8:00 a.m. on Thursday, May 19, 2016 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:

Interim County Manager Glory Juarez, Executive Assistant Yossie Nieblas, Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk JoAnna Zurinsky, Treasurer Dora Madrid, Chief Deputy Treasurer Gloria Rodriguez, Community Projects Director Jessica Etcheverry, Human Resources Director Danny Gonzales, Budget and Procurement Director Joanne Hethcox, Starmax Facilities Director Ira Pearson, Emergency Services Director Mark Jasso, Road Director Marty Miller, IT Technician Manny Armendariz

CALL TO ORDER: Chairman Diaz called the meeting to order at 8:04 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following members of the Board constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
Chairman, R. Javier Diaz, District 3**

APPROVAL OF AGENDA: Commissioner Smrkovsky motioned to approve the Agenda as submitted. Commissioner Milo seconded the motion which carried unanimously.

PUBLIC COMMENT: Chairman Diaz opened the floor to Public Comment.

James Paltza, Jr. stated that he 'was embarrassed' by the amount of applicants for the County Manager position, and wondered how many were qualified.

Joel Chinkes stated that he too, was also embarrassed by the number of applicants for the County Manager's position, and asked about the effectiveness of the classified advertising. Mr. Chinkes also commented about the quality of the echoes in the Commission chambers, and suggested that during the budgeting process, the Commission make an allowance for extra audio speakers or drapes and/or flags to absorb the echoes to improve the sound quality of the PA system.

OLD BUSINESS: Resolution 16-31 Intergovernmental Transfer of Property for Port of Entry Expansion Project: Interim County Manager Glory Juarez explained that this Resolution was

previously tabled per the State Board of Finance's recommendations. The descriptions are now included in the deed. The Commission previously approved three resolutions for three separate properties, and the County has received a settlement statement. The County will close on the (Putterman) property later today, if everything goes according as planned. Ms. Juarez stated that this resolution is more descriptive than the prior resolutions that were previously approved. Commissioner Smrkovsky motioned to approve Resolution 16-31 Intergovernmental Transfer of Property for Port of Entry Expansion Project. Commissioner Milo seconded the motion, which carried unanimously following a roll-call vote.

EXECUTIVE SESSION: Chairman Diaz entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) 2 NMSA 1978 pertaining to the County Manager's Position/Applicants. Commissioner Milo so moved and announced no other matters would be discussed. Commissioner Smrkovsky seconded the motion which carried unanimously following a roll-call vote.

Commissioner Smrkovsky motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters pertaining to the County Manager's Position/Applicants. Commissioner Milo seconded the motion which carried unanimously.

Chairman Diaz announced the interview pool has been narrowed down to five candidates, which will be submitted to Human Resources Director Danny Gonzales, and upon acceptance, the candidates will be interviewed on May 24, 2016. This action was motioned by Commissioner Smrkovsky, seconded by Commissioner Milo which carried unanimously.

ADJOURN: Chairman Diaz adjourned the meeting at 9:24 a.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

ANDREA RODRIGUEZ, CLERK

JOE L. MILO, JR., DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

CHAIRMAN, R. JAVIER DIAZ, DISTRICT 3

**MINUTES
WORK SESSION
LUNA COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, May 19, 2016**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in work session at 9:00 a.m. on Thursday, May 19, 2016 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

CALL TO ORDER: Chairman Diaz called the meeting to order at 9:24 a.m.

ROLL CALL: Deputy Clerk JoAnna Zurinsky called roll. The following Commissioners constituting a quorum were present:

**Joe L. Milo, Jr., District 1
Linda M. Smrkovsky, District 2
R. Javier Diaz, Chairman, District 3**

COMMISSIONERS AND STAFF DISCUSSION ON 2016-2017 PRELIMINARY BUDGET: The Luna County Board of County Commissioners presented the 2016-2017 Preliminary Budget for discussion by attending Elected Officials, Department Directors, and attending members of the public. Interim County Manager Glory Juarez outlined the budget recapitulation for the Board and summarized changes from last fiscal year. Budget and Procurement Director Joanne Hethcox reviewed major changes on fund numbers by line item, and stood for questions and clarification from the Board and staff members. (**Note: Items were presented for discussion only and no actions were taken.*)

ADJOURN: Chairman Diaz adjourned the meeting at 12:09 p.m.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Andrea Rodriguez, Luna County Clerk

Joe L. Milo, Jr., District 1

Approved: _____

Linda M. Smrkovsky, District 2

R. Javier Diaz, District 3, Chairman

LCBCC Meeting June 9th, 2016

Accounts Payable

05/05/2016	\$85,347.39
05/05/2016	\$7,663.95
05/05/2016	\$6,907.91
05/13/2016	\$98,692.82
05/13/2016	\$17,330.96
05/13/2016	\$4,716.45
05/19/2016	\$25,288.81
05/20/2016	\$28,039.12
05/20/2016	\$14,825.61
05/20/2016	\$1,201.54
05/27/2016	\$19,572.16
05/27/2016	\$4,625.43
05/27/2016	\$4,810.37

P-Cards

05/31/2016	\$238,631.96
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Total \$557,654.48

Luna County
Board of County Commissioners

AGENDA 06/09/16

PAYROLL

05/13/2016	Register#2016026	\$484,256.43
05/13/2016	Register#2016027	\$27,009.35*
05/17/2016	Register#2016028	\$419.66
05/27/2016	Register#2016029	\$479,351.47
05/27/2016	Register#2016030	\$30,291.46*
Total		\$1,021,328.37

*Special Payroll that is reimbursable through Grants and/or Contractual Payments.

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

**RESOLUTION NO. 16-33
Proposed Intra/Inter Department Transfers**

WHEREAS, the Luna County Board of County Commissioners 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 Luna County Board of County Commissioners hereby adopts the changes to the County's Fiscal Year 104, July 1, 2015 through June 30, 2016 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 9th DAY OF JUNE, 2016.

LUNA COUNTY

R. Javier Diaz, Chairperson

ATTEST:

Andrea Rodriguez, Luna County Clerk

Be it remembered that at a Regular meeting of the Luna County Board of County Commissioners in Deming NM on the 9th day of June, 2016 the following budget adjustments are proposed and entered of record.

Budget Resolution Number 16-33

Proposed Intra/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	801/500	Starmax Entertainment Complex	801-80-2002 Salaries - Full-Time	\$83,237.87	\$42,000.00	801-80-2003 Salaries - Part-Time	\$42,000.00	To adjust for salaries of more part-time workers.
Two	Transfer	428/218	CASA	428-54-2002 Salaries - Full-Time	\$8,919.16	\$1,107.00			
				428-54-2029 Capital Improvements	\$1,577.78	\$1,000.00			
				428-54-2020 Supplies	\$3,696.25	\$450.00			
				428-54-2011 Vehicle Expense	\$477.88	\$300.00			
				428-54-2025 Utilities	\$757.10	\$525.00			
				428-54-2101 Professional/ Contract Services	\$123.35	\$105.00			
				428-54-2065 Match - Group Ins	\$118.98	\$115.42			
				428-54-2008 Printing and Publishing	\$523.00	\$200.00			
				428-54-2007 Telephone	\$1,523.61	\$500.00	428-54-2063 Match - PERA 16.42%	\$4,302.42	To clear up line item for oil paid from wrong line item.
Three	Transfer	408/223	DWI - Grant	408-00-2010 Mileage & Per Diem	\$827.52	\$800.00	408-00-2002 Salaries - Full-Time	\$1,496.89	To pay for salaries and benefits through the remainder of the fiscal year.
				408-00-2013 Equipment Rental	\$537.96	\$500.00	408-00-2060 Match - Medicare 1.45%	\$36.27	To pay for salaries and benefits through the remainder of the fiscal year.

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
				408-00-2020 Supplies	\$2,099.85	\$491.02	408-00-2063 Match - PERA 16.42%	\$89.91	To pay for salaries and benefits through the remainder of the fiscal year.
							408-00-2064 Match - FICA 6.2%	\$154.46	To pay for salaries and benefits through the remainder of the fiscal year.
							408-00-2066 Match - Workers' Comp Assmnt	\$2.50	To pay for salaries and benefits through the remainder of the fiscal year.
							408-00-2070 Match - RHCA 2.0%	\$10.96	To pay for salaries and benefits through the remainder of the fiscal year.
Four	Transfer	408/223	DWI - Distribution	408-51-2010 Mileage & Per Diem	\$1,364.04	\$1,300.00	408-51-2007 Telephone	\$200.00	To allow for spending through remainder of fiscal year.
							408-51-2011 Vehicle Expense	\$100.00	To allow for spending through remainder of fiscal year.
							408-51-2020 Supplies	\$1,000.00	To allow for spending through remainder of fiscal year.
					\$100,954.98	\$46,302.42		\$46,302.42	

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

Done at Deming New Mexico this **Thursday the 9th day of June, 2016.**

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Joe L. Milo, Jr., District 1

Linda M. Smrkovsky, District 2

R. Javier Diaz, District 3, Chairperson



ATTEST:

Entered By:

Date

Andrea Rodriguez, Luna County Clerk

Checked By:

Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 17-D-J-G-17

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Luna, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on April 26, 2016, the DWI Grant Council awarded the Grantee \$58,000.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2016 through June 30, 2017.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.
2. The Grantee agrees to contract with a qualified evaluator who will prepare an evaluation of the Prevention, Treatment and/or Compliance Monitoring Components using the Local DWI evaluation plan template.
3. The Grantee agrees to attend meetings with Division staff and the statewide evaluator as necessary.
4. The Grantee agrees to submit to the Division quarterly status reports from the Evaluator that include general updates, process and outcome evaluation developments which occurred during the preceding quarter.
5. The Grantee agrees to submit a preliminary evaluation report to the Division no later than August 31st in a format to be determined by the Department of Health.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2016**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2016, January 31, 2016, and April 28, 2017** for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. **Final Report**

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than **July 11, 2017.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than **July 31, 2017.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Fifty Eight Thousand Dollars (\$58,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. **Early Termination for Convenience:** Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. **Liability in the Event of Early Termination:** In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee **before** Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.

- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in

connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than seven (7) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Edith Vazquez
Title: DWI Coordinator
Address: 700 South Silver Ave.
Deming, NM 88030

Phone: (575) 544-7377
Fax: (575) 546-7377
Email: edith_vazquez@lunacountynm.us

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Ruth Luthi
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4947
Fax: (505) 827-4340
Email: ruth.luthi@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Fourteen Thousand Two Hundred Dollars (\$14,200.00) (24%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations

and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Luna may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Luna's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

-9-

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Luna

Grant No.: 17-D-J-G-17

Grant Amount: \$58,000.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and

to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

4) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) Alternative Sentencing:

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Drug Courts, and community service.

LDWI funding may be used to support alternative adjudication programs such as DWI court and teen court. Teen court funding is limited to \$30,000 for the operation of teen courts. All DWI courts must follow AOC specialty court guidelines. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

Often teen court programs implement prevention activities in addition to their alternative sentencing services. Prevention activities, services and programs implemented by a teen court must be budgeted through the prevention component and meet prevention program requirements.

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Evaluator Status/Final Report(s)	<input type="checkbox"/> Evaluator Status/Final Report(s)
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no “individually identifiable health information” as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

Exhibit C

Local DWI Grant Fund
Revenue/Expenditure Summary

Applicant/Grantee

Luna County

Project No.: 17-D-J-G-17

Total Grant Funds

\$58,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
		ADMINISTRATIVE*			
Local DWI Program Grant	58,000.00	Personnel Services		2,500.00	2,500.00
Program Generated Fees	8,700.00	Employee Benefits			0.00
		Travel			0.00
Local Match (Cash or In-Kind)		Contractual Services			0.00
County	5,500.00	Operating Expenses			0.00
City					
Judicial/Courts		PROGRAM			
		Personnel Services	34,609.11		34,609.11
		Employee Benefits	13,724.82		13,724.82
		Travel (In-State)	566.07		566.07
		Travel (Out-of-State)			0.00
		Supplies	300.00		300.00
		Operating Costs		3,000.00	3,000.00
		Contractual Services	8,700.00	8,700.00	17,400.00
		Minor Equipment	100.00		100.00
		Capital Outlay*			0.00
TOTAL REVENUES	72,200.00	TOTAL EXPENDITURES	58,000.00	14,200.00	72,200.00

(*) Capital Outlay cannot exceed 10%

10% = 5,800.00

Grant Expenditures:

	<u>Budget</u>
Prevention	24,683.04
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	8,700.00
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	24,616.96
Totals:	58,000.00

ck 58,000.00

In-Kind/Match Expenditures:

	<u>Budget</u>
Prevention	3,000.00
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	8,700.00
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	2,500.00
Totals:	14,200.00

ck 14,200.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Luna County
P.O. Box 551
Deming, NM 88030

(575) 543-6844
17-D-J-G-17

EXHIBIT C(1)

Tot. Bud. Expd: 72,200.00 ck 72,200.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.:

1

I. A. Grantee: Luna County		II. Payment Computation:	
B. Address: P.O. Box 551		A. Grant Award: \$58,000.00	
Deming, NM 88030		B. Funds Received To Date: \$0.00	
C. Telephone No.: (575) 543-6844		C. Amount Requested This Payment: \$0.00	
D. Grant No.: 17-D-J-G-17		D. Grant Balance: \$58,000.00	
		III. Report Period Ending: 30-Sep-16	

58,000.00

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services		2,500.00	2,500.00		0.00	0.00			0.00
Employee Benefits		0.00	0.00		0.00	0.00			0.00
Travel		0.00	0.00		0.00	0.00			0.00
Contractual Services		0.00	0.00		0.00	0.00			0.00
Operating Expenses		0.00	0.00		0.00	0.00			0.00
PROGRAM									
Personnel Services	34,609.11	0.00	34,609.11	0.00	0.00	0.00			0.00
Employee Benefits	13,724.82	0.00	13,724.82	0.00	0.00	0.00			0.00
Travel (In-State)	566.07	0.00	566.07	0.00	0.00	0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies	300.00	0.00	300.00	0.00	0.00	0.00			0.00
Operating Costs	0.00	3,000.00	3,000.00	0.00	0.00	0.00			0.00
Contractual Services	8,700.00	8,700.00	17,400.00	0.00	0.00	0.00			0.00
Minor Equipment	100.00	0.00	100.00	0.00	0.00	0.00			0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00
TOTAL EXPENDITURES	58,000.00	14,200.00	72,200.00	0.00	0.00	0.00	0.00	0.00	0.00

Per. Serv.
Empl. Ben.
Travel In
Contract
Operating

Per. Serv.
Empl. Ben.
Travel In
Travel Out
Supplies
Operating
Contractual
Minor Equip
Capital Outl

0.00 0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No.: _____

Grantee Fiscal Officer Date

Grantee Representative Date

(DFA/Local Government Division Use Only)

Division Fiscal Officer Date

Division Project Representative Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Program Component Expenditures D(1)

Exhibit D (1)

Grantee: Luna County
 Project No.: 17-D-J-G-17
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	24,683.04		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	0.00		0.00
Treatment: Outpatient/Jailbased	8,700.00		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	0.00		0.00
Alternative Sentencing	24,616.96		0.00
Totals:	58,000.00	0.00	0.00

In-Kind/Match Expenditures:

	<u>Budget</u>	<u>This Request</u>	<u>YTD</u>
Prevention	3,000.00		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	0.00		0.00
Treatment: Outpatient/Jailbased	8,700.00		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	0.00		0.00
Alternative Sentencing	2,500.00		0.00
Totals:	14,200.00	0.00	0.00

Check

Total Expenditures This Reimbursement: 0.00 0.00
 Total Expenditures Year to Date: 0.00 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

 Name

 Title

 Date

EXHIBIT E
Fees Collected Summary

Grantee:	Luna County
Address:	700 South Silver Ave.
	Deming, NM 88030

Component	FY17 Beginning Balance (From FY16 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

		Q4
--	--	-----------

Component	Q3 Ending Balance	Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY17 Beginning Balance (From FY16 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Grantee Fiscal Officer

Date

Grantee Representative

Exhibit G

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Exhibit G - Page 1
Grant or Distribution

Grantee: Luna County
Project No.: 17-D-J-G-17
Request No.: 1

Total Grant Funds Requested This Request: 0.00
Total Matching Funds Reported This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					0.00	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					0.00	

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					0.00	

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Operating Costs: 0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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Total Contractual Services: 0.00

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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Total Minor Equipment: 0.00

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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Total Capital Outlay: 0.00

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Name

Title

Date

Exhibit G

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee: Luna County
Project No.: 17-D-J-G-17
Request No.: 1

Total Grant Funds Requested This Request: 0.00
Total Matching Funds Reported This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:					0.00	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					0.00	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					0.00	

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

0.00

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
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0.00

0.00

0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Date _____

WORK AND FINANCIAL PLAN
between
LUNA COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2016 through June 30, 2017

Pursuant to Cooperative Service Agreement No. 16-73-35-2332-RA between the county of Luna and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2016 through June 30, 2017.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County of Luna. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2016.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS-WS for costs incurred but will not exceed \$35,500 annually. This figure includes Pooled Job Costs which include supervision, severance payments, accrued annual leave payments, and employee retirement expenses and Indirect Job Costs that include telecommunication expenses, tort claims, office expenses, and other agency overhead.

Direct Costs	\$27,919.78
Pooled Job Costs	\$ 3,071.18
Indirect Costs	<u>\$ 4,509.04</u>
Total	<u>\$35,500.00</u>

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements.

Agreement Number: 16-73-35-2332-RA
WBS: AP.RA.RX35.73.0980

LUNA COUNTY BOARD OF COMISSIONERS
Tax Identification Number: 85-6000230

Chairman

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Director, Western Region

Date

Resolution 16-34

CALLING FOR AN ALL-MAILED OUT BALLOT ELECTION FOR THE 1/8% SPECIAL COUNTY HOSPITAL GROSS RECEIPTS TAX

WHEREAS, the Luna County Board of County Commissioners desire to conduct a Special Election on Ordinance Number 96 being an ordinance imposing 1/8th% gross receipts tax for Special County Hospital Gross Receipts Tax as passed by the Luna County Board of County Commissioners on May 12, 2016; and

WHEREAS, an all-mailed ballot election would be a more efficient manner to hold the election; and

WHEREAS, the Luna County Board of County Commissioners has called Special Election for Tuesday, August ____ 2016, for the entire county (including the incorporated areas of the Village of Columbus, City of Deming, and unincorporated areas of Luna County); and

WHEREAS, all registered voters of the entire county will be mailed a ballot no sooner than thirty-five (35) days prior to the election and no later than the fifth day before the election; and

WHEREAS, the registered voters of the entire county will have a vote either for or against an imposition of 1/8th of one percent Special County Hospital Gross Receipts Tax on any person engaged in business in the entire county portion of Luna County for the privilege of engaging in business pursuant to Luna County Ordinance No. 96 adopted on May 12, 2016, authorized by the New Mexico Gross Receipts and Compensating Tax Act; and

WHEREAS, if passed by the registered voters of the entire county, the revenue collected under the Special County Hospital Gross Receipts Tax shall be used for the purpose of financing county ambulance transport costs or for operation of a rural health clinic with Luna County and shall be effective January 1, 2017 for a period of five years through December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners authorize the all-mailed ballot election procedure for the Tuesday, August 23, 2016, in a Special Election.

BE IT FURTHER RESOLVED that pursuant to Section 1-22-5, N.M.S.A., 1978 Compilation, registration of qualified electors shall close at 5:00 p.m., on Tuesday, _____, 2016, the twenty-eighth (28th) day prior to the Special Election.

PASSED AND ADOPTED this 9th day of June, 2016.

Luna County Board of
County Commissioners

R. Javier Diaz, Chairman, District 3

ATTEST: (SEAL)

Andrea Rodriguez, Clerk

Office of Management
and Budget Uniform
Grant Guidance Policy
will be available at a
later time.

Sorry for any
inconvenience

Indigent Hospital Claims Office

Glory Juarez, Interim County Manager

IHC Board Meeting 2016

Month	Number	Amount	Number	Denied
January	2	\$946.69	0	\$0.00
February	0	\$0.00		
March	2	\$365.52		
April	6	\$3,539.35		
May	2	\$723.79		
June				
July				
August				
September				
October				
November				
December				
Total	12	\$5,575.35	0	\$0.00
This Month's Total		Mimbres Memorial Hospital		\$723.79
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		\$0.00
Total				\$723.79
Year to Date Total		Mimbres Memorial Hospital		\$3,093.01
Year to Date Total		All Other Hospitals		\$1,602.58
Year to Date Total		Deming Fire Dept./EMS		\$879.76
Year to Date Total		All Other Services		
Total				\$5,575.35
Care of Prisoners This Month				\$37,038.60
Care of Prisoners Year to Date Indigent				\$78,875.20
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$47,995.48
Care of Prisoners Year to Date Dr. Bills				\$15,251.10
Total Cost of Care of Prisoners Year to Date				\$142,121.78
Monies Received for May 2016				\$51,481.80
Balance in IHC Fund as of May 31, 2016				\$753,134.89
Encumbrances as of May 31, 2016				\$135,363.86
	Amount	Signatures	Date	Denied
Joe L. Milo, Jr	\$723.79			\$0.00
Linda M. Smrkovsky				
R. Javier Diaz				

2016

[illegible]