



April 18, 2012
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

Board of County Commissioners
Donald E Holliday, Chair District V
Georgia Otero-Kirkham, Vice-Chair District II
Mary Andersen District I
Lawrence R. Romero District III
Ron Gentry District IV

AMENDED
April 16, 2012 8:40 a.m.

A handwritten signature in black ink, reading "Donald E. Holliday".

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: March 29, 2012 Business Meeting; April 4, 2012 Business Meeting; April 4, 2012 Emergency Meeting

DISCUSSION (Non-Action) ITEM(S)

- 5) Reports from Commissions, Boards & Committees

ACTION ITEM(S)

- 6) Sheriff Requests Commission Approval to Accept the NM Department of Transportation 100 Days and Nights of Summer Grant and Consideration of Resolution 2012-___ for related Budget Adjustment: **Sheriff Burkhard**
- 7) Consideration for Approval of Transfer of Liquor License: **Sally Perea**
- 8) Determination of an appeal of a decision made by the Planning and Zoning Administrator to deny a Non-Conforming Use for the storage and sale of fill dirt and gravel products: T5N, R1E, Section 1; NMPM, Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002: **Jacobo Martinez**
- 9) Consideration of Lease Addendum between TNT Investments, LLC and Valencia County-13th Judicial District Attorney Office – **Ruben Chavez**
- 10) Consideration of a Budget Increase Adjustment to the Code Enforcement Department for the purpose of starting an Address Identification System: **Ruben Chavez / Victor Gonzales**
- 11) Consideration of entering into a Spay./Neuter agreement with Pet ER: **Ruben Chavez**
- 12) Consideration of MOU between Village of Los Lunas, Los Lunas School District, and Valencia County to provide financial support for a summer recreation program – **Christina Card**

FINANCIAL MATTERS:

- 13) Consideration of Approval: Payroll / Warrants: **Christina Card**

PUBLIC COMMENT:

Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission

EXECUTIVE SESSION:

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: c. real property: d. other specific limited topics that are allowed or authorized under the stated statute.

- ◆ Motion and roll call vote to go into Executive Session for the stated reasons
- ◆ Board meets in closed session
- ◆ Motion and vote to go back into regular session
- ◆ Summary of items discussed in closed session
- ◆ Motion and roll call vote that matters discussed in closed session were limited to those specified in motion for closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

NEXT COMMISSION MEETING:

- ◆ **May 2, 2012 – Business Meeting @ 9:30 A.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Valencia County Manager's Office at the old Valencia County Courthouse if a summary or other type of accessible format is needed.

VALENCIA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

MARCH 29, 2012

PRESENT	
Donald E. Holliday, Chairman	
Georgia Otero Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The Meeting was called to Order by Chairman Holliday at 10:00 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

EXECUTIVE SESSION:

Pursuant to section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session; a.) Personnel – County Manager Candidate, Public Works Director; b.) pending or threatened litigation; c.) real property; d.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Otero-Kirkham moved to go into Executive Session. Seconded by Commissioner Andersen. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Motion and vote to go back into regular session

Commissioner Otero-Kirkham moved to go back to Regular Session. Seconded by Chairman Holliday. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

County Attorney Adren Nance stated items discussed in Executive Session were limited to those specified in the motion for closure which was the County Manager and Public Works Director candidates and no final action was taken.

Commissioner Otero-Kirkham moved to approve the summary as stated by council. Seconded by Chairman Holliday. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted. Commissioner Gentry voted yes. Commissioner Gentry voted. Chairman Holliday voted yes. Motion carried 5-0.

ACTION ITEMS FROM EXECUTIVE SESSION:

a) County Manager Candidate
Action will be taken at a later date.

b) Public Works Director
Action will be taken at a later date.

NEXT COMMISSION MEETING:

The next Business Meeting of the Valencia County Board of County Commission will be held on April 4, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

ADJOURNMENT:

Commissioner Andersen moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the March 29, 2012 Special Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIR

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

APRIL 4, 2012

PRESENT	
Donald E. Holliday, Chairman	
Georgia Otero Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Holliday at 9:30 A.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Romero moved for approval of the agenda. Seconded by Chairman Holliday. Motion carried unanimously.

4) Approval of Minutes: March 7, 2012 Business Meeting
March 14, 2012 Public Hearing Meeting
March 21, 2012 Business Meeting

PRESENTATION(S)

5) Synergy Renewable – Theresa Cardenas

Ms. Cardenas of the Noble Renewable Group presentation consisted of Synergy Renewables turnkey waste-to energy solution which is capable of disposing of a wide range of solid wastes. Their technology and process is innovative and comprehensive by providing a solution that is environmentally friendly, economically viable and the most efficient method for transforming waste into energy. They are acutely aware of the rapidly increasing challenges associated with land-filling and disposing of municipal waste coupled with the need to create more diversified and renewable sources of energy. They meet these challenges by utilizing the best technology in the world to convert waste into clean renewable energy. This process decreases the dependence on foreign fossil fuels and reduces greenhouse gas emissions. Ms. Cardenas will forward more technical information to the commission for their review.

DISCUSSION (Non-Action) ITEMS

6) Department Reports _ Juvenile Justice Board Progress Report – Cynthia Ferrari

Ms. Ferrari updated the commission on the progress of the Juvenile Justice Board. Forty board members are now attending the monthly meeting, the RACK meetings are also being held at Belen High school, they have currently partnered with Big Brothers Big Sisters with the mentoring program, the Teen Court is now being funded with Juvenile Justice funds, the board has established a webpage on the Valencia County website, experiential wilderness services for Valencia County youth will be provided at no cost from the Santa Fe Mountain Center and they have partnered with Scout Reach to provide programming for the youth. Anyone interested in these programs can go on their webpage to get further information.

7) Reports from Commissions, Boards & Committees.
NONE

ACTION ITEM(S)

8) Child Abuse Prevention Month Proclamation – Antoinette Torres

Antoinette Torrez with the Valencia County's Children, Youth and Family Department and Bart Sandoval the agency's Northwestern Regional Manager thanked the commission for acknowledging Child Abuse Prevention Month which a national recognition. Today from 2:00 P.M. - 4:00 P.M. at the Daniel Fernandez they will be holding an event in recognition of child abuse prevention month and New Mexico's Governor Suzanna Martinez will be attending. Ms. Torrez read and presented the proclamation to the commission. Commissioner Gentry moved for approval of the Proclamation. Seconded by Commissioner Andersen. Motion carried unanimously.

9) **Consideration of Lease Addendum between TNT Investments, LLC and Valencia County 13th Judicial District Attorney Office – Ruben Chavez**
Commissioner Andersen moved to table this item for two weeks and asked the county's attorney and Mr. Vinyard to work on a new lease to include six month intervals instead of a year in the event they need to obligate these funds elsewhere. Seconded by Commissioner Romero. Motion carried 3-2. Commissioner Otero-Kirkham and Chairman Holliday voted no.

10) **Consideration of Procedure Accepting Donation of Real Property Resolution– Ruben Chavez**
County Attorney Adrian Nance stated what this procedure does is set forth a process where if someone wants to donate land the county can inform them as to how it needs to be done and then it goes through the review of administration and ultimately administration can recommend whether or not the commission wants to accept that donation, whether more information is needed or this is something the county is not interested in. This is just a procedure tool for administration. Section 3 provides that final acceptance will be by the Board of County Commissioners. Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.
County Clerk Sally Perea announced Resolution 2012-15.

FINANCIAL MATTERS:

11) **Consideration of Budget Resolution 2012 - Christina Card**
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.
County Clerk Sally Perea announced Resolution 2012-16.

12) **Consideration of Approval – Payroll / Warrants – Christina Card**
Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

PUBLIC COMMENTS:

Members of the audience making comments at today meeting were Brian Hamlin, Jake Forest, James Crawford and Clarke Metcalf.

EXECUTIVE SESSION:

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) Personnel – County Manager contract, Public Works Director contract, Appointment of Interim County Manager, b.) Pending or threatened litigation- Manzano View Paving, Sand Hill Road, Jobs LLC and Living Cross vs. Los Lunas et al, c.) Real Property, d.) Other specific limited topics that are allowed or authorized under the stated statute
Commissioner Otero-Kirkham moved to go into Executive Session. Seconded by Commissioner Andersen. Commissioner Romero voted yes, Commissioner Otero-Kirkham voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Andersen moved to go back into regular session. Seconded by Chairman Holliday. Motion carried unanimously.

Counsel stated items discussed in Executive Session were limited to those in the motion for closure which included Manzano View Paving, Sand Hill Road, Jobs LLC, Living Cross vs. Los Lunas et al, as well as County Managers Contract and Public Works Director Contract and no final action was taken.

Commissioner Otero-Kirkham motioned for approval of the summary as stated by Attorney Adrian Nance. Seconded by Chairman Holliday. Commissioner Romero voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted yes. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 5-0.

ACTION ITEMS FROM EXECUTIVE SESSION:

a.) **County Manager Contract**
Commissioner Otero-Kirkham moved for approval of the County Manager's Contract as presented. Seconded by Commissioner Andersen. Motion carried unanimously.

b.) **Public Works Director Contract**

Minutes of April 4, 2012 Business Meeting

Commissioner Andersen moved for approval of the Public Works Director Contract as discussed in Executive Session. Seconded by Commissioner Gentry. Motion carried unanimously.

c.) Appointment of Interim County Manager

Commissioner Gentry moved for approval of Lawrence Esquibel as the Interim County Manager and giving him the authority to go into one specific contract for \$5,000.00 with the attorneys and this law firm. Seconded by Commissioner Andersen. Motion carried unanimously.

d.) Delegation of Authority for Litigation Contract for Living Cross
As included in the above item.

NEXT COMMISSION MEETING:

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on April 11, 2012 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

ADJOURNMENT:

Commissioner Andersen moved for adjournment. Seconded by Chairman Holliday. Motion carried unanimously.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the April 4, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIR

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

VALENCIA COUNTY BOARD OF COMMISSIONERS

EMERGENCY MEETING

APRIL 4, 2012 – 12:30 P.M.

PRESENT	
Donald E. Holliday, Chair	
Georgia Otero Kirkham, Vice-Chair	
	Lawrence R. Romero Member
Ron Gentry, Member	
Mary J. Andersen, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The Meeting was called to Order by Chairman Holliday at 12.30 P.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Andersen moved for approval of the agenda. Seconded by Commissioner Otero-Holliday. Motion carried unanimously. Commissioner Romero was not present for the meeting.

ACTION ITEM(S)

4) Determination of Emergency

In November of 2011 when the county clerk presented the commission with the vote centers it was presented as a cost savings and a convenience to the voters. The Secretary of State gives the clerks direction on how to put on successful elections. After attending election school on April 2nd, 3rd and 4th, many issues were raised that we did not get answers for. We learned that we had to have laptops for each center and got no direction on how we would do election night reporting. Also the fact that we would have to provide each vote center with a voter list of all 42,000 registered voters would not be possible. The emergency is that by statute the office needs to appoint poll workers to each precinct by April 11th and by the commission approving this as an emergency a petition has to be filed with the District Court and an Order given to change from vote centers to polling places. Commissioner Otero-Kirkham moved to deem this an emergency. Commissioner Andersen seconded. Motion carried unanimously.

6) Direction to Attorneys to Obtain Court Order for Polling Places

Commissioner Gentry moved that we go back to traditional voting and instructed the attorneys to get a court order allowing us to do this on an emergency basis. Chairman Holliday seconded. Motion carried unanimously.

ADJOURNMENT:

Commissioner Otero-Kirkham moved for adjournment. Seconded by Chairman Holliday. Motion carried unanimously.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the April 4, 2012 Emergency Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

DONALD E. HOLLIDAY, CHAIR

GEORGIA OTERO-KIRKHAM, VICE-CHAIR

LAWRENCE R. ROMERO, MEMBER

RON GENTRY, MEMBER

MARY J. ANDERSEN, MEMBER

ATTEST:

SALLY PEREA, COUNTY CLERK

DATE

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Sheriff Burkhard

Individual Making Request: Adrienne Kozacek

Presentation at Meeting on: April 18, 2012

Date Submitted: April 4, 2012

Title of Request: Request to accept NMDOT grant and Consideration of Resolution 2012-____ for Budget Adjustment

Action Requested of Commission:

The Sheriff respectfully requests the commission's approval to accept the NM Dept of Transportation 100 Days and Nights of Summer Grant and Consideration of Resolution 2012-____ for Budget Adjustment.

Information Background and Rationale:

100 Days and Nights of Summer runs from June 21-September 30, 2012. The project is funded with State Road funds. The initiatives of the project are increased high visibility enforcement and public awareness.

What is the Financial Impact of this Request?

The grant will fund \$3,480 in overtime wages for deputies who participate in program activities described in the agreement and organized by Valencia County Sheriff's Department.

Staff Comments:

Legal:

Approved as to Form

Finance:

No negative impact on budget. CC

PROJECT TITLE: 100 DAYS AND NIGHTS OF SUMMER
PROJECT NUMBER: 12-RF-DS-109
GRANTEE NAME: VALENCIA (COUNTY)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its **NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY DIVISION**, hereinafter referred to as DEPARTMENT or TSD, and VALENCIA (COUNTY), hereinafter referred to as the GRANTEE.

In consideration of the covenants contained herein and pursuant to the DEPARTMENT's authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the parties agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding to New Mexico law enforcement agencies for Selective Traffic Enforcement Program (S.T.E.P.) activities aimed at reducing traffic-related injuries and fatalities. The GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Division Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual (For Federal Funds).

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$3,480.00. The DEPARTMENT has determined the funding source will be State Road Funds. For the purpose of this program, the funds can be used for traffic-safety related enforcement overtime which is subject to change by the DEPARTMENT.

2. The GRANTEE shall pay all PROJECT costs that exceed \$3,480.00.

The project budget is itemized as follows:

Personal Services	\$3,480.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
TOTAL	\$3,480.00

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Division when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Division is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

B. PROGRAM SERVICES:

This program allows for the cost of traffic safety-related enforcement overtime conducted in high crash locations, identified through use of local data. The Traffic Safety Division will pay time-and-one-half for overtime enforcement in targeted locations from June 21, 2012 through September 30, 2012 at the participating officers' actual overtime rate. Reimbursement to the agency will be based solely on actual overtime rates of the officer conducting the operation.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of speeding-related fatalities from 69 in 2009 to 62 in 2012 (C-6; FARS Data).

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSD's Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual. (For federal funds)
2. Conduct high visibility patrols while enforcing traffic laws such as speeding, passing in school zones, construction zones and failing to stop

for pedestrians and any violations of traffic laws identified in the New Mexico Criminal and Traffic Law Manual.

3. The GRANTEE shall pay all PROJECT costs that exceed \$3,480.00.

E. TRAINING:

1. Officers who request or are assigned to conduct S.T.E.P. operations should attend or must have attended a basic S.T.E.P. eight-hour course, or other specialized traffic safety-related training accredited by the New Mexico Department of Public Training Center.
2. Officers conducting speed enforcement shall be radar certified.
3. Officers conducting or participating in DWI enforcement activities shall have and maintain law enforcement certifications in all areas necessary to conduct alcohol-related stops including all protocols set forth by the State of New Mexico Criminal and Traffic Law Manual.

F. EVALUATION:

1. The GRANTEE will submit an activity report with each claim that includes the following information:
 - A. Type of law enforcement activity
 - B. Dates Worked
 - C. Total Hours Worked
 - D. Number of Officers Participating
 - E. Type Citations Issued
2. Reimbursement requests require the designee's original signature and must be submitted monthly throughout the grant period even if there is no activity claimed during the month. The final claim must be submitted by October 31, 2012 or may not be reimbursed.
3. The GRANTEE will submit the final reimbursement claim and final report by October 31, 2012 which shall detail whether or not performance goals were met including a summary assessment of the project activities. The Final Report will include an analysis of the data reported from this Project Agreement; and an analysis of the accomplishments of the project.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that

portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the GRANTEE's sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT's decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT. Documentation as outlined in the Traffic Safety Division's Project Management and Accounting Procedures Manual must be retained in the GRANTEE's files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on June 21, 2012 or upon signature of the Departments Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. The Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.

- C. This AGREEMENT shall terminate September 30, 2012. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

The GRANTEE agrees to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this AGREEMENT. If the GRANTEE is found to be not in compliance with these requirements during the life of this AGREEMENT, the GRANTEE agrees to take appropriate steps to correct these deficiencies.

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

GRANTEE NAME:
VALENCIA (COUNTY)

BY: *Kathryn E. Bender*
KATHRYNE E. BENDER
DEPUTY SECRETARY OF
PROGRAMS & INFRASTRUCTURE

BY: _____
DONALD E. HOLLIDAY
TITLE: CHAIRMAN

DATE: 3/16/12

DATE: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

BY: *Cynthia A. Chast*
Assistant General Counsel

DATE: 3-11-12

(Date)

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: County Clerk

Individual Making Request: Sally Perea

Presentation at Meeting on: April 18, 2012

Date Submitted: April 9, 2012

Title of Request: Consideration for approval of transfer of liquor license

Action Requested of Commission:

Consideration for request of approval of Application 545/484043(B) to Valencia County License Venture, LLC dba as Valencia County Liquors, 2765 State Hwy., 47, Los Lunas, NM for a transfer of ownership of a liquor license from Carol Trujillo and the Estate of Daniel Trujillo dba El Rio Cantina.

Information Background and Rationale:

As per Section 60-6B NMSA of the Liquor Control Act, within 45 days after receipt of a notice from the Alcohol and Gaming Division, the governing body held a public hearing in the question of whether the department should approve the proposed request. The required notices were fulfilled and the interested parties were notified.

What is the Financial Impact of this Request?

None.

Staff Comments:

Legal: The Board may disapprove the transfer of the license only if (1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico; (2) the issuance or transfer would be in violation of a zoning or other ordinance of the County; or (3) the transfer would be detrimental to the public health, safety or morals of the residents at that particular location. D.P.

Finance:

No negative financial impact. CC

*** * * Proof * * ***

Number Nine Media, Inc.
1837 Camino Del Llano
Belen, NM 87002
(505) 864-4472

Account Information

Phone: (505) 866-2030
Name: VALENCIA COUNTY GOV.
Account #: C401405
Address: P.O. BOX 1119

LOS LUNAS, NM 87031
Client:
Placed by: EMAIL/SALLY PEREA
Fax #:

Ad Information

Classification: 0000-Legals -
Government
Size: 1 x 65.680
Start date: 03-28-12
Stop date: 04-04-12
Billed size: 66.00 9pt lines
Ad #: 731272
Insertions: 2
Ad type: Liner Ad
Rate code: Government Legals
Publications: News-Bulletin

Ad Cost: \$ 73.92
Tax @ 7.8125%: \$ 5.78
Tax @ 7.4375%: \$
Tax @ 7.0000%: \$
Total: \$ 79.70

Ad Copy:

**VALENCIA COUNTY
BOARD OF COUNTY
COMMISSIONERS
LOS LUNAS, NM**

The Valencia County Board of Commissioners will hold a public hearing at the regular scheduled Public Hearing Meeting to be held on April 11, 2012 at the Valencia County Courthouse Commissioners Meeting Room, 444 Luna Ave., Los Lunas, NM. The purpose of this meeting is to consider Liquor License Application 545/484043(B) to Valencia County License Venture, LLC, dba Valencia County Liquors, 2765 State Hwy 47, Los Lunas, New Mexico 87031, mailing address @ 1801 Lomas Blvd., N.W., Albuquerque, New Mexico, 87104. This meeting will begin at 5:00 P.M.

A decision will be made at the regular scheduled Business Meeting on April 18, 2012. The meeting will begin at 9:30

*** * * Proof * * ***

**Number Nine Media, Inc.
1837 Camino Del Llano
Belen, NM 87002
(505) 864-4472**

A.M.

THE APPLICATION IS REQUESTING A TRANSFER OF OWNERSHIP OF A LIQUOR LICENSE

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the Valencia County Manager's Office if a summary or other type of accessible format is needed.

For copies of the proposed agenda please visit the county website at www.co.valencia.nm.us or by calling (505)866-2014 at least 24 hours prior to the meeting.

Published in Valencia County News-Bulletin on March 28 and April 4, 2012.



Valencia County Clerk

Sally Perea

Theresa Sanchez, Chief Deputy

March 22, 2012

Valencia County Liquors
C/O Mark Rhodes
1801 Lomas Blvd., N.W.
Albuquerque, NM 87104

Dear Mr. Rhodes,

Enclosed is the proposed schedule sent to the News Bulletin for publication on your License/Application 545/484043(B) requesting a Transfer of Ownership of a Liquor License at 2765 State Hwy 47, Los Lunas, NM 87031.

Proposed publish dates are March 28, 2012 and April 4, 2012 in the News-Bulletin (Belen).

The Scheduled Public Hearing Meeting is set for April 11, 2012 at the Valencia County Courthouse Commission Room; 444 Luna Ave., Los Lunas, New Mexico 87031 at 5:00 P. M.

The final decision will be made at the regular scheduled Business Meeting on April 18, 2012 at 9:30 A.M. at the Valencia County Courthouse Commission Room; 444 Luna Ave., Los Lunas, NM 87031.

If you have any questions, please feel free to call the office @505-866-2075 or email sally.perea@co.valencia.nm.us.

Respectfully,

A handwritten signature in cursive script that reads "Sally Perea".

Sally Perea
Valencia County Clerk

Mailed 3-21-12

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>x [Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to: <i>Valencia County Liquors</i> <i>40 West Rhodes</i> <i>1801 Lomas Blvd, NW</i> <i>Albuquerque, NM 87104</i></p>		<p>B. Received by (Printed Name)</p>	<p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label) 7008 1140 0002 1106 1116</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>	
<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

7008 1140 0002 1106 1116

Sent To: *Valencia County Liquors 40 West Rhodes*
 Street, Apt. No.,
 or PO Box No. *1801 Lomas Blvd, NW*
 City, State, ZIP+4
Albuquerque, NM 87104

PS Form 3800, August 2006 See Reverse for Instructions



VALENCIA COUNTY
Board of County Commissioners

AGENDA REQUEST FORM

Department Head: County Clerk

Individual Making Request: Sally Perea

Presentation at Meeting on: April 11, 2012

Date Submitted: April 2, 2012

Title of Request: Applicant is requesting a transfer of ownership of a liquor license

Action Requested of Commission

Consideration of Application 545/484043(B) to Valencia County License Venture, LLC dba Valencia County Liquors, 2765 State Hwy 47, Los Lunas, New Mexico for a transfer of ownership of a liquor license from Carol Trujillo and the Estate of Daniel Trujillo dba El Rio Cantana.

Information Background and Rationale

As per Section 60-6B-4 NMSA of the Liquor Control Act, within 45 days after receipt of a notice from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed request, two weeks notice (copies in your packet) of the public hearing has been fulfilled.

What is the Financial Impact of this Request?

None

Legal: The Board may disapprove the transfer of the license only if (1) the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico; (2) the issuance or transfer would be in violation of a zoning or other ordinance of the County; or (3) the transfer would be detrimental to the public health, safety or morals of the residents at that particular location. D.P.

Finance:

No impact on financial budget. CC

County Manager:

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VALENCIA COUNTY
Board of County Commissioners

AGENDA REQUEST FORM

Presenter: Jacobo Martinez

Individual Making Request: Edward Chavez

Presentation at Meeting on: April 18, 2012

Date Submitted: April 12, 2012

Title of Request: Appeal Request

Request:

Consideration of an appeal of a decision made by the Planning and Zoning Administrator to deny a Non-Conforming Use for the storage and sale of fill dirt and gravel products.

Legal Description:

T5N, R1E, Section 1; NMPM; Map: 96; a portion of Tracts 67, 68 and Tract 46-C-2; Zoned RR-2; Filed in Book 300, Page 1093, of the office of the Valencia County Clerk, Also known as 1 Eddie Lane, Belen, NM 87002.

Information Background and Rationale

The applicants are in front of the board to appeal a decision made by the Planning and Zoning Administrator to deny a verification of a non-conforming use for the storage and sale of fill dirt and gravel products.

On January 20, 2012, the Planning and Zoning Department received a request for a verification of a non-conforming use for the storage and sale of fill dirt and gravel products.

On February 14, 2012, the Planning and Zoning administrator denied the request for a verification of a non-conforming use. Upon reviewing the materials submitted by the Applicant in support of his application for verification of non-conforming use and the Findings of Fact and Conclusions of Law issued by the District Court in relation to this matter, the Planning and Zoning Department determines that Applicant failed to present sufficient evidence that the proposed use has been in existence on the subject property for at least 10 years prior to the submission of the application for verification of non-conformity.

On February 28, 2012, Mr. Chavez filed an appeal of the Type A administrative decision.

The County Commission heard the case on April 11, 2012 in a public hearing. Mr. Chavez's agent, Attorney Norm McDonald, provided testimony of evidence supporting the business being established for more than 10 years citing a letter provided to Mr. Chavez from then County Manager Francisco Apodaca and an affidavit of Mr. Gleason stating the business was established about 10 years ago. Also, Mr. McDonald provided other forms of evidence. Attorney James Sanchez provided testimony of evidence that the business had not been established for more than 10 years citing the District Court's findings. Also, Mr. Sanchez provided other forms of evidence. Community residents gave testimony for and against the business established by Mr. Sanchez.



VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Ruben Chavez

Individual Making Request: Ruben Chavez

Presentation at Meeting on: April 18th 2012

Date Submitted: April 7th 2012

Title of Request: District Attorney's Rental Lease Agreement

Action Requested of Commission:

Consideration of a Lease Addendum between Valencia County and TNT Investments

Information Background and Rationale

The County has been leasing space from TNT to house the District Attorney's office. This is an extension to that lease agreement.

What is the Financial Impact of this Request?

This agreement reflects a 2% increase over last years agreement, making the new payment \$13,363.22 per month.

Staff Comments

Legal: The renewal is consistent with the lease approved by the Commission on March 21, 2007"

Finance: Increase can be reflected in new budget. CC

TNT INVESTMENTS, LLC

P.O. Box 398
Belen, NM 87002

March 8, 2012

Donald Holliday, Chairman
Mary Anderson, Vice-Chairwoman
Georgia Otero-Kirkham- Commissioner
Ron Gentry- Commissioner
Lawrence Romero- Commissioner
Valencia County Commission
444 Luna Ave
Los Lunas, NM 87031

RE: Lease between TNT Investments, LLC and Valencia County -13th Judicial District Attorneys Office located at 101 South Main Street-Second Floor, Belen, New Mexico

Dear Chairman Holliday, Vice-Chairwoman Anderson , Commissioner Otero-Kirkham, Commissioner Gentry and Commissioner Romero,

My partner Richie Tabet and I, are writing to you in order to be put on the upcoming agenda for the Valencia County Commission pertaining to the lease between TNT Investments, LLC and Valencia County 13th Judicial District Attorneys Office.

At this time the rent will need to increase two percent (2%) from the previous year making the rent \$13,363.22 per month commencing May 1, 2012. The 2nd Floor consists of 11,760 sq. ft. making the rent \$13.63 per sq. ft. with all utilities being paid by TNT Investments, LLC.

As you are aware TNT Investments, LLC offer many incentives that include the following:

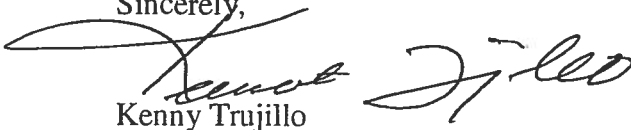
- Large Employee Break Room on Fourth Floor
- Large Training/Meeting room on Fourth Floor
- Exercise Room , Showers and lockers on Third Floor
- Plenty of Exterior Windows
- Beautiful views of offices to east and west
- Trellis covered deck and balcony on Fourth Floor

- Convenient banking services located on First Floor
- Private restrooms for employees (handicap accessible)
- Public restrooms for clients (handicap accessible)
- Furniture was provided at no additional cost including desks, chairs and conference tables
- Landscaping
- On-Site Building Manager
- On-Site Maintenance
- Great Central Location
- 24 hour access
- Secure access from exterior of building as well as the DA's access on 2nd floor
- Ample Parking

We have enjoyed having The District Attorneys office as tenants. All the employees have been a great benefit to Belen in stimulating the community in a time that we all know is greatly needed. We look forward to a continued relationship with the 13th Judicial District Attorney's Office.

Enclosed please find the Lease Addendum beginning May 1, 2012. If you should have any questions please feel free to contact me @ 440.1180. Also if you can please advise me as to when we can look forward to being on the agenda for the Valencia County Commission, I would greatly appreciate it.

Sincerely,



Kenny Trujillo

cc. Valencia County Manager, Eric Zamora

LEASE ADDENDUM

WHEREAS, a lease agreement was entered into as of the 21st day March, 2007 by and between TNT Investments LLC, a New Mexico Limited Liability Company, as "LESSOR" and , Valencia County Commission, District Attorney 13th Judicial District as "LESSEE", for office space in located at 101 South Main Street, Belen New Mexico 87002; and

WHEREAS, the term of this lease agreement was for 12 months, commencing May 1, 2011, and terminating April 30, 2012;

NOW THEREFORE, the parties agree to extend and amend the lease as follows:

1. The term of said lease shall be extended to April 30, 2013, Commencement date is May 1, 2012.
2. The rent shall be as follows commencing May 1, 2012

\$13,363.32 per month with an annual rent of \$160,359.84
3. The remainder of this lease agreement is hereby affirmed in all other aspects.

DATED and executed in duplicate originals this ____ day of _____, 2012.

LESSOR:

TNT INVESTMENTS, LLC,
a New Mexico limited liability company

By: KENNETH TRUJILLO

Its: MEMBER

Signed: Kenneth Trujillo

LESSEE:

VALENCIA COUNTY COMMISSION
District Attorney 13th Judicial District

By: _____
Donald Holliday, Chairman
Its: _____

Signed: _____

By: _____
Georgia Otero-Kirkham, Commissioner
Its: _____

Signed: _____

By: _____
Lawrence Romero, Commissioner
Its: _____

Signed: _____

By: _____
Mary Anderson, Vice-Chairwoman
Its: _____

Signed: _____

By: _____
Ron Gentry, Commissioner
Its: _____

Signed: _____

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Ruben Chavez
Individual Making Request: Victor Gonzales
Presentation at Meeting on: April 18th 2012
Date Submitted: April 7th 2012
Title of Request: Budget Increase Adjustment

Action Requested of Commission:

Consideration of a Budget Increase Adjustment to the Code Enforcement Department for the purpose of starting a Address Identification System

Information Background and Rationale

The Rural Addressing Department is intending to initiate a physical address identification program. Start-up equipment and supplies could be purchased by using the contract funds collected from the Town of Peralta GIS fees. These fees have not been allocated and need to be assigned. A vast majority of houses in the county are not physically identified. This causes life threatening situations when emergency services are attempting to locate a caller. Both the Sheriff's Office and Emergency Services will present their case at the Commission Meeting for this proposal.

What is the Financial Impact of this Request?

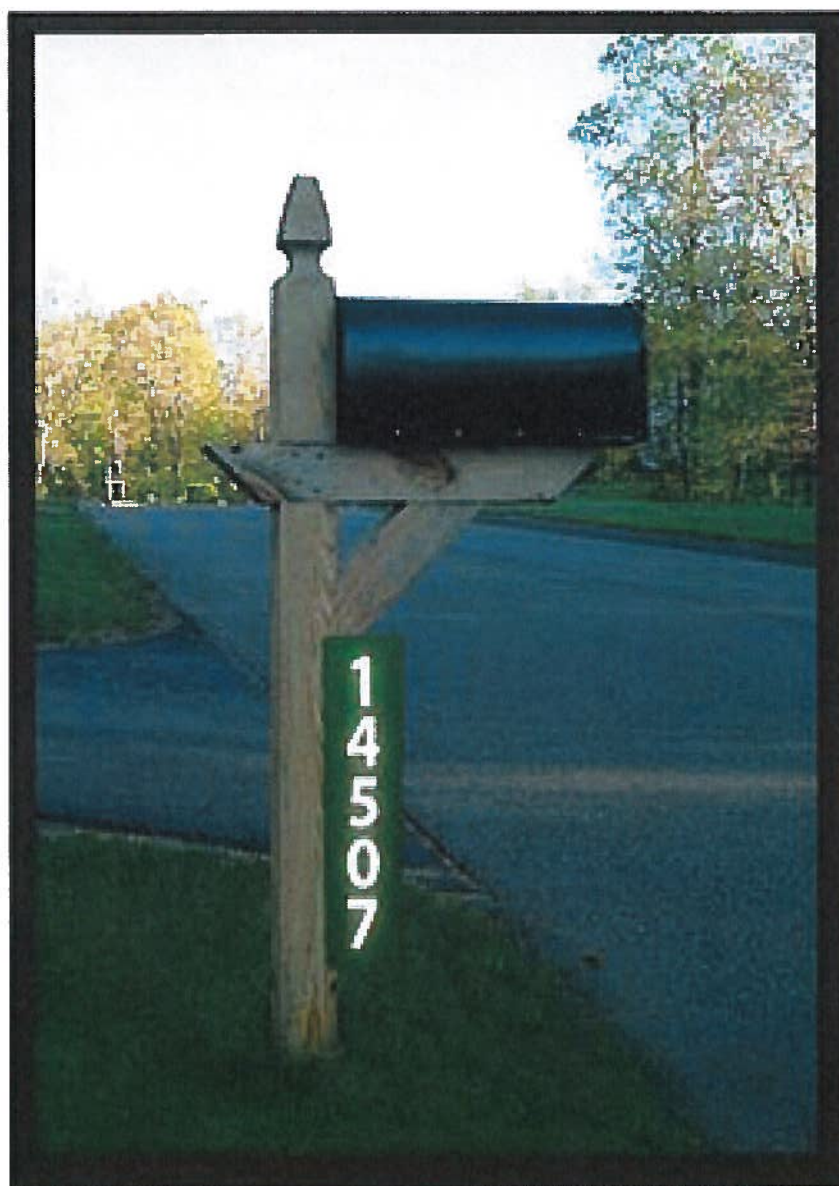
The Peralta GIS fees have not been allocated

Staff Comments

Legal: Approval as to form. AN

Finance:

These funds have been collected in a line item in the General fund. There is \$3000 available dollars through this line item. If a program is initiated it will be of great importance to consider money collections. These funds will need to be accounted for on a daily basis. This program could be self sustaining never producing a profit but enabling the rural addressing department to continue services. If project approved funds will need to be transferred from general fund to the code enforcement expense budget. CC



Lake Placid Volunteer Fire Department
456 Old Military Rd
P.O. Box 569
Lake Placid, N.Y. 12946
Business 518-523-3211 Fax 518-523-4602
EMERGENCY DIAL 911

911 ADDRESS SIGNS

PLEASE FILL OUT FORM AND RETURN TO THE
LAKE PLACID VOLUNTEER FIRE DEPARTMENT
*\$25.00 DONATION PER SIGN
TO BE COLLECTED UPON DELIVERY*

PLEASE PRINT:

Date: _____

Name: _____

911Address: _____

Phone: _____

PLEASE CIRCLE ONE:

- | | |
|----------------------------------|---|
| 1. Vertical | Horizontal |
| 2. Single Side | Double Side (no extra charge for double side) |
| 3. Green with
White Lettering | Brown with
Yellow Lettering |

.....

DATE ORDER PLACED WITH COUNTY _____

DATE CUSTOMER PICKED UP SIGN _____

AMOUNT OF PAYMENT RECEIVED _____

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Ruben Chavez
Individual Making Request: Ruben Chavez
Presentation at Meeting on: April 18th, 2012
Date Submitted: April 12th, 2012
Title of Request: Pet ER Contract

Action Requested of Commission:

Consideration of entering into a Spay./Neuter agreement with Pet ER

Information Background and Rationale

Valencia County has partnered with Pet ER (an afterhours animal hospital) to implement a mandatory Spay/Neuter adoption program. Adoption fees include the procedure cost in order to insure compliance. The program is over 4 years old and is a model program in the industry. The existing contract has expired and it is time to enter into a new contract agreement

What is the Financial Impact of this Request?

The Adoption Spay/Neuter program with Pet ER is of no cost to the County. The secondary effect is that the more animal get fixed hopefully the less is the number of animals running loose for us to pick up, thus the less the county has to pay for to house and process.

Legal:

Approved as to form. AN

Finance:

This is a self sustaining contract with no negative impact to the General Fund CC

**CONTRACT BETWEEN THE COUNTY OF VALENCIA
AND PET EMERGENCY ROOM, INC. FOR SPAY & NEUTER SERVICES
AT THE VALENCIA COUNTY ANIMAL SHELTER**

THIS AGREEMENT is made and entered into the 18th day of April, 2012 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County" and the Pet Emergency Room, Inc. hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, Valencia County is in need of a veterinary medical facility to perform surgical sterilizations for its Animal Control Division; and

WHEREAS, the Contractor is a New Mexico licensed veterinary medical facility, properly equipped and staffed to perform surgical sterilization in accordance with standard veterinary medicine protocol on animals; and

WHEREAS, Valencia County desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

WHEREAS, this contract is procured as a small professional service pursuant to the Valencia County Procurement Policy Resolution 2005-68 at Section 16.3.1 and thus will not exceed \$30,000.00

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall be available at the following locations: **335 Hwy 314 SW Los Lunas NM 87031.**

At that location the Contractor shall provide the initial health examination and, and upon determining the fitness of an animal to undergo sterilization, shall provide age appropriate initial dog or cat vaccinations The Contractor acknowledges it will not have an exclusive right to perform all sterilizations required in relation to the adoption or reclaiming of animals from Valencia County Animal Control.

B. Upon approval of an animal for sterilization, the Contractor shall instruct the adopter to schedule the sterilization, to be done at the Pet-ER location, within one week (five working days) of the health examination.

C. The Contractor shall notify the Valencia Count Animal Shelter if an animal is not approved for sterilization, within 24 hours of the health examination.

E. The Contractor shall notify the Valencia County Animal Shelter of any problems, which result in the death of an animal during sterilization. The Contractor is responsible for determining the fitness of an animal to undergo sterilization and, therefore, agrees to forego compensation for any sterilization procedure which is unsuccessful or results in death.

F. The Contractor shall provide vaccination for rabies, in accordance with current state statues for rabies inoculations.

G. The Contractor shall provide repair of minor umbilical hernias and palpable cryptorchid neuters as required for all animals brought to the Contractor for sterilization.

H. The Contractor shall insert microchips if provided by Valencia County Animal Shelter

I. The Contractor shall provide additional care or follow-up exam as required and caused by the surgical procedures at no additional cost to Valencia County or the owner of the animal.

J. **Time of Performance.** Services of the Contractor shall commence no earlier than 5:00 PM daily, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed no later than 8:00 am daily the next morning.

2. Compensation.

A. For the performing the Services specified in Section 1 hereof, the County agrees to collect and pass on the Contractor ~~(\$62.00) sixty-two~~ dollars for cats sterilization services and ~~(\$82) eighty-two~~ dollars for dog sterilizations services, which includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services. In the event the amounts provided by citizen fees are insufficient to cover the cost of Services provided hereunder, the County or its contributors agrees to contribute up to One thousand Dollars (\$1,000) out of County funds toward the payment of Contractor's compensation, as needed.

B. **Method of Payment.** Such amount shall be payable at the rate of ~~(\$62.00) sixty-two~~ dollars for cat sterilization services and ~~(\$82) eighty-two dollars~~ for dog sterilization services, which rate includes any applicable gross receipts taxes. Payments shall be made to the Contractor monthly for all animal sterilizations performed during the prior month

upon receipt by County of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of VC and on the condition that the Contractor has accomplished the Services to the satisfaction of VC, payable by the Valencia County Treasurers Office within 30 days. The payment timeframe shall begin upon documented receipt of bill to the designated location.

C. In no event shall the total compensation paid by the County to the Contractor under this Agreement, including applicable gross receipts tax, exceed \$30,000.00.

D. No charges shall be billed to the County for any of the following services or items unless prior-authorized by Valencia County:

- i. Secretarial, word processing, proofreading, filing, office machine attendants, file organization or other clerical services;
- ii. Photocopy expenses at more than 10 cents per page;
- iii. Computer time;
- iv. Local telephone expenses;
- iv. Charges related to computer usage, online or Internet related investigation or research;
- v. Local faxes (incoming or outgoing);
- vi. Audit Letters; and
- vii. Any other expense properly chargeable to overhead or as a capital expense.

F. The Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, if any, the time expended in rendering such service and the date such service was rendered. The Independent Contractor shall submit these records along with its billings to the County monthly. The records shall be subject to inspection by the County. The County has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this Agreement does not foreclose the County's right to recover excessive or illegal payments.

3. Term.

This Agreement shall terminate on June 1, 2012 unless terminated pursuant to paragraph 4, infra. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform

prior to the date of termination.

B. Termination Management

Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County and 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement.

5. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of Valencia County or the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Valencia County as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

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

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County.

8. Records and Audit.

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

9. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of Valencia or the State of New Mexico unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality.
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
11. Product of Service -- Copyright.
All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. Amendment.
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
13. Merger.
This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
14. Penalties.
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
15. Equal Opportunity Compliance.
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the

life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Thirteenth Judicial District Court in Valencia County.

17. Indemnification.

[See, **New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000**, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

18. Appropriations.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the County to the Contractor. The County's determination as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

19. Conflict of Interest.

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.

20. Independent Contractor's Taxes.

Neither Federal nor State taxes shall be withheld or paid by the County on behalf of the Contractor or the Contractor's employees or agents. The Contractor shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to the Contractor by the County for services rendered to the County.

21. Worker's Compensation.

Due to the fact that the Contractor is engaged in his own business enterprise and is not an employee of the County, the County will not obtain worker's compensation

insurance coverage for the Contractor or the Contractor's employees or agents. The Contractor shall obtain workman's compensation insurance for himself and for the Contractor's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

22. Severability.

If any clause or provision of this Agreement is held to be illegal by a court of competent jurisdiction, invalid or un-enforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

23. Mediation.

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

24. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$5,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

25. Attorney's Fees

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

26. Paragraph Headings.

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

27. Cooperation.

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

28. Force Majeure.

In case performance of any terms or provision hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal government or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escort, strikes, lockouts, difference with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonable within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

29. Duplicate Originals.

This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

30. Notices.

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

To the County: Ruben Chavez, P. O. Box 1119, Los Lunas, NM 87031

To the Contractor: Pet Emergency Room, Inc. 355 Hwy. 315 SW, Los Lunas, NM 87031

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

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

Donald E. Holliday,
Chairman, District V

Georgia Otero-Kirkham,
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Ron Gentry
Commissioner, District IV

Lawrence R. Romero
Commissioner, District III

Attest:

Sally Perea, County Clerk

PET EMERGENCY ROOM, INC.

TITLE:

STATE OF NEW MEXICO)
)ss.
COUNTY OF VALENCIA)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____.

Notary Public

My Commission Expires:

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Christina Card
Individual Making Request: Christina Card
Presentation at Meeting on: April 18,2012
Date Submitted: April 9,2012
Title of Request: MOU Summer Recreation

Action Requested of Commission:

Consideration of an MOU between Village of Los Lunas, Los Lunas School District, and Valencia County to provide financial support for a summer recreation program.

Information Background and Rationale

To provide a summer recreation program conducted through the use of public parks, playgrounds, and other recreational facilities.

What is the Financial Impact of this Request?

Valencia County will be responsible for payment of \$3000 to village of Los Lunas before May 30,2012

Staff Comments

Legal:

Approved as to form.AN

Finance:

Money budgeted in commission fund. CC

MEMORANDUM OF UNDERSTANDING
(MOU)

THIS AGREEMENT is entered into between the Village of Los Lunas, Los Lunas Public School District & Valencia County.

1. Purpose:

The purpose of this agreement is to provide financial support for the Summer Recreation Program, for the benefit of the children and youth of the Los Lunas School District, Village of Los Lunas & Valencia County to be conducted through the use of public parks, swimming pool, playgrounds and other recreational facilities owned or operated and located within the respective jurisdiction of the parties.

11. Parties Agree that:

A. The parties shall contribute the following sums to the program to support the hiring of recreation leaders and aids or other necessary personnel and to pay for attendant program costs:

PARTY:	AMOUNT:
Village of Los Lunas	\$ 9,000.
Los Lunas Public School District	9,000.
Valencia County	3,000.

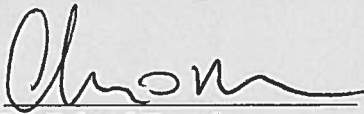
Dates of payment to the Village of Los Lunas, all of contribution payable On/or before May 30, 2012.

B. The Village of Los Lunas is hereby designated to be the entity to Administer or execute the Memorandum of Understanding. The Village of Los Lunas shall possess the common powers specified or necessarily implied in the Agreement and may exercise such in accordance with State and Federal Law.

The Administering agent shall be responsible for selection and supervision of all personnel subject to this memorandum.

- C. Each party shall keep and maintain the facilities owned or operated by it in a reasonable state of repair and preservation, and shall not suffer or permit any continuing nuisance therein. The respective parties shall pay for all necessary utilities to such facilities used in the program and will promptly pay all utility charges in connection with such use and will hold other parties to this agreement harmless therefrom
- D. The Village of Los Lunas is designated as the fiscal agent hereafter. The fiscal agent shall be strictly accountable for all receipts and disbursements under the Agreement.
- E. This agreement may be terminated by any of the parties, by written notice to the other parties, up to thirty (30) days prior to the intended termination date. By such termination, no party may escape obligations incurred for performance prior to the date of termination.
- F. This agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise of the parties or their agents shall become valid or enforceable unless embodied in this agreement.
- G. This agreement shall not be altered, changed or amended except by the instrument an writing and executed by the parties hereto.
- H. No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1 et. Seq., NMSA 1978, as amended.

IN WITNESS, WHEREOF, the undersigned School District, Valencia County, Los Lunas, and Valencia County have caused this Agreement to be executed by their respective officers.

BY:  President 2/28/12
LL School Board Title Date

BY: _____
Village of Los Lunas Title Date

BY: _____
Valencia County Title Date

