



August 1, 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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes:

July 18, 2012 (Regular Business Meeting)

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

PRESENTATION(S)

- 5) Update on Manzano Expressway Rehabilitation: **Jacobo Martinez**

DISCUSSION (Non-Action) ITEM(S)

ACTION ITEM(S)

- 6) Consideration of Resolution 2012-_____ to accept Guapo Rd as a county maintained road: **Jacobo Martinez**
- 7) Consideration of Resolution 2012-_____ to accept Dehann Rd as a county maintained road: **Jacobo Martinez**
- 8) Consideration of Resolution 2012-_____ In Support of a Quiet Zone on NM 304: **Jacobo Martinez**
- 9) Consideration of 2012-13 Co-Op (SP) Cooperative Program: **Jacobo Martinez**
- 10) Consideration of 2012-13 County Arterial Program (cap) Cooperative Agreement: **Jacobo Martinez**
- 11) Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement: **Jacobo Martinez**
- 12) Consideration to abolish all Valencia County Director employment contracts: **Bruce Swingle**
- 13) Consideration of Resolution 2012-_____ to approve the designation of Valencia County as a member of the Metropolitan Planning Area: **Bruce Swingle**
- 14) Consideration to approve increase in payment for Valencia Family Medicine & Express Care: **Joe Chavez**
- 15) Consideration to approve contract from the Nutrition service Incentive Program: **Jose Campos**
- 16) Consideration to approve a Purchasing and procurement ethics policy in Valencia County: **Mike Vinyard**

17) Consideration to authorize implementation of a Procurement Card (P-Card) system within Valencia County: *Mike Vinyard*

FINANCIAL MATTERS:

18) 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: **EEOC Charge 543-2012-0043** 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.

ACTION ITEMS FROM EXECUTIVE SESSION:

- a) Approve Settlement of EEOC Charge 543-2012-00434

NEXT COMMISSION MEETING:

- ◆ **August 3, 2012 – Special Meeting / Workshop @ 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.

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

JULY 18, 2012

PRESENT	
Donald E. Holliday, Chair	
Georgia Otero-Kirkham, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Mary J. Andersen Member	
Bruce Swingle, 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 Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Andersen. Motion carried unanimously.

4) Approval of Minutes: June 27, 2012 – Business Meeting

July 2, 2012 – Special Meeting (Contract Termination/ No Burn Ordinance)

Commissioner Otero-Kirkham moved for approval of the June 27, 2012 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Otero-Kirkham moved for approval of the July 2, 2012 Special Meeting. Seconded by Chairman Holliday. Motion carried unanimously.

PRESENTATION(S)

None

DISCUSSION (Non-Action) ITEM(S)

County Manager Bruce Swingle asked the commissioners if any one of them would be interested in serving on the interview panel for the Finance Director position. Both Commissioners Andersen and Otero-Kirkham said they would like to be on the panel.

Commissioner Otero-Kirkham brought up for discussion the memorandum from County Manager Bruce Swingle indicating that apparently Valencia County is paying the Ricco Company on 3-4 printers \$7,615.00 annually without a contract since 1991.

Commissioner Andersen said this re-enforces the importance of an additional purchasing person and would like for the commission to take that action and approve it.

Commissioner Otero-Kirkham said another item brought to light is that there are eight credit cards that amount to about \$100,000.00 a year in expenditures. The county should only have one credit card that is checked out by the department if a purchase needs to be made and then bring back the receipt.

Commissioner Gentry said this is not new, most of these issues have already come to the commission, we've given direction to clean them up but we just haven't followed through. We as the commission need to start keeping an eye things and follow through.

Commissioner Romero said he takes offense to the "we thing." This is the first he's heard of this and if we don't do anything about it, he'll be included in the "we." Let's see if there's any criminal action that needs to be looked at and let's follow through with it. He will be on top of it.

Chairman Holliday said just being part of the commission as he is, you're going to get the blame for it because he's on the board. Chairman Holliday also asked Mr. Swingle could this be a result of each department doing their own thing as each department is unique in their own way on some of these issues and we're going to try and organize it get one shoe that fit's all. Is that possible?

sheriff but changes this year requires a match. They'll pickup 75% of those costs and the county would be responsible for the other 25%. This would be funded for a period of three years and a requirement of the grant is the county maintains that position for the fourth year. Sheriff Burkhard respectfully asks that the \$11,575.00 be added to his budget in order to pickup an additional deputy and also making that a permanent position at the end of the grant period.

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

10) Consideration of 2012-13 County Arterial Program (CAP) Cooperative Agreement – Jacobo Martinez.

Commissioner Andersen said she is very reluctant to sign anything that looks like it might have an illegal road on it and would suggest that the commission table these three items until Mr. Martinez can look into the facts and figure out whether these are legal roads or not. Commissioner Gentry seconded with the suggestion that Commissioner Andersen amend her motion to table this until such time as the legal aspects of this have been worked out by the road department so they can do what they're suppose to have done and it will all be legal. This will take at least two meetings to go through the road viewing and place them on the docket and make them legal.

Commissioner Andersen said if the roads in question are not legal she suggests that the Memorandum of Understanding be amended to remove those and the commission can sign for the rest of them. Motion carried unanimously.

11) Consideration of 2012-13 Co-Op (SP Cooperative Agreement – Jacobo Martinez Tabled

12) Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement – Jacobo Martinez. Tabled

13) Payment to MID-Region Council of Governments for Annual Dues – Bruce Swingle

County Manager Bruce Swingle said the annual dues are for amount of \$22,043.00.

Commissioner Andersen moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

14) Clarification of Purchasing Authority for Budgeted Items – Christina Card / Michael Vinyard.

Purchasing Agent Michael Vinyard said there is a need for clarification of the existing policy. The county manager has the approval authority for contracts up to \$10,000.00 which was amended recently. Where he runs into an issue is the fact that every purchase order that this county issues is legally a contract. So if he follows the letter of the law of the policy, every \$2 purchase order that is issued by this county that he signs off on, must go before the manager for his signature as well. This means he will be signing off on each single purchase that the county makes. There is a process that has been in place for quite some time and the general process was that if an item came forward to the purchasing department for approval for a purchase and it was in the approved budget, the purchasing officer signed off on it and that's as far as it went. It then went forward, the purchase order went to the vendor and the product was received. Mr. Vinyard wants to make sure he's complying with the policy and also with the desires and the intent of the commission without bogging down the commission or the manager or the process. Mr. Vinyard is proposing a clarification from the commission that they are okay with him signing off as the purchasing agent for those items that have come forward on a purchase requisition and the purchasing department has certified that the need is valid and is within his or her approved budget regardless of the dollar value. He then will sign off on those and move forward. On the checks and balances in the system, every check that is paid once it's done and every check that is to be issued to pay for these items comes before the commission, so then the commission has the chance to approve it at that point and time.

Commissioner Otero-Kirkham asked if he wanted the commission's approval to sign off on any amount, as long as it represents an item within the budget that the commission previously approved. Yes, was Mr. Vinyards response. Commissioner Otero-Kirkham moved for approval.

County Attorney Dave Pato stated what this agenda item does is to confirm the way these are presently being done. This is not to change the system; this agenda item pertains to budgeted items not brought before the commission. Unbudgeted items up to the \$10,000.00 will go to the county manager and beyond \$10,000.00 will go before the

Minutes of July 18, 2012 Regular Business Meeting

Mr. Vinyard said that's exactly right and that is not the way to do it but at this point and time we've been backed into a corner and they have threatened to terminate services which would put the detention center in a bind and working with the county manager they found it best to give them a show of good faith and get them some money in their pocket as they did perform in good faith. You're exactly right and this is not what they want to do and this is what we're trying to get away from but in this case we're backed into a corner.

Commissioner Gentry said what would have been wrong if we weren't going to use this \$10,000.00 limit incrementally, finding this unapproved, unauthorized bill which was totally over an aggregate of \$10,000.00 and had it on the agenda today to pay the bill. It concerns him that a policy was just debated that said we absolutely wouldn't do that and here we're absolutely doing that and we're siding with the manager's authority to pay aggregates in increments of \$10,000.00. This needs to be brought to the commission and let's pay the debt the county owes which should be the way it should have been handled. County Attorney Dave Pato stated the \$10,000.00 was for the interim period until the contract could be put in place. The commission will be approving the county manager's use of that authority and the interim until the contract is in place.

Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

FINANCIAL MATTERS:

16) Consideration of Approval: Payroll / Warrants – Christina Card

Commissioner Otero-Kirkham moved for approval of Payroll / Warrants. Seconded by Commissioner Romero. Motion carried unanimously.

PUBLIC COMMENT:

Those members of the audience making public comments at today's Business Meeting were Valencia County residents Mike Wood and Richard Barela.

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) personnel: "Severance Pay for Ruben Chavez: / EEOC Charge 543-2012-0043; Consideration of Salary Increase Freddie Villanueva 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 Romero. Roll call. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Commissioner Otero-Kirkham voted yes. Commissioner Romero voted yes. Chairman Holliday voted yes. Motion carried 5-0.

Commissioner Otero-Kirkham moved to go back into Regular Session. Seconded by Commissioner Gentry. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in closed session were limited to those in the motion for closure which included Severance pay for Ruben Chavez, EEOC Charge 543-2012-0043 and consideration of salary increase for Freddie Villanueva and no final action was taken.

Commissioner Andersen moved for approval of the summary as stated by counsel. Seconded by Commissioner Otero-Kirkham. Roll call. 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.

ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION

- a) Severance Pay for Ruben Chavez
- b) EEOC Charge 543-2012-00434
- c) Freddie Villanueva

No Final Action was taken.

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on August 1, 2012 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

Adjournment:

Commissioner Romero moved for adjournment. Seconded by Chairman Holliday. Motion carried unanimously. TIME: 12:17 P.M.

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request:

Presentation at Meeting on: August 1, 2012

Date Submitted: July 23, 2012

Title of Request: Consideration of Resolution 2012-___ to accept a section of Guapo Rd as a county maintained road

Action Requested of Commission:

Consideration of Resolution to accept Guapo Rd as a county maintained road

Information Background and Rationale

Guapo Road is in Commission District 4 it is approximately 528 feet and is dirt road. The request is to accept Guapo Rd from Don Diego to Kaghan Loop. This road is the only section of road of that is indicated as private while the surrounding roads are within the County road inventory and is also the only unpaved road within the area.

Public Works has obtained analysis from Road Department, Fire Administration and Rural Addressing (attached)

What is the Financial Impact of this Request?

This road will be scheduled for routine grading and would be eligible for improvements in the future.

Legal:

As the grading of a private road would violate the New Mexico Anti-Donation Clause, acceptance of the road for maintenance is a pre-requisite to performing the work. By accepting Guapo road for maintenance, the County will be granting a waiver as provided in Section 94.066, and detailed in the acceptance resolution, as Guapo road was not constructed in conformance with county standards and specifications. Once accepted, the County will have a continuing obligation to maintain the road, and will be permitted to submit this portion of the road on its road maintenance reports as provided by NMSA 1978, Section 66-6-23.1(2003). D.P.

Finance:

Road maintenance costs are budgeted per commission district. CC

County Manager:

No Comment B.S



Valencia County Emergency Services

Fire/ Rescue

444 LUNA AVE ♦ P.O. BOX 1119 ♦ LOS LUNAS, NEW MEXICO 87031

OFFICE: (505) 866-2040 ♦ FAX: (505) 866-8749

www.co.valencia.nm.us



July 23, 2012

To: Jacobo Martinez
Public Works Department.

Reference: Dehaan Rd. between NM Hwy 47 and Kaghan Rd
Guapo Rd. between Don Diego Rd. and Kaghan Rd.

This Office conducted an onsite inspection of the above listed roads to give an analysis in reference to Fire and EMS response to this area and the ability to access this area in the event of an emergency, and the conclusion is that that these roads currently meet all the requirements for emergency response and this Office would support the County's position accept these roads for maintenance and County dedication.

If there are any questions in reference to this matter, please do not hesitate to contact me so we may discuss it further.

Thank you.

Charles Eaton
County Fire Chief

Guapo Road

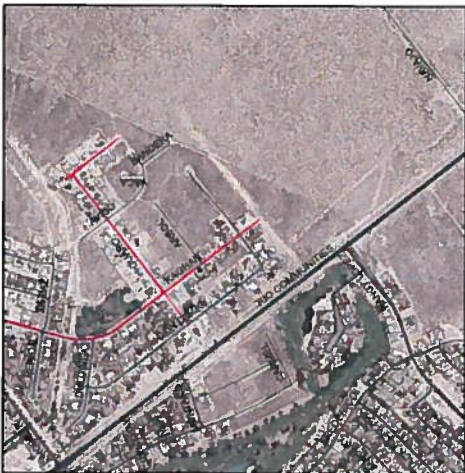
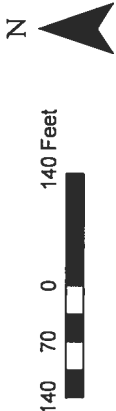


A section of Guapo Road between Kaghaan Loop and Don Diego Road is currently being assessed to be County Maintained. The section is approximately 528 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution.

Guapo Road is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 4 homes that surround the home, however, no homes front the road.

Guapo is a dirt road approximately 30 feet wide. The road easement is 50 feet. There is a sidewalk on the northern portion of the road. The sidewalk is approximately 4 feet in width.

To bring Guapo into County Standards, the County would pave the road to approximately \$29,907.00





VALENCIA COUNTY

PUBLIC WORKS DIVISION

1209 HWY 314 ♦ P.O. Box 1119 ♦
LOS LUNAS, NEW MEXICO 87031
PHONE 505.866.2475 ♦ FAX: 505.866.3388
website: www.co.valencia.nm.us

June 20, 2012

RE: Guapo Rd/De Haan Loop. Dedication

Guapo Road

A section of Guapo Road between Kaghaan Loop and Don Diego Road is currently being assessed to be County Maintained. The section is approximately 528 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution.

Guapo Road is a local (residential) roadway. Guapo Road is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 4 homes that surround the road, however, no homes front the road. Residents within the subdivision utilize the road. All roads surrounding Guapo are paved. Guapo is a dirt road approximately 30 feet wide. The road easement is 50 feet. There is a sidewalk on the northern portion of the road. The sidewalk is approximately 4 feet in width. To bring Guapo into County Standards, the County would pave the road for approximately \$29,907.00

Because Guapo Rd is utilized by the community within the subdivision; all the roads surrounding Guapo Rd. are paved; the Rural Addressor recommends approval for emergency safety; and the Fire Department recommends approval; it is the opinion of Public Works that we should accept the portion of Guapo Road for County Maintenance.

De Haan Loop/Kagan Loop.

A section of Kaghaan/De Haan Loop in between Kaghaan Loop and Rio Communities Blvd is currently being assessed to be County Maintained. According the Rural Addressor, the segment called out as KAGHAN LOOP which would begin at RIO COMMUNITIES BLVD had been incorrectly identified as KAGAN LOOP. Plat C-9-102 & C-9-103 recorded in the Valencia County Clerks' office indicate this segment should be identified as DE HANN LOOP (three words). We will continue to refer to this portion of the road to be considered as De Haan Loop.

The section is approximately 1,257 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution. De Haan Loop is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 5 homes that surround the road, however, no homes front the road. Residents of the subdivision do utilize this road from Rio Community Blvd. in order to access their residents. Kaghaan/DeHaan Loop is a dirt road approximately 30 feet wide. The road easement is 50 feet. There are some millings on the road that have possibly been placed by a resident. To bring De Haan Loop into County Standards, the County would pave the road for approximately \$26,001.00

Because De Haan Loop is utilized by the community within the subdivision; all the roads surrounding Guapo Rd. are paved; the Rural Addressor recommends approval for emergency safety; and the Fire Department recommends approval; it is the opinion of Public Works that we should accept the portion of De Haan Loop for County Maintenance.

Sincerely,

Jacobo Martinez
Code Enforcement Supervisor
Public Works Director





Valencia County New Mexico
E911 Data Management/Rural Addressing
444 Luna Avenue, P.O Box 1119
Los Lunas, New Mexico 87031
Office: 505-866-2051 Fax: 505-866-2002
Website: www.co.valencia.nm.us



July 19, 2012

From: Victor Gonzales
Rural Addressor/E911 Database Manager

To: Jacobo Martinez
Public Works Department

Re: DE HANN LOOP & GUAPO RD Dedication

From an emergency response standpoint, paving and dedicating these roads would greatly aid in providing for the safety and welfare of the residents. Current county standards will require that street name signs be placed by the county at correct locations upon dedication of the road and should read as recorded in the emergency response database maintained by the Rural Addressing Department.

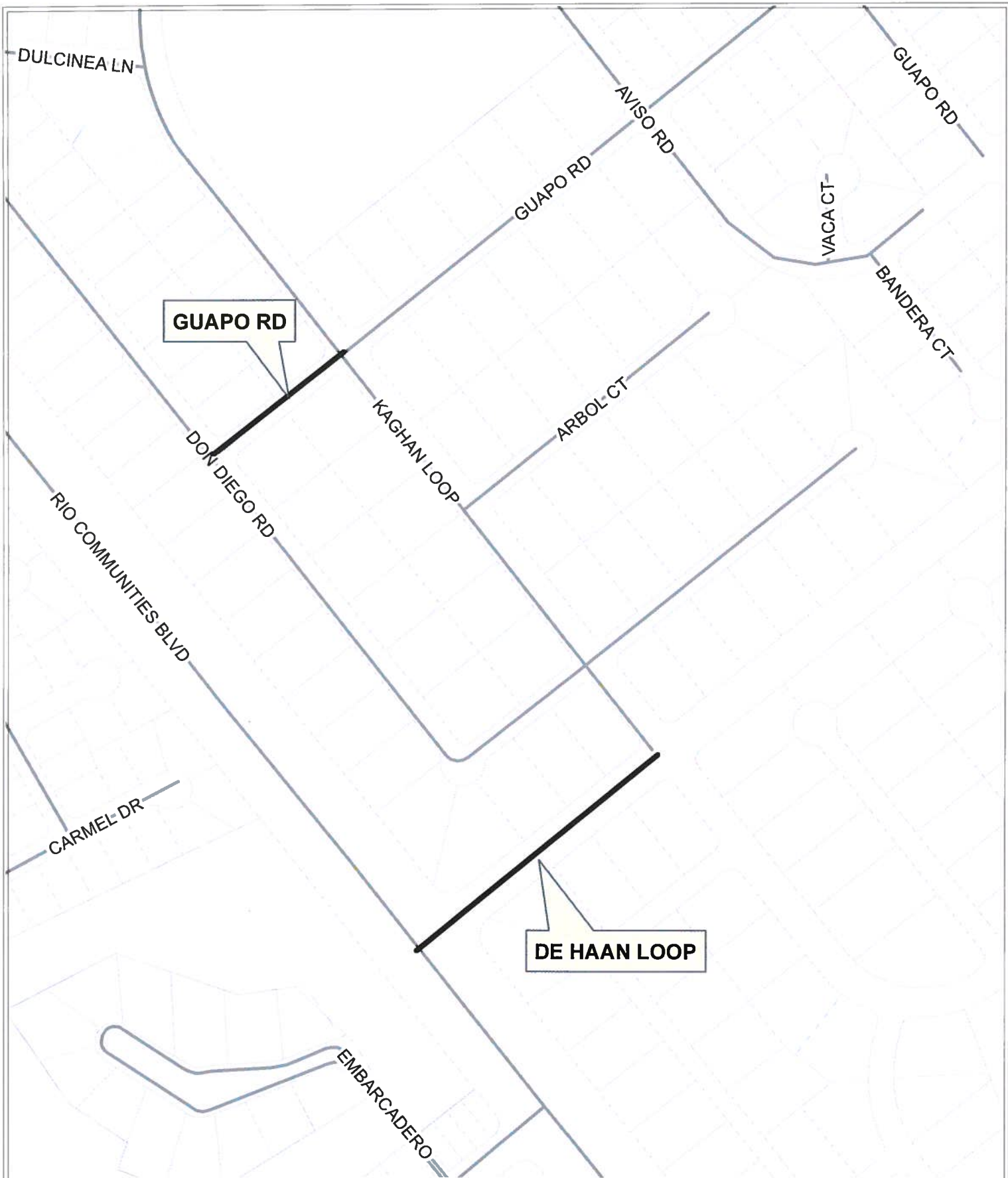
Upon review of the sections of theses streets being proposed for county dedication, as shown in a .pdf'd image of map 193 of the road inventory book sent to me for review regarding this matter. I found that the segment called out as KAGHAN LOOP which would begin at RIO COMMUNITIES BLVD had been incorrectly identified as KAGAN LOOP. Plat C-9-102 & C-9-103 recorded in the Valencia County Clerks' office indicate this segment should be identified as DE HANN LOOP (three words). Perhaps this was simply a clerical error.

If the names were assigned as GUAPO RD, and DE HANN LOOP and street signs were placed by the county and according to it requirements. I have no reservation whatsoever in approving this dedication.

Sincerely,

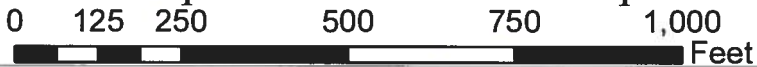
A handwritten signature in black ink, appearing to read 'Victor Gonzales'.

Victor Gonzales
Rural Addressor/E-911 Database Manager



Prepared by:
Rural Addressing Department
Rural Addressor:
Victor Gonzales
Print Date:
July 19, 2012

E-911 Database Approved Name,
Format and Location
Guapo Rd & De Haan Loop



Acceptance of Maintenance Responsibilities for Guapo Road

Resolution No.

WHEREAS, Commissioner Gentry has requested that the Board of County Commissioners of the County of Valencia consider the acceptance of Guapo Road, because Guapo Road serves as a critical arterial road through the Enchanted Mesa Subdivision; and

WHEREAS, the Board of County Commissioners has adopted a procedure by which roads may be accepted for maintenance in the County; and

WHEREAS, among the various requirements for acceptance of a road for maintenance, (1) the road must be dedicated to the County; (2) the road must meet the minimum standards for county roads together with the needs, if applicable, of necessary construction to bring the road up to standards with particular attention to the soil content, or, in the alternative, the Public Works Director shall provide a cost estimate to bring the road up to county specifications; (3) the Director and the Code Enforcement Department together with the Rural Addresser shall review the proposed road and provide a written analysis of the impact of the road on adjoining county roads together with related concerns of the departments. Such report shall reflect approval of affected utility easement holders; (4) the Fire Chief shall review the proposed road for safety concerns involving ingress and egress and other related concerns in a written analysis; (5) that, upon substantial completion by the owner(s) of the conditions addressed by the various county departments or if the road meets the specified health, safety and welfare requirements set forth in this section, the Director shall submit the petition and agency comments to the County Manager for presentation to the Board of County Commissioners (Board), provided that the Board may, in its discretion in extraordinary circumstances, grant a full or partial waiver in order to accept roads for maintenance that do not otherwise meet the above road standards if the acceptance of the road is essential to the protection of the public health, safety and welfare, with the understanding that county maintenance of accepted roads will be undertaken with available funding and pursuant to priorities for road maintenance county-wide; and,

WHEREAS, in making a determination as whether to grant a full or partial waiver of these requirements, the Board of County Commissioners must consider (a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; and,

WHEREAS, acceptance of dedication is reserved for the Board who has the option to accept the dedication, to not accept the dedication, or to accept the dedication contingent upon roads being constructed in conformance with county standards and specifications; and,

WHEREAS, NMSA 1978, § 66-6-23.1 (D) (2003) requires that “[t]he board of county commissioners of each of the respective counties shall, by April 1 of every year, certify reports to the secretary of transportation of the total mileage of public roads maintained by each county as of April 1 of every year; provided that in their reports, the boards of county commissioners shall identify each of the public roads maintained by them by name, route and location”; and

WHEREAS, accepting maintenance of said road would afford the County of Valencia the opportunity to include such roads on the road list submitted to the Secretary of Transportation so that the County may be reimbursed for its maintenance costs; and

WHEREAS, having considered the a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; the Board of County Commissioners has determined that a waiver of the requirements set forth in Section 94.066 is appropriate; and,

WHEREAS, the Board of County Commissioners has been presented with the reports required by Section 94.066(C);

WHEREAS, acceptance of maintenance of said road would promote the health, welfare, and safety of the residents of Valencia County; and

NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners, in regular session on August 1, 2012, does hereby accept the road shown on the accompanying map.

PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF AUGUST, 2012.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea, County Clerk



VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request:

Presentation at Meeting on: August 1, 2012

Date Submitted: July 23, 2012

Title of Request: Consideration of Resolution 2012-___ to accept a section of Dehaan Loop as a county maintained road

Action Requested of Commission:

Consideration of Resolution to accept Dehaan as a county maintained road

Information Background and Rationale

Dehaan Loop is in Commission District 4. It is approximately 1,257 feet of dirt road and some millings. The request is to accept Dehaan Loop from Kaghan Loop to Rio Communities Blvd. There are currently no homes that front Dehaan Loop; however it is utilized by the residents of the area as an alternate ingress and egress.

Public Works has obtained analysis from Road Department, Fire Administration and Rural Addressing (attached)

What is the Financial Impact of this Request?

This road will be scheduled for routine grading and would be eligible for improvements in the future.

Legal:

As the grading of a private road would violate the New Mexico Anti-Donation Clause, acceptance of the road for maintenance is a pre-requisite to performing the work. By accepting Dehaan road for maintenance, the County will be granting a waiver as provided in Section 94.066, and detailed in the acceptance resolution, as Dehaan road was not constructed in conformance with county standards and specifications. Once accepted, the County will have a continuing obligation to maintain the road, and will be permitted to submit this portion of the road on its road maintenance reports as provided by NMSA 1978, Section 66-6-23.1(2003). D.P.

Finance:

Road maintenance costs are budgeted per commission district. CC

County Manager:

No Comment B.S.

Kaghaan/DeHaan Loop

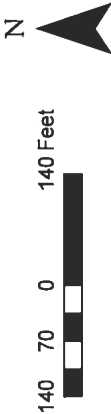


A section of Kaghaan/De Haan Loop in between Kaghaan Loop and Rio Communities Blvd is currently being assessed to be County Maintained. The section is approximately 1,257 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution.

Kaghaan/De Haan is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 4 homes that surround the home, however, no homes front the road.

Kaghaan/DeHaan Loop is a dirt road approximately 30 feet wide. The road easement is 50 feet. There are some millings on the road that have possibly been placed by a resident.

To bring Guapo into County Standards, the County would pave the road to approximately \$28,001.00





VALENCIA COUNTY

PUBLIC WORKS DIVISION

1209 HWY 314 ♦ P.O. Box 1119 ♦
LOS LUNAS, NEW MEXICO 87031
PHONE 505.866.2475 ♦ FAX: 505.866.3388
website: www.co.valencia.nm.us

June 20, 2012

RE: Guapo Rd/De Haan Loop. Dedication

Guapo Road

A section of Guapo Road between Kaghaan Loop and Don Diego Road is currently being assessed to be County Maintained. The section is approximately 528 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution.

Guapo Road is a local (residential) roadway. Guapo Road is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 4 homes that surround the road, however, no homes front the road. Residents within the subdivision utilize the road. All roads surrounding Guapo are paved. Guapo is a dirt road approximately 30 feet wide. The road easement is 50 feet. There is a sidewalk on the northern portion of the road. The sidewalk is approximately 4 feet in width. To bring Guapo into County Standards, the County would pave the road for approximately \$29,907.00

Because Guapo Rd is utilized by the community within the subdivision; all the roads surrounding Guapo Rd. are paved; the Rural Addressor recommends approval for emergency safety; and the Fire Department recommends approval; it is the opinion of Public Works that we should accept the portion of Guapo Road for County Maintenance.

De Haan Loop/Kagan Loop.

A section of Kaghaan/De Haan Loop in between Kaghaan Loop and Rio Communities Blvd is currently being assessed to be County Maintained. According the Rural Addressor, the segment called out as KAGHAN LOOP which would begin at RIO COMMUNITIES BLVD had been incorrectly identified as KAGAN LOOP. Plat C-9-102 & C-9-103 recorded in the Valencia County Clerks' office indicate this segment should be identified as DE HANN LOOP (three words). We will continue to refer to this portion of the road to be considered as De Haan Loop.

The section is approximately 1,257 feet in length. In order for the County to accept a road for maintenance, the County must do so in a form of a resolution. De Haan Loop is a public road that is currently not maintained by the County. The road has been established as a public road on a subdivision plat. There are 5 homes that surround the road, however, no homes front the road. Residents of the subdivision do utilize this road from Rio Community Blvd. in order to access their residents. Kaghaan/DeHaan Loop is a dirt road approximately 30 feet wide. The road easement is 50 feet. There are some millings on the road that have possibly been placed by a resident. To bring De Haan Loop into County Standards, the County would pave the road for approximately \$26,001.00

Because De Haan Loop is utilized by the community within the subdivision; all the roads surrounding Guapo Rd. are paved; the Rural Addressor recommends approval for emergency safety; and the Fire Department recommends approval; it is the opinion of Public Works that we should accept the portion of De Haan Loop for County Maintenance.

Sincerely,

Jacobo Martinez
Code Enforcement Supervisor
Public Works Director





Valencia County New Mexico
E911 Data Management/Rural Addressing
444 Luna Avenue, P.O Box 1119
Los Lunas, New Mexico 87031
Office: 505-866-2051 Fax: 505-866-2002
Website: www.co.valencia.nm.us



July 19, 2012

From: Victor Gonzales
Rural Addressor/E911 Database Manager

To: Jacobo Martinez
Public Works Department

Re: DE HANN LOOP & GUAPO RD Dedication

From an emergency response standpoint, paving and dedicating these roads would greatly aid in providing for the safety and welfare of the residents. Current county standards will require that street name signs be placed by the county at correct locations upon dedication of the road and should read as recorded in the emergency response database maintained by the Rural Addressing Department.

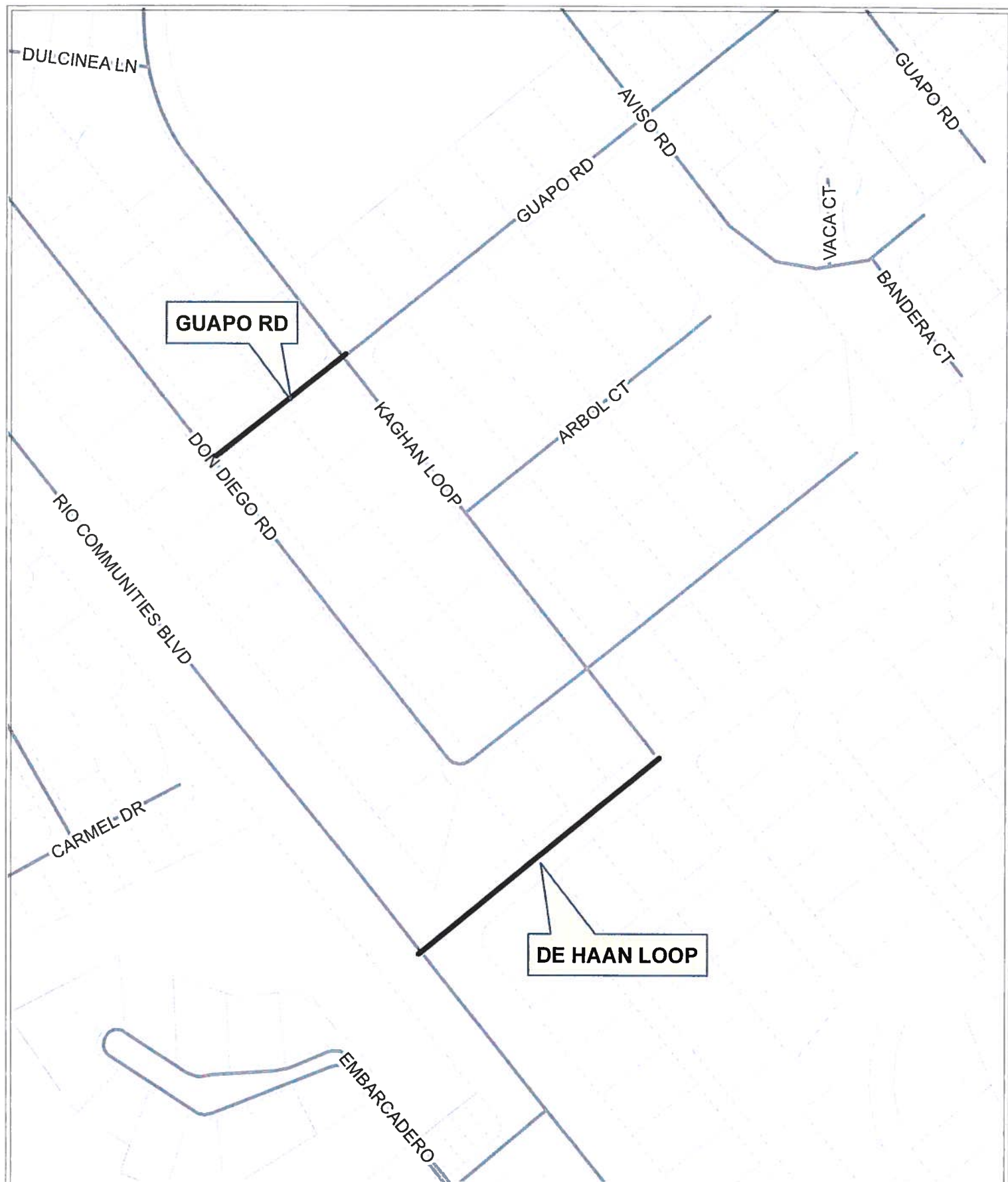
Upon review of the sections of these streets being proposed for county dedication, as shown in a .pdf'd image of map 193 of the road inventory book sent to me for review regarding this matter. I found that the segment called out as KAGHAN LOOP which would begin at RIO COMMUNITIES BLVD had been incorrectly identified as KAGAN LOOP. Plat C-9-102 & C-9-103 recorded in the Valencia County Clerks' office indicate this segment should be identified as DE HANN LOOP (three words). Perhaps this was simply a clerical error.

If the names were assigned as GUAPO RD, and DE HANN LOOP and street signs were placed by the county and according to its requirements. I have no reservation whatsoever in approving this dedication.

Sincerely,

A handwritten signature in black ink, appearing to read "Victor Gonzales".

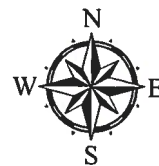
Victor Gonzales
Rural Addressor/E-911 Database Manager



Prepared by:
Rural Addressing Department
Rural Addressor:
Victor Gonzales
Print Date:
July 19, 2012

E-911 Database Approved Name,
Format and Location
Guapo Rd & De Haan Loop

0 125 250 500 750 1,000 Feet



Acceptance of Maintenance Responsibilities for Dehaan Loop

Resolution No.

WHEREAS, Commissioner Gentry has requested that the Board of County Commissioners of the County of Valencia consider the acceptance of Dehaan Loop, because Dehaan Loop serves as a critical arterial road through the Enchanted Mesa Subdivision; and

WHEREAS, the Board of County Commissioners has adopted a procedure by which roads may be accepted for maintenance in the County; and

WHEREAS, among the various requirements for acceptance of a road for maintenance, (1) the road must be dedicated to the County; (2) the road must meet the minimum standards for county roads together with the needs, if applicable, of necessary construction to bring the road up to standards with particular attention to the soil content, or, in the alternative, the Public Works Director shall provide a cost estimate to bring the road up to county specifications; (3) the Director and the Code Enforcement Department together with the Rural Addresser shall review the proposed road and provide a written analysis of the impact of the road on adjoining county roads together with related concerns of the departments. Such report shall reflect approval of affected utility easement holders; (4) the Fire Chief shall review the proposed road for safety concerns involving ingress and egress and other related concerns in a written analysis; (5) that, upon substantial completion by the owner(s) of the conditions addressed by the various county departments or if the road meets the specified health, safety and welfare requirements set forth in this section, the Director shall submit the petition and agency comments to the County Manager for presentation to the Board of County Commissioners (Board), provided that the Board may, in its discretion in extraordinary circumstances, grant a full or partial waiver in order to accept roads for maintenance that do not otherwise meet the above road standards if the acceptance of the road is essential to the protection of the public health, safety and welfare, with the understanding that county maintenance of accepted roads will be undertaken with available funding and pursuant to priorities for road maintenance county-wide; and,

WHEREAS, in making a determination as whether to grant a full or partial waiver of these requirements, the Board of County Commissioners must consider (a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; and,

WHEREAS, acceptance of dedication is reserved for the Board who has the option to accept the dedication, to not accept the dedication, or to accept the dedication contingent upon roads being constructed in conformance with county standards and specifications; and,

WHEREAS, NMSA 1978, § 66-6-23.1 (D) (2003) requires that “[t]he board of county commissioners of each of the respective counties shall, by April 1 of every year, certify reports to the secretary of transportation of the total mileage of public roads maintained by each county as of April 1 of every year; provided that in their reports, the boards of county commissioners shall identify each of the public roads maintained by them by name, route and location”; and

WHEREAS, accepting maintenance of said road would afford the County of Valencia the opportunity to include such roads on the road list submitted to the Secretary of Transportation so that the County may be reimbursed for its maintenance costs; and

WHEREAS, having considered the a) the number of occupied dwellings on the road; (b) whether the road is a collector or local access road; (c) whether the road is an established school bus route; (d) whether mail deliveries are made on the road; (e) accessibility to dwellings of emergency service, medical and fire protection due to inclement weather; and (f) the adequacy of driving space and water runoff; the Board of County Commissioners has determined that a waiver of the requirements set forth in Section 94.066 is appropriate; and,

WHEREAS, the Board of County Commissioners has been presented with the reports required by Section 94.066(C);

WHEREAS, acceptance of maintenance of said road would promote the health, welfare, and safety of the residents of Valencia County; and

NOW, THEREFORE, BE IT RESOLVED, that the Valencia County Board of County Commissioners, in regular session on August 1, 2012, does hereby accept the road shown on the accompanying map.

PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF AUGUST, 2012.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero Kirkham
Vice-Chair, District II

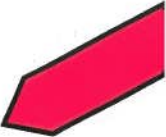
Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea, County Clerk





Valencia County Emergency Services

Fire/ Rescue

444 LUNA AVE ◊ P.O. BOX 1119 ◊ LOS LUNAS, NEW MEXICO 87031

OFFICE: (505) 866-2040 ◊ FAX: (505) 866-8749

www.co.valencia.nm.us



July 23, 2012

To: Jacobo Martinez
Public Works Department.

Reference: Dehaan Rd. between NM Hwy 47 and Kaghan Rd
Guapo Rd. between Don Diego Rd. and Kaghan Rd.

This Office conducted an onsite inspection of the above listed roads to give an analysis in reference to Fire and EMS response to this area and the ability to access this area in the event of an emergency, and the conclusion is that that these roads currently meet all the requirements for emergency response and this Office would support the County's position accept these roads for maintenance and County dedication.

If there are any questions in reference to this matter, please do not hesitate to contact me so we may discuss it further.

Thank you.

Charles Eaton
County Fire Chief

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request: Jacobo Martinez

Presentation at Meeting on: August 1, 2012

Date Submitted: July 27, 2012

Title of Request: Consideration of Resolution 2012-___ to request speed reduction on NM Hwy 304 to complete quiet zone project

Action Requested of Commission:

Consideration of Resolution to request Speed Reduction on NM Hwy 304 from 50 MPH to 40 MPH

Information Background and Rationale

In 2010 the County constructed safety measures in order to have a Quiet Zone on NM Hwy 304 and Horse Ranch Rd. The County has been working with NMDOT to consider reducing the speed limit to 40 MPH as per Federal Railroad Administration regulations. NMDOT will not warrant the reduction of the speed limit. However, it has been requested by NMDOT Rail Section that the County request by resolution request the reduction of Speed Limit to 40 MPH

What is the Financial Impact of this Request?

There is no financial impact

Legal:

This resolution requests action from the DOT in order to reduce the speed limit on NM 304 to make the road eligible for a quiet zone designation by the FRA. This resolution does not obligate County funds. A.N

Finance:

No negative financial impact. CC

County Manager:

**Resolution Requesting NMDOT Reduce Speed Along Affected
Portion of Highway 304 to Complete Quiet Zone**

WHEREAS, the Board of County Commissioners of Valencia County, meeting in at a special County Commission meeting on August 1, 2012, at 444 Luna Avenue, Los Lunas, NM 87031; and,

WHEREAS, the Public Works Department has been working with the New Mexico Department of Transportation ("NMDOT"), the NMDOT Rail Section, and the Federal Railroad Administration ("FRA") to complete the Highway 304 Quiet Zone; and,

WHEREAS, the FRA has required that the speed limit be reduced from 50 mph to 40 mph to complete the project; and,

WHEREAS, the NMDOT has denied the County Administration's request to reduce the speed limit to comply with the FRA requirement; and,

WHEREAS, the NMDOT Rail Section has recommended that the Board of County Commissioners submit a resolution to the NMDOT requesting the speed limit be changed from 50 mph to 40 mph as a basis for requesting that the NMDOT reconsider its denial of the request to reduce the speed limit to comply with the FRA requirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Valencia that the Board respectfully requests the NMDOT approve the speed reduction from 50 mph to 40 mph along that affected portion of Highway 304 so that the County may complete the Highway 304 Quiet Zone.

PASSED, APPROVED, AND ADOPTED THIS 3RD DAY OF AUGUST, 2012.

BOARD OF COMMISSIONERS OF VALENCIA COUNTY

Donald E. Holliday
Chair, District V

Georgia Otero Kirkham
Vice-Chair, District II

Mary J. Andersen
Commissioner, District I

Lawrence R. Romero
Commissioner, District III

Ron Gentry
Commissioner, District IV

Attest:

Sally Perea, County Clerk

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request: Jacobo Martinez

Presentation at Meeting on: August 1, 2012

Date Submitted: July 27, 2012

Title of Request: Consideration of 2012-13 CO-OP (SP) Cooperative Agreement

Action Requested of Commission:

Consideration of Cooperative Agreement with the New Mexico Department of Transportation

Information Background and Rationale

The SP Program has been used to supplement county funds to improve county roadways and it's administered and approved by the NM Department of Transportation. The County has received a total of \$154,033. The state share of 75% (\$115,525) and County Share of 25% (\$38,508)

What is the Financial Impact of this Request?

There is a positive financial impact from this request. The County must however, contribute 25% of the total cost which totals \$38,508

Legal:

This Cooperative Agreement is in the standard form of contract from the New Mexico Department of Transportation. The agreement is acceptable as to form if Administration determines that the County has the ability to provide the matching funds and to meet the other obligations of the project which include maintaining records, administering the project and completing the project by December 31, 2013. A.N

Finance:

Matching funds have been budgeted. CC

County Manager:

No Comment B.S

2012/2013 CAP, SB & COOP REQUEST					
PROJECT	PROJECT NUMBER	AREA	IMPROVEMENTS		AMOUNT
Cooperative Agreement	CAP-3-12 (441)				
Vendor No.		San Domingo	2" Pave		
Control No.		Bloom N Shine	2" Pave		
		Frazee	2" Pave		
		Dehaan	2" Pave		
		Laughlin	2" Pave		
		Vaisa Rd	4.5' Pave		
				Per Commissioner	\$ 26,523.40
				States Share	\$ 99,463.00
				County Share	\$ 33,154.00
				TOTAL	\$ 132,617.00
Special Project	SP-3-12 (935)				
Vendor No.		San Domingo	2" Pave		
Control No.		Bloom N Shine	2" Pave		
		James Street	4" Gravel		
		Juan Chavez Y Baca	4" Gravel		
		Guapo	2' Pave		
		Salz	2" Pave		
		Vaisa Rd	1.5" Pave		
				Per Commissioner	\$ 30,806.60
				States Share	\$ 115,525.00
				County Share	\$ 38,508.00
				TOTAL	\$ 154,033.00
School Bus	SB-7712 (967)12				
Vendor No.		San Domingo	2" Pave		
Control No.		Bloom N Shine	2" Pave		
		Jensen	4" Gravel		
		Rio Communities Way	2" Pave		
		Phillips	2" Pave		
		Vaisa Rd	4.5" Pave		
				Per Commissioner	\$ 45,475.00
				States Share	\$ 170,533.00
				County Share	\$ 56,844.00
				TOTAL	\$ 227,377.00
				TOTAL AMOUNT FUNDED	
				Total Per Commissioner	\$ 102,805.40
				States Share	\$ 385,521.00
				County Share	\$ 128,506.00
				TOTAL	\$ 514,027.00

Contract No. _____
Vendor No. 0000054407
Project No. SP-3-13(911)
Control No. HW2- L300044

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as **"DEPARTMENT"**, and the **County of Valencia**, herein referred to as **"COUNTY"**.

In consideration of the covenants contained herein and pursuant to the NMSA, 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA as amended, and Commission Policy No. 44-92, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE -- PURPOSE:

The purpose of this Agreement is for the **Road improvements to various county roads w/ pavement rehabilitation and misc. construction** within the control of **COUNTY**, Project No. **SP-3-13(911)**, Control No. **HW2- L300044**, thereafter referred to as "Project", is a joint and coordinated effort for which the **DEPARTMENT** and the **COUNTY** each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO -- PROJECT FUNDING BY PARTIES:

- 1. The estimated total cost for the Project is **One hundred fifty four thousand thirty three dollars (\$154,033.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **DEPARTMENT's** share shall be **75%** **\$115,525.00**
Road improvements to various county roads w/ pavement rehabilitation and misc. construction
 - b. The **COUNTY's** required proportional matching
Share shall be **25%** **\$38,508.00**
For purpose stated above
 - c. **Total Project Cost** **\$154,033.00**

2. The **COUNTY** shall pay all Project costs, which exceed the total amount of **One hundred fifty four thousand thirty three dollars (\$154,033.00)**.

SECTION THREE -- COUNTY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform or contract to perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the **COUNTY's** estimate submitted to and approved by the District Engineer within thirty (30) days of execution of this agreement, or as otherwise agreed to in writing by the parties hereto.
3. Maintain all records and documents relative to this Agreement for a minimum of five (5) years.
4. Be responsible, as applicable, for all pre-construction activities, including, but not limited to, the following:
 - a. Utility relocation,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances,
 - f. Right(s)-of-way acquisition and maps, and,
 - g. Hazardous substance/waste site(s) contamination.
5. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the **DEPARTMENT**.
6. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.
7. Obtain all required written agreements or permits, when applicable, from all public and private entities.

8. Maintain all facilities constructed or reconstructed with Project funds.
9. Furnish the **DEPARTMENT'S District Three Office**, upon project completion, written certification, "**Project Certification of Design, Construction, and Cost**," which is hereby incorporated into this Agreement, that all work was performed with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; **DEPARTMENT** approved **COUNTY** established Specifications; or **DEPARTMENT** Specifications established for Local Government Road Fund projects.
10. Project shall be completed by the **COUNTY** by **December 31, 2013**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** may claim reimbursement from the **COUNTY** of all unexpended funds disbursed in the performance of this Agreement.
11. Allow the **DEPARTMENT** the right to inspect the Project for the purpose of determining if it is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment and materials.
12. Assume the lead planning and implementation role and be solely responsible for providing local matching funds.
13. Certify that the entire proportionate share of funds committed by **COUNTY** to the project described in **COUNTY's** Estimate have been and are appropriated, budgeted, and approved for expenditure effective at such time as this Agreement is executed by the parties hereto.
14. Furnish the **DEPARTMENT** written "Project Certification of Design, Construction, and Costs." Failure to furnish the above certification to the **DEPARTMENT** shall amount to a material breach of this agreement and shall entitle the **DEPARTMENT** to cease performance of any obligation set forth in this agreement at its sole discretion. This certification is attached hereto as "**Project Certification of Design,**

Construction, and Cost” and is hereby incorporated by reference and made part of this Agreement. If the certification, **“Project Certification of Design, Construction, and Cost,”** is not furnished to the **DEPARTMENT** within thirty-(30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

15. Furnish the **DEPARTMENT** upon completion of project, an **“AS BUILT Summary of Costs and Quantities,”** attached to **“Project Certification of Design, Construction, and Cost”** submitted as **“AS BUILT Summary of Costs and Quantities,”** which reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost.”** If the **“AS BUILT Summary of Costs and Quantities,”** is not furnished to the **DEPARTMENT** within (30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

SECTION FOUR - BOTH PARTIES AGREE:

1. If upon termination of this Agreement there remain any properties, materials or equipment, or surplus money belonging to the **DEPARTMENT**, the **COUNTY** shall account for the same and dispose of them as directed by the **DEPARTMENT**.
2. Disbursement to the **COUNTY** shall be made in a single lump sum payment after receipt of a **NOTICE OF AWARD/WORK ORDER,”NOTICE TO PROCEED”** and **“ESTIMATED SUMMARY OF COSTS AND QUANTITIES.”** Disbursement shall be made only when the contractor or local government personnel are performing actual work on route and termini specified in the approved program and verification of available funds.
3. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA to meet the match required.

4. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION FIVE -- THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create 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 a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SIX -- PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the **DEPARTMENT**.

SECTION SEVEN -- JURISDICTION:

By reason of the **DEPARTMENT'S** participation in the funding of this Project, the **DEPARTMENT** is not incorporating this Project into the state highway system, nor is the **DEPARTMENT** assuming any maintenance or user responsibility of liability for participation on this project.

SECTION EIGHT-- LEGAL COMPLIANCE:

The **COUNTY** shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this AGREEMENT, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The **COUNTY** shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION NINE -- EQUAL OPPORTUNITY COMPLIANCE:

The **COUNTY** 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 **COUNTY** agrees to assure that no person in the United States shall, on the grounds of race, 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 **COUNTY** is found to be not in compliance with these requirements during the life of this Agreement, the **COUNTY** agrees to take appropriate steps to correct these deficiencies.

SECTION TEN -- COUNTY'S PRIOR COSTS:

Any costs incurred by the **COUNTY** prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION ELEVEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The **COUNTY** shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The **COUNTY** shall furnish the DEPARTMENT and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the **COUNTY** shall reimburse that portion to the DEPARTMENT within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within thirty days.

SECTION TWELVE -- DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this AGREEMENT. The **DEPARTMENT** is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The **DEPARTMENT'S** decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION THIRTEEN-- UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the **DEPARTMENT**. These balances, if any, shall be reimbursed to the **DEPARTMENT** within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION FOURTEEN -- TERMS OF THIS 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 FIFTEEN -- TERMINATION:

1. This Agreement terminates on **December 31, 2013**.
2. If **COUNTY** fails to comply with any provisions of this Agreement, the **DEPARTMENT** has the option to terminate this Agreement.
3. If the Project is not completed by **December 31, 2013**, this Agreement shall automatically terminate. The **COUNTY** agrees to reimburse to the **DEPARTMENT** all unexpended **DEPARTMENT** funds disbursed in accordance with this Agreement.

SECTION SIXTEEN -- SCOPE OF AGREEMENT:

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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION SEVENTEEN -- 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 EIGHTEEN -- AMENDMENT:

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

SECTION NINETEEN -- EXECUTION OF AGREEMENT:

This Agreement shall not take effect until executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
District Three Engineer

VALENCIA COUNTY

By: See Attached _____ Date: _____
[Title]

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SP-3-13(911)
LGRF AGREEMENT



FY 13



APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SP-3-13(911)
LGRF AGREEMENT



APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SP-3-13(911)
LGRF AGREEMENT

FY 13

**APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY
2012.**

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SP-3-13(911)
LGRF AGREEMENT

FY 13

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request: Jacobo Martinez

Presentation at Meeting on: August 1, 2012

Date Submitted: July 27, 2012

Title of Request: Consideration of 2012-13 County Arterial Program (CAP) Cooperative Agreement

Action Requested of Commission:

Consideration of Cooperative Agreement with the New Mexico Department of Transportation

Information Background and Rationale

The CAP Program has been used to supplement county funds to improve county roadways and it's administered and approved by the NM Department of Transportation. The County has received a total of \$132,617. The state share of 75% (\$99,463) and County Share of 25% (\$33,154)

What is the Financial Impact of this Request?

There is a positive financial impact from this request. The County must however, contribute 25% of the total cost which totals \$33,154

Legal:

This Cooperative Agreement is in the standard form of contract from the New Mexico Department of Transportation. The agreement is acceptable as to form if Administration determines that the County has the ability to provide the matching funds and to meet the other obligations of the project which include maintaining records, administering the project and completing the project by December 31, 2013. A.N

Finance:

Matching funds have been budgeted. CC

County Manager:

No Comment B.S

Contract No. _____
Vendor No. 0000054407
Project No. CAP-3-13(432)
Control No. HW2- L300041

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**DEPARTMENT**", and the **County of Valencia**, herein referred to as "**COUNTY**".

In consideration of the covenants contained herein and pursuant to the NMSA, 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA as amended, and Commission Policy No. 44-92, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE -- PURPOSE:

The purpose of this Agreement is for the **Road improvements to various county arterials w/ pavement rehabilitation and misc. construction** within the control of **COUNTY**, Project No. **CAP-3-13(432)**, Control No. **HW2- L300041** thereafter referred to as "Project", is a joint and coordinated effort for which the **DEPARTMENT** and the **COUNTY** each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO -- PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One hundred thirty two thousand six hundred seventeen dollars (\$132,617.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **DEPARTMENT's share shall be 75%** **\$99,463.00**
Road improvements to various county arterials w/ pavement rehabilitation and misc. construction
 - b. The **COUNTY's** required proportional matching
Share shall be **25%** **\$33,154.00**
For purpose stated above

c. **Total Project Cost**

\$132,617.00

2. The **COUNTY** shall pay all Project costs, which exceed the total amount of **One hundred thirty two thousand six hundred seventeen dollars (\$132,617.00)**.

SECTION THREE -- COUNTY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform or contract to perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the **COUNTY's** estimate submitted to and approved by the District Engineer within thirty (30) days of execution of this agreement, or as otherwise agreed to in writing by the parties hereto.
3. Maintain all records and documents relative to this Agreement for a minimum of five (5) years.
4. Be responsible, as applicable, for all pre-construction activities, including, but not limited to, the following:
 - a. Utility relocation,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances,
 - f. Right(s)-of-way acquisition and maps, and,
 - g. Hazardous substance/waste site(s) contamination.
5. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the **DEPARTMENT**.

6. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.
7. Obtain all required written agreements or permits, when applicable, from all public and private entities.
8. Maintain all facilities constructed or reconstructed with Project funds.
9. Furnish the **DEPARTMENT'S District Three Office**, upon project completion, written certification, "**Project Certification of Design, Construction, and Cost**," which is hereby incorporated into this Agreement, that all work was performed with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; **DEPARTMENT** approved **COUNTY** established Specifications; or **DEPARTMENT** Specifications established for Local Government Road Fund projects.
10. Project shall be completed by the **COUNTY** by **December 31, 2013**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** may claim reimbursement from the **COUNTY** of all unexpended funds disbursed in the performance of this Agreement.
11. Allow the **DEPARTMENT** the right to inspect the Project for the purpose of determining if it is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment and materials.
12. Assume the lead planning and implementation role and be solely responsible for providing local matching funds.
13. Certify that the entire proportionate share of funds committed by **COUNTY** to the project described in **COUNTY**'s Estimate have been and are appropriated, budgeted, and approved for expenditure effective at such time as this Agreement is executed by the parties hereto.

14. Furnish the **DEPARTMENT** written "Project Certification of Design, Construction, and Costs." Failure to furnish the above certification to the **DEPARTMENT** shall amount to a material breach of this agreement and shall entitle the **DEPARTMENT** to cease performance of any obligation set forth in this agreement at its sole discretion. This certification is attached hereto as "**Project Certification of Design, Construction, and Cost**" and is hereby incorporated by reference and made part of this Agreement. If the certification, "**Project Certification of Design, Construction, and Cost,**" is not furnished to the **DEPARTMENT** within thirty-(30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.
15. Furnish the **DEPARTMENT** upon completion of project, an "**AS BUILT Summary of Costs and Quantities,**" attached to "**Project Certification of Design, Construction, and Cost**" submitted as "**AS BUILT Summary of Costs and Quantities,**" which reflect the total cost of project as stated in "**Project Certification of Design, Construction, and Cost.**" If the "**AS BUILT Summary of Costs and Quantities,**" is not furnished to the **DEPARTMENT** within (30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

SECTION FOUR - BOTH PARTIES AGREE:

1. If upon termination of this Agreement there remain any properties, materials or equipment, or surplus money belonging to the **DEPARTMENT**, the **COUNTY** shall account for the same and dispose of them as directed by the **DEPARTMENT**.
2. Disbursement to the **COUNTY** shall be made in a single lump sum payment after receipt of a **NOTICE OF AWARD/WORK ORDER,"NOTICE TO PROCEED"** and "**ESTIMATED SUMMARY OF COSTS AND QUANTITIES.**" Disbursement shall be made only when the contractor or local government personnel are performing actual work on route and termini specified in the approved program and verification of available funds.

3. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA to meet the match required.
4. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION FIVE -- THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create 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 a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SIX -- PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the **DEPARTMENT**.

SECTION SEVEN -- JURISDICTION:

By reason of the **DEPARTMENT'S** participation in the funding of this Project, the **DEPARTMENT** is not incorporating this Project into the state highway system, nor is the **DEPARTMENT** assuming any maintenance or user responsibility of liability for participation on this project.

SECTION EIGHT-- LEGAL COMPLIANCE:

The **COUNTY** shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this AGREEMENT, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The **COUNTY** shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION NINE -- EQUAL OPPORTUNITY COMPLIANCE:

The **COUNTY** 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 **COUNTY** agrees to assure that no person in the United States shall, on the grounds of race, 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 **COUNTY** is found to be not in compliance with these requirements during the life of this Agreement, the **COUNTY** agrees to take appropriate steps to correct these deficiencies.

SECTION TEN -- COUNTY 'S PRIOR COSTS:

Any costs incurred by the **COUNTY** prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION ELEVEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The **COUNTY** shall maintain all records and documents relative to the Project for a minimum if five years after completion of the Project. The **COUNTY** shall furnish the DEPARTMENT and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the **COUNTY** shall reimburse that portion to the DEPARTMENT within thirty days of written notification. If

documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within thirty days.

SECTION TWELVE -- DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this AGREEMENT. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The DEPARTMENT'S decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION THIRTEEN-- UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the DEPARTMENT. These balances, if any, shall be reimbursed to the DEPARTMENT within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION FOURTEEN -- TERMS OF THIS 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 FIFTEEN -- TERMINATION:

1. This Agreement terminates on **December 31, 2013**.
2. If COUNTY fails to comply with any provisions of this Agreement, the DEPARTMENT has the option to terminate this Agreement.

3. If the Project is not completed by **December 31, 2013**, this Agreement shall automatically terminate. The **COUNTY** agrees to reimburse to the **DEPARTMENT** all unexpended **DEPARTMENT** funds disbursed in accordance with this Agreement.

SECTION SIXTEEN -- SCOPE OF AGREEMENT:

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 understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION SEVENTEEN -- 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 EIGHTEEN -- AMENDMENT:

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

SECTION NINETEEN -- EXECUTION OF AGREEMENT:

This Agreement shall not take effect until executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
District Three Engineer

VALENCIA COUNTY

By: See Attached Date: _____
[Title]

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

CAP-3-13(432)
LGRF AGREEMENT

FY 13

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
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Lawrence Romero, Commissioner
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Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

CAP-3-13(432)
LGRF AGREEMENT

FY 13

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

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ATTEST:

Sally Perea, County Clerk

CAP-3-13(432)
LGRF AGREEMENT

FY 13

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

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ATTEST:

Sally Perea, County Clerk

CAP-3-13(432)
LGRF AGREEMENT

FY 13

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Jacobo Martinez

Individual Making Request: Jacobo Martinez

Presentation at Meeting on: August 1, 2012

Date Submitted: July 27, 2012

Title of Request: Consideration of 2012-13 School Bus Route (SB) Cooperative Agreement

Action Requested of Commission:

Consideration of Cooperative Agreement with the New Mexico Department of Transportation

Information Background and Rationale

The SB Program has been used to supplement county funds to improve county roadways and it's administered and approved by the NM Department of Transportation. The County has received a total of \$227,377. The state share of 75% (\$170,533) and County Share of 25% (\$56,844)

What is the Financial Impact of this Request?

There is a positive financial impact from this request. The County must however, contribute 25% of the total cost which totals \$56,844

Legal:

This Cooperative Agreement is in the standard form of contract from the New Mexico Department of Transportation. The agreement is acceptable as to form if Administration determines that the County has the ability to provide the matching funds and to meet the other obligations of the project which include maintaining records, administering the project and completing the project by December 31, 2013. A.N

Finance:

Matching funds have been budgeted. CC

County Manager:

No Comment B.S

Contract No. _____
Vendor No. 0000054407
Project No. SB-7713(977)13
Control No. HW2- L300047

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012 by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, herein referred to as "**DEPARTMENT**", and the **County of Valencia**, herein referred to as "**COUNTY**".

In consideration of the covenants contained herein and pursuant to the NMSA, 1978, Section 67-3-28, as amended, and Section 67-3-28.2 NMSA as amended, and Commission Policy No. 44-92, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE -- PURPOSE:

The purpose of this Agreement is for the **School bus route improvements to county wide roads w/ pavement rehabilitation and misc. construction** within the control of **COUNTY**, Project No. **SB-7713(977)13**, Control No. **HW2- L300047**, thereafter referred to as "Project", is a joint and coordinated effort for which the **DEPARTMENT** and the **COUNTY** each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the parties hereto.

SECTION TWO -- PROJECT FUNDING BY PARTIES:

- 1. The estimated total cost for the Project is **Two hundred twenty seven thousand three hundred seventy seven dollars (\$227,377.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **DEPARTMENT's share shall be 75%** **\$170,533.00**
School bus route improvements to county wide roads w/ pavement rehabilitation and misc. construction
 - b. The **COUNTY's** required proportional matching
Share shall be **25%** **\$56,844.00**
For purpose stated above

c. **Total Project Cost**

\$227,377.00

2. The **COUNTY** shall pay all Project costs, which exceed the total amount of **Two hundred twenty seven thousand three hundred seventy seven dollars (\$227,377.00)**.

SECTION THREE -- COUNTY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Pay all costs, perform or contract to perform all labor and supply all material, except as provided in Section Two of this Agreement, for the purpose as described in Section One for the construction work specified in the **COUNTY's** estimate submitted to and approved by the District Engineer within thirty (30) days of execution of this agreement, or as otherwise agreed to in writing by the parties hereto.
3. Maintain all records and documents relative to this Agreement for a minimum of five (5) years.
4. Be responsible, as applicable, for all pre-construction activities, including, but not limited to, the following:
 - a. Utility relocation,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances,
 - f. Right(s)-of-way acquisition and maps, and,
 - g. Hazardous substance/waste site(s) contamination.
5. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the **DEPARTMENT**.
6. Furnish the **DEPARTMENT**, upon demand, all records relevant to this Agreement and to allow the **DEPARTMENT** and State Auditor the right to audit all records, which support the terms of this Agreement.

7. Obtain all required written agreements or permits, when applicable, from all public and private entities.
8. Maintain all facilities constructed or reconstructed with Project funds.
9. Furnish the **DEPARTMENT'S District Three Office**, upon project completion, written certification, "**Project Certification of Design, Construction, and Cost,**" which is hereby incorporated into this Agreement, that all work was performed with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; **DEPARTMENT** approved **COUNTY** established Specifications; or **DEPARTMENT** Specifications established for Local Government Road Fund projects.
10. Project shall be completed by the **COUNTY** by **December 31, 2013**. Should this condition not be met, this Agreement shall automatically terminate. Should such termination occur, the **DEPARTMENT** may claim reimbursement from the **COUNTY** of all unexpended funds disbursed in the performance of this Agreement.
11. Allow the **DEPARTMENT** the right to inspect the Project for the purpose of determining if it is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the **DEPARTMENT**, shall result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment and materials.
12. Assume the lead planning and implementation role and be solely responsible for providing local matching funds.
13. Certify that the entire proportionate share of funds committed by **COUNTY** to the project described in **COUNTY's** Estimate have been and are appropriated, budgeted, and approved for expenditure effective at such time as this Agreement is executed by the parties hereto.
14. Furnish the **DEPARTMENT** written "Project Certification of Design, Construction, and Costs." Failure to furnish the above certification to the **DEPARTMENT** shall amount to a material breach of this agreement and shall entitle the **DEPARTMENT**

to cease performance of any obligation set forth in this agreement at its sole discretion. This certification is attached hereto as **“Project Certification of Design, Construction, and Cost”** and is hereby incorporated by reference and made part of this Agreement. If the certification, **“Project Certification of Design, Construction, and Cost,”** is not furnished to the **DEPARTMENT** within thirty-(30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

15. Furnish the **DEPARTMENT** upon completion of project, an **“AS BUILT Summary of Costs and Quantities,”** attached to **“Project Certification of Design, Construction, and Cost”** submitted as **“AS BUILT Summary of Costs and Quantities,”** which reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost.”** If the **“AS BUILT Summary of Costs and Quantities,”** is not furnished to the **DEPARTMENT** within (30) days of project completion, the **COUNTY** shall reimburse to the **DEPARTMENT** all funds disbursed in accordance with this agreement.

SECTION FOUR - BOTH PARTIES AGREE:

1. If upon termination of this Agreement there remain any properties, materials or equipment, or surplus money belonging to the **DEPARTMENT**, the **COUNTY** shall account for the same and dispose of them as directed by the **DEPARTMENT**.
2. Disbursement to the **COUNTY** shall be made in a single lump sum payment after receipt of a **NOTICE OF AWARD/WORK ORDER,”NOTICE TO PROCEED”** and **“ESTIMATED SUMMARY OF COSTS AND QUANTITIES.”** Disbursement shall be made only when the contractor or local government personnel are performing actual work on route and termini specified in the approved program and verification of available funds.
3. That no money in the Local Government Road Fund shall be used by the **DEPARTMENT** to administer any program, and no entity receiving a distribution

pursuant to a program requiring matching funds shall use another distribution made pursuant to Section 67-3-28.2, NMSA to meet the match required.

4. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION FIVE -- THIRD PARTY BENEFICIARY CLAUSE:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create 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 a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

SECTION SIX -- PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the DEPARTMENT.

SECTION SEVEN -- JURISDICTION:

By reason of the DEPARTMENT'S participation in the funding of this Project, the DEPARTMENT is not incorporating this Project into the state highway system, nor is the DEPARTMENT assuming any maintenance or user responsibility of liability for participation on this project.

SECTION EIGHT-- LEGAL COMPLIANCE:

The COUNTY shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this AGREEMENT, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including

laws and regulations hereafter enacted. The **COUNTY** shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION NINE -- EQUAL OPPORTUNITY COMPLIANCE:

The **COUNTY** 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 **COUNTY** agrees to assure that no person in the United States shall, on the grounds of race, 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 **COUNTY** is found to be not in compliance with these requirements during the life of this Agreement, the **COUNTY** agrees to take appropriate steps to correct these deficiencies.

SECTION TEN -- COUNTY'S PRIOR COSTS:

Any costs incurred by the **COUNTY** prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION ELEVEN -- ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The **COUNTY** shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The **COUNTY** shall furnish the DEPARTMENT and State Auditor, upon demand, any and all such records relevant to this AGREEMENT. If an audit finding determines that specific funding was inappropriate or not related to the Project, the **COUNTY** shall reimburse that portion to the DEPARTMENT within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within thirty days.

SECTION TWELVE -- DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this AGREEMENT. The **DEPARTMENT** is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The **DEPARTMENT'S** decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION THIRTEEN-- UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the **DEPARTMENT**. These balances, if any, shall be reimbursed to the **DEPARTMENT** within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION FOURTEEN -- TERMS OF THIS 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 FIFTEEN -- TERMINATION:

1. This Agreement terminates on **December 31, 2013**.
2. If **COUNTY** fails to comply with any provisions of this Agreement, the **DEPARTMENT** has the option to terminate this Agreement.
3. If the Project is not completed by **December 31, 2013**, this Agreement shall automatically terminate. The **COUNTY** agrees to reimburse to the **DEPARTMENT** all unexpended **DEPARTMENT** funds disbursed in accordance with this Agreement.

SECTION SIXTEEN -- SCOPE OF AGREEMENT:

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice Chair
District II

Mary J. Andersen, Commissioner
District I

Lawrence Romero, Commissioner
District III

Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SB 7713(977)13
LGRF AGREEMENT

FY 13

APPROVED, ADOPTED AND PASSED ON THIS 18TH DAY OF JULY 2012.

BOARD OF COUNTY COMMISSION

Donald E. Holliday, Chair
District V

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Ron Gentry, Commissioner
District VI

ATTEST:

Sally Perea, County Clerk

SB 7713(977)13
LGRF AGREEMENT

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District VI

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SB 7713(977)13
LGRF AGREEMENT

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District VI

ATTEST:

Sally Perea, County Clerk

SB 7713(977)13
LGRF AGREEMENT



FY 13

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Bruce Swingle
Individual Making Request: Bruce Swingle
Presentation at Meeting on: August 1, 2012
Date Submitted: July 23, 2012
Title of Request: Abolish County Director employment contracts

Action Requested of Commission:

Consideration to abolish all Valencia County director employment contracts

Information Background and Rationale:

Currently, five county directors function under employment contracts, e.g., Community Services, Detention, HR, Finance, Public Works. Four directors do not have contracts, e.g., Emergency Services, Fire Services, IT and Purchasing. This situation makes it difficult to manage personnel issues timely and to reorganize operations for the better of the government.

Eliminating contracts will allow directors the same rights afforded county employees. Directors will be classified as "classified exempt" under the county's personnel policy.

What is the Financial Impact of this Request?

None

Legal:

The employment contracts between the Board of County Commissioners and its directors create binding contractual rights and obligations between both parties regarding the terms and conditions of employment with the County. For instance, a director under contract may be terminated without cause by the Board but that employee would be entitled to a severance package. If the contracts are eliminated the directors would become protected by the just cause standards of the personnel policy, (they still will not be eligible for FLSA overtime) and would not be entitled to severance packages. It is important to understand that because the contract(s) impose rights and obligations on both parties they cannot be terminated without the mutual consent of both parties. Consequently, if the Board is interested in eliminating these contracts the Board should delegate its authority to the Manager to approve an agreement to rescind each individual contract on its behalf. ARN

Finance:

No negative financial impact. CC

County Manager:

Individual making request. BS

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VALENCIA COUNTY

Board of County Commissioners

Agenda Request Form

Department Head: Bruce Swingle

Individual Making Request: Bruce Swingle, Loretta Tollefson & David Pennella

Presentation at Meeting on: August 1, 2012

Date Submitted: July 20, 2012

Title of Request: Request to Include Valencia County in the Albuquerque MPA

Action Requested of Commission:

Consideration to approve a resolution to Designate Valencia County as a member of the Metropolitan Planning Area (MPA)

Information Background and Rationale:

Federal regulations require every urbanized area over 50,000 population to become part of a metropolitan planning area (MPA) for purposes of planning transportation projects and allocating and programming federal highway and transit funds. The Mid-Region COG is the designated Metropolitan Planning Organization for the Albuquerque MPA. Should Valencia County want access to these funds, the County must either join the Mid-Region MPO or form its own MPA/MPO. The county can join the Mid-Region MPO at no cost or form its own MPA/MPO at an estimated annual cost of \$326,250.

What is the Financial Impact of this Request?

Participation will not have an adverse affect on the budget; participation will make the county eligible for federal transportation funds.

Legal:

It is in the Board's discretion as to whether it is in the County's best interest to become a member of Metropolitan Transportation Board of the Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments. ARN

Finance:

Valencia County finances will not be negatively affected by the requested action. CC

County Manager:

Individual making request. BS

**VALENCIA COUNTY
RESOLUTION 2012-__**

**PETITIONING THE METROPOLITAN TRANSPORTATION BOARD OF
THE MID-REGION METROPOLITAN PLANNING ORGANIZATION TO
INCLUDE THE COUNTY OF VALENCIA AND THE MUNICIPALITIES
THEREIN IN THE ALBUQUERQUE METROPOLITAN PLANNING
AREA IN ACCORDANCE WITH 23 CFR 450**

WHEREAS, the United States Census Board has completed the compilation of data from the 2010 Census; and

WHEREAS, the United States Census Bureau has designated an area within Valencia county as the Los Lunas Urbanized Area (UZA) which has a 2010 Census population of 63,758; and

WHEREAS, Federal Regulations require all urbanized areas with a population greater than 50,000 to participate in the metropolitan transportation planning process to receive and Expend federal surface transportation funds; and

WHEREAS, Valencia County and all municipalities within Valencia County are already full participating members of the Mid-Region Council of Governments; and

WHEREAS, the Mid-Region Council of Governments is the designated Metropolitan Planning Organization (MPO) for the Albuquerque Metropolitan Planning Area (AMPA) in accordance with 23CFR 450; and

WHEREAS, the Metropolitan Transportation Board (MTB) is the governing body of Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments; and

WHEREAS, parts of Valencia County are currently included in the AMPA and participate as full-voting members of the MTB; and

WHEREAS, Valencia County and the municipalities within the County are part of the Rio Metro Regional Transit District which encompasses all of the area included in the Albuquerque Metropolitan Area (AMPA); and

WHEREAS, the Rio Metro Regional Transit Director provides transit service within Valencia County and service from Valencia county to Albuquerque and Santa Fe; and

WHEREAS, Valencia County is part of the Albuquerque standard Metropolitan Statistical Area (SMSA) which is established by the United States Census Bureau to encompass areas economically tied together; and

WHEREAS, a fully coordinated and integrated transportation system serving all of Valencia County as well as the rest of the metropolitan area is desirable and can be achieved through a cooperative transportation planning process; and

WHEREAS, the Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments has been established under Federal Regulations (23 CFR 450) to provide continuous, cooperative and comprehensive transportation planning process;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of the County of Valencia that it hereby requests the Metropolitan Transportation Board of the Mid-Region Metropolitan Planning Organization of the Mid-Region Council of Governments to revise the boundaries of the Albuquerque Metropolitan Planning Area to include all of the County of Valencia and the municipalities therein;

AND BE IT FURTHER RESOLVED, the Board of County Commissioners shall exercise its right in accordance with the Bylaws of the Mid-Region Metropolitan Planning and Organization to become a full-voting member of the Metropolitan Transportation Board and all committees.

PASSED APPROVED AND ADOPTED this _____ day of _____, 2012.

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

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Joe Chavez, Warden

Individual Making Request: Joe Chavez, Warden, Rebecca Granger, PMH-NP

Presentation at Meeting on: August 1, 2012

Date Submitted: July 23, 2012

Title of Request: Increase in compensation for services to Valencia Family Medicine & Express Care for RFP #191.

Action Requested of Commission: Consideration for approval to increase payment from \$222,000.00 to \$276,000.00 per contract year. Payment would go from \$18,500.00 to \$23,000.00 monthly. If approved I would like the Commission to consider it retroactive effective July 1, 2012.

Information Background and Rationale Valencia Family Medicine is requesting an increase in financial reimbursement of \$54,000.00 per year to provide the additional following services:

Access to Valencia Family Medicine & Express care clinic, this will assist in diagnosing and treating inmates for Emergency and Non-Emergency medical treatment which would save in ambulance fees, emergency room fees, less overtime for Detention Officers waiting at the Emergency room leaving the facility short of staff. This will reduce liability.

Increase in Mental Health therapy services. This will reduce liability.

Transition un-licensed nursing staff to licensed nursing staff. This will reduce liability.

Compensation for GRT tax that was not taken into consideration in current contract.

Increase medical provider hours to begin scheduled and routine chronic care clinics for chronic disease management.

What is the Financial Impact of this Request?

Legal:

The Contract with Valencia County Medicine provides the Commission with the discretion to consider modifications, though it appears that some of the items for which the Contractor is seeking additional compensation are items that should be borne by the Contractor and not the County. For instance, the Contractor, and not the County, would traditionally bear the costs of the transition of unlicensed nursing staff to licensed nursing staff. Any increase in the contract sum rests within the sound discretion of the Board. D.P.

Finance:

Additional funds have been approved in FYE 13 budget. CC

County Manager:

The increase in services is part of the Warden's overall plan to improve inmate medical and mental health services.

Valencia Family Medicine & Express Care
311 S. Los Lentes
Los Lunas, NM 87031
(505) 565-2232
Fax (505) 565-2272

Re: RFP #191 Letter Transmittal

July 1, 2012

To Whom It May Concern:

We the submitting organization, Valencia Family medicine & Express Care, submit this letter of transmittal. Below is the outlined organizational structure for our proposal to provide medical and psychiatric management of services for Valencia County Detention Center:

B. Organization Contractual Obligate: Leona Herrell, FNP-C, Owner
Kathy Fresquez-Chavez, FNP-C, Owner

C. Contract Negotiator: Rebecca Otero-Granger, PMH-NP

D. Contract Clarification Contacts:
Leona Herrell FNP-C, Owner
Kathy Fresquez-Chavez, FNP-C, Owner
(505) 565-2232
Fax (505) 565-2272

We, Valencia Family Medicine & Express Care declare our acceptance of the Conditions as outlined below, as per the Conditions Governing the Procurement stated in Section III, Paragraph C. 1 of RFP # 191; medical and psychiatric management services for Valencia County Detention Center.

We, acknowledge that there are two addenda to this RFP from Valencia County Detention Center. The first of two addenda is included in the original RFP. As the second addenda we, Valencia Family Medicine, are requesting an increase in financial reimbursement of \$54,000 per year in order to provide the additional following services:

- Access to Valencia Family Medicine & Express Care clinic, this will assist in diagnosing and treating inmates for non-emergency medical treatment which would save in Ambulance fees, Emergency room fees, less overtime for officers waiting at the Emergency room leaving the facility short of staff.
- Increase in mental health therapy services which will reduce liability.
- Transition un-licensed nursing staff to licensed nursing staff which would reduce liability.
- Compensation for GRT taxes that were not taken in consideration in current contract.
- Increase medical provider hours to begin scheduled and routine chronic care clinics for chronic disease management.

SIGNATURE: Leona Herrell DATE: 7/1/12
Leona Herrell, FNP-C, Owner

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Glenda Chavez

Individual Making Request: Jose Campos

Presentation at Meeting on: August 1, 2012

Date Submitted: July 11, 2012

Title of Request: Consideration of Contract from the Nutrition Service Incentive Program

Action Requested of Commission:

Approve the Nutrition Service Incentive Program (NSIP) Contract.

Information Background and Rationale

The grant is received from the Non-Metro New Mexico Area Agency on Aging in the amount of \$75,128.00 for the purchase of agricultural commodities for the preparation of standard and home delivered meals.

What is the Financial Impact of this Request?

Increase of funds in the amount of \$75,128.00 to the Older Americans Program for the specific purpose of purchasing agricultural commodities. The term of this contract is during the period of July 1, 2012 through June 30, 2013.

Legal:

The contract is acceptable as to form. AN

Finance:

Revenue has been budgeted. CC

County Manager:

No Comment. BS



PO Box 5115, Santa Fe, NM 87502 1-866-699-4927

MEMORANDUM

To: Providers/Contractors

From: Jenny D Martinez, AAA Director *JM*

Date: June 14, 2012

Re: Nutrition Service Incentive Program (NSIP) Contract

Enclosed you will find two signed Nutrition Service Incentive Program (NSIP) contracts and Notification of Grant Awards (NGA) for fiscal year 2012/13. Please ensure both contracts and notification of grant award documents are signed by the appropriate individual(s). Keep one set for your records and return the other set for full execution to:

**NCNMEDD Non-Metro Area Agency on Aging
P.O. Box 5115
Santa Fe, NM 87502**

Be advised this is the entire contract amount for the fiscal year. Please do not hesitate to contact Nancy Arias via e-mail at narias@ncnmedd.com if you have questions.

**NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

This Agreement is made and entered into this 1st day of July 2012, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- J. **Ensure eligible participants are assessed and registered in SAMS.**

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed **\$75128** for eligible meals served during the period July 1, 2012 through June 30, 2013 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2013, unless terminated pursuant to paragraph 5, infra.

5. Termination

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor 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. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. Status of Contractor

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. Assignment

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

8. Subcontracting

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

9. Records and Audit

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2012 to June 30, 2013. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

10. Appropriations

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

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Product of Services; Copyright

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

13. Conflict of Interest

The Contractor warrants that it 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 service required under this Agreement.

14. 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, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national

origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. Confidentiality

The use or disclosure of any information concerning a recipient of assistance or service, for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

17. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

18. Penalties for Violation of law

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 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.

19. Scope of Agreement

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, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. Applicable Laws

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

21. Internal Dispute Mediation

The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall

- include a statement of the matter in controversy.
- 3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
- 4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
- 5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
- 6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

22. Invalid Term or Condition

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

23. Enforcement of Agreement

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

24. 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:

Agency:

NCNMEDD
Attn: Jenny Martinez
P.O. Box 5115
Santa Fe, NM 87502

Contractor:

25. Other Provisions

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification

Neither 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 limitation of the New Mexico Tort Claims Act.

27. Authority

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

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2012.

Valencia County
Legal Name of Vendor/Contractor

NCNMEDD Non-Metro AAA
Name of Area Agency on Aging

Signature


Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

JUN 18 2012
Date

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Valencia County ADDRESS: PHONE:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE 06/12/12
		FROM: 07/01/2012 TO: 06/30/2013		New/Cont: X Revision: Other:		
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$75,128.00	0.00				\$75,128.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$75,128.00	\$0.00				\$75,128.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost		\$75,128.00	8. Federal/State Shares will be Comprised of: a. Federal/State grant unearned in previous FY Federal: 0.00 project year(s) FY State: 0.00			
2. LESS Anticipated Project Income		\$0.00				
3. Estimated Net Cost		\$75,128.00	b. Carry Over 0.00			
4. Non-federal and Non-state Share of Net Cost		\$0.00				
5. Project Income (Used as Match)		\$0.00	c. New Obligational Authority Herein FY Federal: \$75,128.00 Awarded			
6. Federal Share of Net Cost		\$75,128.00				
7. State Share of Net Cost		\$0.00				
<div style="border: 1px solid black; padding: 5px;"><div><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</div><div><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</div><div><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</div><div><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</div><div><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</div><div><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</div></div>						
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none">1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.8. Inventory of project equipment will be maintained and submitted as requested.9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.						
Signature of Area Agency on Aging Authorizing Official:			We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
<div style="text-align: center;"> JUN 12 2012</div>			Date:			
			Date:			
Signature:			Date:			

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Michael Vinyard
Individual Making Request: Michael Vinyard
Presentation at Meeting on: August 1, 2012
Date Submitted: July 23, 2012
Title of Request: Purchasing Ethics Policy

Action Requested of Commission: Approval of an ethics policy related to purchasing and procurement in Valencia County.

Information Background and Rationale: The County currently has no formal ethics policy addressing purchasing. The proposed ethics policy will formalize the procedures and expectations that all County personnel, who are dealing with purchasing related matters, should already be adhering to. Additionally, the implementation of a formally approved purchasing ethics policy is one best practice and criteria for the "Achievement of Excellence in Procurement" award that we are seeking to earn during the 2012-2013 award cycle.

What is the Financial Impact of this Request? None

Legal:

The adoption of an ethics policy in purchasing will restore confidence and integrity in the purchasing process, and will subject employees to discipline for its violation. This policy is consistent with an employee's statutory obligations under the Governmental Conduct Act. D.P.

Finance:

No negative financial impact. CC

County Manager:

Purchasing staff are adhering to this code; however, the county must formalize the practice as well as several others to receive national certification.

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VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Michael Vinyard
Individual Making Request: Michael Vinyard
Presentation at Meeting on: August 1, 2012
Date Submitted: July 23, 2012
Title of Request: Purchasing Card Program

Action Requested of Commission: Authorization to implement a formal Procurement Card ("P-Card") program within Valencia County government to replace the existing as-hoc and uncontrolled multiple credit card system. The contract for the official implementation of the P-Card system will be brought forward to the Board of County Commissioners, as a separate action, for approval prior to actual implementation.

Information Background and Rationale: The County is currently utilizing multiple credit accounts and cards for purchases of a variety of items and services. This "system" of credit/credit card usage has apparently evolved over many years, possibly based on the needs of the moment. It has no written operating procedures and few, if any, controls or oversight in place. During the past fiscal year, purchases made through this informal purchasing card system have totaled about \$100,000.

Implementation of a formal and proper P-Card system will allow the closing of most of the current accounts, with any deemed valuable to the County and not being covered by the proposed P-Card program being the exception. The new program will be through the Bank of America and will be procured by "piggybacking" on an existing University of New Mexico P-Card program contract that specifically allows for use by New Mexico Local Public Bodies such as Valencia County.

The proposed program, under Bank of America, allows for significant control and oversight. Monthly statements will be made available to supervisors at the department level for confirmation of the validity of purchases and approval for payment. The program will require only a single check be issued monthly to pay the balance due. (This is a "full pay at the end of the billing cycle" program. There will be no extended or "revolving" balance as with traditional credit cards.)

The number of P-Cards to be issued initially will be extremely limited with very tight controls and small purchase authorization levels in place. Where the cards can be used and what can be purchased will also be tightly controlled to start with. (Attempts to make purchases that exceed the card holders "credit limit" or at businesses or for items not specifically allowed will be reported to the card holder's supervisor by e-mail notification.) Once the program is proven and any initial issues resolved, then higher purchase limits and broader freedom of use can be considered on a card-by-card basis.

What is the Financial Impact of this Request? None – there is no cost to utilize this program. Additionally, if the total annual spend exceeds \$250,000 then the County may be eligible for rebates provided for under the UNM contract. Based on the current maverick spend of about \$100,000 through existing credit accounts, and my projection of usage of the new P-Cards, I feel we will exceed that level and be eligible for rebates.

Please note that this program will likely require a significant investment of staff time, initially, to set it up and establish the operational rules and allowable purchase levels. After the program has settled into routine usage, it will continue to require oversight but at a reduced level. These resources will come primarily from Finance and Purchasing. There should be a significant associated reduction in paperwork which will free up resources to accomplish these needs.

Legal:

The proposed p-card program will impose greater controls on purchasing in the County, and will afford the County the opportunity for greater oversight in County-wide spending. The decision as to whether to implement any such program rests within the sound discretion of the Board. D.P.

Finance:

A p-card program will have to be monitored by the finance department. There is no expense related to this program. There will be no negative financial impact. CC

County Manager:

No comment. BS
