



**September 19, 2012**

**Agenda**

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

**Board of County Commissioners**

<i>Donald E Holliday, Chair</i>	<i>District V</i>
<i>Georgia Otero-Kirkham, Vice-Chair</i>	<i>District II</i>
<i>Mary Andersen</i>	<i>District I</i>
<i>Lawrence R. Romero</i>	<i>District III</i>
<i>Ron Gentry</i>	<i>District IV</i>

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

Approved:

1. September 5, 2012 – (Business Meeting)

• **Presentations:**

*None*

• **Discussion / Non-Action Items**

*None*

• **Action Items**

***BOARD OF COUNTY COMMISSIONERS CONVENES AND INDIGENT CLAIMS BOARD***

- 5) Consideration of/for Indigent Report and 2 Appeals: ***Barbara Baker***

***BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS***

- 6) Consideration for approval to enter into A MOU with the American Society for the Prevention of Cruelty to Animals (ASPCA): ***Eric Tanner***
- 7) Consideration of Application 824298 to Jonathan P. Chavez dba Camino Real Winery, INC, 13 Tome Hill Rd, Hwy 47, Los Lunas, New Mexico for a wine Grower Liquor License: ***Sally Perea***
- 8) Consideration of transfer of Liquor License No. 0600 to Dennis V. Chavez L.L.C., 24 Dailes Rd, Los Lunas NM 87031 from Golf Classic Resort L.L.C. dba Tierra Del Sol Golf and Country Club, 1000 Golf Course Rd., Belen, NM: ***Sally Perea***
- 9) Consideration for approval to amend the Zoning Map from O-D to I-3.: ***Jacobo Martinez***
- 10) Consideration to approve an appeal of a decision made by Planning & Zoning Commission to deny a Site Development Plan. : ***Jacobo Martinez***
- 11) Agreement for Inmate Confinement between San Miguel and Valencia County: ***Joe Chavez***
- 12) Consideration to approve Solid Waste RFP (VCR-FY13-005). Authorization to Initiate Formal Procurement: ***Mike Vinyard***

- 13) Consideration of approval of a Joint Powers of Agreement (JPA) with the City of Belen for the creation of a Valencia COUNTY Hospital: **Commissioner Donald Holliday**

• **Financial Matters**

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

- 15) Consideration to approve Resolution 2012-\_\_\_\_\_ for revisions to FY13 Budget: **Nick Telles**

• **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) (5) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation **Barela v. BOCC**; c. real property: d. other: **AFSCME Council 18, Local 2745 Bargaining** 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.

• **Executive Session Action Items**

- (13) Delegation of Settlement Authority to Manager for Barela v. BOCC

- (14) Consideration of Collective Bargaining Agreement with AFSCME Council 18, Local 2745

• **Next Commission Meeting**

♦ **October 3, 2012 – Business Meeting @ 9:30 P.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**

**September 5, 2012**

<b>PRESENT</b>	
	Donald E. Holliday, Chairman
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 Vice Chair Georgia Otero-Kirkham at 9:30 A.M. Chairman Holliday was not present for today's Business Meeting.

2) Madam Chair Otero-Kirkham led the Pledge of Allegiance.

**3) Approval of Agenda**

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

**4) Approval of Minutes:**

August 3, 2012 Business Meeting

August 8, 2012 Public Hearing Meeting

August 15, 2012 Business Meeting

Commissioner Andersen moved for approval of the minutes of August 3, 2012 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Romero moved for approval of the August 8, 2012 Public Hearing Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

Commissioner Romero moved for approval of the minutes of August 15, 2012 Business Meeting. Seconded by Andersen. Motion carried unanimously.

**PRESENTATION(S)**

**5) Valencia County Juvenile Justice Board –Cynthia Ferrari**

Ms. Ferrari presented an update and a re-cap of their activities and programs for the past fiscal year. This is their first full fiscal year as a Juvenile Justice Board and they served 257 youth in this past year. There's been a lot of progress and a lot of changes. Judge Garcia formally known as Judge Gallegos is now the sole chair and Ms. Price is vice chair. Some of the programs included in the update were the RAK, the Mentor Program, Teen Court, Juvenile Drug Court and their second annual retreat is planned for September 13<sup>th</sup>. Commissioner Andersen thanked Ms. Ferrari for all her efforts because as important as the money is, what she is doing to help the youth stay out of jail and to teach them better practices is really the goal.

**6) Rio communities Incorporation Committee – Mark W. Gwinn**

Mr. Gwinn said they did request this to be placed on the agenda as an action item but was placed on the agenda as a presentation. He is requesting that this be moved to an action item. He has provided a packet that the Rio Communities Committee has put together on the incorporation along with a map, the signed petition and their intent to move forward as a corporation. They are seeking a date to have their community vote to incorporate in January. They feel their community is ready and wants to become its own government. The incorporated area will include Rio Communities, Chamisa and the Senior Mobile Park that runs along Hwy 304 will be included in their foot print.

County Attorney Adren Nance stated what the county commission would have to do is once they have the petitions with signatures, the incorporation map drawn out, then the Rio Communities incorporation would come to the commission and request a census to be performed. The census would calculate the number of people that are potentially going to vote in this election that would be held.

Minutes of Sept 5, 2012 Regular Business Meeting

Mr. Gwinn said they had requested from the previous time to accept their 2010 census which is in the blueprint of their footstep.

Madam Chair asked so if that's been done does the County Clerk's Office still have to do that?

Mr. Nance said he does not know that as he was not aware that Mr. Gwinn already had a census.

Commissioner Gentry said it's been done in the past and what would have to be done would be to authorize the use of census for that purpose which is a very recent census and it does correlate. Rather than go into a \$6,000.00 - \$8,000.00 census study, they'll accept the U.S. Census as validate. Commissioner Gentry believes this is what Peralta did.

Madam Chair said the commission can hold a special meeting on Monday September 10<sup>th</sup> @10:00 A.M. to place this on the agenda as an action item for approval of the Rio Communities census.

Commissioner Gentry said the census needs to be done, set the approval date for an election and at that meeting determine who and how to pay for that election. Those three things need to be done.

Commissioner Andersen asked if the county clerk needed to verify the signatures on the petition.

Mr. Nance stated the Board of County Commissioners would request the clerk verify the signatures.

County Clerk Sally Perea said yes, it can be done.

**DISCUSSION (Non-Action) ITEM(S)**

**7) Infrastructure Capital Improvement Program – Jacobo Martinez**

Code Enforcement Director Jacobo Martinez stated this is a plan that establishes planning priorities for anticipated capital projects. The state coordinated ICIP processing granted for the development of capital improvements so that they do not find themselves in an emergency situation. The due date for the Capital Improvement Program is October 1<sup>st</sup> and is a discussion item so the commission can take a look at the listed capital improvement projects. It can be discussed, then make a resolution for the meeting of September 19, 2012.

County Manager Bruce Swingle said the county will be submitting a list of about thirty-three different projects and it was recommended that it be narrowed down to a more focused effort in order to be successful in getting as much money as possible for Valencia County and he would encourage the county to immediately setup a committee and address this in order to narrow their focus a little more than throwing up a wish list of thirty-three different items. The Legislative Delegation seems to think that Valencia County would be more successful in returning monies to Valencia County if we'd narrow our focus and our purpose. Mr. Swingle would like to have the finance director, Jacobo Martinez and some commissioner's on this committee. Commissioner Gentry said his recommendation would be rather than narrowing it down to three or four that they place three or four on the top but leave everything as a request.

Commissioner Andersen said she doesn't agree with leaving the hospital planning on the list. It's been planned to death at this point and the county will probably never get it anyway and if we did what are we going to do with it. Commissioner Andersen said she would love to be on the committee.

**ACTION ITEMS:**

**8) Consideration of 2012 Capital Appropriation Project HB191- Jacobo Martinez**

Madam Chair Otero-Kirkham said she is happy to report that Fire Station Road in her district did receive \$100,000.00 for design, construction and repair. Madam Chair Otero-Kirkham motioned for approval. Seconded by Commissioner Gentry. Motion carried unanimously.

**9) Findings of Facts and Conclusion of Law- Jacobo Martinez**

Madam Chair Otero-Kirkham said this was zoning on 2975 Hwy 47, Los Lunas, NM. Commissioner Gentry moves for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**10) Agreement for Inmate Confinement between Santa Fe and Valencia County – Joe Chavez.**

Warden Chavez stated that Valencia County already has an agreement with Santa Fe County, this is a renewal and the only difference is that previously Valencia County was being charged \$85.00 a day plus a \$20.00 booking fee. With the renewal of the contract the \$20.00 booking fee will be eliminated.

Minutes of September 5, 2012 Business Meeting

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

**11) Agreement for Inmate Confinement Between Roosevelt and Valencia County – Joe Chavez.**

Warden Chavez said this is the first agreement with Roosevelt County and is just being proactive in the event the facility would need to be evacuated and they would have an additional place to send the inmates. This is for backup.

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

**12) Request to Accept Capital Outlay Appropriation – Sheriff Louis Burkhard**  
Valencia County Sheriff Burkhard stated his department was awarded by the Legislature \$202,500.00 to purchase vehicles which will cover the purchase of six new vehicles.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**13) Mutual / Automatic Aid Agreement with Socorro County – Steven Gonzales**

Mr. Gonzales said this agreement between Valencia County and Socorro is for personnel and equipment to come in and support Valencia County in the event of an emergency or disaster that exceeds the resources available within Valencia County. Valencia County has been supporting northern Socorro for quite a while.

Commissioner Gentry asked how many runs does Valencia County make into Socorro County out of our districts area and how often has Socorro responded to Valencia County.

Mr. Gonzales said he doesn't have exact numbers but there are quite a few into Socorro County. There are more medical than fire which is a substantial number. It is substantially less, very little for Socorro County coming into Valencia County being that Valencia County has been supporting northern Socorro County area for quite a while.

Commissioner Gentry said he believes Socorro never comes into Valencia County and we run several times a week into Socorro. For five years we have asked for a compensation agreement with Socorro County because there's no equipment in Northern Socorro County that he's aware of. If you were to research what Valencia County is spending going into Socorro County every month it would be substantial and feels the commission ought to get a reimbursement schedule? Commissioner Gentry would also like to get some figures for going into northern Socorro per month or per year.

County Manager Bruce Swingle said he was not aware of this but if it the commission would like for him to work with the Socorro County manager and pull the numbers together to see what the costs are for Valencia County, he will do that.

Commissioner Gentry moved for approval of the Mutual Aide Agreement. Seconded by Commissioner Andersen to include directing the Valencia County Manager Bruce Swingle meet with the Socorro County Manager to see what can be negotiated. Motion carried unanimously.

**14) Mutual / Automatic Aid Agreement with Bernalillo County – Steven Gonzales**

Mr. Gonzales said this would be more of a response to Valencia County. It has been very minimal that Valencia County has had to go into Bernalillo County to support them but if Valencia County had the need they would definitely come to Valencia County to support us.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**15) Award of Audit Services Contract, RFP (#VCR-Fy13-001) – Mike Vinyard**

Commissioner Andersen moves for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**16) Approval of Solid Waste RFP (#VCR-FY13-005), Authorization to Initiate Formal Procurement – Mike Vinyard.**

Commissioner Gentry thanked Mr. Vinyard for all his hard work putting this together but feels the commission needs to look at this a bit further as he has several questions and concerns that need to be clarified. His preference is to have the commission sit down with the Procurement Department and the manager and have the commission go over what's in the RFP (Request for Proposal) before it's put out for bid.

Commissioner Andersen said about two weeks ago the commission had a workshop with Mr. Vinyard in which the commission went over many of the items that are covered in this RFP and at that time also received a draft of the RFP. She sent some comments to Mr. Vinyard by email and had her questions answered. This draft had been available to all the

commissioners for that length of time and to wait until now to start asking questions, she finds it indefensible. She would be happy to listen to Commissioner Gentry's questions but they need to get this done. They have stalled this action in this county for at least twenty years.

Madam Chair Otero-Kirkham said this has been an eight year process for her and agrees with Commissioner Andersen that the Commission needs to move on this.

Commissioner Andersen said the goal is to get a proposal from people who can and are willing to work with the county to provide us with a service the county desperately needs. The commission can work on the conditions for that contract after they get the proposal and who knows what that might bring, but this is not a contract. We are not bound by it and it can be changed tomorrow.

Commissioner Andersen moved for approval. Seconded by Madam Chair Otero-Kirkham. Commissioners Gentry and Romero voted no. Motion fails.

Madam Chair Otero-Kirkham said she would like for everyone to understand that all the commission did was not approve this particular draft of the RFP and that corrections can be made and a new RFP can be brought forward again.

**17) Award of Legal Services Contract, RFP (#VCR-FY12-597) – Michael Vinyard.**

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**FINANCIAL MATTERS:**

**18) Consideration of Approval – Payroll / Warrants – Christina Card**

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**PUBLIC COMMENT:**

Those individuals making comments at today's Business Meeting were Valencia County residents Tom Mraz, Jim Crawford, Mike Wood, Clarke Metcalf and Mr. Clemmons.

**EXECUTIVE SESSION**

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

Commissioner Gentry moved to go into Executive Session. Seconded by Commissioner Romero. Roll call, Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Madam Chair Otero-Kirkham voted yes. Motion carried 4-0.

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

County Attorney Adren Nance stated items discussed in Executive Session were limited to the matters listed on the agenda and stated in the motion for closure which were Code Enforcement Officer Michael Marquez and Barela vs. BOCC. No final action was taken.

Commissioner Romero moved for approval of the summary as stated by counsel. Seconded by Commissioner Gentry. Roll call, Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Madam Chair Otero-Kirkham voted yes. Motion carried 4-0.

**NEXT COMMISSION MEETING:**

Special Meeting will be held on September 10, 2012 @ 10:00 A.M. in the County Commission Room at the Valencia County Courthouse.

Next Public Hearing Meeting of the Valencia County Board of County Commission will be held on September 12, 2012 Business Meeting @ 5:00 P.M. in the Valencia County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM 87031.

**11) Adjournment**

Commissioner Romero moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME: 12:51 P.M.

Minutes of September 5, 2012 Business Meeting

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the September 5, 2012 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**DONALD E. HOLLIDAY, CHAIRMAN**

\_\_\_\_\_  
**GEORGIA OTERO-KIRKHAM, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**RON GENTRY, MEMBER**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**SALLY PEREA, COUNTY CLERK**

\_\_\_\_\_  
**DATE**  
\_\_\_\_\_



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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Dan Zolnier  
**Individual Making Request:** Barbara Baker  
**Presentation at Meeting on:** September 19, 2012  
**Date Submitted:** September 10, 2012  
**Title of Request:** Consideration of/for Indigent/Appeals request

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**Action Requested of Commission:**

Consideration of Indigent Report for September 19, 2012  
Consideration for 2 Appeals for September 19, 2012

**Information Background and Rationale**

One report with 91 claims (please see attached)  
Two Indigent Appeals (please see attached)

**What is the Financial Impact of this Request?**

\$56,443.94 recommended for approval of the Indigent Report  
\$4,000.00 recommended for approval of the two Indigent Appeals

**Legal:**

The report and appeals are in order and are germane for the Board of County Commissioners

**Finance:**

There are sufficient funds in the Indigent Fund for the indigent report and the two appeals. The current balance in the Indigent Fund is \$2,730,064.16

**County Manager:**

No Comment. BS



## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

September 19, 2012

Dear Commissioners,

I would like to present the Indigent Claims from August 2, 2012 to September 7, 2012. The amount of claims submitted is \$1,377,790.49. I ask the Commission to approve \$56,443.94 and to deny \$1,321,346.55. There were 91 claims submitted, the breakdown is as follows;

- 52 - 57.14% - UNM Health Sciences Center
- 17 - 18.68% - Living Cross Ambulance
- 13 - 14.28% - Presbyterian Hospital
- 5 - 5.50% - Lovelace Medical Center
- 1 - 1.10% - Radiology Associates
- 1 - 1.10% - Presbyterian Medical Group
- 1 - 1.10% - Albuquerque Ambulance
- 1 - 1.10% - Zia Diagnostic Imaging

The payment for approved claims is as follows;

- \$ 39,105.25 - UNM Health Sciences Center
- 4,496.00 - Living Cross Ambulance
- 9,000.00 - Presbyterian Hospital
- 3,750.00 - Lovelace Medical Center
- 25.93 - Radiology Associates
- 25.93 - Presbyterian Medical Group
- 0.00 - Albuquerque Ambulance
- 40.83 - Zia Diagnostic Imaging

There are 36 applicant denials which are;

10886, 10888, 10890, 10891 and 10892 - Missed Appointment  
10872, 10879, 10883, 10884, 10885, 10893, 10905, 10912, 10920, 10923,  
10925, 10926, 10934 and 10935 - Income  
10873, 10874, 10875, 10876, 10887, 10898, 10899, 10900, 10901, 10902,  
10903 and 10909 - No Response  
10927 - Maximum Paid in a 12 Month Period  
10880 and 10907 - Has Insurance  
10882 - Residency  
10932 - 90 Day Limit

The unpaid balance of the medical bills for the approved claims is \$557,553.97 and the unpaid balance of the ambulance bills for the approved claims is \$8,617.07.

Thank you for your consideration.

Sincerely,

  
Barbara A. Baker

## VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \*\*\* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	211228630	10872	38,567.50	38,567.50	0.00
Presbyterian Hospital	001271835-2141	10873	5,316.74	5,316.74	0.00
Presbyterian Hospital	001271835-2157	10873	4,521.40	4,521.40	0.00
Presbyterian Hospital	001271835-2158	10873	18,670.00	18,670.00	0.00
UNM Health Sciences Center	211253737	10874	18,842.91	18,842.91	0.00
Presbyterian Hospital	020568204-2129	10875	21,065.59	21,065.59	0.00
Presbyterian Hospital	000898164-2176	10876	21,941.40	21,941.40	0.00
Presbyterian Hospital	016013958-2117	10877	36,163.53	33,163.53	3,000.00
UNM Health Sciences Center	213615990	10878	2,114.20	1,578.55	535.65
UNM Health Sciences Center	212693543	10879	107,439.71	107,439.71	0.00
Presbyterian Hospital	000577941-2122	10880	1,160.00	1,160.00	0.00
UNM Health Sciences Center	211845045	10881	6,370.45	3,370.45	3,000.00
UNM Health Sciences Center	211753801	10882	1,220.25	1,220.25	0.00
UNM Health Sciences Center	211318464	10883	10,519.08	10,519.08	0.00
UNM Health Sciences Center	211307525	10884	27,393.15	27,393.15	0.00
UNM Health Sciences Center	212263040	10895	10,207.25	10,207.25	0.00
UNM Health Sciences Center	211517883	10886	20,201.65	20,201.65	0.00
Albuquerque Ambulance	1253285	10887	805.00	805.00	0.00
<b>TOTALS</b>			352,519.81	345,984.16	6,535.65

# VALENCIA COUNTY COMMISSION MEETING

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Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \*\*\* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	69886	10888	1,231.67	1,231.67	0.00
UNM Health Sciences Center	211902457	10888	19,104.75	19,104.75	0.00
UNM Health Sciences Center	212348858	10889	1,896.25	436.14	1,460.11
Living Cross Ambulance	69825	10890	103.38	103.38	0.00
UNM Health Sciences Center	211635222	10891	3,033.80	3,033.80	0.00
Living Cross Ambulance	69801	10892	948.19	948.19	0.00
UNM Health Sciences Center	212433304	10893	1,760.85	1,760.85	0.00
UNM Health Sciences Center	212481741	10893	33,433.25	33,433.25	0.00
Living Cross Ambulance	71772	10894	934.46	534.46	400.00
UNM Health Sciences Center	213233968	10894	24,429.95	22,429.95	2,000.00
UNM Health Sciences Center	213553225	10894	10,242.70	9,242.70	1,000.00
UNM Health Sciences Center	209500982	10895	2,109.80	485.26	1,624.54
UNM Health Sciences Center	210789004	10896	515.80	118.64	397.16
UNM Health Sciences Center	211842026	10897	868.25	199.70	668.55
UNM Health Sciences Center	210350401	10898	1,827.00	1,827.00	0.00
UNM Health Sciences Center	211098892	10899	1,765.00	1,765.00	0.00
UNM Health Sciences Center	211743877	10899	2,455.85	2,455.85	0.00
UNM Health Sciences Center	210996534	10900	25,946.15	25,946.15	0.00
			132,607.10	125,056.74	7,550.36

VALENCIA COUNTY COMMISSION MEETING

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Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	211879432	10901	1,515.60	1,515.60	0.00
UNM Health Sciences Center	210489308	10902	7,084.35	7,084.35	0.00
Presbyterian Hospital	020783919-2093	10903	41,385.14	41,385.14	0.00
Presbyterian Hospital	020783919-2123	10903	151,698.38	151,698.38	0.00
UNM Health Sciences Center	212217905	10904	3,387.50	3,063.91	323.59
Living Cross Ambulance	70027	10905	1,190.48	1,190.48	0.00
UNM Health Sciences Center	213234792	10906	273,891.63	271,891.63	2,000.00
UNM Health Sciences Center	211741871	10907	1,519.64	1,519.64	0.00
Living Cross Ambulance	71656	10908	1,300.32	900.32	400.00
Living Cross Ambulance	71794	10908	1,341.51	941.51	400.00
UNM Health Sciences Center	213237167	10908	10,858.75	9,358.75	1,500.00
UNM Health Sciences Center	213419930	10908	970.00	470.00	500.00
UNM Health Sciences Center	213826753	10908	6,997.05	5,997.05	1,000.00
UNM Health Sciences Center	212110449	10909	8,383.45	8,383.45	0.00
UNM Health Sciences Center	212979181	10909	550.00	550.00	0.00
Living Cross Ambulance	72041	10910	1,167.87	767.87	400.00
UNM Health Sciences Center	213357866	10910	725.35	166.84	558.51
UNM Health Sciences Center	213407562	10910	1,244.00	286.12	957.88
<b>TOTALS</b>			515,211.02	507,171.04	8,039.98

## VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \*\*\* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	71074	10911	1,259.13	859.13	400.00
UNM Health Sciences Center	212622518	10911	23,718.45	20,718.45	3,000.00
Living Cross Ambulance	71778	10912	1,382.70	1,382.70	0.00
Lovelace Medical Center	P1217400664	10912	2,768.00	2,768.00	0.00
Living Cross Ambulance	72736	10913	1,341.51	941.51	400.00
Lovelace Medical Center	P1220600527	10913	71,782.50	68,782.50	3,000.00
Living Cross Ambulance	68255	10914	103.38	7.38	96.00
UNM Health Sciences Center	213260649	10915	2,231.20	513.18	1,718.02
UNM Health Sciences Center	211874961	10916	12,583.21	9,583.21	3,000.00
UNM Health Sciences Center	212066773	10917	11,538.25	8,538.25	3,000.00
Living Cross Ambulance	73159	10918	1,126.68	726.68	400.00
UNM Health Sciences Center	214459745	10918	5,639.60	2,639.60	3,000.00
UNM Health Sciences Center	211495676	10919	2,114.20	486.27	1,627.93
UNM Health Sciences Center	213753148	19020	10,038.00	10,038.00	0.00
UNM Health Sciences Center	210779195	10921	4,419.00	1,419.00	3,000.00
Living Cross Ambulance	70535	10922	961.92	561.92	400.00
UNM Health Sciences Center	211633797	10923	60,163.35	60,163.35	0.00
Living Cross Ambulance	70144	10924	1,492.54	1,092.54	400.00
<b>TOTALS</b>			214,663.62	191,221.67	23,441.95



## VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \*\*\* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	213314644	10924	4,178.45	3,678.45	500.00
UNM Health Sciences Center	213421639	10924	42,495.80	39,995.80	2,500.00
Presbyterian Hospital	000470568-2183	10925	3,336.00	3,336.00	0.00
UNM Health Sciences Center	213236888	10926	14,915.15	14,915.15	0.00
UNM Health Sciences Center	213008709	10927	1,143.95	1,143.95	0.00
Zia Diagnostic Imaging	256019 ZIAD	10928	96.00	55.17	40.83
Presbyterian Medical Group	BL10072684160	10929	107.00	81.07	25.93
Radiology Associates	13866670	10930	30.00	4.07	25.93
UNM Health Sciences Center	211446083	10931	303.00	69.69	233.31
Lovelace Medical Center	P1101600215	10932	7,559.60	6,809.60	750.00
Lovelace Medical Center	P1118900018	10932	6,857.00	6,857.00	0.00
Lovelace Medical Center	P1118800739	10932	14,983.00	14,983.00	0.00
Presbyterian Hospital	000832661-2197	10933	24,930.84	21,930.84	3,000.00
UNM Health Sciences Center	213312598	10934	20,469.40	20,469.40	0.00
UNM Health Sciences Center	212623573	10935	6,310.40	6,310.40	0.00
Living Cross Ambulance	72614	10936	1,149.29	749.29	400.00
Presbyterian Hospital	020809012-2201	10936	7,036.90	5,036.90	2,000.00
Presbyterian Hospital	020809012-2202	10936	5,952.70	4,952.70	1,000.00
<b>TOTALS</b>			161,854.48	151,378.48	10,476.00

# VALENCIA COUNTY COMMISSION MEETING

Page 6 of 6

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Co-Chair

Mary J. Andersen

Ron Gentry

Lawrence R. Romero

P.O. Box 1119 \* \* \* Los Lunas, New Mexico 87031

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	73307	10938	934.46	534.46	400.00
<b>Subtotal</b>			934.46	534.46	400.00
<b>Total</b>			1,377,790.49	1,321,346.55	56,443.94
Valencia County Commissioners					
Donald E. Holliday, Chair					
Georgia Otero-Kirkham, Co-Chair					
Mary J. Andersen					
Ron Gentry					
Lawrence R. Romero					

# VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

September 19, 2012

Birth		Date(s) of			Diagnosis	Billed	Paid	Reason for Denial
D NO.	Date	Sex	Provider Name	Service				
0872	12/07/85	M	UNM Health Sciences Center	04/16-04/18/12	Motor Vehicle Accident	38,567.50	0.00	Income
0873	07/02/97	F	Presbyterian Hospital	05/20/12	Suicidal	5,316.74	0.00	No Response
		Presbyterian Hospital	06/05/12	*	4,521.40	0.00	*	
		Presbyterian Hospital	06/06-06/15/12	*	18,670.00	0.00	*	
0874	09/12/65	F	UNM Health Sciences Center	04/17-04/21/12	Unknown	18,842.91	0.00	No Response
0875	11/23/86	M	Presbyterian Hospital	05/10/12	Unknown	21,065.59	0.00	No Response
0876	08/07/34	F	Presbyterian Hospital	06/24-06/27/12	Unknown	21,941.40	0.00	No Response
0877	02/15/84	M	Presbyterian Hospital	04/26-04/27/12	Appendectomy	36,163.53	3,000.00	
0878	03/24/65	F	UNM Health Sciences Center	07/11/12	Abdominal Pain	2,114.20	535.65	
0879	09/03/49	M	UNM Health Sciences Center	06/05-06/22/12	Gout	107,439.71	0.00	Income
0880	02/20/57	F	Presbyterian Hospital	05/07-05/10/12	Hip Replacement	1,160.00	0.00	Has Medicare
0881	07/06/54	M	UNM Health Sciences Center	05/14/12	Hernia Surgery	6,370.45	3,000.00	
0882	02/12/72	F	UNM Health Sciences Center	05/02/12	Abdominal Pain	1,220.25	0.00	Residency
0883	06/29/71	F	UNM Health Sciences Center	04/20/12	Broken Arm	10,519.08	0.00	Income
0884	11/20/58	M	UNM Health Sciences Center	04/18-04/23/12	Kidney Disease	27,393.15	0.00	Income
0885	02/24/61	F	UNM Health Sciences Center	05/29/12	Cleft Pallete Surgery	10,207.25	0.00	Income
0886	05/04/76	F	UNM Health Sciences Center	04/25-04/28/12	Unknown	20,201.65	0.00	Missed Appointment
0887	09/14/65	F	Albuquerque Ambulance	07/02/12	Abdominal Pain	805.00	0.00	No Response
0888	01/03/75	M	Living Cross Ambulance	07/06/12	Hole in Esophagus	1,231.67	0.00	Missed Appointment
0889	08/12/90	M	UNM Health Sciences Center	05/08-05/10/12	*	19,104.75	0.00	*
		UNM Health Sciences Center	05/22-05/23/12	Dislocated Elbow	1,896.25	1,460.11		
		UNM Health Sciences Center	05/04/12	Cardiac	103.38	0.00	Missed Appointment	
0890	12/08/46	M	Living Cross Ambulance	04/29/12	Unknown	3,033.80	0.00	Missed Appointment
0891	11/18/90	M	UNM Health Sciences Center	05/05/12	Seizure	948.19	0.00	Missed Appointment
0892	08/16/73	M	Living Cross Ambulance	05/25/12	Collapsed Lung	1,760.85	0.00	Income
0893	02/10/55	F	UNM Health Sciences Center	05/29-06/05/12	*	33,433.25	0.00	*
0894	02/22/59	M	Living Cross Ambulance	06/24/12	Appendectomy	934.46	400.00	
		UNM Health Sciences Center	06/24-06/26/12	*	24,429.95	2,000.00		
		UNM Health Sciences Center	07/05-07/07/12	*	10,242.70	1,000.00		
0895	07/08/60	F	UNM Health Sciences Center	02/18/12	Behavioral	2,109.80	1,624.54	

0896	07/26/56	F	UNM Health Sciences Center	04/02/12	Leg & Back Pain	515.80	397.16
0897	01/02/64	F	UNM Health Sciences Center	05/06/12	Hip Pain	868.25	668.55
0898	10/03/86	M	UNM Health Sciences Center	03/17/12	Unknown	1,827.00	0.00 No Response
0899	06/08/56	M	UNM Health Sciences Center	04/11/12	Unknown	1,765.00	0.00 No Response
			UNM Health Sciences Center	05/02-05/03/12	*	2,455.85	0.00 *
0900	03/05/83	M	UNM Health Sciences Center	04/07-04/11/12	Unknown	25,946.15	0.00 No Response
0901	12/16/67	F	UNM Health Sciences Center	05/07/12	Seizure	1,515.60	0.00 No Response
0902	05/05/61	M	UNM Health Sciences Center	04/24/12	Unknown	7,084.35	0.00 No Response
0903	01/25/66	F	Presbyterian Hospital	04/02-04/05/12	Liver Disease	41,385.14	0.00 No Response
			Presbyterian Hospital	05/02-05/18/12	*	151,698.38	0.00 *
0904	09/06/66	F	UNM Health Sciences Center	05/23/12	Mass on Intestine	3,387.50	323.59
0905	06/13/46	M	Living Cross Ambulance	05/10/12	Behavioral	1,190.48	0.00 Income
0906	04/17/56	F	UNM Health Sciences Center	06/24-08/03/12	Stroke	273,891.63	2,000.00
0907	05/01/54	M	UNM Health Sciences Center	05/03/12	Body Pain	1,519.64	0.00 Has Insurance
0908	01/17/72	M	Living Cross Ambulance	06/19/12	Behavioral	1,300.32	400.00
			Living Cross Ambulance	06/25/12	GI Bleed	1,341.51	400.00
			UNM Health Sciences Center	06/25-06/28/12	*	10,858.75	1,500.00
			UNM Health Sciences Center	07/01/12	Behavioral	970.00	500.00
0909	11/21/81	M	UNM Health Sciences Center	07/15-07/16/12	*	6,997.05	1,000.00
			UNM Health Sciences Center	05/17/12	Hernia	8,383.45	0.00 No Response
0910	09/16/66	M	UNM Health Sciences Center	06/14/12	*	550.00	0.00 *
			Living Cross Ambulance	06/28/12	Alcohol Abuse	1,167.87	400.00
			UNM Health Sciences Center	06/29/12	*	725.35	558.51
0911	07/15/62	M	UNM Health Sciences Center	06/29/12	*	1,244.00	957.88
			Living Cross Ambulance	06/03/12	ATV Accident	1,259.13	400.00
0912	02/10/65	F	UNM Health Sciences Center	06/04-06/05/12	*	23,718.45	3,000.00
			Living Cross Ambulance	06/22/12	Vomiting - Dizzy	1,382.70	0.00 Income
0913	01/07/52	F	Lovelace Medical Center	06/22/12	*	2,768.00	0.00 *
			Living Cross Ambulance	07/24/12	Heart Attack	1,341.51	400.00
			Lovelace Medical Center	07/24-07/27/12	*	71,782.50	3,000.00
0914	03/24/64	F	Living Cross Ambulance	04/07/12	Domestic	103.38	96.00
0915	09/26/55	M	UNM Health Sciences Center	06/28/12	Stomach Pain	2,231.20	1,718.02
0916	06/03/75	F	UNM Health Sciences Center	05/08/12	Leg Cancer	12,583.21	3,000.00
0917	01/15/58	F	UNM Health Sciences Center	05/15/12	Broken Arm	11,538.25	3,000.00
0918	08/25/75	F	Living Cross Ambulance	08/05/12	Broken Hand	1,126.68	400.00
			UNM Health Sciences Center	08/05-08/07/12	*	5,639.60	3,000.00
0919	01/07/64	F	UNM Health Sciences Center	04/25/12	Back Pain	2,114.20	1,627.93
0920	02/03/49	F	UNM Health Sciences Center	07/13/12	Cardiac	10,038.00	0.00 Income

0921	11/01/84	M	UNM Health Sciences Center	03/30/12	Gall Bladder Attack	4,419.00	3,000.00
0922	06/18/63	M	Living Cross Ambulance	05/19/12	Vertigo	961.92	400.00
0923	02/10/61	M	UNM Health Sciences Center	04/28-05/01/12	Heart Attack	60,163.35	0.00
0924	04/07/59	F	Living Cross Ambulance	05/11/12	Bowel Obstruction	1,492.54	400.00
			UNM Health Sciences Center	06/27/12	*	4,178.45	500.00
			UNM Health Sciences Center	07/02-07/11/12	Hernia Surgery	42,495.80	2,500.00
0925	07/16/81	F	Presbyterian Hospital	07/01/12	Abdominal Pain	3,336.00	0.00 Income
0926	04/04/61	M	UNM Health Sciences Center	06/25-06/28/12	Seizure	14,915.15	0.00 Income
0927	09/06/62	M	UNM Health Sciences Center	06/15/12	Hernia	1,143.95	0.00 Maximum Paid in 12 Months
0928	01/27/68	M	Zia Diagnostic Imaging	07/12/12	JAIL - Head Trauma	96.00	40.83
0929	12/08/84	M	Presbyterian Medical Group	08/03/12	JAIL - Hand Fracture	107.00	25.93
0930	09/11/68	M	Radiology Associates	10/21/11	JAIL - X-Ray	30.00	25.93
0931	12/22/88	M	UNM Health Sciences Center	07/24/12	JAIL - Orthopedic	303.00	233.31
0932	09/14/82	M	Lovelace Medical Center	01/16/11	JAIL - Swallowed Batteries	7,559.60	750.00
			Lovelace Medical Center	07/08/11	*	6,857.00	0.00 90 Day Limit
			Lovelace Medical Center	07/07/11	*	14,983.00	0.00 *
0933	08/22/51	F	Presbyterian Hospital	07/15-07/17/12	Chest Pain	24,930.84	3,000.00
0934	02/02/67	F	UNM Health Sciences Center	06/27-06/29/12	Gall Bladder Surgery	20,469.40	0.00 Income
0935	01/15/52	M	UNM Health Sciences Center	06/08/12	Hernia Surgery	6,310.40	0.00 Income
0936	07/15/82	M	Living Cross Ambulance	07/19/12	Seizure	1,149.29	400.00
			Presbyterian Hospital	07/19/12	*	7,036.90	2,000.00
			Presbyterian Hospital	07/20/12	*	5,952.70	1,000.00
0937	05/21/90	F	Living Cross Ambulance	09/14/00	Domestic	934.46	400.00
			TOTAL			1,377,790.49	56,443.94



## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: September 19, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Indigent Appeal – Ruben Davis - Inmate

Bruce Swingle has requested an appeal for the Indigent Denial of inmate Ruben Davis on August 15, 2012. Mr. Davis was denied as the bill from Lovelace Medical Center in the amount of \$2,315.00 was received over the 90 day limit.

I would like to recommend approval of the Lovelace Medical Center bill. If approved the amount being paid to Lovelace Medical Center would be \$1,000.00.

Approved by the Board of County Commissioners at the regular meeting of September 19, 2012.

\_\_\_\_\_  
Donald E. Holliday, Chair

\_\_\_\_\_  
Georgia Otero-Kirkham, Co-Chair

\_\_\_\_\_  
Mary J. Andersen

\_\_\_\_\_  
Ron Gentry

\_\_\_\_\_  
Lawrence R. Romero

ATTESTED BY: \_\_\_\_\_  
Sally Perca, Valencia County Clerk



## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

Phone : (505) 866-2020 • Fax: (505) 866-3366

Date: September 19, 2012

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: William Johnston - Indigent Appeal

William Johnston has requested an Indigent Appeal for the Indigent Denial of July 18, 2012 for his UNM Health Sciences Center bill. Mr. Johnston was denied as he did not respond to the letter sent to him. Mr. Johnston said he was out of town visiting a friend and did not return until the middle of August.

I would like to recommend approval of the UNM Health Sciences Center in the amount of \$11,595.31. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of September 19, 2012.

\_\_\_\_\_  
Donald E. Holliday, Chair

\_\_\_\_\_  
Georgia Otero-Kirkham, Co-Chair

\_\_\_\_\_  
Mary J. Andersen

\_\_\_\_\_  
Ron Gentry

\_\_\_\_\_  
Lawrence R. Romero

ATTESTED BY:

\_\_\_\_\_  
Sally Perea, Valencia County Clerk

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** County Clerk

**Individual Making Request:** Sally Perea

**Presentation at Meeting on:** September 19, 2012

**Date Submitted:** September 13, 2012

**Title of Request:** Applicant requesting transfer of ownership & location for dispense liquor license No. 0600 for on-premise and package sales.

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**Action Requested of Commission:**

Consideration of transfer of Liquor License No. 0600 to Dennis V. Chavez L.L.C., 24 Dailes Rd. Los Lunas, Nm 87031 from Golf Classic Resort L.L.C. dba Tierra Del Sol Golf and Country Club, 1000 Golf Course Rd., Belen, NM

**Information Background and Rationale**

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

**What is the Financial Impact of this Request?**

None

**Legal:**

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

**Finance:**

Approval of this request will have no negative financial impact. CC

**County Manager:**

and September 8, 2012.

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

The Valencia County Board of Commissioners will hold a Public Hearing at the regular scheduled Public Hearing Meeting to be held on September 12, 2012 at the Valencia County Courthouse Commission Meeting Room, 444 Luna Ave., Los Lunas, New Mexico. This meeting will begin at 5:00 PM. A decision will be made at the Regular Business Meeting on September 19, 2012 starting at 9:30 AM.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP & LOCATION FOR DISPENSER LIQUOR LICENSE NO. 0600 FOR ON PREMISE AND PACKAGE SALES.

The purpose of this hearing is to consider the request to grant Dennis V. Chavez, 24 Dalies Rd., Los Lunas, NM 87031 a transfer of ownership & location for dispenser liquor license no.0600, Appl. No. A-256437 for on premise and package sales from Golf Classic Resort LLC, D/B/A Tierra Del Sol Golf & Country Club, 1000 Golf Course Rd., Belen, NM 87002.

"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)86602003 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 Valencia County Courthouse if a summary or other type of accessible format is needed."

For copies of the proposed agenda please visit the county website at [www.co.valencia.nm.us](http://www.co.valencia.nm.us) or by calling (505)866-2003 at least 24 hours prior to the meeting.

Published in Valencia County News-Bulletin on August 25 and September 8, 2012.



Susana Martinez  
GOVERNOR

J. Dee Dennis, Jr.  
SUPERINTENDENT

Mary Kay Root  
DEPUTY  
SUPERINTENDENT

James C. McKay  
CHIEF GENERAL  
COUNSEL

Steven A. Reinhart, Esq.  
DIRECTOR

New Mexico Regulation and Licensing Department  
ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87505  
(505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us

August 16, 2012

Certified Mail No.: 7006 3450 0000 3001 3488

Valencia County  
Sally Perea, Clerk  
Box 969  
Los Lunas, NM 87031

RECEIVED

AUG 17 2012

VALENCIA COUNTY  
CLERK

Re: License /Appl. No.: Lic. No. 0600/Appl. No. A-256437  
Applicant Name: Dennis V. Chavez L.L.C.  
Doing Business As: Dennis V. Chavez L.L.C.  
Proposed Location: 24 Dalies Road  
Los Lunas, New Mexico 87031

**ATTENTION:** Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses.

Greetings:

The Director of the Alcohol and Gaming Division has reviewed the referenced Application and granted Preliminary Approval; it is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, the governing body **shall** hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the Public Hearing required by the Liquor Control Act **shall** be given by the governing body by publishing a notice of the date, time, and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, **which requires that two weeks of publication must be satisfied before a hearing can be conducted.** The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; and (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record **shall** be made of the hearing.

**THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP & LOCATION FOR DISPENSER LIQUOR LICENSE NO. 0600 FOR ON-PREMISE AND PACKAGE SALES.**

Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
(505) 476-4770

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

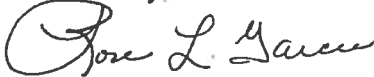
The governing body may disapprove the issuance or transfer of the license if:

- 1) The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this location prior to 1981 or unless the Applicant/Licensee has obtained a waiver from the Local Option District governing body for the proposed licensed premises).
- 2) The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a Zoning Statement from the governing body, this is not a basis for disapproval. Attached is a copy of a Zoning Statement from the local governing body.
- 3) The issuance would be detrimental to the public health, safety, or morals of the residents of the Local Option District. Disapproval by the governing body on public health, safety, or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

Within thirty **(30)** days after the Public Hearing, the governing body **shall** notify the Alcohol and Gaming Division as to whether the local governing body has approved or disapproved the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notice of publication(s). If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may give Final Approval to the issuance or transfer of the license.

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty **(30)** days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (Page 1 of the Application page noting disapproval).

Sincerely,



Rose L. Garcia  
Hearing Officer  
Regulation & Licensing Dept.  
Alcohol & Gaming Division  
Phone: 505-476-4552  
Fax: 505-476-4595  
Email: [rosel.garcia@state.nm.us](mailto:rosel.garcia@state.nm.us)

Enclosures: Original Page 1 of the Application (must be signed and returned).  
Copy of Page 2 of the Application.



New Mexico Regulation and Licensing Department • Alcohol and Gaming Division  
P.O. Box 25101 • Santa Fe, New Mexico 87504-5101 • (505) 476-4875 • Fax (505) 476-4595 • [www.rid.state.nm.us/agd](http://www.rid.state.nm.us/agd)

15/12  
10/20/12

## LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

State Liquor License # #0600

Application Number A-256437

Local option (AGD use) \_\_\_\_\_

Record Owner of Existing License Golf Classic Resort LLC  
Current D/B/A Name Tierra Del Sol Golf + Country Club  
Current Premises Address 1000 Golf Course Rd, Santa Fe, NM 87031

Application is for: Change of Stock \_\_\_\_\_

Change of Officers/Directors \_\_\_\_\_

Transfer Ownership of Existing License \_\_\_\_\_

Transfer Ownership and Location \_\_\_\_\_

Transfer Location \_\_\_\_\_

Other \_\_\_\_\_

Issue New License \_\_\_\_\_

Type of License being applied for Dispenser

Applicant is: Individual \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership (General or Limited) \_\_\_\_\_

Limited Liability Company \_\_\_\_\_

NAME OF APPLICANT (company or individual)

Dennis V Chavez, LLC

ADDRESS (including city, state, zip)

24 Dalies Rd Los Lunas, NM 87031

TELEPHONE NUMBER

505-865-4600  
cell 505-362-7117

D/B/A name to be used: Dennis V. Chavez, LLC

Phone number for licensed premises: \_\_\_\_\_

Physical location where license is to be used: 24 Dalies Rd

Los Lunas, NM 87031  
(include street number / highway number / state road, city and county, state, and zip code)

Mailing address: Same

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If yes, give license number and type \_\_\_\_\_

I, (print name) Dennis V. Chavez, as (title) President, being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant [Signature]

Date 2/7/12

SUBSCRIBED AND SWORN TO before me this 7<sup>th</sup> day of February

Notary Public Use Only

20

by [Signature]

Notary Public Dennis V. Chavez

My Commission Expires 2/12/14

Local Governing Body of: \_\_\_\_\_

(City or County). Hearing held on \_\_\_\_\_

20

Check one: Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

City/County Official \_\_\_\_\_

(Signature & Title)

For Alcohol and Gaming Division Use Only

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Director Approval \_\_\_\_\_

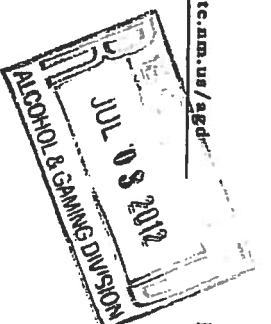
Date \_\_\_\_\_

11 Feb 15 2012  
Rev. 05/10



### PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-62-10



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant ☒ Leased by Applicant (attach copy of deed or lease) ☒ Other (provide details) \_\_\_\_\_

2. If the land and building are not owned by Applicant, indicate the following: N/A

A. Owner(s) Dennis V. Chavez

B. Date and term of lease Aug. 9, 2012 - Aug 9, 2022 (10 yrs)

3. Premises location is zoned (example C-1) Light General Industrial District  
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church \*(Property line of church to licensed premises—shortest distance).

Miles/feet 8 mi Name of church San Clemente Catholic Address/location of church 403 Corone Los Lunas 87031

5. Distance from nearest school \*(Property line of school to licensed premises—shortest distance).

Miles/feet 9 mi Name of school Los Lunas High School Address/location of school 1776 Emilio Lopez Rd, Los Lunas  
87031

6. Distance from military installation \*(Property line of military installation to licensed premises—shortest distance.)

A. 20 Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),  
Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

\*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge ☒ Restaurant \_\_\_\_\_ Package Grocery ☒ Racetrack \_\_\_\_\_ Hotel \_\_\_\_\_ Other (specify) \_\_\_\_\_

VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS  
LOS LUNAS, NM  
LEGAL NOTICE

The Valencia County Board of Commissioners will hold a Public Hearing at the regular scheduled Public Hearing Meeting to be held on September 12, 2012 at the Valencia County Courthouse Commission Meeting Room, 444 Luna Ave., Los Lunas, New Mexico. This meeting will begin at 5:00 PM. A decision will be made at the Regular Business Meeting on September 19, 2012 starting at 9:30 AM.

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP & LOCATION FOR DISPENSER LIQUOR LICENSE NO. 0600 FOR ON PREMISE AND PACKAGE SALES.

The purpose of this hearing is to consider the request to grant Dennis V. Chavez, 24 Dalies Rd., Los Lunas, NM 87031 a transfer of ownership & location for dispenser liquor license no.0600, Appl. No. A-256437 for on premise and package sales from Golf Classic Resort LLC, D/B/A Tierra Del Sol Golf & Country Club, 1000 Golf Course Rd., Belen, NM 87002.

"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)86602003 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 Valencia County Courthouse if a summary or other type of accessible format is needed."

For copies of the proposed agenda please visit the county website at [www.co.valencia.nm.us](http://www.co.valencia.nm.us) or by calling (505)866-2003 at least 24 hours prior to the meeting.

Publishing dates: August 25, 2012  
September 8, 2012

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** County Clerk  
**Individual Making Request:** Sally Perea  
**Presentation at Meeting on:** September 19, 2012  
**Date Submitted:** September 13, 2012  
**Title of Request:** Applicant is requesting a Wine Grower Liquor License

---

**Action Requested of Commission:**

Consideration of Application 824298 to Jonathan P. Chavez dba Camino Real Winery, Inc., 13 Tome Hill Rd., Hwy 47, Los Lunas, New Mexico for a Wine Grower License.

**Information Background and Rationale**

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

**What is the Financial Impact of this Request?**

None

**Legal:**

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

**Finance:**

Approval of this request will have no negative financial impact. CC

**County Manager:**

w e b s i t e a t  
www.co.valencia.nm.us or by  
calling (505) 866-2003, at least  
24 hours prior to the meeting.

Published in Valencia County  
News-Bulletin on August 25  
and September 8, 2012.

**VALENCIA COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
LOS LUNAS, NM  
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Published in Valencia County  
News-Bulletin on August 25



Suzanna Martinez  
GOVERNOR

J. Dee Dennis, Jr.  
SUPERINTENDENT

Steven A. Reinhart, Esq.  
ACTNG DIRECTOR

**New Mexico Regulation and Licensing Department  
ALCOHOL AND GAMING DIVISION**

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87505  
(505) 476-4875 • Fax (505) 476-4595 • [www.rld.state.nm.us/agd](http://www.rld.state.nm.us/agd)

RECEIVED

AUG 17 2012

VALENCIA COUNTY  
CLERK

August 15, 2012

Certified Mail No: 7009 1680 0000 1945 9902

Valencia County  
Sally Perea, Clerk  
Box 969  
Los Lunas, NM 87031

Re: Lic. No./App. No. 824298  
Applicant Name: Camino Real Winery, Inc.  
Doing Business As: Camino Real Winery, Inc.  
Proposed Location: 13 Tome Hill Rd., Hwy. 47, Los Lunas, NM

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. \*(Please review the revised instructions for approval or disapproval below.)

Greetings:

The Director of the Alcohol and Gaming Division has granted Preliminary Approval for the referenced application and is being forwarded to you in accordance with Section 60-6B-4 NMSA of the Liquor Control Act.

Within forty-five days after receipt of a notice of preliminary approval from the Alcohol and Gaming Division, the governing body shall hold a public hearing in the question of whether the department should approve the proposed issuance or transfer. Notice of the public hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time and place of the hearing at least once a week for two consecutive weeks in a newspaper of general circulation within the territorial limits of the governing body, which requires that two weeks of publication must be satisfied before a hearing can be conducted. The notice shall include: (A) Name and address of the Applicant/Licensee; (B) The action proposed to be taken by the Alcohol and Gaming Division; (C) The location of the licensed premises. The governing body is required to send notice by certified mail to the applicant of the date, time and place of the public hearing. The governing body may designate a hearing officer to conduct the hearing. A record shall be made of the hearing.

The applicant is requesting a Wine Grower Liquor License:

The governing body may disapprove the issuance or transfer of the license if:

The proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of New Mexico. (The governing body may disapprove if the proposed location is within 300 feet of a church or school unless the license has been located at this

Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
(505) 476-4770

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

location prior to 1981 or unless the applicant/licensee has obtained a waiver from the local option district governing body for the proposed licensed premises.)


The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a zoning statement from the governing body, this is not a basis for disapproval.

The issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

\*Within thirty (30) days after the public hearing, the governing body shall notify the Alcohol and Gaming Division in writing as to whether the local governing body has approved or disapproved the issuance of transfer of the license and by signing the enclosed original Page 1 of the application. The letter of approval/disapproval and the Page 1 must be returned together with the notice of publications. If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director may give final approval to the issuance or transfer of the license.

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (page 1 of the application page noting disapproval).

Sincerely,

  
Annette R. Brumley  
Hearing Officer

ENCLOSURES: Original Page 1 of Liquor License Application  
Copy of page 2 Premises, Location, Ownership & Description of Premises



New Mexico Regulation and Licensing Department • Alcohol and Gaming Division  
 P.O. Box 25101 • Santa Fe, New Mexico 87504-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/agd

*Received*  
 2/11/12

#1392943



# LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.

**RECEIVED**  
 JUL 11 2012  
 ALCOHOL & GAMING DIVISION

State Liquor License # 894998  
 Application Number 894998  
 Local option (AOL) use: \_\_\_\_\_

Record Owner of Existing License \_\_\_\_\_  
 Current D/B/A Name \_\_\_\_\_  
 Current Premises Address \_\_\_\_\_

Application is for: Change of Stock \_\_\_\_\_ Change of Officers/Directors \_\_\_\_\_ Transfer Ownership of Existing License \_\_\_\_\_ Transfer Ownership and Location \_\_\_\_\_ Transfer Location \_\_\_\_\_ (N/A)  
 Issue New License ☒ Type of License being applied for Bonded Winery Wine Grover

Applicant is: Individual \_\_\_\_\_ Corporation ☒ Partnership (General or Limited) \_\_\_\_\_ Limited Liability Company \_\_\_\_\_  
 NAME OF APPLICANT (company or individual) Jonathan Chavez ADDRESS (including city, state, zip) 13 Towne Hill RD TELEPHONE NUMBER (505) 307-0469

Carnino Real Winery LLC Los Lunas New Mexico 87031 (505) 665-7903  
 D/B/A name to be used: Carnino Real Winery LLC Phone number for licensed premises: (505) 307-0469

This social location where license is to be used: 13 Towne Hill RD, HWY 47 Los Lunas New Mexico, Valencia County, 87031  
 (Include street number / highway number / state road, city and county, state, and zip code)  
 Mailing address: 13 Towne Hill RD, Los Lunas New Mexico 87031

Are alcoholic beverages currently being dispensed at the proposed location? Yes \_\_\_\_\_ No ☒ If yes, give license number and type \_\_\_\_\_

I, (print name) Jonathan Chavez as (title) Executive Officer/owner being first duly sworn upon oath depose and say: that heresite is the applicant or is authorized by the applicant to make this application, that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant Jonathan Chavez Date 6-18-2012

NOTARY PUBLIC AND SWORN TO before me this 18th day of June Notary Public Use Only 20 by Jonathan P. Chavez

Notary Public Jeffrey J. Sanchez My Commission Expires 11-15-2015

I, local governing body of: \_\_\_\_\_ (City or County). Hearing held on \_\_\_\_\_ 20 \_\_\_\_\_  
 Check one: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ City/County Official \_\_\_\_\_ (Signature & Title)

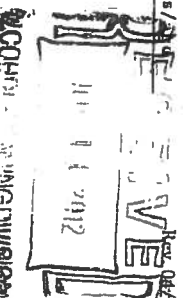
Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Director Approval \_\_\_\_\_ Date \_\_\_\_\_  
 For Alcohol and Gaming Division Use Only



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-GB-10

COPY



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant ☒ Leased by Applicant (attach copy of deed or lease) ☐ Other (provide details) \_\_\_\_\_

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s) Jonathan P. Murray, Dolores Cardero - Chavira 7 sub 8/11/12 3:22 pm '12  
B. Date and term of lease \_\_\_\_\_

3. Premises location is zoned (example C-1) (RE-2) RE-2 154.105 (C) conditional uses  
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church \*(Property line of church to licensed premises—shortest distance).

Miles/feet 1.5 miles Name of church Immaculate Conception Address/location of church 7 north church RD, Tome NM.

5. Distance from nearest school \*(Property line of school to licensed premises—shortest distance).

Miles/feet 3.4 miles Name of school Head Start Program at the military Address/location of school Ittyu. 47 Adolemo, NM

6. Distance from military installation \*(Property line of military installation to licensed premises—shortest distance.)

Miles 26.6 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque) White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

\*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge \_\_\_\_\_ Restaurant \_\_\_\_\_ Package Grocery \_\_\_\_\_ Racetrack \_\_\_\_\_ Hotel \_\_\_\_\_ Other (specify) Bondel winery wine grower

Return this form to the Alcohol and Gaming Division, 2550 Cerrillos Road, Santa Fe, New Mexico 87505, if using overnight delivery.

ALCOHOL & GAMING DIVISION  
2550 CERRILLOS ROAD 87505  
P.O. BOX 25101  
SANTA FE, NEW MEXICO 87504-5101



POSTING CERTIFICATE  
(ISSUANCE OF NEW LIQUOR LICENSES)

RESTAURANT (BEER/WINE ONLY) \_\_\_\_\_ WHOLESALE: \_\_\_\_\_  
☒ MASTER WINEGROWER \_\_\_\_\_ WINEGROWER OFF-SITE: 1 2 3 (Circle)  
☐ MASTER SMALL BREWER \_\_\_\_\_ SMALL BREWER OFF-SITE: 1 2 (Circle)  
☐ OTHER: \_\_\_\_\_

APPLICATION NUMBER: A-824298

APPLICANT NAME: CAMINO REAL WINERY, INC.

PROPOSED NAME: CAMINO REAL WINERY

PROPOSED LOCATION: 13 TOMÉ HILL RD., LOS LUNAS, NM

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: \_\_\_\_\_

2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: Valencia County

3. DISTANCE FROM NEAREST CHURCH IS APPROXIMATELY: 1.5 miles

NAME OF CHURCH IS: Immaculate Conception

4. DISTANCE FROM NEAREST SCHOOL IS APPROXIMATELY: 2.5 miles

NAME OF SCHOOL IS: Tomé Elem.

5. DISTANCE FROM NEAREST MILITARY INSTALLATION IS: 20.9 miles

MILES

NAME OF INSTALLATION IS:

☒ KIRTLAND AIR FORCE BASE (ALBUQUERQUE)  
☐ WHITE SANDS MISSILE RANGE (LAS CRUCES)  
☐ HOLLoman AIR FORCE BASE (ALAMOGORDO)  
☐ CANNON AIR FORCE BASE (CLOVIS)

NOTICE POSTED ON: \_\_\_\_\_ BUILDING \_\_\_\_\_ BILLBOARD \_\_\_\_\_ OTHER: trailer

DATE POSTED: 7/25/12

EXPIRATION DATE: 9/14/12

APPLICANT'S SIGNATURE

S.I.D. SPECIAL AGENT Sgt

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

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**THE APPLICANT IS REQUESTING A WINE GROWER LIQUOR LICENSE**

The purpose of this hearing is to consider the request to grant Jonathan P. Chavez, D/B/A Camino Real Winery, Inc., 13 Tome hill Rd., Hwy. 47, Los Lunas, NM 87031 a bonded winery wine grower license.

"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2003 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 Valencia County Courthouse if a summary or other type of accessible format is needed."

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Publishing dates: August 25, 2012  
September 8, 2012



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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head: County Clerk**

**Individual Making Request: Sally Perea**

**Presentation at Meeting on: September 19, 2012**

**Date Submitted: September 13, 2012**

**Title of Request: Applicant is requesting a Wine Grower Liquor License**

---

**Action Requested of Commission:**

Consideration of Application 824298 to Jonathan P. Chavez dba Camino Real Winery, Inc., 13 Tome Hill Rd., Hwy 47, Los Lunas, New Mexico for a Wine Grower License.

**Information Background and Rationale**

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

**What is the Financial Impact of this Request?**

None

**Legal:**

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

**Finance:**

Approval of this request will have no negative financial impact. CC

**County Manager:**

w e b s i t e a t  
www.co.valencia.nm.us or by  
calling (505) 866-2003, at least  
24 hours prior to the meeting.

Published in Valencia County  
News-Bulletin on August 25  
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www.co.valencia.nm.us or by  
calling (505)866-2003 at least  
24 hours prior to the meeting.

Published in Valencia County  
News-Bulletin on August 25



Suzanna Martinez  
GOVERNOR

J. Dee Dennis, Jr.  
SUPERINTENDENT

Steven A. Reinhart, Esq.  
ACTNG DIRECTOR

## New Mexico Regulation and Licensing Department ALCOHOL AND GAMING DIVISION

Toney Anaya Building • 2550 Cerrillos Road • Santa Fe, New Mexico 87505  
(505) 476-4875 • Fax (505) 476-4595 • [www.rld.state.nm.us/agd](http://www.rld.state.nm.us/agd)

August 15, 2012

RECEIVED

AUG 17 2012

VALENCIA COUNTY  
CLERK

Certified Mail No: 7009 1680 0000 1945 9902

Valencia County  
Sally Perea, Clerk  
Box 969  
Los Lunas, NM 87031

Re: Lic. No./App. No. 824298  
Applicant Name: Camino Real Winery, Inc.  
Doing Business As: Camino Real Winery, Inc.  
Proposed Location: 13 Tome Hill Rd., Hwy. 47, Los Lunas, NM

ATTENTION: Department or person responsible for conducting or preparing the public hearing for liquor license transfers or issuance of new liquor licenses. \*(Please review the revised instructions for approval or disapproval below.)

### Greetings:

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Alcohol and Gaming Division  
(505) 476-4875

Boards and Commissions Division  
(505) 476-4600

Construction Industries Division  
(505) 476-4700

Financial Institutions Division  
(505) 476-4885

Manufactured Housing Division  
(505) 476-4770

Securities Division  
(505) 476-4580

Administrative Services Division  
(505) 476-4800

location prior to 1981 or unless the applicant/licensee has obtained a waiver from the local option district governing body for the proposed licensed premises.)

The issuance or transfer would be in violation of a zoning or other ordinance of the governing body. The governing body may disapprove if the proposed location is not properly zoned. Because this office is in receipt of a zoning statement from the governing body, this is not a basis for disapproval.

The issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or location and a copy of the record must be submitted to the Alcohol and Gaming Division.

\*Within thirty (30) days after the public hearing, the governing body shall notify the Alcohol and Gaming Division in writing as to whether the local governing body has approved or disapproved the issuance of transfer of the license and by signing the enclosed original Page 1 of the application. The letter of approval/disapproval and the Page 1 must be returned together with the notice of publication(s). If the governing body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the public hearing, the director may give final approval to the issuance or transfer of the license.

If the governing body disapproves the issuance or transfer of the license, it shall notify the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to the Alcohol and Gaming Division with the notice of disapproval (page 1 of the application page noting disapproval).

Sincerely,



Annette R. Brumley  
Hearing Officer

ENCLOSURES: Original Page 1 of Liquor License Application  
Copy of page 2 Premises, Location, Ownership & Description of Premises



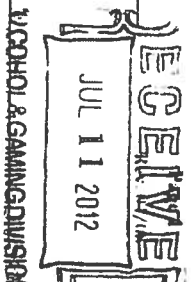
New Mexico Regulation and Licensing Department - Alcohol and Gaming Division  
 P.O. Box 25101 • Santa Fe, New Mexico 87504-5101 • (505) 476-4875 • Fax (505) 476-4595 • www.rld.state.nm.us/agd

12/12/12  
 P. O. Box 25101  
 Santa Fe, New Mexico 87504-5101

#1392943

# LIQUOR LICENSE APPLICATION

Application fee - \$200.00 Fees are non-refundable.



State Liquor License #

Application Number 8892998

Local option (AKA) use

Record Owner of Existing License

Current D/B/A Name

Current Premises Address

Application to for: Change of Stock

Issue New License ☒

Change of Officer/Directors

Type of License being applied for

Banded Winery Wine Grover

Transfer Ownership and Location

Transfer Location

Want to: Individual

Corporation ☒

Partnership (General or Limited)

Limited Liability Company

NAME OF APPLICANT (company or individual)

Jonathan P Chavez

ADDRESS (including city, state, zip)

13 Tome Hill RD

TELEPHONE NUMBER

(505) 307-0469

Carnine Real Winery LLC

Los Lunas New Mexico 87031

(505) 665-7903

D/B/A name to be used: Carnine Real Winery LLC

Phone number for licensed premises: (505) 307-0469

Physical location where license is to be used:

13 Tome Hill RD, HWY 47 Los Lunas New Mexico, Valencia County, 87031

(Include street number / highway number / state road, city and county, state, and zip code)

Are alcoholic beverages currently being dispensed at the proposed location? Yes ☐ No ☒ If yes, give license number and type

I (print name) Jonathan P Chavez

as (title) Executive Officer/owner being first duly sworn upon oath and depose and say: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form in the presence of a notary public.

Signature of Applicant Jonathan P Chavez

Date 12-18-2012

SUBSCRIBED AND SWORN TO before me this 18th day of December

Notary Public Use Only

My Commission Expires 11-15-2015

Notary Public Jeffrey J. Sanchez

I (local governing body) of \_\_\_\_\_ (City or County), hearing held on \_\_\_\_\_ 20 \_\_\_\_\_

Check one: Approved ☐ Disapproved ☐ City/County Official \_\_\_\_\_ (Signature & Title)

For Alcohol and Gaming Division Use Only

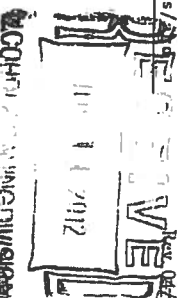
Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Director Approval \_\_\_\_\_ Date \_\_\_\_\_



PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

SS-60-GB-10

COPY



1. The land and building which is proposed to be the licensed premises is (check one):

Owned by Applicant ☒ Leased by Applicant (attach copy of deed or lease) ☐ Other (provide details) \_\_\_\_\_

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s)

B. Date and term of lease

Jonathan P. Chuang, Dolores Cardenas - Chavaz 7 sub 8/11/12 3:23 pm '12

3. Premises location is zoned (example C-1) (RE-2) RE-2 154.105 (C) conditional uses  
If the premises is zoned, attach zoning statement from local government giving location address and type of zone, stating whether alcoholic beverages are allowed at proposed location. If there is no zoning, attach confirmation from local government indicating there is no zoning.

4. Distance from nearest church \*(Property line of church to licensed premises—shortest distance).

Miles/feet 1.5 miles Name of church Immaculate Conception Address/location of church 7 north church RD, Towne NM.

5. Distance from nearest school \*(Property line of school to licensed premises—shortest distance).

Miles/feet 3.4 miles Name of school Head Start Program Address/location of school  Hwy. 47 Arboles, NM

6. Distance from military installation \*(Property line of military installation to licensed premises—shortest distance.)

Miles 26.6 miles Name of Military Installation, circle one: Kirtland Air Force Base (Albuquerque) White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis).

7. Attach, on a separate sheet, the detailed floor plan for each level (floor) where alcoholic beverages will be sold or consumed. Show exterior walls, doors, and interior walls. This will be the licensed premises. The floor plan should be no larger than 8 1/2 x 11 inches, and must include the total square footage of premises.

\*If the distance is beyond 300 feet, but less than 400 feet, a registered engineer or licensed surveyor must complete a Survey Certificate showing the exact distance.

8. Type of Operation:

Lounge \_\_\_\_\_ Restaurant \_\_\_\_\_ Package Grocery \_\_\_\_\_ Racetrack \_\_\_\_\_ Hotel \_\_\_\_\_ Other (specify) Bundled winery  
wine grower

ALCOHOL & GAMING DIVISION  
2550 CERRILLOS ROAD 87505  
P.O. BOX 25101  
SANTA FE, NEW MEXICO 87504-5101



POSTING CERTIFICATE  
(ISSUANCE OF NEW LIQUOR LICENSES)

RESTAURANT (BEER/WINE ONLY) \_\_\_\_\_ WHOLESALER: \_\_\_\_\_  
☒ MASTER WINEGROWER \_\_\_\_\_ WINEGROWER OFF-SITE: 1 2 3 (Circle)  
☐ MASTER SMALL BREWER \_\_\_\_\_ SMALL BREWER OFF-SITE: 1 2 (Circle)  
OTHER: \_\_\_\_\_

APPLICATION NUMBER: A-824298

APPLICANT NAME: CAMINO REAL WINERY, INC.

PROPOSED NAME: CAMINO REAL WINERY

PROPOSED LOCATION: 13 TOME HILL RD., LOS LUNAS, NM

I CERTIFY THAT I HAVE POSTED THE REQUIRED NOTICE OF LIQUOR LICENSE PURSUANT TO SECTION 60-6B-2, NMSA, AND FURTHER CERTIFY AS FOLLOWS:

1. LOCATION POSTED IS WITHIN CORPORATE LIMITS OF: \_\_\_\_\_
2. LOCATION POSTED IS IN UNINCORPORATED LIMITS OF: Valencia County
3. DISTANCE FROM NEAREST CHURCH IS APPROXIMATELY: 1.5 miles  
NAME OF CHURCH IS: Immaculate Conception
4. DISTANCE FROM NEAREST SCHOOL IS APPROXIMATELY: 2.5 miles  
NAME OF SCHOOL IS: Tome Elem.
5. DISTANCE FROM NEAREST MILITARY INSTALLATION IS: 20.9 miles

MILES

NAME OF INSTALLATION IS:

- ☒ KIRTLAND AIR FORCE BASE (ALBUQUERQUE)  
☐ WHITE SANDS MISSILE RANGE (LAS CRUCES)  
☐ HOLLOMAN AIR FORCE BASE (ALAMOGORDO)  
☐ CANNON AIR FORCE BASE (CLOVIS)

NOTICE POSTED ON: \_\_\_\_\_ BUILDING \_\_\_\_\_ BILLBOARD \_\_\_\_\_ OTHER: trailer

DATE POSTED: 7/25/12

EXPIRATION DATE: 8/14/12

[Signature]  
APPLICANT'S SIGNATURE

[Signature]  
S.I.D. SPECIAL AGENT SGT



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

The Valencia County Board of Commissioners will hold a Public Hearing at the regular scheduled Public Hearing Meeting to be held on September 12, 2012 at the Valencia County Courthouse Commission Meeting Room, 444 Luna Ave., Los Lunas, New Mexico. This meeting will begin at 5:00 PM. A decision will be made at the Regular Business Meeting on September 19, 2012 starting at 9:30AM.

**THE APPLICANT IS REQUESTING A WINE GROWER LIQUOR LICENSE**

The purpose of this hearing is to consider the request to grant Jonathan P. Chavez, D/B/A Camino Real Winery, Inc., 13 Tome hill Rd., Hwy. 47, Los Lunas, NM 87031 a bonded winery wine grower license.

“If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager’s Office at the Valencia County Courthouse, Los Lunas, New Mexico, (505) 866-2003 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 Valencia County Courthouse if a summary or other type of accessible format is needed.”

For copies of the proposed Agenda please visit the county website at [www.co.valencia.nm.us](http://www.co.valencia.nm.us) or by calling (505) 866-2003, at least 24 hours prior to the meeting.

Publishing dates: August 25, 2012  
September 8, 2012

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head: Erik Tanner**

**Individual Making Request: Erik Tanner**

**Presentation at Meeting on: September 19, 2012**

**Date Submitted: September 12, 2012**

**Title of Request: Consideration of entering into MOU with the ASPCA**

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**Action Requested of Commission:**

Consideration of entering into a Memorandum of Understanding with the American Society for the Prevention of Cruelty to Animals to accept money to fund animal rescue transports.

**Information Background and Rationale**

The attached MOU makes financial provisions available to the Animal Shelter in the amount \$50.00 for every dog transported to other shelters or rescue facilities. The funds will be used to improve and increase animal transfers.

**What is the Financial Impact of this Request?**

There is no negative financial impact to the County.

**Legal:**

This appears to be a promising opportunity for the County to rescue animals on a reimbursable basis. DP

**Finance:**

Accepting the MOU will relieve the General Fund of some of the expenses of transporting animals. CC

**County Manager:**

No Comment. BS

**Memorandum of Understanding between**  
**The American Society for the Prevention of Cruelty to Animals and**  
**Valencia County Animal Control**

This Memorandum of Understanding (the "MOU") is made as of the \_\_\_\_ day of September 2012 and effective as of July 1, 2012 (the "Effective Date"), by and between The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92<sup>nd</sup> Street, New York, New York 10128 ("ASPCA"), and Valencia County Animal Control, a New Mexico County Organization with offices at 1209 Hwy 314, Los Lunas, NM 87031 ("Source Shelter") (collectively, the "Parties").

**A. Purpose**

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"), and the Source Shelter is an organization whose mission is to provide quality service for the wellbeing of the people and the animals of Valencia County.

The Source Shelter wishes to transfer certain dogs (the "Dogs," and each a "Dog") from the Source Shelter to a new location, as described herein, to increase the chances that such Dogs will be adopted, and the ASPCA wishes to help Source Shelter to increase the number of live exits from Source Shelter.

As described in this MOU, the Source Shelter may utilize the ASPCA grant process to facilitate such transfers of Dogs as part of The Carroll Petrie Foundation Dog Rescue Project (the "Project"), which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from the ASPCA to Source Shelter related to the Project and provides the framework for cooperation and communication between the ASPCA and the Source Shelter as part of the Project.

**B. ASPCA Grant**

1. Source Shelter will apply for an initial grant from the ASPCA by visiting [http://www.GrantRequest.com/SID\\_900?SA=SNA&FID=35180](http://www.GrantRequest.com/SID_900?SA=SNA&FID=35180).

Source Shelter must only be approved by the ASPCA Grants Department once per twelve-month period.

2. If Source Shelter's grant application is declined, this MOU will be void.
3. Upon formal approval by the ASPCA Grants Department, and subject to the provisions of this MOU, the ASPCA shall provide \$50 to the Source Shelter for each dog that the Source Shelter "Rescues" (as defined below) in excess of the number of dogs Rescued during the same month of the prior year. A Dog will be considered "Rescued" by Source Shelter for purposes of this MOU when Source Shelter: a) transfers a dog to a rescue group, b) transfers a dog to another shelter, c) transfers a dog to foster care and adopted through a "Foster Ambassador" program, or d) transfers a dog to a permanent off-site location and is adopted.. Receiving organizations and/or individuals can be local, regional, or located out-of-state.
4. Upon initial approval, grant payments will be made within six weeks of the Source Shelter submitting its monthly report, as described herein. The initial grant may be made, in the sole discretion of the ASPCA, based upon Source Shelter's estimated number of Dogs to be Rescued during the first month or on a reimbursement basis based on the first monthly report submitted in accordance with Section E(1).
5. Source Shelter acknowledges and agrees that all grant monies received by Source Shelter from the ASPCA shall be used exclusively for costs incurred directly in connection with the activities set forth in this MOU, and that failure to do so will result in Source Shelter having to return the Grant to the ASPCA within a reasonable time following the ASPCA's request to do so.
6. In addition to the reporting required in Section E, Source Shelter will provide the following information relating to this MOU ("Grant Requirements") within one year of the date of approval of the first grant:
  - Grant Recognition
  - Press Information
  - Photographs
  - Final Report
  - Financial Report

An explanation of these requirements can be found at <http://www.aspcapro.org/grant-reporting-requirements.php>. Grant Requirements will be published to your online grant account at this link: [https://www.grantrequest.com/SID\\_900/Default.asp](https://www.grantrequest.com/SID_900/Default.asp)

7. Source Shelter is required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and Source Shelter. The ASPCA will provide Source Shelter with reasonable notice of any such request unless otherwise mutually agreed upon.
8. Source Shelter will keep accurate books and records with respect to any Grant in accordance with generally accepted accounting principles and business practices. Source Shelter will maintain its books and records in such a manner that the receipts, if any, and expenditures of any Grant funds will be shown separately on such books and records in any easily checked form. Source Shelter will keep records of receipts, if any, and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of Source Shelter's acceptance of the Grant through such period.

**C. The Carroll Petrie Foundation Dog Rescue Project**

1. The Source Shelter acknowledges and agrees that this MOU is made possible due to a generous grant from The Carroll Petrie Foundation, and that when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU, even if additional Dogs are rescued. The ASPCA shall use its best efforts to notify the Source Shelter if such funds are nearing depletion.
2. The Source Shelter must not permit any Dog to be used for any improper purpose whatsoever, including for any experimental purpose. The Source Shelter must also make reasonable efforts to collaborate with its receiving organizations to ensure they are not euthanizing animals to make room for the transferred Dogs, nor keeping the Dogs or any other animals in an unsafe, unsanitary, or inhumane fashion.
3. The Source Shelter must ensure that any Dogs are transported in a safe, humane and legal manner.
4. The ASPCA will contact receiving organizations or foster care providers identified in the report(s) submitted by Source Shelter in accordance with Section E(1) to obtain data on the transferred Dog(s) and to document adoption stories, which it

may use for any purpose in accordance with the ASPCA Mission, including fundraising purposes. Upon the consent of the receiving organization, the ASPCA will share those stories with Source Shelter for its use.

D. **The Plan for moving dogs:** Source Shelter estimates that it shall move dogs as follows:

1. **Expected numbers:** Source Shelter anticipates that sixty-six (66) Dogs will be relocated per month throughout the Project.

2. **How the dogs will be moved:**

i. Source Shelter will increase the number of canine lives saved using these methods (i.e. transfer to rescue, transfer to shelter, foster adoption ambassador, transfer to off-site adoption locations): Transfer to rescue, transfer to foster homes, transfer to shelters.

ii. Source Shelter plans to use the following methods to transport Dogs: (i.e. via vehicle, air, etc.)

Vehicle

iii. Source Shelter anticipates that Grants will be used specifically to (i.e. fund transport, fund spay/neuter, fund vaccinations, or given to receiving shelter): Fund transport, fund additional veterinary care as required by destination shelter.

Source Shelter may only use the Grants for additional or different activities than those listed above in Section D(2)(iii) upon the prior written approval of the ASPCA.

3. **Where:** Location of destination rescue group or shelter: The Source Shelter anticipates relocating animals to (but not limited to) the following agencies: (org name, city and state)

A Puppy's Voice in Ft. Collins, CO. (Various destinations may be used both in state and out of state, which will be determined on an ongoing basis throughout the term of this Agreement).

**E. Reporting**

1. The Source Shelter shall submit regular, monthly reports in the form provided by ASPCA and attached hereto as Exhibit A by the 10<sup>th</sup> day of the following month. Submitted forms must be completed in their entirety. Prior to the start of Source Shelter's participation with the Project, the Source Shelter shall also submit baseline shelter data for each month for the same time period of this MOU for the prior year (i.e. if the MOU is effective from January 2013 through December 2013, Source Shelter should submit monthly shelter data from January 2012 through December 2012).
2. The Source Shelter shall obtain a minimum of 5% outcome data per receiver on the dogs relocated and report such data to the ASPCA. For example, if source shelter places 100 animals with one receiver, they will need outcome data on a minimum of 5 of those animals. Outcome data shall include, at a minimum, all information listed in Exhibit A.
3. The Source Shelter shall provide a minimum of 1 "happy endings" story per month about a dog affected by this project and submit such story to the ASPCA. The submission shall be one to two paragraphs long explaining why it is a "happy ending". It should contain: 1) one picture/video at the Source, Destination shelter or with adopter, if possible; and 2) contact information of person at destination or of the adopter for ASPCA phone interview. Any such submissions shall become the joint property of Source Shelter and the ASPCA, and the ASPCA may use such submissions for any purpose in furtherance of the ASPCA Mission, including for fundraising purposes.
4. Organizations that fail to submit required documentation in a timely manner will jeopardize future grants and/or grant payments.

**F. Key Contacts**

1. The Source Shelter shall communicate with directly with their main ASPCA contact (the "ASPCA Key Contact"). Contact information (which is subject to change) for the ASPCA Key Contacts includes:



Austin Gate's, Director, Animal Relocation, ASPCA  
Office: 989-539-2334      Cell: 917-848-6663

Kelli Harmon, Manager, Animal Relocation, ASPCA  
Office: 818-457-4809      Cell: 646-895-1491

Lea Lucky, Manager, Animal Relocation, ASPCA  
Office: 360-399-1285      Cell: 646-285-7732

2. Source Shelter Key Contacts:

**Primary Contact**

Name: Erik Tanner Title: Director  
Day Phone: 505-866-2479 ext. 5 Night Phone: 505-620-4966  
Fax: 505-866-2477 E-mail: erik.tanner@co.valencia.nm.us

**Representative in charge of submitting monthly data**

Name: Patty Mugan Title: Administrative Assistant  
Day Phone: 505-866-2479 ext. 3 Night Phone: 505-401-0371  
Fax: 505-866-2477 E-mail: pattymugan@aol.com

**Second Alternative Representative in charge of submitting monthly data**

Name: Erik Tanner Title: Director  
Day Phone: 505-866-2479 ext. 5 Night Phone: 505-620-4966  
Fax: 505-866-2477 E-mail: erik.tanner@co.valencia.nm.us

**"Happy Endings" contact**

Name: Patty Mugan Title: Administrative Assistant  
Day Phone: 505-866-2479 ext. 3 Night Phone: 505-401-0371  
Fax: 505-866-2477 E-mail: pattymugan@aol.com

## **G. Publication**

1. Any and all references to the Project, including but not limited to all such references in any announcements, press releases, advertisements, publications and other printed and electronic materials that refer to the Project, shall refer to the Project as "The Carroll Petrie Foundation Dog Rescue Project."
2. An initial joint press release will be created at the onset of the Source Shelter's participation in the Project. Source Shelter hereby grants to the ASPCA a license to use Source Shelter's name and trademarks on materials directly related to the activities of the Project and/or the Grant.
3. The Source Shelter shall use reasonable efforts to promote the Project through all available means and shall make every effort to keep the public informed of their cooperative efforts, including but not limited to press releases and social media outlets.
4. In consideration of any grants, Source Shelter shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA and The Carroll Petrie Foundation Dog Rescue Project in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Source Shelter shall submit the Project Materials for prior review and approval by the ASPCA Key Contact (defined below) prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Source Shelter without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to the Source Shelter a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Source Shelter to remove all references to the ASPCA's involvement if the ASPCA determines that the Source Shelter is not fulfilling its obligations under this MOU or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for cut-and-paste use on Source Shelter's website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: [www.asPCA.org/about-us/legal-information/link-to-us.html](http://www.asPCA.org/about-us/legal-information/link-to-us.html).

Link banners can be found via this URL: <http://www.asPCA.org/about-us/free-asPCA-stuff/free-link-banners.html>. For technical assistance regarding recognition of your Grant, please contact [press@asPCA.org](mailto:press@asPCA.org).



#### **H. Miscellaneous**

1. Both the ASPCA and the Source Shelter are separate and independent entities. Except as otherwise set forth in this MOU, each Party shall be responsible for its own costs in performing the activities described in this MOU. No reimbursement for expenses will be made except through the grant process as described herein.
2. This MOU is non-exclusive. Both the ASPCA and the Source Shelter reserve the right to form similar agreements with other organizations.
3. No Party to this MOU shall hold the other Party liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The Source Shelter shall not attempt to hold the ASPCA responsible for any illness or injury to the Animal(s), nor for any damages which the Animal(s) may cause to any person or property.
4. The ASPCA shall defend, hold harmless and indemnify the Source Shelter and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the ASPCA pursuant to this MOU.
5. The Source Shelter shall defend, hold harmless and indemnify the ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments,

penalties, losses, liabilities or expenses arising from any services or activities undertaken by the Source Shelter pursuant to this MOU.

6. Both the Source Shelter and the ASPCA agree to comply with all state, federal and local laws and ordinances applicable to this MOU and to the care of the Animal(s).
7. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the ASPCA and the Source Shelter. Nothing in this MOU shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

#### **I. Termination**

1. Termination at Will: This MOU shall begin on the Effective Date and shall remain in effect until the first anniversary of the Effective Date . This MOU may be terminated, without penalty, by written notification of either Party at any time.
2. Termination for Cause: The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion any situation below has been corrected or (ii) declare the Grant terminated in any of the following circumstances:
  - i. If, as the result of the consideration of reports and information submitted to it by Source Shelter or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA Mission (or that the Project is not being executed in substantial compliance with the proposal (or work plan as revised) or that Source Shelter is incapable of satisfactorily completing the work of the Project;
  - ii. In the case of any violation by Source Shelter of the terms and conditions of this MOU;
  - iii. In the event of any change in, or challenge by the Internal Revenue Service to, Source Shelter's status as a 501(c)(3) tax-exempt organization if Source Shelter held such status at the time of the approval of its grant application or, in the case of a municipal animal control facility, in the event that such organization ceases to provide animal control services.;

- iv. If it is revealed that, during the term of this MOU, Source Shelter is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission;
  - v. If all Project funds are exhausted, as described in Section C(1) of this Agreement.
- 3. Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.
- 4. If the ASPCA terminates this MOU, it shall so notify the Source Shelter, and Source Shelter shall, if so requested by the ASPCA, promptly refund and pay back to the ASPCA any unexpended balance of the grant funds in the Source Shelter's hands or under its control.

Agreed to this \_\_\_\_ day of September, 2012, by:

---

*Pam Burney, Vice President  
Community Initiatives*

*For the ASPCA*

---

*Don Holliday, Chair, District V  
Valencia County Commission*

*For the Valencia County Animal Control*

---

*Georgia Otero-Kirkham, Vice-Chair District II  
Valencia County Commission*

*For the Valencia County Animal Control*

---

*Mary J Anderson, District I  
Valencia County Commission*

*For the Valencia County Animal Control*

---

*Lawrence R. Romero, District III  
Valencia County Commission*

*For the Valencia County Animal Control*

---

*Ron Gentry, District IV  
Valencia County Commission*

*For the Valencia County Animal Control*

# EXHIBIT A—MONTHLY REPORTING FORM

MONTH:

Shelter Partner Name:

Partner Contact:

ASPCA Data Contact:

Name, phone, email

Name, phone, email

Month Pet Care Goal (above baseline)

Estimate for each month in advance (in ADU)

# Above or Under Goal

DOE: MONTHLY Stats

INVENTORY

INCOMING

OUTGOING

INVENTORY

In shelter at beginning of month

Total Intake (new arrivals)

Adoptions

Transfers (including those transferred to other shelters)

RTO

Lost, Died in shelter, other

Euth (new rescue)

Total Outgoing

In shelter at end of month

Length of Stay at Your Shelter (for transport)

Length of Stay at Destination (for transport)

Length of Stay at Destination (for adoption)

Destination TYPE Definition:  
Shelter = non-profit or municipal organization with brick & mortar facility.  
Rescue = rescue group without a facility  
Individual = Adoption Ambassador foster parent

DISTANCE:  
Local = w/in 50 miles  
Regional = w/in 200 miles  
Long Distance = 200+ miles

Destination TYPE:  
Shelter  
Rescue  
Individual (see above definition)

Transfer OUT Date

Animal Name (optional)

Outcome (e.g., Adopted, Returned to source, Euth., Transferred again, unknown)

New ID # or Name at Destination

Date Subsidy Paid ASPCA to complete

Amt Subsidy Paid ASPCA to complete

1246

6/1/12

Puffy

7/7/12

Rescue

Regional = w/in 200 miles

All Star Rescue

Adopted

2/19/00

Type

Distance

Adopted

Euthanized

Returned to

Transferred again

Unknown

S/N

Pull fees

Transport

Vet Care

**EXHIBIT B—AUTHORIZED REPRESENTATIVES**

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS**

Address: 424 East 92<sup>nd</sup> Street, New York, NY 10128

**Authorized Representatives to Contact for Emergency Assistance**

**Primary Representative**

Name: Sandra Monterose

Title: Senior Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 203-910-5340

Address: 520 8<sup>th</sup> Avenue, NY, NY 10018

**First Alternate Representative**

Name: Austin Gates

Title: Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 917-848-6663

Address: PO Box 646, Harrison, MI 48625



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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** Bruce Swingle

**Individual Making Request:** Nick Telles

**Presentation at Meeting on:** September 19, 2012

**Date Submitted:** September 12, 2012

**Title of Request:** Consideration to approve Resolution 2012-\_\_\_\_ for revisions to FY13 Budget

---

**Action Requested of Commission:**

Consideration to approve a resolution related to budget revisions for FY13 that meets NM Department of Finance and Administration mandates.

**Information Background and Rationale**

This request is to reallocate existing funds to meet the County's financial obligations and changing needs. These adjustments are necessary to get an approved budget to DFA as soon as possible.

**What is the Financial Impact of this Request?**

Reallocating 5% of current departmental budgets will result in a total of \$1 million in budget adjustments.

**Legal:**

No Comments. DP

**Finance:**

We met with all department heads and have located \$1 million in budget adjustments. NT

**County Manager:**

These revisions are intended to address the County's changing budget needs and financial obligations. BS

**A Budget Adjustment Resolution Reallocating Existing Funds**

**Resolution No. \_\_\_\_\_**

**WHEREAS**, the Board of County Commissioners of Valencia County, meeting in regular public session September 19, 2012, deems it necessary to reallocate existing funds in the General Fund to meet the County's financial obligations and changing needs; and

**WHEREAS**, such an adjustment in expenditures to the Fiscal Year 2013 Budget are additionally necessary to meet the New Mexico Department of Finance and Administration mandates.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valencia County Board of County Commissioners reallocates 5% of current departmental budgets, resulting in a \$1 million budget adjustment, as reflected in the attached revised budget.

**PASSED, APPROVED, AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 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: Michael Vinyard**

**Individual Making Request: Michael Vinyard**

**Presentation at Meeting on: September 5, 2012**

**Date Submitted: August 27, 2012**

**Title of Request: Approval of Solid Waste Services RFP (#VCR-FY13-005), Authorization to Initiate Formal Procurement**

---

**Action Requested of Commission:** Approval of draft RFP #VCR-FY13-005, for services to manage solid waste in the unincorporated portions of Valencia County, in content and concept. Authorization to release the RFP to the public on September 7, 2012, officially starting the formal procurement process.

**Information Background and Rationale:** As directed by the Board of County Commissioners. Goal is to resolve long standing issues related to the lack of a comprehensive waste management plan and program for the County.

**What is the Financial Impact of this Request?** None aside from the resources required to carry out the procurement and oversee the resultant contract/program. The program is designed to be self-sustaining.

**Legal:**

I have tendered my proposed comments and revisions to the RFP to Mr. Vinyard for his review and consideration. Mr. Vinyard has done a phenomenal job in incorporating the wishes of the Commission into this draft RFP. The Board must make a determination with respect to the proposed points to be allocated to each of the factors listed in Section V of the RFP, so that the scoring reflects the relative weight the Commission believes should be ascribed to each of those areas. D.P.

**Finance:**

No comment. N.T.

**County Manager:**

No comment. B.S.

**VALENCIA COUNTY  
STATE OF NEW MEXICO**

**REQUEST FOR PROPOSALS (RFP)**

**SOLID WASTE SERVICES  
FOR  
VALENCIA COUNTY**

**→ DRAFT!! ←**



**RFP #VCR-FY13-005**

**VALENCIA COUNTY PURCHASING  
444 Luna Ave., Suite 100A  
Los Lunas, NM 87031**

**September 21, 2012**

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The County of Valencia, State of New Mexico, on behalf of the Valencia County Board of County Commissioners, seeks sealed proposals from experienced and capable offerors that can carry out a comprehensive program for the management of solid waste within the unincorporated areas of Valencia County, New Mexico.

### **B. SUMMARY SCOPE OF WORK**

The scope of work consists of providing regularly scheduled (weekly) curb-side waste collection for all households in the unincorporated portions of the County. The successful offeror will also offer recycling service to each household served which may be selected, at an additional fee, at the option of each household. That contractor will be fully responsible for all aspects of billing as well as payment and collections management. Contractor shall also provide community outreach and education to residents.

The successful offeror will also be responsible for operating, maintaining and improving the County-owned "Conejo" waste facility. As with residential curb-side waste collection and recycling, the contractor will be fully responsible for all fiscal aspects of the operation of this facility and will retain all revenues generated.

### **C. SCOPE OF PROCUREMENT**

The scope of the procurement consists of implementing and operating a comprehensive curb-side waste collection program for households in the unincorporated portions of the County, including recycling service that may be utilized at the option of the household; operating and improving the County owned waste facility ("Conejo") as well as managing and performing all fiscal aspects of the above to include billings, payment acceptance and collections. The duration of the contract resulting from this RFP shall be for eight (8) years from the date of award. Under no circumstances shall the term of this contract exceed eight (8) years. This procurement will result in a single source award.

### **D. PROCUREMENT MANAGER**

The County of Valencia has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of Valencia.

**Michael Vinyard**  
Valencia County Purchasing

<u>Delivery Address (Including proposal delivery):</u> 444 Luna Ave., Suite 100A // Los Lunas, NM 87031	<u>Mailing Address:</u> P.O. Box 1119 // Los Lunas, NM 87031
--	---

Phone: (505) 866-2006

Fax: (505) 866-2424

E-mail: michael.vinyard@co.valencia.nm.us

NOTE: All deliveries via express carrier (INCLUDING PROPOSAL DELIVERY) should be addressed to Michael Vinyard's Delivery Address, above.

**E. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Apartment Building" means a building with three (3) or more dwelling units designed and intended to be occupied by three (3) or more families.

"Board of County Commissioners" (also "BCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Condominium" means an apartment building-like multi-unit dwelling in which each unit is individually owned.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Offeror who enters into a binding contract.

"County" means the County of Valencia, State of New Mexico.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers" which identify a desirable or discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Household" means a group of persons occupying a common living space serviced by an electrical utility and that has an electric meter for the purpose of billing that group of persons for electrical usage.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

"Local public body" means every political subdivision of the State of New Mexico and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities.

"NMAC" means the New Mexico Administrative Code, as administered by the new Mexico Commission of Public Records, State Records Center and Archives, Administrative Law Division.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Procuring agency of the County" means the department or other subdivision of the County of Valencia that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document which directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Valencia Purchasing Office or the Valencia County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Valencia.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express statement, by the Offeror in their proposal, that they agree with and agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE Company] agrees to comply with this requirement." and "The [NAME HERE Company] concurs with this requirement."

"Townhouse" means a dwelling within a group of dwellings that share common sidewalls.

"Waste Facility" means a publicly accessible solid waste or recycling collection, transfer, transformation, composting, conversion or materials separation, processing or recovery facility.

## **F. RESIDENT/VETERAN BUSINESS PREFERENCE**

### **Resident Business Preference**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those Offerors that have provided a valid resident business preference certificate with their proposal, as required by 13-1-22 NMSA 1978.

In order for an Offeror to receive preference as a resident business, that Offeror must submit a copy of their preference certificate with their proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department after January 1, 2012. Providing only a preference number is not acceptable and will not qualify the Offeror for any preference.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

### **Resident Veterans Preference**

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. Please see Section V.D.4 for more information and especially note Appendix F.

## **G. EVALUATION COMMITTEE**

The Evaluation Committee for this procurement shall be composed of the following persons:

- Valencia County Environmental Coordinator
- Valencia County Manager
- Valencia County Human Resources Director
- Valencia County Public Works Director
- Valencia County Purchasing Agent

Additionally, the Valencia County Finance Director will support the Evaluation Committee in the assessment of financial information required to be submitted as part of offeror proposals.

## **H. ACCESS TO PROCUREMENT SENSITIVE MATERIALS**

All persons requiring access to procurement sensitive materials (including but not limited to submitted proposals, amendments thereto, cost information, amendments thereto, potential or actual answers to questions, potential or actual RFP amendments, interim working papers and materials, evaluation discussions, strategies and negotiations prior to contract award) shall be required to sign a Non-Disclosure Agreement before being given such access. Those signed agreements will be made a part of the Procurement File.

## **I. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated Internet links:

- **New Mexico Procurement Code**

<http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0>

- **Valencia County Procurement Policy**

[http://www.co.valencia.nm.us/departments/finance/pdf/R05\\_68A\\_ProcurementPolicy.pdf](http://www.co.valencia.nm.us/departments/finance/pdf/R05_68A_ProcurementPolicy.pdf)

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and contains the general requirements governing the procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Procurement Manager (PM)	09/21/12 (Friday)
2. Return of "Acknowledgment of Receipt" Form for Distribution List	Potential Offerors (PO)	09/25/12 (Tuesday)
3. Pre-Proposal Conference	PM, PO	09/25/12 (Tuesday)
4. Deadline to Submit Additional Questions	PO	09/27/12 (Thursday)
4A. Procurement Status Update, Consideration of Answers to Questions, Consideration of RFP Amendments	Board of County Commissioners (BCC), PM	10/03/12 (Wednesday)
5. Response to Written Questions/ RFP Amendments	PM	10/04/12 (Thursday)
6. Submission of Proposal	Offerors	10/16/12 (Tuesday) 2:00 PM MDT
6A. Procurement Status Update	BCC, PM	10/17/12 (Wednesday)
7. Proposal Evaluation	Evaluation Committee (EC)	10/17/12 (Wednesday) to 10/23/12 (Tuesday)
7A. Procurement Status Update: Selection of Finalists, BAFO decision, Oral Presentation decision	BCC, PM	10/24/12 (Wednesday)
8. Notification of Finalists (If desired)	EC	10/25/12 (Thursday)
9. Best & Final Offer (If requested)	Offerors	10/31/12 (Wednesday)
10. Oral Presentations (If requested)	Offerors	11/01/12 (Thursday)
11. Contract Negotiations (If needed)	Tentative winner/County	11/02/12 (Friday) to 11/06/12 (Tuesday)
12. Procurement Status Update, Contract Award*	Purchasing Agent/BCC*	11/07/12 (Wednesday)
13. Protest Deadline	Offerors	11/26/12 (Tuesday)

\*Contract award is subject to approval of the Board of County Commissioners.

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

1. Issue RFP

This RFP is being issued by the Valencia County Purchasing Agent on behalf of the County of Valencia and the Valencia County Board of County Commissioners.

2. Return of "Acknowledgment of Receipt" Form for Distribution List

Potential Offerors should hand deliver or return by facsimile or e-mail or registered or certified mail the "Acknowledgment of Receipt" form that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in Section II.A (Sequence of Events), above.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and any RFP amendments. Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held on the date indicated in Section II.A (Sequence of Events), above at 1:30 P.M. MDT in **[VERIFY LOCATION]** the Commission Room, Room 103, 444 Luna Ave., Los Lunas, NM 87031. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (See Section I, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed at the conference. A public log will be kept of the names of potential Offerors that attended the Pre-Proposal Conference.

Attendance at the Pre-Proposal Conference is not a prerequisite for submission of a proposal but is highly recommended as questions will be answered.

4. Deadline to submit additional written questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I, Paragraph D.)

4A. Procurement Status Update, Consideration of Answers to Questions, Considerations of RFP Amendments

The Procurement Manager will update the BCC on EC recommended answers to questions submitted by Potential Offerors as well as any EC recommended amendments



to the RFP that may result from the Pre-Proposal Conference and any questions received. (DUE TO THE PROCUREMENT SENSITIVE NATURE OF THE DISCUSSIONS, THIS WILL OCCUR IN CLOSED, EXECUTIVE SESSION.)

5. Response to written questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted to the Valencia County Purchasing Office web site (<http://www.co.valencia.nm.us/>, via the "Purchasing/Sell to County" link). Notification of such posting shall be provided to all potential Offerors that have returned the "Acknowledgement of Receipt" Form found at Appendix A. A new "Acknowledgement of Receipt" Form will accompany the posted distribution package. The form should be signed by the Offeror's representative, dated, and hand-delivered or returned by facsimile or e-mail or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process.

6. Submission of Proposal

**OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MDT ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. PROPOSALS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL NOT BE ACCEPTED OR CONSIDERED.**

The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I, Paragraph D. Proposals must be sealed and should be labeled on the outside of the package to clearly indicate that they are in response to the "Solid Waste Services for Valencia County RFP", should reference "RFP #VCR-FY13-005" and should indicate the deadline for receipt (due date and time.) Proposals submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED.**

A public log will be kept of the names of all Offerors submitting proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

6A. Procurement Status Update

The BCC will be updated on the timely proposals received and the result of the initial assessment of whether all proposals met all mandatory requirements. If necessary, the disqualification of any proposal/proposals that fail to meet one or more mandatory requirements (thus non-responsive proposals) will also be discussed. (DUE TO THE PROCUREMENT SENSITIVE NATURE OF THE DISCUSSIONS, THIS WILL OCCUR IN CLOSED, EXECUTIVE SESSION.)

## **7. Proposal Evaluation**

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management. This process will take place during the time period indicated in Section II.A (Sequence of Events), above. During this time, the Procurement Manager may at his option initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

### **7A. Procurement Status Update: Selection of Finalists, BAFO decision, Oral Presentation decision**

The PM will present the initial scorings and recommendations for the selection of finalists to the BCC. The PM will also present the EC's recommendation for as to whether Best and Final Offers (BAFOs) should be sought and whether Oral Presentations should be held. (DUE TO THE PROCUREMENT SENSITIVE NATURE OF THE DISCUSSIONS, THIS WILL OCCUR IN CLOSED, EXECUTIVE SESSION.)

## **8. Notification of Finalists**

The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors on the date indicated in Section II.A (Sequence of Events), above. Only finalists will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

## **9. Best and Final Offers**

Finalists may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers on the date indicated in Section II.A (Sequence of Events), above.

## **10. Oral Presentations**

Finalist Offerors may be required to make an oral presentation to the Evaluation Committee. If so required, the Procurement Manager will schedule the time for each Offeror's presentation. All presentations will be made in a location to be specified in Los Lunas, NM 87031. Each presentation will be limited to a fixed amount of time as designated by the Procurement Manager in the Oral Presentation requirement notification.

## **11. Contract Negotiations**

If necessary, contract negotiations shall commence with the highest scoring Offeror no later than the date indicated in Section II.A (Sequence of Events), above. In the event that mutually agreeable terms cannot be reached within the time specified, the County

reserves the right to finalize a contract with the next highest scoring Offeror without undertaking a new procurement process.

#### **12. Procurement Status Update, Contract Award**

The Purchasing Agent will present the final EC Report to the BCC and answer any questions regarding the conduct of the procurement process. If the process is found to have been conducted fairly, properly and consistent with law, the Purchasing Agent will recommend contract award. The Purchasing Agent anticipates the BCC will award the contract on the date indicated in Section II.A (Sequence of Events), above. This date is subject to change at the discretion of the Purchasing Agent or the Board of County Commissioners. Any contract awarded shall be awarded to the Offeror whose proposal earns the highest score, taking into consideration the evaluation factors set forth in this RFP. (DUE TO THE PROCUREMENT SENSITIVE NATURE OF THE DISCUSSIONS, THIS WILL OCCUR IN CLOSED, EXECUTIVE SESSION.)

#### **13. Protest Deadline**

Any protest by an Offeror must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Valencia County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely Offerors shall begin on the day following contract award and will end at 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent.

Valencia County Purchasing  
Attn. Michael Vinyard, County Purchasing Agent  
444 Luna Avenue, Suite 100A  
Los Lunas, New Mexico 87031

NOTE: Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Valencia County Procurement Policy (#401-01-3, Resolution 2005-68).

#### **1. Acceptance of Conditions Governing the Procurement**

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix D). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

**2. Incurring Cost**

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this RFP shall be borne solely by the Offeror.

**3. Prime Contractor Responsibility**

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime contractor.

**4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used. Substitution of subcontractors, after contract award, must receive prior written approval of the County Purchasing Office.

**5. Amended Proposals**

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

**6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

**7. Proposal Offer Firm**

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

**8. Disclosure of Proposal Contents**

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which

the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Agent shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

#### 9. No Obligation

This procurement in no manner obligates Valencia County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Agent and other required approval authorities.

#### 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

#### 11. Sufficient Appropriation

NOT APPLICABLE.

#### 12. Legal Review

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

#### 13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

#### 14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

#### 15. Contract Terms and Conditions

The contract between the County and the contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix B, Sample Contract. However, the County reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix B, that Offeror must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

#### 16. Offeror's Terms and Conditions

Offeror's must submit with their proposal a complete set of any additional terms and conditions which they request be included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

#### 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

#### 18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights

The County reserves the right to accept all or a portion of an Offeror's proposal.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of the County. However any technical or user documentation submitted with the proposals of non-selected Offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

24. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

25. Competition

By submitting a proposal, Offeror certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the proposal submitted to the County.

26. Use by Other Government Entities

By submitting a proposal, Offeror indicates that they understand and agree that other government entities within the State of New Mexico, or as otherwise allowed by their

governing directives, may contract for the goods or services included in this procurement document with the awarded contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation or liability incurred by Valencia County.

**27. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County of Valencia.

**28. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

**29. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the County, the version maintained by the County shall govern.



### **III. RESPONSE FORMAT AND ORGANIZATION**

#### **A. NUMBER OF RESPONSES**

Offeror's may submit only one (1) response to this RFP.

#### **B. NUMBER OF COPIES**

Offerors shall deliver six (6) identical copies of their proposal to the location specified in Section I, Paragraph D on or before the closing date and time for receipt of proposals. Identical copies are defined as the original plus the number of additional copies needed to fulfill the requirement. For example, a requirement for six (6) identical copies would be fulfilled by submitting the original and five [5] copies of the original. The original copy should be clearly marked "ORIGINAL" on the front cover and shall contain original signatures. (An exception to this requirement is made for the "Cost Response Form" and the "Campaign Contribution Disclosure Form". See Section III.C.1, immediately below.)

#### **C. PROPOSAL FORMAT**

All proposals must be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

##### **1. Proposal Organization**

The proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence shown unless otherwise indicated.

- a. Letter of Transmittal Form (See Appendix D)
- b. Valid Resident Preference Certificate (Optional at Offeror's discretion. See Section I.F.)
- c. Resident Veterans Preference Certificate (If applicable. See Appendix F.)
- d. Table of Contents
- e. Cost Response Form\* (See Appendix C) in a sealed and labeled envelope
- f. Campaign Contribution Disclosure Form\* (See Appendix E) in a sealed and labeled envelope
- g. Proposal Summary (Optional)
- h. Response to Specifications
- i. Other Supporting Material (Optional. See Section III.C.3., below)

\*Only the single original needs to be provided and must be secured in the binder marked "Original" in the required sealed and labeled envelope.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Unless otherwise specified in this RFP, all discussion of proposed costs, rates or expenses must occur only on the Cost Response Form, Appendix C.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

## 2. Letter of Transmittal Form

The Letter of Transmittal Form at Appendix D **must** be completed, signed and included with the Offeror's proposal.

## 3. Other Supporting Materials

Offerors may attach other materials which they feel may improve the quality of their responses. However, these materials may not be reviewed by members of the Evaluation Committee and **will not** be scored.

## IV. SPECIFICATIONS

### A. INFORMATION

#### 1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section I.F, above, for more information.

#### 2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section V.D.4 for more information.

#### 3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.10, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal.

### B. MANDATORY REQUIREMENTS

#### 1. Letter of Transmittal Form (0 Points)

Offeror must complete and submit the "Letter of Transmittal Form", found at Appendix D, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

#### 2. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix B. A statement of concurrence is required.

#### 3. Oral Presentation (50 Points)

If required by the Evaluation Committee, Offeror must agree to attend and participate in an oral presentation as specified by the Evaluation Committee. A statement of concurrence is required. If held, the offeror will be required to present their proposal and explain their approach to providing the required services to Valencia County.

4. Campaign Contribution Disclosure Form (0 Points)

Offeror must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Valencia are BCC Chair Donald E. Holliday; BCC Vice-Chair Georgia Otero-Kirkham; Commissioners Mary J. Andersen, Lawrence R. Romero and Ron Gentry; Assessor Viola Garcia-Vallejos; Clerk Sally Perea; Probate Judge Jaime Baca; Sheriff Louis Burkhard and Treasurer Dorothy Lovato.)

5. Administrative Fee (0 Points)

Offeror must agree to pay the County an administrative fee on a regular basis. While the frequency of payment and exact amount to be paid will be subject to negotiation, the County anticipates the Administrative Fee will be approximately one (1) dollar per container (waste or recycle) serviced per month. A statement of concurrence is required.

6. Pricing (0 Points)

Offeror must agree that the prices proposed will remain fixed for the first year of the contract and that any future adjustments to pricing will be subject to negotiation and agreement by mutual assent of the parties. A statement of concurrence is required.

7. Proposal Bond (0 Points)

Offeror must provide, with their proposal, a Proposal Bond in the amount of 5% of the "Total Annual Sum" indicated on the Cost Response Form (Appendix C) submitted with the offeror's proposal. The Bid Bond shall be valid for the same period as the proposal, plus ninety (90) days after the validity date of the proposal. The County reserves the right to extend the validity of the Proposal Bond if a contract is not yet in place.

8. Performance Bond (0 Points)

Offeror must submit, with their proposal, proof of their ability to secure a performance bond in the amount of one million dollars (\$1,000,000.00). Offeror must ALSO agree to provide a performance bond, in the amount of one million dollars (\$1,000,000.00), at the time of contract award by the Valencia County Board of County Commissioners, if an award offer is made to them. The Performance Bond shall be valid for the entire period of the contract and for at least 90 days after the expiration date of the contract. A statement of concurrence is required.

**9. Financial Stability (0 Points)**

Offerors must submit copies of the most recent year's independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Offeror, the Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

**10. Cost (300 Points)**

Offeror must complete and submit the Cost Response Form at Appendix C. State gross receipts and local option taxes (if any) shall not be included in the proposed costs.

**C. DESIRABLE REQUIREMENTS**

**1. Experience (100 Points)**

Offeror should describe, in narrative form, their experience in providing residential pick-up and recycling services to large numbers of private residences that span a broad geographic area such as is found in Valencia County. Offerors should also detail how long they have been providing such services and how successful they have been.

**2. Residential Curb-Side Waste Pickup (75 Points)**

Offeror should describe, in narrative form, how they will provide regularly scheduled residential curb-side waste pickup for all residents living in unincorporated areas of Valencia County. The response should be tailored to the needs of Valencia County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

**3. Recycling Option (50 Points)**

Offeror should describe, in narrative form, how they will provide optional curb-side recycling capability for all residents living in unincorporated areas of Valencia County. The response should be tailored to the needs of Valencia County and should not consist solely of generic marketing materials. Illustrative materials may be included if desired.

**4. Operation and Improvement of Existing ("Conejo") Waste Facility (75 Points)**

Offeror should describe, in narrative form, what improvements they would make and how they would operate the "Conejo" waste facility. The response should include a schedule and a description of how Valencia County Citizens will be better served by the

improvements in infrastructure and operations to be implemented by the contractor. Illustrations, diagrams, charts, etc. may be included to support the offeror's narrative, if desired.

5. Fiscal Management (75 Points)

Offeror should describe, in narrative form, how they will manage fiscal operations with a focus on billing, payment collections and collection/management of past due accounts. Offeror should also describe how they will make provision and allow for County oversight of their fiscal management.

6. Citizen Outreach and Education (25 Points)

Offeror should describe, in narrative form, how they will implement a no-cost program of citizen outreach and education designed to educate citizens on the proper management and disposal of residential waste as well to reduce the incidence of illegal waste dumping.

7. Support for Community Clean-Up Events (25 Points)

Offeror should describe, in narrative form, how they will support six (6) community clean-up events annually at no cost to the County. These events will be designed to clean up illegal dump sites.

8. Bulk Item Pick-Up (25 Points)

Offeror should describe, in narrative form, how they will provide up to two (2) bulk item pick-ups per calendar year, upon customer request, at no additional cost to the customer.

9. Economic Development within Valencia County (75 Points)

Offeror should describe, in narrative form, how their proposal will contribute to economic development in Valencia County. At a minimum, offerors should address job creation and infrastructure creation and improvement. Additional points will be awarded with answers that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to offerors that have, or will commit to establishing, an office in Valencia County.

10. Project Plan (125 Points)

Offeror should provide a detailed project plan that describes how they will prepare for and carry out the requirements of the contract. The project plan should include a schedule of events, dependencies and assumptions. It should also describe what is needed/expected from the County and when those things are needed to make the effort successful.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Offeror proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Letter of Transmittal Form	0*
IV.B.2	Capability and Agreement to Perform	0*
IV.B.3	Oral Presentation	50
IV.B.4	Campaign Contribution Disclosure Form	0*
IV.B.5	Administrative Fee	0*
IV.B.6	Pricing	0*
IV.B.7	Proposal Bond	0*
IV.B.8	Performance Bond	0*
IV.B.9	Financial Stability	0*
IV.B.10	Cost	300
IV.C.1	Experience	100
IV.C.2	Residential Curb-Side Waste Pickup	75
IV.C.3	Recycling Option	50
IV.C.4	Operation and Improvement of Existing ("Conejo") Waste Facility	75
IV.C.5	Fiscal Management	75
IV.C.6	Citizen Outreach and Education	25
IV.C.7	Support for Community Clean-Up Events	25
IV.C.8	Bulk Item Pick-Up	25
IV.C.9	Economic Development within Valencia County	75
IV.C.10	Project Plan	125
TOTAL		1,000

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.B.1 through V.C.12 below, as indicated.

### B. EVALUATION FACTORS: MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (0 Points)

Pass/Fail only.

2. Capability and Agreement to Perform (0 Points)

Pass/Fail only.

3. Oral Presentation (50 Points)

If held, points will be awarded based on the quality, content and logic of the offeror's presentation as well as the strength and convincingness of answers provided to questions posed by the Evaluation Committee. If oral presentations are not held, all finalist offerors will be awarded the full fifty (50) points available.

4. Campaign Contribution Disclosure Form (0 Points)

Pass/Fail only.

5. Administrative Fee (0 Points)

Pass/Fail only.

6. Pricing (0 Points)

Pass/Fail only.

7. Proposal Bond (0 Points)

Pass/Fail only.

8. Performance Bond (0 Points)

Pass/Fail only.

9. Financial Stability (0 Points)

Pass/Fail only.

10. Cost (300 Points)

Points will be awarded based on the total annual cost ("Total Annual Sum") indicated on the Cost Response Form and calculated using the following formula:

$$\text{Offeror's Points} = \frac{\text{Lowest Proposed Total Annual Sum}}{\text{This Offeror's Proposed Total Annual Sum}} \times 300$$



### **C. EVALUATION FACTORS: DESIRABLE REQUIREMENTS**

#### **1. Experience (100 Points)**

Points will be awarded based on the strength and clarity of the offeror's response as well as the level(s) of complexity associated with the experience indicated and the apparent success described by the offeror. Additional points will be given to offerors that can provide evidence, especially independent evidence, of that success. Proposals received will be compared to each other as part of the scoring process.

#### **2. Residential Curb-Side Waste Pickup (75 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

#### **3. Recycling Option (50 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, the perceived simplicity of operation to the residents served and the likely satisfaction of the residents served. Proposals received will be compared to each other as part of the scoring process.

#### **4. Operation and Improvement of Existing ("Conejo") Waste Facility (75 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the perceived likelihood of success, how quickly the changes can be made effective and the likely satisfaction of the citizens served. Proposals received will be compared to each other as part of the scoring process.

#### **5. Fiscal Management (75 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the fairness and ease of use by residents of the County, the perceived likelihood of success of the process and the likely satisfaction of the citizens served. Proposals received will be compared to each other as part of the scoring process.

#### **6. Citizen Outreach and Education (25 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the ease of access to the information by citizens, the comprehensiveness of the program and

the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

**7. Support for Community Clean-Up Events (25 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the level of support provided, the comprehensiveness of the program and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

**8. Bulk Item Pick-Up (25 Points)**

Points will be awarded based on the strength and clarity of the offeror's response, the ease of use by the customer and the perceived likelihood of success. Proposals received will be compared to each other as part of the scoring process.

**9. Economic Development within Valencia County (75 Points)**

Points will be awarded based on the strength and logic of the offeror's response, the level of support indicated, how specific the response is as far as goals to be achieved and the perceived likelihood of success. Additional points will be awarded with answers that provide specifics as opposed to vague statements and generalities. Additional points will be awarded to offerors that have, or will commit to establishing, an office in Valencia County. Proposals received will be compared to each other as part of the scoring process.

**10. Project Plan (125 Points)**

Points will be awarded based on the depth and breadth of the plan provided, the clarity of the plan, the perceived likelihood of success, and the utility of the plan as a contract management tool by the County during the life of the contract. Proposals received will be compared to each other as part of the scoring process.

**D. EVALUATION PROCESS**

**1. Initial Review**

All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

**2. Clarifications**

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II, Paragraph B.7.

### 3. Other Information Sources

The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.18.

### 4. New Mexico Business Preference

Points will awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate. The preference will be provided to those Offerors that have provided a valid resident business preference certificate or a valid resident contractor certificate (as appropriate) or a Resident Veterans Preference Certificate (or both) with their proposal.

### 5. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Offerors who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Offeror whose proposal scores the highest, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the required approving authorities, as specified in Section II, Paragraph B.12. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

Request for Proposals

**SOLID WASTE SERVICES FOR  
VALENCIA COUNTY**

**Valencia County RFP #VCR-FY13-005**

In acknowledgment of receipt of this Request for Proposals, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

**The acknowledgment of receipt should be signed and returned (by fax, e-mail, courier or hand delivery) to the Procurement Manager no later than September 25, 2012.**

The firm listed below does/does not (circle one) intend to respond to this Request for Proposals.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposals.

Please return to:

**Michael Vinyard**  
Valencia County Purchasing  
444 Luna Ave, Suite 100A  
Los Lunas, NM 87031  
Phone: (505) 866-2006  
Fax: (505) 866-2424  
E-mail: michael.vinyard@co.valencia.nm.us

## APPENDIX B

### VALENCIA COUNTY

Contract No. VCR-FY13-005

THIS AGREEMENT is made and entered into by and between the County of Valencia, \_\_\_\_\_, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

#### IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Administrative Fee and Taxes.**

A. The Contractor shall pay to the County an Administrative Fee in the amount of \_\_\_\_\_ . Said Administrative Fee is to be paid \_\_\_\_\_ (frequency here) \_\_\_\_\_.

B. Contractor must submit a detailed statement reflecting all services provided to County residents under this contract that explains how the Administrative Fee for the reporting period was calculated.

C. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

D. Increases in the Administrative Fee may be requested annually, 12 months after the signing of the original contract or the date of signing of the most recent contract amendment that provided for an Administrative Fee increase, whichever is later. While all increases are subject to negotiation, no annual increase may exceed the percentage change in the Consumer Price Index (as specified below) for the most recently available 12 month period plus 1.000%.

The index to be used for any such calculation is the "Garbage and trash collection" sub-index found within the "Water and sewer and trash collection services" sub-index found within the "Fuels and utilities" sub-index which appears within the Housing" index of "Consumer Price Index for All Urban Consumers (CPI-U)", Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently be found by going to:

"<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column.

3. **Term.**

This Agreement is for eight (8) years from the date of approval by the Valencia County Board of County Commissioners unless terminated pursuant to paragraph 4 (Termination). In accordance with Section 13-1-150 NMSA 1978, the term of this contract shall not exceed eight (8) years under any circumstances.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

This section is NOT APPLICABLE to this Agreement.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

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

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. **Release.**

This section is NOT APPLICABLE to this Agreement.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16

NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

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

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

**13. Amendment.**

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



14. **Merger.**

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

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor.

**20. Disclaimer and Hold Harmless.**

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

**21. Indemnification.**

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

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Authority.**

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

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of

any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

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

**27. Survival.**

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

**28. Succession.**

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

**29. Force Majeure.**

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

**30. Mediation.**

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

**31. Notice to Proceed.**

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

**32. Attorney's Fees.**

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

**33. Cooperation.**

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

**34. Incorporation and Order of Precedence.**

Request for Proposals No. VCR-FY13-005 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Any contract amendment(s), in reverse chronological order; then
- B. this contract itself; then
- C. the Request for Proposals; then
- D. the Contractors Best and Final Offer(s), in reverse chronological order; then
- E. the contractor's proposal; then
- F. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

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

**36. Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

**37. Notices.**

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

To the County: Bruce Swingle, County Manager // PO Box 1119 // Los Lunas, NM 87031

To the Contractor: [insert name and address].

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.**

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Valencia County Manager

Date: \_\_\_\_\_

Printed Name: Bruce Swingle

VCR-FY13-005 // September 21, 2012

Address: 444 Luna Ave.  
Los Lunas, NM 87031

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

Printed Name: Michael Vinyard

Address: 444 Luna Ave.  
Los Lunas, NM 87031

DRAFT

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
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  
Valencia County Clerk

**Attachment 1**

**Scope of Work**

Required activities include, but are not necessarily limited to, the following:

1. Provide individual containers and regularly scheduled (weekly) curb-side waste collection for all households in the unincorporated portions of Valencia County. Persons living in apartment buildings, condominiums or townhouses may be serviced with individual containers, communal containers or any combination thereof as may be negotiated between the contractor and the residents of those facilities. The prorated cost to each household (based on the total number of individual dwelling units available) shall not exceed the amount charged to individual houses for the same service.
2. Offer recycling service to each household served in accordance with #1, above. Each household shall have the option to (A) accept the service, at an additional fee as specified in the contractor's proposal or as subsequently negotiated with the County or (B) may decline the recycling service.
3. Assume full responsibility for operating, maintaining and improving the County-owned "Conejo" waste facility.
5. Assume full responsibility for all aspects of billing as well as payment and collections management and provide for County oversight.
6. Provide community outreach and education to residents.
7. Support no less than six (6) community clean-up event annually
8. Provide no less than two (2) bulk item pick-ups annually, per customer, at customer request.
9. Report to the County monthly, all households that are over 60 days delinquent with their payments, all households that are over 90 days delinquent with their payments and all households for which the contractor anticipates terminating collection service for failure to pay.



## APPENDIX C

## COST RESPONSE FORM

**Valencia County RFP #VCR-FY13-005  
Waste Management Services for Valencia County**

State gross receipts and local option taxes (if any) shall not be included in the Total Proposed Costs.

OFFEROR NAME: \_\_\_\_\_

Item			Multiplier*		Total Monthly Cost
Proposed Monthly Cost PER HOUSEHOLD, (One [1] Waste Bin) =	\$ _____	times	16,000	=	\$ _____
Proposed Monthly Cost PER HOUSEHOLD, (One [1] Recycle Bin) =	\$ _____	times	6,400	=	\$ _____
Proposed Monthly Cost for EACH extra Waste Bin =	\$ _____	times	1,000	=	\$ _____
Proposed Monthly Cost for EACH extra Recycle Bin =	\$ _____	times	250	=	\$ _____
			<b>Total Monthly Sum**</b>	=	\$ _____
	<b>Total Monthly Sum times 12</b>	=	<b>Total Annual Sum***</b>	=	\$ _____

\* The multiplier used is for comparison purposes only and does not reflect anticipated or planned usage.

\*\* Add the four (4) Total Monthly Costs together

\*\*\* Multiply Total Monthly Sum times twelve (12)

## APPENDIX D

### LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST EACH BE RESPONDED TO**. Failure to respond to all four items **WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!**

1. Identity (Name) and Mailing Address of the submitting organization:


2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

5. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this RFP.

\_\_\_\_\_, 2012

Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

## APPENDIX E

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## APPENDIX F

### Resident Veterans Preference Certification

\_\_\_\_\_(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

**Please check one box only**

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

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**VALENCIA COUNTY**  
**Board of County Commissioners**

**Agenda Request Form**

**Department Head:** N/A

**Individual Making Request:** Commission Chairman Donald E. Holliday

**Presentation at Meeting on:** September 19, 2012

**Date Submitted:** September 12, 2012

**Title of Request:** Consideration of approval of a Joint Powers Agreement (JPA) with the City of Belen for the Creation of a Valencia Community Hospital

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**Action Requested of Commission:**

Consideration of approval of a JPA with the City of Belen for the Creation of a Valencia Community Hospital at the Belen Site pursuant to NMSA 1978, § 4-48B-3(G) (2003). The JPA provides for the Valencia County/Belen joint issuance of an RFP for a contractor to construct and operate a hospital on a parcel of real property owned by the City of Belen.

**Information Background and Rationale**

The City of Belen proposed this JPA for the purpose of engaging a contractor to construct and operate a hospital on its real property for use by the citizens of the County. The JPA intends that the County's Hospital Mill Levy Funds will be transferred to the contractor upon the substantial completion of the hospital for its operation.

**What is the Financial Impact of this Request?**

County personnel resources to produce an RFP; the County may choose to allocate resources to perform a feasibility study and eventually the County may, if the hospital is completed and operational, transfer the mill levy funds for its operation.

**Legal:**

Essentially this JPA provides for the following:

1. The County may choose to perform feasibility studies on the hospital and/or the Belen site. The County may terminate the JPA if either are not reasonably feasible.
2. If the site/hospital are feasible the JPA requires the County and Belen to jointly issue an RFP for the Lease and/or Acquisition of the Belen Site for Hospital Facility, Financing of Hospital Facility Through Revenue Bonds, and a Health Facilities Contract for Hospital Located on Belen Site. If the parties determine that the RFP responses are not mutually acceptable the JPA may be terminated.
3. If there is a reasonable response to the RFP the JPA contemplates that a contract will be issued to the contractor for the lease and/or acquisition of the Belen site property, financing and issuance of a health facilities contract. The most basic contract provisions are set forth in the JPA but many of the details, including the form of real property transfer, will have to be developed. A final contract will require the transfer the County's mill levy funds to the contractor upon the substantial completion of the hospital.

Consequently, if the Board of County Commissioners, as a policy decision, decides that utilizing the mill levy funds for the operation of hospital located on the Belen site, by a contractor, is in the best interest of the County this JPA is a good legal mechanism to realize that goal.

**VALENCIA COMMUNITY HOSPITAL**  
**VALENCIA COUNTY / CITY OF BELEN**  
**JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2012, which shall be the date of execution by the Secretary of the New Mexico Department of Finance and Administration (the “**Secretary**”), or his designee, (the “**Effective Date**”) by and between Valencia County, a political subdivision of the State of New Mexico (“**Valencia County**”) and the City of Belen, a New Mexico municipality (“**Belen**”), each a **Party**, and collectively the **Parties**, pursuant to the Joint Powers Agreements Act, § 11-1-1 through § 11-1-7, NMSA 1978 and subject to the approval of the Secretary.

**RECITALS**

**WHEREAS**, it has been determined that there is a need to provide appropriate and adequate hospital facilities for the sick of Valencia County, New Mexico, and

**WHEREAS**, the Board of County Commissioners of Valencia County (the “**County Commission**”) has been working to accomplish the establishment of a hospital in Valencia County, and

**WHEREAS**, the citizens of Valencia County have demonstrated their support for a hospital in Valencia County, including at the November 7, 2006 General Election by the approval of the overwhelming majority of the voting qualified electors of Valencia County of a 2.75 mill levy on the net taxable value of property subject to taxation within the county (the “**Mill Levy**”) to support the operation and maintenance of a hospital in Valencia County, and

**WHEREAS**, Valencia County has previously authorized the formation of a New Mexico non-profit corporation, Valencia Health Commons, and contracted with Valencia Health Commons to achieve the establishment of a hospital in Valencia County, and

**WHEREAS**, Valencia County has terminated its agreement with Valencia Health Commons, and

**WHEREAS**, following termination of its agreement with Valencia Health Commons, Valencia County has no present contractual obligations or other binding commitments for the establishment of a hospital in Valencia County, and

**WHEREAS**, Valencia County remains committed to the establishment of a hospital in Valencia County, and

**WHEREAS**, Belen is also interested in and committed to the establishment of a hospital in Valencia County, and

**WHEREAS**, Belen is willing to participate in and contribute to the effort to establish a hospital in Valencia County, and has, in fact, authorized and had prepared, at its expense, a feasibility study (the "**Belen Feasibility Study**") indicating that a hospital is viable if located on a specific parcel of land made available by Belen (the "**Belen Site**"), and

**WHEREAS**, Valencia County and Belen wish to work cooperatively to achieve the establishment of a hospital in Valencia County, and

**WHEREAS**, Valencia County desires to independently analyze and evaluate whether a hospital at the Belen Site will be successful and sustainable, and may do so by its own evaluation of the Belen Feasibility Study or through engagement by Valencia County of an independent consultant to provide a written analysis and report as to whether a hospital at the Belen Site will be successful and sustainable (the "Independent Feasibility Validation Report"), and

**WHEREAS**, Valencia County and Belen wish to enter into a joint powers agreement to accomplish the establishment of a hospital on the Belen Site by taking the steps identified more specifically in this Agreement, including Valencia County's independent determination that a hospital at the Belen Site will be successful and sustainable, either through its own evaluation of the Belen Feasibility Study or through the Independent Feasibility Validation Report, and the subsequent issuance of a request for proposals by Valencia County and Belen for entry into a health care facilities contract with Valencia County for the transfer and distribution of mill levy proceeds for the operation and maintenance of a hospital upon the substantial completion of the construction of a hospital/24 hour emergency healthcare facility on the Belen Site and a separate agreement by Belen with Valencia County and/or the entity awarded the health care facilities contract to allow the construction and operation of a hospital on the Belen Site,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

### **AGREEMENT**

1. **Recitals.** The Recitals set forth hereinabove are incorporated herein by reference and shall be considered part of this Agreement as if fully restated herein.

2. **Purpose.** The purpose of this Agreement is to set forth the understanding pursuant to which Valencia County and Belen, working cooperatively, will establish an acute care, sole provider hospital/24 hour emergency health care facility in Valencia County on the Belen Site (the "**Valencia Community Hospital**"), which will, pursuant to NMSA 1978, § 4-48B-3(G) (2003):

a. Admit and treat patients without regard to race, sex, religion or national origin.

- b. Include x-ray, laboratory services, and a pharmacy or drug room.
- c. Have available adequate emergency equipment, personnel and procedures, including:
  - i. A standby emergency power system.
  - ii. At least one person capable and authorized to initiate immediate lifesaving measures.
  - iii. Facilities for emergency laboratory work, including, as a minimum, urinalysis, complete blood count, blood type and cross match.
  - iv. Diagnostic radiographic facilities.
- d. Provide facilities, procedures and policies for prevention, control and reporting of communicable diseases, including one or more rooms for isolation of patients having or suspected of having communicable diseases.
- e. Maintain adequate records, including, as a minimum, a daily census and a register of all births, deliveries, deaths, admissions, emergency room admissions, discharges, operations, outpatients, inpatients and narcotics.
- f. Provide physical facilities, personnel, equipment and procedures that comply with the regulations promulgated by the public health division of the department of health (collectively, the “**Hospital Facility**”).

3. The Belen Site. The Belen Site consists of 13.65 acres located near Interstate 25 (I-25) in the City of Belen Healthcare Hub just north of Camino del Llano and east of Christopher Road and more particularly described as follows:

Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A,

plus an additional 10.35 acres located north of and immediately adjacent thereto, which is under separate private ownership and is presently available for the Hospital Facility (the “**Belen Site**”). The acquisition cost of the Belen Site was \$619,000.00. It has a substantially higher present value due, in large part, to subsequent on- and off-site infrastructure improvements. *See* Ex. A, attached hereto.

4. Independent Validation of the Feasibility of a Hospital on the Belen Site. Valencia County shall independently analyze and evaluate the Belen Feasibility Study for the purpose of determining whether a hospital on the Belen Site will be successful and sustainable (the “**Belen Site Location Feasibility Determination**”). Valencia County may make the Belen Site Location Feasibility Determination using one of the two methods described below. In the event that Valencia County determines, pursuant to Section 4(a)

below that a hospital on the Belen Site will not be successful or feasible, or in the event that Valencia County or Belen reject the Independent Feasibility Validation Report pursuant to Section 4(b) below, neither Valencia County nor Belen shall be further obligated under this Agreement and Valencia County or Belen may thereafter immediately terminate its participation in this Agreement and shall have no further obligation hereunder.

a. Valencia County Independent Belen Site Location Feasibility Determination. Valencia County may conduct and complete its own internal evaluation of the Belen Feasibility Study as to whether a hospital at the Belen Site will be successful or sustainable. In the event Valencia County chooses to make the Belen Site Location Feasibility Determination internally and without engagement of independent consultants, Valencia County will complete such internal evaluation and place its acceptance or rejection of the Belen Feasibility Study on the issue of whether a hospital on the Belen Site will be successful and sustainable and its Belen Site Location Feasibility Determination on a Valencia County Commission meeting agenda no later than July 31, 2012. Valencia County's independent Belen Site Location Feasibility Determination must be evidence-based and reasonable.

b. Engagement of Consultant To Make Recommendations as to Belen Site Location Feasibility Determination. Valencia County may engage an independent consultant to provide a written analysis and report as to whether a hospital on the Belen Site will be successful and sustainable (the "Independent Feasibility Validation Report"), and Valencia County shall authorize the expenditure of funds and shall retain and/or otherwise engage an independent consultant to complete the Independent Feasibility Validation and prepare an Independent Feasibility Validation Report to Valencia County and Belen no later than July 31, 2012. Belen and Valencia County shall each review and accept or reject the Independent Feasibility Validation Report no later than August 30, 2012. Rejection of the Independent Feasibility Validation Report by either Belen or Valencia County must be evidence-based and reasonable.

5. Issuance of Request for Proposals for Lease and/or Acquisition of the Belen Site for Hospital Facility, Financing of Hospital Facility Through Revenue Bonds, and a Health Facilities Contract for Hospital Located on Belen Site. If Valencia County independently makes and accepts the Belen Site Location Feasibility Determination pursuant to Section 4(a) above, or if Valencia County each accept the Independent Feasibility Validation Report pursuant to Section 4(b) above, Valencia County and Belen shall, within ninety (90) days after the date of such acceptance, jointly issue a request for proposals for: (a) the lease and/or other acquisition of the Belen Site from Belen for the construction and operation of a Hospital Facility thereon, (b) submission of a financing plan for the construction and equipping of the Valencia Community Hospital to the extent public financing in the form of revenue bonds is proposed to be sought by any offeror, and (c) the transfer and distribution of mill levy proceeds by Valencia County for operation and maintenance of the Valencia Community Hospital to be constructed on the Belen Site upon the substantial completion of the construction of the Hospital Facility through a health facilities contract offered by Valencia County (the "**Health Care Facilities Contract RFP**").

a. Terms and Provisions of the Health Care Facilities Contract to be Included in the Health Care Facilities Contract RFP. The Health Care Facilities Contract RFP shall, at a minimum, require that the following provisions be included in any health care facilities contract awarded under the Health Care Facilities Contract RFP:

- i. The contractor shall use the funds received under the health care facilities contract only for non-sectarian purposes and to make the Valencia Community Hospital available to provide services to the sick of Valencia County;
- ii. The contractor shall have exclusive control of the development, operating, equipping, and maintaining the Hospital Facility so long as such development, operation, equipping and maintenance is consistent with the terms of the health care facilities contract and all requirements of New Mexico law, including, without limitation, the New Mexico Hospital Funding Act;
- iii. The contractor shall not discriminate in employment, granting of medical staff privileges, or availability of hospital facilities on account of race, sex, religion, or national origin;
- iv. The contractor will undertake and assume all financial responsibility for the development, operation, equipping, and maintenance of the Hospital Facility, and may utilize Mill Levy Funds for that purpose to the extent permitted by New Mexico law, as well as any additional public funds available under New Mexico or federal law and any public or private grants that may be available;
- v. The Mill Levy Funds shall not be transferred to the contractor until the contractor receives a certificate of substantial completion of the Hospital Facility (which shall mean receipt of a certificate of substantial completion of the construction of the Hospital Facility conditioned upon acceptance of patients within six months thereafter), which must be no later than December 31, 2014, and Valencia County shall hold the Mill Levy Funds in a restricted account until such condition is met;
- vi. Upon transfer of the Mill Levy Funds to the contractor, the contractor shall use the Mill Levy Funds only for the purpose of operating, equipping and maintaining the Hospital Facility;
- vii. The contractor's use of Mill Levy Funds for capital expenditures, construction costs or any other expenditure not related to operation, equipping and maintaining the Hospital Facility shall be deemed an impermissible use of Mill Levy Funds and grounds for termination of the health care facilities contract;

- viii. The contractor will prepare an annual accounting and report to Valencia County, accounting for expenditure of Mill Levy Funds for the previous year and an annual plan explaining the planned use of Mill Levy Funds for the succeeding year;
- ix. The contractor will provide copies of audited financial statements detailing the financial condition of the contractor on an annual basis, including an annual balance sheet, personal and real property inventories, profit and loss statements, accounts receivable, accounts payable records, and other financial records bearing on the operation of the Hospital Facility;
- x. The health care facilities contract may be terminated without cause upon 180 days' notice after the first three years of the contract, but such termination provision shall not apply during any portion of the term in which the contractor is obligated to make debt service payments on revenue bonds that finance all or part of the Hospital Facility or equipment for the Hospital Facility.

b. Terms and Provisions of the Lease and/or Other Acquisition of the Belen Site to be Included in the Health Care Facilities Contract RFP. Belen shall, through the Health Care Facilities Contract RFP, agree to make the Belen Site available for the construction of the Hospital Facility, either through a conveyance of the Belen Site from Belen to Valencia County or the contractor subject to certain specified conditions pertaining to the construction and operation of the Hospital Facility on the Belen Site or on a long-term lease basis, the specific terms of which will be subject to Belen's consideration of proposals submitted in response to the Health Care Facilities Contract RFP.

c. Terms and Provisions of Financing/Bonds to be Included in the Health Care Facilities Contract RFP. Valencia County may, if necessary and appropriate, pursuant to NMSA 1978, § 4-48B-18, issue revenue bonds for the purpose of constructing, purchasing, renovating, remodeling, equipping or re-equipping the Valencia Community Hospital and the acquisition of land necessary therefore or any combination of the foregoing purposes, but is not obligated to do so under this Agreement. Belen may, if necessary and appropriate, issue revenue bonds for the purpose of constructing, purchasing, renovating, remodeling, equipping or re-equipping the Valencia Community Hospital and the acquisition of land necessary therefore or any combination of the foregoing purposes, but is not obligated to do so under this Agreement. In either event, the terms and conditions of the bond issue shall be determined before the bonds are issued. As part of the Health Care Facilities Contract RFP, the offerors shall be requested to provide a financing plan for the construction and equipping of the Valencia Community Hospital and address whether issuance of bonds by either Valencia County or Belen will be requested or required by the offeror for the construction and/or operation of the Valencia Community Hospital and the offeror's performance of obligations under any health care facilities contract to be awarded under the Health Care Facilities Contract RFP.

6. Review and Acceptance or Rejection of Responses to the Health Care Facilities Contract RFP. Valencia County and Belen shall jointly review and consider all timely, complete and qualified responses to the Health Care Facilities Contract RFP. In the event that either Valencia County or Belen conclude that no such proposals are mutually acceptable to Valencia County and Belen or that funding for the acquisition of the Belen Site and/or the funding for construction and equipping of the Valencia Community Hospital and/or the entry of a health care facilities contract for operation and maintenance of the Valencia Community Hospital is not available on reasonable terms and conditions, neither Valencia County nor Belen shall be obligated to make an award under the Health Care Facilities Contract RFP or to otherwise enter into an agreement related to the use and/or other acquisition of the Belen Site and/or the entry of a health care facilities contract for the construction and operation of the Valencia Community Hospital on the Belen Site, and Valencia County or Belen may terminate its participation in this Agreement and shall have no further obligation hereunder. In the event that Valencia County and Belen determine that one or more proposals for the acquisition and/or use of the Belen Site for the construction and operation of a Hospital Facility and the entry of a health care facilities contract for the operation and maintenance of the Valencia Community Hospital on the Belen Site are mutually acceptable to Valencia County and Belen, Belen will thereafter enter into a respective agreement for the acquisition and/or use of the Belen Site by the offeror selected under the Health Care Facilities Contract RFP and Valencia County shall thereafter enter into a health care facilities contract for the operation and maintenance of the Valencia Community Hospital on the Belen Site with the offeror selected under the Health Care Facilities Contract RFP.

7. Term. The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2014 (the "**Initial Term**") and as long thereafter as necessary to effectuate the purpose of this Agreement, except that either Party may, after expiration of the Initial Term, terminate this Agreement, without cause, upon six months written notice to the other Party. In the event that either Party elects to terminate this Agreement in order to withdraw from this Agreement (the "**Withdrawing Party**"), the Withdrawing Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development and/or operation of the Valencia Community Hospital. In the event that either Party fails to fulfill its obligations, or any of them, (the "**Defaulting Party**") during the term of this Agreement, the other Party (the "**Non-Defaulting Party**") may give notice of such failure, and in the event the Defaulting Party fails to reasonably satisfy the Non-Defaulting Party of its intention and ability to cure the default within 30 days of receipt of the notice specifying the failure at issue, or within such additional time as may be reasonably required to cure the default, the Non-Defaulting Party may withdraw from this Agreement without further notice and without any continuing obligation to the Defaulting Party, except that the Non-Defaulting Party shall take all action reasonably practicable to ensure that the withdrawal does not cause harm to the development or operation of the Valencia Community Hospital.

8. Disposition of Property Acquired. Upon termination of this Agreement: (1) any and all equipment, furnishings, and other personal property acquired during the term of this Agreement shall belong to the Valencia Community Hospital; (2) the building and all improvements located on the surface of the Belen Site shall belong to Valencia



County and/or the Valencia Community Hospital and remain on the Belen Site so long as the building and other surface improvements are used for the operation of a hospital; and (3) the Belen Site itself (surface and sub-surface) shall remain in the ownership of Belen, if a lease, or revert to Belen, if the fee title to the Belen Site was conveyed to Valencia County or the owner/operator of the Valencia Community Hospital.

9. Miscellaneous.

a. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the Parties at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to Valencia County:           Office of the County Manager  
  P.O. Box 1119/444 Luna Avenue  
  Los Lunas, NM 87031  
  Fax: (505) 866-3355

with a copy to the Valencia County Attorney at the address above;

If to Belen:                       Office of the City Manager  
  100 South Main Street  
  Belen, NM 87002  
  Fax: (505) 864-8408

with a copy to the City Attorney at the address above.

b. Assurances. Consistent with the terms and conditions hereof, each Party will execute and deliver such certificates and other documents and take such other action as any other Party may reasonably require in order to carry out the Agreement and the transactions contemplated hereby.

c. Severability. If any provision of the Agreement becomes or is found to be illegal or unenforceable for any reason, such provision may be modified to the extent necessary to make this Agreement legal and enforceable. If such provision cannot be so modified, it shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

d. Amendment. The Agreement may be amended if, in the opinion of the Parties, an amendment would be desirable to advance the purpose of the Agreement.

However, the Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.

e. Assignment. The Agreement or any of the rights, duties, or obligations of the Parties hereunder, shall not be assigned by either Party without the express written consent and approval of the other Party.

f. Successors and Assigns. This Agreement binds and inures to the benefit of the parties and, subject to the restrictions on transfer herein set forth, their respective successors, assigns and personal representatives.

g. Complete Agreement. The Agreement and the exhibits attached hereto contain the entire understanding of the Parties with respect to the transactions contemplated hereby and supersede all prior arrangements or understandings with respect thereto. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein.

h. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

i. Headings. Section or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

j. Governing Law. This Agreement is governed by and is to be construed in accordance with the law of the State of New Mexico.

k. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile and/or electronic counterparts, each of which shall be a fully binding and enforceable contract and agreement against the party signing such counterpart, but all such counterparts shall together constitute but one agreement.

[Remainder of page left blank intentionally]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date of signature by the Secretary of the Department of Finance and Administration, or his designee, as set forth below.

**VALENCIA COUNTY, a political  
subdivision of the State of New Mexico**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Donald J. Holliday, Chair  
Board of County Commissioners, District 5

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Georgia Otero-Kirkham, Vice Chair  
Board of County Commissioners, District 2

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary J. Andersen  
Board of County Commissioners, District 1

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lawrence R. Romero  
Board of County Commissioners, District 3

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Gentry  
Board of County Commissioners, District 4

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valencia County Attorney

**CITY OF BELEN, a New Mexico  
municipality**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rudy Jaramillo, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary T. Aragon, Mayor Pro Tem

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David J. Carter, City Councilor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jerah R. Cordova, City Councilor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wayne Gallegos, City Councilor

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Lucy Baca, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Belen City Attorney

APPROVED:

**NEW MEXICO DEPARTMENT OF FINANCE  
AND ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Clifford, Secretary

The City of Belen's

## **Healthcare Hub** VALENCIA COMMUNITY HOSPITAL

### **LEGAL DESCRIPTION**

The 13.65-acre hospital site is located near Interstate 25 (I-25) in the City of Belen's Healthcare Hub on the northeast side of the Camino Del Llano interchange along Christopher Road.

It has the following legal description:

*Four tracts of land situated within Section 13, Township 5 North, 1 East of the New Mexico Principal Meridian in Valencia County, New Mexico, being portion of tracts 262A, 263A, 264A and 265A.*

### **QUALITY COMMITMENT**

Stretching 13.65 acres near an accessible interchange and airport, the City of Belen's proposed site is well-suited for a hospital, having a number of attributes that bolsters its ability to be developed quickly and cost effectively. The city has secured local support and commitments that allow for site expansion should expansion be needed.

The Healthcare Hub is an established and proven health commons (Addendum A). The hospital will be an added value benefit to the medical professionals currently working in the Healthcare Hub, where even today, there are plans underway for new medical-related facilities. The site readily incorporates clustered services, a vital component to the success of any medical facility. Industry clustering provides essential established resources, proven by the medical industry, as well as others, to be the key ingredient in sustainability.

The Healthcare Hub offers immediate access to all of the medical-related services available in Belen, including things like pharmacies, medical supplies and hospice, also while providing nearly \$23 million of direct infrastructure investment in recent years, available to support a hospital (Addendum B).

### **STRATEGIC PLANNING**

- *The Healthcare Hub is a health commons.* It provides a diversity of medical and medical-related facilities, including the Belen Meadow Healthcare and Rehabilitation Center, the Presbyterian Urgent Care, as well as residential and educational facilities.
- *Camino del Llano is Belen's most active area of development.* Belen is developing most quickly on its west side, particularly near the Camino del Llano interchange and onto the west mesa. Not only has the city continued to see housing development in neighborhoods like Sunrise Bluffs and Jardin de Belen, the city, along with the New Mexico State Aviation Department and Federal Aviation Administration has invested approximately \$2.3 million in Belen Alexander Municipal Airport, annexing 1,400 acres into city limits, constructing a new pilot's lounge, establishing a fire department substation and completing two phases of a three-phase crosswind runway project with the United States Air Force.

PAGE 1

## **EXHIBIT A**

Page 1 of 5

- *The Camino del Llano area is designated one of Belen's busiest activity centers.* In the City of Belen's Strategic Growth Plan adopted on February 8, 2010, the Mid-Region Council of Governments describes the Camino del Llano corridor as "the primary access from the interstate freeway to the airport and west mesa development, and the most direct entrance into the downtown area."
- *The city has invested more than \$11.1 million in infrastructure in the Healthcare Hub.* In the past four years, the city has spent millions of dollars in the immediate area, including water, sewer, drainage, lighting, pedestrian walkways, newly paved roadways and other accessibility improvements. Projects have included reconstruction and improvements to Christopher Road, which provides front-door access to the hospital from Camino del Llano.
- *Belen Consolidated Schools has medical curriculum and a career academy.* The district has invested \$8.3 million in higher education curriculum and a state-of-the-art facility, known as the Belen High School Career Academy, offering a nursing program that puts Belen's youth on track to graduate college and staff the hospital. Belen's nursing program involves a dual-credit collaboration with the University of New Mexico Valencia Campus. In May 2012, the Valencia Campus will graduate its first class of certified nurses.
- *Belen is a bedroom and retirement community suitable for medical facilities.* The Valencia County Comprehensive Plan (2005), the City of Belen Comprehensive Plan (2003), and the City of Belen Strategic Growth Plan (2010) designates the City of Belen as a bedroom and retirement community, evidenced by housing developments like Sunrise Bluffs, an 80-unit, seven-phase development, and the proposed 48-unit assisted living facility.
- *Belen is Valencia County's most centralized, accessible transportation hub.* The Healthcare Hub offers quick access to the interstate, railway and sky. According to the New Mexico Airport System Update (2009), Belen Alexander Municipal Airport is a gateway airport due to its proximate location to interstate travel, refueling and connecting travel. It also receives overflow from the Albuquerque International Sunport.

#### **SITE READINESS**

The hospital site has adequate infrastructure to serve the demands of a hospital.

**Wet Utility Infrastructure:** The property is serviced by redundant water infrastructure, such as two eight-inch water lines stubbed to the property and fed from the west end of the property along Christopher Road. Christopher Road is fed through an 18-inch water main line on Camino del Llano that is fed by three nearby municipal water wells. An additional eight-inch water line along the east end of the property is fed directly from a municipal water well located 150 feet south of the property, providing proper fire protection and low-cost water loop interconnects to exceed the hospital's demands. An eight-inch sewer line is also stubbed out to the property followed by 10-inch sewer line along Camino del Llano to the 1.2-million gallon per day (MGD) treatment plant that meets all New Mexico Environment Department and United States Environmental Protection Agency (EPA) standards and has the capacity for the hospital while providing for other area development.

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## **EXHIBIT A**

**Dry Utility Infrastructure:** High-speed Qwest fiber optics are located curbside at the property and capable of handling the critical, cutting-edge technology, providing advanced information technology (IT) communication capability, in addition to phone lines. Comcast broadband is located within 50 feet of the property. Public Service Company of New Mexico (PNM) provides three-phase power to the property that is adequate to provide for the electrical demands of the hospital. New Mexico Gas Company provides natural gas at the property. Traffic signal infrastructure is installed on the corner of Christopher Road and Camino del Llano that will reduce the cost of installation, if needed for safety due to increased traffic.

The abundance of both wet and dry utility infrastructure will substantially reduce the cost of constructing a hospital on the proposed site. Through its research, the city has found that this site is the most ready and most cost effective.

#### **SITE ACCESSIBILITY**

The hospital site is within the established Healthcare Hub, just one block east of I-25 off Exit 191, where it intersects with Camino del Llano.

Camino del Llano, one of Belen's five major arterial roads, is the middle of three I-25 interstate exits in Belen and one of only two major interstate access points to the west side of I-25 in all of Valencia County. The interchange directly serves both Belen's city limits and unincorporated areas of Valencia County.

Camino del Llano provides access to Valencia County's only public airport, located less than three minutes from the hospital site. Valencia County's only joint city/county fire department substation is located less than three minutes away. Within two minutes of the hospital site are two lodging facilities, including Holiday Inn Express.

The centralized corridor linking the west mesa, Main Street and the downtown builds on the potential for regional medical care, specialized support service industry infill (Exhibit B) and helipad development, on-site or at Belen Alexander Municipal Airport. The hospital site is also accessible using the Rio Metro Regional Transit District shuttle service, stopping at several locations along Camino del Llano, as well as at the New Mexico Rail Runner Express, only four minutes away.

According to the City of Belen Strategic Growth Plan (2010), the site is located in the most centralized activity center for Valencia County and the State of New Mexico. Area business and medical facilities are among the busiest in all of Valencia County.

#### **CONCLUSION**

Belen's mayor and the Belen City Council look forward to working with the Valencia County Commission to build a hospital that will give Valencia County residents the medical care they need.

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## Addendum A



**EXHIBIT A**  
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## Addendum B



**END**

**OF**

**AGENDA**