



**December 5, 2012**  
Agenda  
**9:30 A.M. Business Meeting**  
Valencia County Commission Chambers  
444 Luna Avenue  
Los Lunas, NM 87031

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

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

November 26, 2012..... Special Business Meeting

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**PRESENTATION(S)**

- 5) Commission Presentation. *Commission Chair D. Holliday*
- 6) Planning/Zoning Update. *Jacobo Martinez*
- 7) Code Enforcement Update. *Jacobo Martinez*

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

None

**ACTION ITEM(S)**

- 8) Consideration to enter into a contract extension with Triadic Enterprises for an additional 6 months of support. *Lawrence Esquibel*
- 9) Consideration to accept the Information Technology Usage and Security Policy for Valencia County. *Lawrence Esquibel*
- 10) Consideration to approve the Findings of Fact and Conclusion of Law for a zone change from Rural Residential-2 (RR-2) to Community Commercial (C-2) (Simon and Catrina Montano) Application # ZC 12\_305. *Jacobo Martinez*
- 11) Consideration to approve the Findings of Facts and Conclusion of Law for a zone change Planned Development (P-D) to Heavy Industrial (I-3) (PNM) Application # ZC 12\_306. *Jacobo Martinez*

**FINANCIAL MATTERS:**

- 12) Approval of Financial/Payroll warrants. *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) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: c. d. other, specific limited topics that are allowed or authorized under the stated statute.

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

**ACTION ITEMS:**

None

**NEXT COMMISSION MEETING:**

- ◆ **December 19, 2012 – Business Meeting @ 9:30 A.M.**  
**Valencia County Commission Board Room 444 Luna Ave. LL, NM**

**ADJOURN:**

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

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**VALENCIA COUNTY BOARD OF COMMISSIONERS**

**SPECIAL BUSINESS MEETING**

**NOVEMBER 26, 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 Chairman Holliday at 5:00 P.M.

2) Chairman Holliday led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Gentry asked for clarification under item solid waste procurement on Executive Session. County Attorney Dave Pato stated the commission is precluded from discussing the content of the proposal in a regular meeting and is required to discuss in Executive Session and quoted statutory reference 13-1-116 stated the contents of any proposal shall not be disclosed during the negotiations process. So the public cannot have access to this information during the negotiations process and for that reason the commission is required to discuss this in Executive Session and not make the contents of this proposal available to the public at this time. Commissioner Gentry asked when will the public find out what's being done. Mr. Pato said "after the notice of award is issued." Commissioner Otero-Kirkham moved for approval of the agenda. Seconded by Commissioner Andersen. Motion carried 3-2. Commissioner Gentry voted no. Commissioner Romero voted no.

4) Approval of Minutes: November 7, 2012 – Business Meeting

November 14, 2012 Public Hearing Meeting

November 16, 2012 Special Meeting

Commissioner Andersen moved for approval of the November 7, 2012 Business Meeting. Seconded by Chairman Holliday. Motion carried 4-1. Commissioner Romero vote no.

Commissioner Otero-Kirkham moved for approval of the November 14, 2012 Public Hearing Meeting minutes. Seconded by Chairman Holliday. Motion carried unanimously.

Commissioner Otero-Kirkham moved for approval of the November 16, 2012 Special Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

**PRESENTATIONS:**

None

**DISCUSSION / NON-ACTION ITEM(S):**

None

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

Commissioner Otero-Kirkham moved to convene as the Indigent Claims Board. Seconded by Commissioner Andersen. Motion carried unanimously.

5) Consideration of the Indigent Report-3 Appeals and Discussion to Reduce Indigent Fund Balance – Barbara Baker/Dan Zolnier.

Ms. Baker presented the Indigent Claims from October 3, 2012 to November 9, 2012 and requested approval of \$67,934.07.

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

Ms. Baker presented an Indigent Appeal for Kenneth Harding in the amount of \$1,286.59 and requested approval of \$400.00 to be paid to Living Cross Ambulance.

Ms. Baker presented an Indigent Appeal for Judy Lajuenesse in the amount of \$1,106.00 and requested approval of \$851.62 to be paid to Presbyterian Hospital.

Ms. Baker presented an Indigent Appeal for inmate James Woolbert in the amount of \$3,635.35 and requested approval of \$2,799.21 to be paid to UNM Health Sciences Center.

Commissioner Otero-Kirkham moved for approval of the three Indigent Appeals. Seconded by Commissioner Andersen. Motion carried unanimously.

Ms. Baker presented a plan on how to reduce the Indigent Fund balance. She would like that dental be part of the Valencia County Indigent Fund and to increase the present county income guidelines. At present we are at 150% of the federal poverty income guidelines and Ms. Baker would like to see that increased to 175%.

Commissioner Otero-Kirkham moved to approve the request to add dental to the Indigent Fund.

Commissioner Gentry said he understands wanting to help the people and that's what the fund is for but if we're not real careful we could jeopardize the solvency of the fund. He would like to see the commission develop some type of a policy that the fund is held at a certain balance and then suspend the collection of taxes as long as the fund is solvent and when it gets to about \$1.5 million, then it automatically would trigger the re-collection and the fund would build up again. He suggested that staff develop a suspense policy to regulate the size of the fund and have it automatically trigger in and out.

Commissioner Andersen said she is a bit concerned because they don't know what the Federal Affordable Care Act is going to do to anyone in terms of cost for medical services and she would hate to see anything damage this fund which is the last resort for people. She feels that not many people will be coming to the county for services once the Act kicks in. That might be time to take advantage of Commissioner Gentry's suggestion and suspend or decrease the tax but this is the wrong time and suggests to table this for six months and see if there is better information as to how the Act is going to affect the county. Commissioner Andersen would not want to see the county damage anything that can be done to take care of people in the meantime.

County Attorney Adren Nance stated they can prepare a resolution and bring it back next time at the next meeting. There's not much that can be done at this time as it's not an action item.

Chairman Holliday said they can always create a need and get this down to zero. This started out to help the people and it's been doing a wonderful job and so has Barbara but at what point do we keep going to the taxpayers needing more and more. We need to consider suspending it, tabling it, get some answers and look at it again.

Commissioner Otero-Kirkham withdrew her motion to give it some time.

Ms Baker asked so we're not going to do anything, we can't even increase it, the income guidelines to 175%? Chairman Holliday said no.

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

Commissioner Andersen moved to re-convene as the Board of County Commissioners.

#### **ACTION ITEM(S)**

6) Consideration for a request to amend the Zoning Map from RR-2 to C-2, Simon & Catrina Montano / Jacobo Martinez

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

7) Consideration for a Request to Amend the Zoning May from P-D to I-3 – PNM/Jacobo Martinez.

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

8) Consideration to Accept NMDOT 2012-2013 Highway Safety Grant in the Amount of \$31,670.00. Funds are Administered Through (4) Programs: (ODWT) Operation DWI \$24,500, (OBD) Operation Buckle Down & (CIOT) Click It or Tick \$3,690,00 and 100 Days and Nights of Summer \$3,489.00 –Sheriff Burkhard.

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

**9) Consideration to Accept Street Lights at Las Maravillas Unit 1 – Jon Clemmons/ Kelly Bouska.**

Mr. Clemmons was requesting that the county accept the maintenance and the monthly electricity cost for the street lights on the public road of Las Maravillas Unit 1. At the October 3<sup>rd</sup> county commission meeting the commission accepted the lighting for units 2 & 3 of Las Maravillas. At that time the commission may not have been aware that Unit 1 may have to turn their lights off starting 2013. This is an urgent matter that affects the safety of their residents.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion fails 2-3. Commissioners Andersen, Otero-Kirkham and Chairman Holliday voted no.

Chairman Holliday said they now have some hard numbers, some facts in front of the commission; he'll take responsibility on his part and feels this will be a snowball effect. There are some other hard facts out there that were not presented at the October 3<sup>rd</sup> meeting.

Commissioner Otero-Kirkham said on the day they voted on Units 2 & 3 she made a statement that this could be a snowball effect that every subdivision would be coming in to ask to pay for their street lights and at this time the county is desperately trying to keep above water.

**10) Consideration of Resolution 2012-34, Supporting the 2012 Legislative Priorities of the New Mexico Association of Counties – Bruce Swingle.**

Commissioner Andersen moved for approval of the Resolution with the elimination of item A. Seconded by Commissioner Gentry. Motion carried unanimously. County Clerk Sally Perea announced Resolution 2012-34.

**11) Consideration of Resolution 2012-35, Supporting a Budget Adjustment Request Adding a DOT Grant for the Fire Station Road in Valencia County to the FY 12/13 Budget Nick Telles.**

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. County Clerk Sally Perea announced Resolution 2012-35.

**12) Consideration of a Mutual Aid Agreement with the Village of Los Lunas to Utilize the Los Lunas Transportation Center for an Emergency Operations Center – Glenda Chavez.**

Commissioner Otero-Kirkham moved for approval with the correction that item (10) read as (90) days. Seconded by Commissioner Gentry. Motion carried unanimously.

**13) Consideration to Accept State Homeland Security Grant in the Amount of \$50,665.00 to Further the Preparedness Efforts of Homeland Security through the Valencia County Office of Emergency Management- Glenda Chavez.**

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

**14) Consideration to Accept Hazard mitigation Grant in the Amount of \$36,000.00 for the Preparation of a Multi-Jurisdictional Mitigation Plan- Glenda Chavez.**

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

**FINANCIAL MATTERS:****15) Approval of Financial Payroll / Warrants – Nick Telles.**

Commissioner Andersen moved for approval of payroll/ warrants. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

**PUBLIC COMMENT:**

Those members of the public making comments at tonight's Business Meeting were Valencia County residents Mike Wood, Bob Gostischa, Clarke Metcalf, Mary Wood, Jim Martinez and Tom Mraz.

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (6) (7) & (8), the following matters may be discussed in closed session: a.) Personnel b.) Pending or threatened litigation c) Competitive sealed proposals: Solid Waste Procurement d.) Other\_specific limited topics that are allowed or authorized under the stated statute.

Commissioner Otero-Kirkham moved to go into Executive Session. Seconded by Chairman Holliday. Roll call vote. Commissioner Romero voted no. Commissioner Otero-Kirkham voted yes. Commissioner Gentry voted no. Commissioner Andersen voted yes. Chairman Holliday voted yes. Motion carried 3-2.

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

**Action Items**

**16) Award of Solid Waste RFP – Mike Vinyard.**

Purchasing Director Mike Vinyard stated the procurement process with regard to request for proposals is a much defined process. It is a quality based process that is based on more than just the cost, it's also based on looking at various aspects such as experience, capability, fiscal management and other areas to assess what company offers the best deal, not the lowest price but the best value to the taxpayers of Valencia County. Three proposals were received as a matter of public record those received were from New Mexico Disposal, Waste Management and Valley Disposal. The proposals were evaluated appropriately; the procurement was smooth and successful. They went through and properly scored the proposals, properly dealt with the proposals, produced an evaluation committee report, reporting the findings which was then taken forward in accordance with the defining procedures to the commission with a recommendation that a contract be awarded to the high scoring offer as a result of the evaluation and that's where they stand now. This has been presented to the commission and requested that they vote and approve to move forward and to offer a tentative contract and enter into negotiations with that high scoring offer. That is the intent of tonight's meeting. Assuming that the commission approves a motion, they will contact that tentative awardee, enter into contract negotiations, resolve any differences and get a signed contract from that company. We will present it at the next business meeting and once again will have to go briefly into executive session to advise the Board of County Commissioners what contract they ended with and best satisfies the best interest of the citizens. At that time vote to approve the contract and upon the commission approving that contract, everything becomes public. At that point the procurement file, the evaluation report, the scores and the whole process becomes open and is available for the general public to review. That's when the transparency of the process comes in.

Commissioner Andersen motioned for approval authorizing Purchasing Director Mike Vinyard to notify the top scoring proposer as determined by the evaluation committee to complete negotiations and bring the final agreement back to the Board of County Commissioners. Seconded by Commissioner Romero. Motion carried 4-1. Commissioner Otero-Kirkham voted no.

**NEXT COMMISSION MEETING:**

The next Regular Meeting of the Valencia County Board of County Commission will be held on December 5, 2012 at 9:30 A.M. in the County Commission Board, 444 Luna Ave., Los Lunas, NM 87031.

**Adjournment**

Commissioner Otero-Kirkham moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. TIME: 7:31 P.M.

**NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the, November 26, 2012 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.**

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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**DONALD E. HOLLIDAY, CHAIR**

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

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**LAWRENCE R. ROMERO, MEMBER**

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

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

**ATTEST:**

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**SALLY PEREA, COUNTY CLERK**

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**DATE**



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

**Agenda Request Form**

Department Head: Lawrence Esquibel

Individual Making Request: Lawrence Esquibel

Presentation at Meeting on: 12/5/2012

Date Submitted: 11/29/2012

Title of Request: Revised Technology Usage and Security Policy

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**Action Requested of Commission:**

Adoption of a new Information Technology Usage and Security Policy.

**Information Background and Rationale**

It has been several years since the last policy was set in place. The new policy will delineate in greater depth the responsibilities of the county's departments; each computer user; with regard to the request for accounts, access needs, the importance of security, how technology is requested & used in the county.

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

Information Technology Usage and Security  
Policy  
Valencia County

December 5<sup>th</sup>, 2012

Valencia County Manager:

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Bruce Swingle

Date: 12/5/12

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## **1. Introduction**

This policy provides guidance to users of Valencia County (the County) information technology (IT) assets on proper use and protection of computing and communications resources, including: the Internet; email; the Integrated County Network (ICN); phones; data; desktop computers; personal devices (e.g. Smartphones, cell phones & tablet's); servers; and applications.

These assets provide critical support for service delivery to County residents and visitors.

## **2. Policy Direction and Maintenance**

The County must take prudent and reasonable measures to secure its systems and data to (1) meet legal and regulatory obligations and (2) for effective County operation. The Information Technology Department (ITD) prepares this policy based on direction and approval of County Manager. It applies to all users of County IT assets.

ITD will update this policy at least annually. Copies are available in every department and maintained on the County's web site. Questions about this policy should be referred to the Information Technology Department.

## **3. Principles**

This policy and accompanying programs are based on several principles:

- 3.1. An optimum balance of security and productivity;
- 3.2. Providing defense in depth for known threats with flexibility to respond quickly to unknown or unexpected threats;
- 3.3. Being risk based - correlate security investments with risk;
- 3.4. Identifying roles and responsibilities for personnel, supervisors, and IT personnel;
- 3.5. Providing engineered solutions where possible to minimize the impact of risky human behaviors; and
- 3.6. Incorporating a process of incremental security improvement.

## **4. Security Program Components**

The County's computing and communications security programs consist of administrative and technical components. Administrative components include the following:

- 4.1. Incident reporting and response;
- 4.2. Well-defined and documented usage policy;
- 4.3. Regular policy update and publication;
- 4.4. Training of personnel and supervisors; and
- 4.5. Account management and control.

The technology components include the following:

- 4.6. Physical security;
- 4.7. Infrastructure design;
- 4.8. Perimeter network defense; and
- 4.9. Inside network defense.

## 5. Risk Identification

Risks to County IT assets fall into three major categories. Major risks and their potential impact are defined below

- 5.1. **First, service interruption and/or destruction of data by untargeted attacks**, e.g. email viruses, worms, denial of service attacks, etc. This is the most common and well-publicized threat that affects County IT operations. This can take down networks, servers, and desktops; can damage data; and compromise County operations.
- 5.2. **Second, misuse of legitimate access to County assets**. While illegal, this problem usually represents a minimal actual loss to the County with respect to IT resources. Examples are County employees running their own businesses on County equipment and misuse of phones, computers, and/or Internet access. However, asset misuse also may represent systematic, planned use of IT assets to divert material resources to personal advantage, e.g. embezzlement. In such cases, losses may be substantial.
- 5.3. **Third, a targeted attack by an individual using illegitimate access**. This is the classic "hacking" portrayed in movies and fiction. While comparatively rare, yet on the increase, these attacks can be devastating if successfully pursued by a skilled and malicious individual.

## 6. Physical Security

The occupier of County owned or leased physical space has responsibility for the physical security of IT resources in their areas. The level of physical security should be proportionate to the possible impact on the County of systems compromise or loss. For example, the level of physical security for a generic personal computer used by someone without access to County financial or material resources is not expected to have the same level of physical security as a computer commonly used by someone with wide access to County financial data and transactions. In general, this means acceptance of the following responsibilities.

**6.1. Responsibilities for all users:**

- 6.1.1. Locking rooms except during business hours;
- 6.1.2. Not leaving computers unattended and logged in without password protection for extended periods of time;
- 6.1.3. Challenging visitors and unfamiliar people if found using County computer resources;
- 6.1.4. Not physically keeping passwords in the vicinity of a computer (e.g. in a desk drawer, pasted under the keyboard, etc.);
- 6.1.5. Maintaining physical control over mobile computing and communications units (laptops, tablet's, smart phones) and notifying ITD immediately if a unit is lost or stolen.
- 6.1.6. Not connecting a computing device to the network or reconfiguring a computing device connected to the network without contacting ITD;
- 6.1.7. Prompt reporting of any compromise of computing or communications devices or of passwords; and
- 6.1.8. Releasing unneeded resources, including access authorizations.

**6.2. Supervisors have these additional responsibilities:**

- 6.2.1. Limiting the number of computers used for critical transactions, e.g. financial adjustments;
- 6.2.2. Physical control over their computing and/or communication environments;
- 6.2.3. Coordinating with ITD installation, removal, and reconfiguring of equipment with network and computing capabilities (e.g. copiers);
- 6.2.4. Understanding and supporting the administrative components of the computer security policy; and
- 6.2.5. Reporting personnel changes in their organizations to ITD.

**6.3. The ITD has the following additional responsibilities:**

- 6.3.1. Physical security of servers and the Integrated Computer Network (ICN)
- 6.3.2. Training of users in computer security;
- 6.3.3. Assisting other County personnel in addressing security issues; and
- 6.3.4. Policy review and update.

**7. Access Management**

Access management is a key component of perimeter defense. Stopping the illegitimate user is a primary defense against illegitimate use (Risk 5.3). Good access management also enables monitoring of users' computing and communications activities, thereby greatly reducing the risk of misuse (Risk 5.2).

Any County employee or contractor may be authorized to use a specified set of County IT assets. An account is established for use by only one person for whom access has been requested and granted. This person becomes the account "owner" and is responsible for all activity taking place through that account. Supervisors are responsible for specifying the scope of the access.

## **8. Requesting Account Access**

All access requests must come from a person having a County supervisory role (hereafter designated a County supervisor or, simply, a supervisor) and state the applications and specific functions required for an employee, elected or appointed official, volunteer, or contractor. (A list of available applications is included in Appendix C.) Requests should be received by the ITD at least one week prior to the user's need for access. Requests for contractor or volunteer access must be for a specified time period less than twelve (12) months, at which time the access may be renewed if so requested. Accounts will be requested by the supervisor via email (call the ITD help desk for instructions) or paper form and include a signed copy of the *Account Holder and Computer User Responsibilities* form (Appendix A) authorizing the account. This form must be used for any new account authorization including new hires, job changes, or any other change requiring different system access. Requests for direct dial-in access to the network must also be made on this form.

## **9. Naming Conventions**

There are currently two naming conventions for accounts. For Windows-based systems, accounts are named using the employee's first name dot (.) last name and, if necessary, an X or middle initial. For the AS400 system, accounts are named using the employee's first name last initial.

## **10. Password Creation**

Each account requires a password. Since the password is the only thing keeping others from accessing your account, it is important that it be something that no one else can guess easily. Users should follow these standards when creating a password.

- 10.1. The password should be at least 8 characters long and must not be a word commonly found in the dictionary.
- 10.2. A password should not be a name of a family member, pet, or anything else that is commonly associated with the account-holder.
- 10.3. The password should contain at least two of the following categories: capital letters; numbers; and special characters.
- 10.4. The password should not contain repeating groups, e.g. abcabc or runs, e.g. mnopqr.

## **11. Account Control**

Once set, your password is the primary defense used to prevent unauthorized access to IT resources. The County has set the following standards for password control:

- 11.1. Set up all computers with password protection that automatically activates after a short time period of inactivity (fifteen minutes is recommended) to prevent unauthorized use of the computer (call the help desk if you need assistance)



- 11.2. Do not share your password with anyone (except as noted below);
- 11.3. Do not allow any other person to use your account (i.e. password);
- 11.4. Your password must not be written anywhere where it can be easily found. For example, don't write your password on your keyboard, on a post-it note on your monitor, or on a note in your desk; and
- 11.5. The system will require you to change your password every 90 days. The new password you choose must not be one that you have used previously. If you suspect that your password has been compromised, call the help desk immediately.
- 11.6. The County follows current industry best practice for passwords. Users are required to choose and maintain strong passwords for access to County computer resources.

Maintaining account security is a serious matter. Sharing of passwords or other conduct that compromises the security of County IT assets or the ability of the County to perform its functions may subject the account holder to disciplinary action as defined in this policy. The account holder is still responsible for all activities in their account carried out under their password.

## **12. Account Suspension and Termination**

If an account holder will be on leave from work due to an extended absence, leave, or suspension, their supervisor must inform ITD so that the account may be temporarily suspended. Users or supervisors should immediately request account suspension and contact ITD if they have reason to believe that an account may have been compromised or is being misused.

Upon the termination of an account holder's employment or association with Valencia County, the supervisor should identify the access needed by coworkers or supervisors to the account holder's files and e-mail. This access will be provided for a period of two months, during which time it is the supervisor's responsibility to move items they wish to keep. At the end of two months, ITD will terminate the account and delete all remaining files. ITD will work with the department involved to transfer any important documents or data files to another designated person so that information is not lost. As part of the exit procedure, account holders must return to ITD or the supervisor, director or department head all County-owned equipment.

## **13. Security Training**

The County organization responsible for authorizing account access is responsible for training personnel in both desktop computer applications and organizational-specific applications. On request, ITD will work with County organizations on improving applications security and on finding courses to improve employee IT skills. The County recognizes the importance of computing skills for its employees and encourages County organizations to work with ITD on training needs.

ITD is responsible for network and desktop computer security training. Prior to receiving access and passwords a new account holder is required to successfully complete basic security training provided by ITD. This training covers password management, basic physical security, user responsibilities, and usage policies. The training includes an acknowledgment by the new account holders that they (1) have received computer training; (2) understand their rights and responsibilities as defined in this policy; and (3) recognize and understand the penalties for violating this policy. Updated IT security training will be provided by ITD and will be mandatory for account holders at least every five years. Account holders will sign an updated "Account Holder and Computer User Responsibilities" form whenever updated IT security training occurs.

Security questions should be directed to the help desk staff or, after hours, to the on-call IT staff member.

## **14. Data Security**

14.1. The County is responsible for data that may be subject to laws and regulations regarding unauthorized disclosure, may be misused for personal gain, and/or may be of a proprietary nature. Therefore, all account holders must be aware of their responsibilities with respect to the access to, and use of, data in County IT systems. Non-ITD directors, supervisors or department head; have the following responsibilities:

- 14.1.1. Knowing the potential risk of release or misuse of data and applications under their control or under the control of their subordinates;
- 14.1.2. Defining access policy with respect to applications, desktop hardware, and data and managing access rights consistent with such risk;
- 14.1.3. Allocating appropriate access authorizations to ITD personnel in writing or through normal application authorizations (at least one ITD staff will normally have the highest level of authorization);
- 14.1.4. Managing the access right allocation, modification, and termination within the capabilities of their applications package(s);
- 14.1.5. Training account holders with access rights on their responsibilities with respect to release and use of the data and use of the applications; and
- 14.1.6. Ensuring that any non-employee personnel with access to County data through their organization (whether such personnel have accounts or not) are fully aware of their responsibilities with respect to the data.

14.2. Personnel with access rights to County data have the following responsibilities:

- 14.2.1. Understanding the rights and duties with respect to the data and application system functions to which they have access;
- 14.2.2. Understanding the potential risk of release or misuse of data and applications under their control; and
- 14.2.3. Immediately communicating to supervisors and ITD any actual or suspected violation of County policies or practices with respect to misuse of data.

14.3. ITD personnel have the following responsibilities:

- 14.3.1. ITD personnel shall not modify data in any applications system without the consent of the supervisor responsible for the accuracy and reliability of that data;
- 14.3.2. ITD personnel may make immediate modifications with verbal authorization from an appropriate supervisor if a system is experiencing severe operational problems and ITD intervention is necessary to restore functionality to the system;
- 14.3.3. ITD personnel modifying applications data will normally inform the appropriate supervisors in writing of their activities and results. If ITD activities bypass the audit/security controls in a system, ITD personnel are required to document their changes in writing to both the department supervisor, department head and/or director and ITD director;

- 14.3.4. ITD personnel should assist supervisors and personnel in understanding the potential risk of release or misuse of data and applications under their control; and
- 14.3.5. ITD personnel are responsible for hardware and software tool security (e.g. operating systems, data base systems). ITD personnel who become aware of actual or suspected breach of that security shall immediately report such breach to the appropriate applications supervisor and ITD management.

## 15. Usage Policy Overview

IT resources are critical assets for County operations. To encourage the effective and appropriate use of the County's IT resources, the following usage policies apply to all account holders.

- 15.1. County account holders are expected to use IT assets to maintain their job performance, provide services to customers, and support County operations. The specific tasks to be performed are specified by supervisors, but normally include the following:
  - 15.1.1. Regular and timely usage of email;
  - 15.1.2. Knowledge of desktop computing basics;
  - 15.1.3. Familiarization with computer applications necessary to perform their job functions; and
  - 15.1.4. Usage of the Internet as an information resource for acquiring and using information relevant to their work.
- 15.2. Account holders shall utilize County IT resources solely for County business purposes except as otherwise specifically allowed by this policy and shall conduct themselves in a manner consistent with appropriate standards as established by existing County policies, rules, regulations and guidelines. All existing County policies, rules, regulations and guidelines relating to intellectual property protection, privacy, misuse of County equipment, sexual harassment, sexually hostile work environment, data security, and confidentiality apply to use of IT resources.
- 15.3. All data stored on networked data storage will be backed up nightly Monday through Friday by ITD. The account-holder is responsible for removing data files that are no longer needed in order to effectively manage limited storage space. The account holder is responsible for creating and maintaining backups of data on non-networked drives or data that needs to be backed up more frequently than nightly.
- 15.4. Should an account holder suspect their computer is infected with a virus or other unwanted software, or suspect their computer is not protected against viruses, they should immediately disconnect their computer from the network and contact ITD.
- 15.5. Account holders should take appropriate protective measures to minimize the probability that their addresses will become targets for spam, e.g. using their county email address as a return address for online personal purchases.
- 15.6. Account holders shall have no expectations of privacy with respect to County IT resource usage. Data that is protected or otherwise confidential by operation of local, state or federal law, rule, regulation or policy must be protected by the account holder.

- 15.7. Computer-based data available to the public under the New Mexico Inspection of Public Records Act, § 14-2-1 *et. seq.*, NMSA 1978 Comp. shall be released, if requested, consistent with and as required by the Act.
- 15.8. Access of personal email accounts should be limited to emergency access only and should not be accessed and left open while performing daily duties. Personal email accounts should not be used from county computers for the dissemination of chain email spam.

## 16. Usage Policy: Prohibited Use

IT resources are powerful tools purchased to increase productivity and improve the employee's work environment. Misuse of these powerful tools may subject an account holder to disciplinary action. Misuse that is intentional, ongoing, or extensive will be grounds for severe disciplinary action. Account holders should be thoroughly aware of the following prohibited uses, and, if any questions arise, contact Human Resources or ITD.

- 16.1. Account holders shall use County IT resources only for official County business unless otherwise specifically allowed in *this policy*.
- 16.2. Account holders shall not upload or otherwise transfer out of the County's direct control any software licensed to the County nor data owned or licensed by the County without explicit authorization from the supervisor responsible for the software or data.
- 16.3. Account holders shall not use IT resources *to* reveal confidential or sensitive information, client data, or any other information covered *by* existing county, state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Account holders who engage in the unauthorized or otherwise illegal release of confidential information via the County's IT resources, including but not limited to newsgroups or chat rooms, shall be *subject to* sanctions imposed by existing County policies and procedures associated with unauthorized release of such information or other relevant and appropriate policies, procedures, rules and regulations in addition to disciplinary action arising from misuse of IT resources.
- 16.4. IT assets may not be used to solicit or forward commercial ventures, religious or *political causes*, solicitation of Union membership or the conducting of official Union business, or solicitations for outside organizations, except as may be specifically authorized by the County Manager. This does not limit an account holder's rights and responsibilities to distribute any document or information used in legitimate County operations, e.g. vendor proposals, zoning or permit requests, etc.
- 16.5. Account holders shall respect the copyrights, software, licensing rules, property rights, privacy, and prerogatives of others, as in any other business dealings. In particular, according to the US Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. Valencia County prohibits the illegal duplication of software or acquiring or using illegal copies of software.
- 16.6. Account holders shall not load executable software, including freeware and shareware, on their personal computers unless directly applicable to performing their job responsibilities and approved by their supervisor and ITD. If a supervisor or County manager has determined that privately owned software or shareware or freeware is necessary for an account holder to perform his or her duties, and it cannot be purchased by the County, it

must be approved in writing by ITD before installation on a Valencia County computer. Approval will require 1) proof of ownership 2) virus checking by ITD personnel; 3) that the software is compatible, in ITD's judgment, with existing County hardware and software.

- 16.7. Account holders shall not use County IT resources to download or distribute pirated software or data, including music or video files.
- 16.8. Account holders shall not use County IT resources to deliberately propagate any malicious code.
- 16.9. Account holders shall not use County IT resources to intentionally disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of the County's IT resources.
- 16.10. Unauthorized remote access to the Internet is prohibited from any device that is attached to any part of the County's network. Account holders shall not use the County's IT resources to establish connections to non-County Internet service providers unless they are authorized to do so in writing by ITD.
- 16.11. Account holders shall not access, store, display, distribute, edit, or record sexually explicit or extremist material using County IT resources. The incidental and unsolicited receipt of sexually explicit or extremist material, such as might be received through email, shall not constitute a violation of this section, provided that the material is promptly deleted and neither stored nor forwarded to other parties. The account holder shall report to ITD and the account holder's supervisor the repeated receipt of such material.
- 16.12. Account holders are prohibited from accessing or attempting to access IT resources for which they do not have explicit authorization by means of user accounts, valid passwords, file permissions or other legitimate access and authentication methods.
- 16.13. Account holders shall not use County IT resources to override or circumvent any security mechanism belonging to the County or any other government agency, organization or company.
- 16.14. Account holders shall not *use* County IT resources for illegal activity, gambling, or to violate *the* laws or regulations of the United States, any state or local jurisdiction, or any other nation.

## **17. Usage Policy: Personal Use of County IT Assets**

Occasional and incidental personal use of the County's IT resources, including Internet, email, and phones is allowed subject to limitations. If account holders have any questions about allowable personal use, they should consult their supervisors.

Personal use of County IT resources is not considered occasional and incidental if such use:

- 15.1. Materially interferes with the use of IT resources by County staff, agents, representatives, officials or contractors;
- 15.2. Burdens the County with additional costs;
- 15.3. interferes with the account holder's employment duties or other obligations to the County;
- 15.4. consumes a consequential amount of an account holder's time on the job;
- 15.5. Includes any activity that is prohibited under this policy;

- 15.6. Is a part of an ongoing for-profit business activity or unauthorized non-profit business activity; or
- 15.7. Might reasonably be expected to cast the County, its employees, agents or representatives in a bad light or subject them to public ridicule.

**Note that allowing occasional and incidental use does not confer any expectation of privacy or ownership as a result of personal use. All email, phone records, systems and Internet access records, and data on County equipment may be public records subject to disclosure under the New Mexico Inspection of Public Records Act, whether used for County business or for incidental personal use. Employees should assume that any records, including personal records stored on County equipment, may be disclosed under that Act. The contents of such records may be disclosed within the County as allowed in Section 20 and approved in Appendix A without the knowledge of the employee.**

## **18. Remote Computing**

The County may allow or require selected account holders to access the County network and systems from home or while traveling. This access is granted for the convenience of the County and places specific obligations on the remote access account holder.

Systems security on County-owned laptops must meet the same requirements as systems security on any other County-owned machine. If account holders have any questions, they should call the ITD help desk.

Access to County email through the Internet does not require any special software or controls, although the County recommends all users have up-to-date anti-virus software on personal machines. The County also recommends account-holders acquire anti-spyware software, install a firewall, and use caution when downloading software on their personal machine.

Account users who access the County network behind the firewall will need to have a County-owned laptop for this purpose. The County-owned laptop will conform to all provisions of this policy and, upon request, will be brought into ITD for review of machine setup, security, and operating practices. Such review shall be conducted upon reasonable notice to the account-holder. If County account-holders have any questions about remote access responsibilities, they should call the help desk.

Access of mobile devices including, Internet Enabled Cellular Phones (Smart Phones), Tablet PC's, Flash Drives, Wireless Access Points, Switches, and Portable Computers to the County network will be allowed as follows:

The user of the mobile device will accept responsibility for taking reasonable precautions in protecting the data on the mobile device and agrees to adhere to this policy. The mobile device user will not be allowed to have administrative rights on the network unless granted by a special exception by the IT Director or designee. The user of the mobile device agrees to abide by the IT Technology Usage and Computer Security Policy. Any device that is connected at any time to the County network must adhere to the following:

- a. Devices connected to the County network must be determined to be a benefit to the County and to not impede the ability of the IT Department to provide support to the County by the IT Director rather than a convenience.
- b. The Department Director or designee must submit the request to add the device.
- c. Any mobile device that can store County data must support encryption of the data; County data on mobile devices must be encrypted at all times.
- d. All mobile devices owned by the County or allowed on the County network must be identified by their MAC address to the ITD before being connected. A master list of all authorized devices will be maintained, by the ITD.
- e. The mobile device operator must be identified by name and contact information to the IT Department.
- f. The mobile device operator must be familiar with the Information Technology Usage and Security Policy for Valencia County.

Devices not owned by the County on the County network are subject to software audit to ensure that no software that could threaten the network security is in operation. All computing devices are subject to a software audit at any time.

## **19. Enforcement and Sanctions**

The County may install software and/or hardware to monitor and record IT resource usage, including email, Internet usage, telephone usage, and all files stored on County systems. All automated monitoring will be set up by ITD staff, must meet the authorizing criteria below, be authorized in writing, specify a time period, specify the assets to be monitored, and specify who will have access to the results.

The County Manager may authorize ITD to perform temporary or permanent monitoring of individuals, organizational units, or all County account holders. Based on a complaint or a supervisor's request, a Department Director, with the concurrence of Human Resources, may authorize ITD to monitor an individual account holder. Records of such monitoring as well as the contents of monitored accounts are subject to standard County personnel records management and retention policies.

This policy on monitoring does not change supervisory responsibility for normal oversight of work activities. Supervisors with concerns about specific employees or activities should bring those concerns to Human Resources. This policy also does not change the responsibility for all account holders to report suspected misuse of County IT resources.

Serious disciplinary action, consistent with the County's Personnel Rules and Regulations, up to and including termination of employment may result from activity prohibited by this Policy. In the case of a contractor, the County may seek damages, penalties and any remedy available at law or in equity. Illegal activity involving County IT resource usage may be referred to appropriate authorities for prosecution.

In agencies or offices where exceptions to this policy are within legitimate job responsibilities, the County Manager, or the Manager's designee, may exempt one or more account holders from relevant portions of this policy. The exemption will be in writing with copies to the supervisor, Human Resources, and ITD

ITD may immediately disable any account that is reasonably suspected of misuse or a security breach. ITD will immediately notify the relevant County supervisor{s} and Human Resources and retrieve pertinent account holder data and access records.

## 20. Technology Components of Security

ITD is responsible for putting in place technology-based perimeter defenses and insider defenses. The details of these defenses will not be released except on a need-to-know basis because of the potential guidance such details could give to individuals attempting unauthorized use.

Defenses include such tools as: network firewalls; virus detection and cleaning software and/or hardware; need-to-know separation; centralized account management and activity recording; and IT asset monitoring *software* and hardware.

Discussion of *these security* protection details outside of the Management Oversight Committee members and ITD staff and LTD's contactors without approval of the County Manager or the Manager's designee is a violation of this policy.

ITD is also responsible for establishing and enforcing all WLAN technology standards and will be the sole provider of design, specification, operation, maintenance and management services for all wireless access points. Employees may not independently install or operate WLAN access points in their departments. Only County employees and authorized visitors may use the County WLAN based upon the needs of the County; exceptions must be authorized in writing by the IT Manager or designee. All WLANs must be configured according to County IT security standards. ITD is responsible for managing the security of the County WLAN. All WLAN communications must be encrypted. All wireless devices using the County WLAN must be registered with ITD.

## 21. Backup and Recovery

All network data will be backed up regularly, nightly, weekly and monthly by ITD with weekly and monthly backups stored offsite to minimize loss in the case of equipment or software failure. ITD will also maintain redundant hardware and automated failover for critical applications. Details are included in the ITD Disaster Recovery Plan.

Account holders should not store valuable County files or other County data on their personal computer, flash drives, or any other portable media. Central drives backed up as part of ITD's regular backup process are provided for storage of such files and data. Questions about this process or data backup/recovery should be referred to the help desk.

## 22. Definitions

As used in this policy:

- 22.1. **Access** means the ability to read, change, or enter data using a computer or an information system.
- 22.2. **Equipment** means computers, monitors, keyboards, mice, routers, switches, hubs, networks, or any other information technology assets.
- 22.3. **County-owned** includes equipment the county leases or controls under contract.
- 22.4. **Freeware or shareware** means software that is available free of charge and available



for download from the Internet. Freeware is protected by a copyright and is subject to applicable copyright laws.

- 22.5. **information technology resources (IT resources)** means computer hardware, software, databases, electronic message systems, communication equipment, computer networks, telecommunications circuits, or any information used by a County agency to support programs or operations that is generated by, transmitted within, or stored on any electronic media.
- 22.6. **Malicious code** means any type of code intended to damage, destroy, or delete a computer system, network, file, or data.
- 22.7. **Pirated software** means licensable software installed on a computer system for which a license has not been purchased or legally obtained.
- 22.8. **Physical control** means knowing where your information technology resources are and knowing that they are not being misused.
- 22.9. **reconfigure** means any software, hardware, or parameter change that changes network address, computer name, operating system (e.g. Windows to Linux), computer security software, or function (e.g. creates a server from a workstation).
- 22.10. **Security mechanism** means a firewall, proxy, Internet address-screening or filtering program, or other system installed to prevent the disruption or denial of services or the unauthorized use, damage, destruction, or modification of data and software.
- 22.11. **Sexually explicit or extremist materials** means images, documents, or sounds that can reasonably be construed as:
- 22.11.1. Discriminatory or harassing;
  - 22.11.2. Defamatory or libelous;
  - 22.11.3. Obscene, of a primarily sexual nature, or pornographic;
  - 22.11.4. threatening to an individual's physical or mental well-being; or
  - 22.11.5. read or heard for any purpose that is illegal
- 22.12. **Strong password** means a password that is case sensitive; at least eight characters in length; and containing at least one capital letter, one lower case letter, one number, and one special character. This reduces the likelihood of guessing a password, but because the user can create their own password, it is not completely secure. An individual attempting to crack an eight character strong password using a single computer would take approximately 321 days compared to a six character mixed password which would take about 5.8 hours to crack. Most hackers use multiple computers to try and crack passwords
- 22.13. **Virtual private network (VPN)** means an encrypted communication link established between a remote device and the County network via the internet.
- 22.14. **WLAN** means a wireless local area network in which a mobile user can connect to a local area network through a wireless (radio) connection.

22.12. **Account holder** means an individual who has been authorized to access County IT resources and given an account, who is using County IT resources, and who meets one of the following criteria.

22.12.1. An employee of Valencia County;

22.12.2. An elected official of Valencia County;

22.1.5.3. An individual working under contract to the County; or

22.12.4. A volunteer providing service to the County.

Appendix A: Acknowledgement Form

Valencia County

Information Technology Account Holder Acknowledgement Form

I understand that Valencia County information technology resources are for official business only, except where there is occasional and incidental personal use allowed by policy. There shall be no expectation of privacy in **the use** of Valencia County information technology resources. My information technology **resources, including county-owned** equipment used offsite, and all software programs and associated data are subject to waste, fraud, and abuse audits and monitoring by assigned County personnel at any time. I understand that audits and monitoring of **County information technology** resources that I use may be **authorized** and conducted without my knowledge and I hereby consent to any such audits and monitoring, except that audits of County equipment maintained offsite may be conducted only upon reasonable notice and at reasonable times.

*I have read this form and the Valencia County Information Technology Usage and Security Policy. I acknowledge my responsibilities as an account holder, and agree to follow all the **procedures** and requirements set out in the Valencia County Information Technology Usage and Security Policy. I understand this document will be kept in my Personnel folder during my employment with Valencia County or, in the case of a contractor, the County contract file.*

Account Name \_\_\_\_\_ Date \_\_\_\_\_

User Name \_\_\_\_\_ Number/Contract No. \_\_\_\_\_

User Signature \_\_\_\_\_

*I validate that the **above** user has a need to access Valencia County computing resources in the performance of his/her duties and has a need-to-know for the information processed by the Valencia County computing resources related to his/her duties.*

Supervisor/County contract supervisor/County Manager Name Date \_\_\_\_\_

Supervisor/County contract supervisor/County Manager Signature \_\_\_\_\_

**Valencia County  
Computer Security Policy  
Appendix B**

**Appendix B: Master Computer Protection Plan**

**MASTER COMPUTER PROTECTION PLAN**

**County of Valencia**

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Lawrence. Esquibel  
Date 12/5/12  
Information Technology Director

## **Valencia County Computer Security Policy Appendix B**

### **Purpose**

This Master Computer Protection Plan (MCP) addresses the requirements and responsibilities for establishing and maintaining a secure operating environment for computer systems that process unclassified information. Unclassified information is that which is open for public use with no restrictions. Refer to the attachment for the definition of sensitive unclassified information.

### **Scope**

This MCP applies to all County of Valencia, hereinafter referred to as County, computer systems that are used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of unclassified data and information located on County-controlled property, as well as those used outside of County-controlled property by its employees.

### **Responsible Personnel**

The following personnel are responsible for protecting information from unauthorized access, disclosure, modification, and destruction: (1) County Manager, (2) County Information Technology (IT) Director, and (3) Computer Users. Computer users have primary protection responsibility for their systems, their primary and backup storage media, and the data on them. The IT Department has primary protection responsibility for centrally maintained systems, their associated media, and the data on them.

### **Administrative Safeguards**

Computer users will be authorized, in writing, by their supervisors, County contract managers, or higher-level management, for access to information on a need-to-know basis. This information is to be utilized for official purposes only. Users will acknowledge their responsibilities by executing an *Account Holder and Computer Users Responsibilities* form included in the *Valencia County Computer Security Policy*.

County computer training provided to every computer user will address the requirements for maintaining a secure operating environment. Periodic security awareness training will be accomplished through initial briefings, completion of the *Account Holder and Computer Users Responsibilities* form, meetings, or by distribution of pamphlets, flyers, and memoranda.

Periodic reviews to detect and deter computer misuse and abuse will be conducted. The County will also conduct computer security self-assessment reviews, at least annually, to verify that information is being protected. As part of that annual review, this MCP will be reviewed and updated as necessary.

**Valencia County**  
**Computer Security Policy**  
**Appendix B**

Disaster recovery/contingency planning should address information for backup and recovery as well as alternative processing measures to be activated should a computer system fail to operate. These plans will *vary* in detail based on the system and the need *for* its availability. Generally, a disaster recovery/contingency plan for a microcomputer is as simple as finding another compatible system to use. Extensive testing of these plans is not required.

**Technical Safeguards**

Anti-viral software is required on all systems. Media not originating on a County computer is to be checked for potential viruses prior to being placed into service. Computer users are encouraged to protect sensitive information by employing password screen savers, computer locks, desk or office locks, or other means of securing their workstations.

If available, user IDs, passwords, and audit trails will be utilized to control and monitor access to information on multi-user systems. Each user ID and password combination is intended for use by a single individual and should not be shared with or revealed to any other individual.

Prior to computers being released from the County, systems will be sanitized or memory overwritten so that no information is retained. This is to ensure that sensitive unclassified information is not revealed to unauthorized individuals.

**Physical Safeguards**

The security environment is dependent upon the physical location of the computer system. Best business practices will be used to ensure that the level of physical security is appropriate to the value of the system hardware and software and the sensitivity of the data it processes.

## Appendix C: ITD Supported Applications

### IT Support -

IT Support is available through the automated knowledge base or by submitting a request to IT in the SpiceWorks helpdesk tracking system.

Requests are entered into SpiceWorks by submitting a request through the link to SpiceWorks on the intranet, sending an email to the IT group address within Outlook, which creates a request in SpiceWorks, or by calling 288-9117 for emergency situations during work hours.

By using your account and password, you can login and monitor your request as it progresses. End users can also submit a request by accessing the intranet and clicking on Services> and IT Support Request and submitting a request. They can login and monitor their request as it progresses.

### Emergency Support -

Call out support for emergency IT situations is available 24x7 by calling 288-9117.

## ITD Supported Hardware

1. **Approved hardware purchases.** Departments with budget approval can request a standard VDI unit from the ITD. If the department has special requirements or needs a notebook, they can place a written work request to ITD explaining the requirements and asking for a special quote. ITD will provide the quote to the department and the department will be able to order the computer through Procurement.
2. **Approved portable device purchases.** IT will keep a list of currently supported Smart Phone/Tablet/Hand-held devices supported by IT on the intranet. If a department purchases a device that is not on that list, it will not be supported unless the following steps are taken:
  - Review by IT to ensure that device can be supported
  - Purchase by the Department of specific device for IT so that support can be provided
  - Purchase by the Department of any software required to provide support for the portable device.

3. **Client Hardware replacement policy.** Hardware will be purchased with a three year warranty for hardware support. Hardware will be supported by IT in conjunction with the vendor for up to four years after the hardware was purchased, as long as it is in good functioning order. If the computer fails between the three and four year time frame, the department will be asked to replace the hardware with a new unit. Replacement of hardware every four years is not an optional budget item and computers older than four years of age are subject to being removed from the network in order to maintain network security and operability. The end user is financially responsible for the replacement of any device provided to them by the county should it be lost, damaged or stolen.

## ITD Supported Applications

### Supported Applications-

Definitions from webopedia.com:

**Application** - A program or group of programs designed for end users. Software can be divided into two general classes: systems software and *applications software*. Systems software consists of low-level programs that interact with the computer at a very basic level. This includes operating systems, compilers, and utilities for managing computer resources.

In contrast, applications software (also called *end-user programs*) includes database programs, word processors, and spreadsheets. Figuratively speaking, applications software sits on top of systems software because it is unable to run without the operating system and system utilities.

**End User** - The final or ultimate user of a computer system. The end user is the individual who uses the product after it has been fully developed and marketed. The term is useful because it distinguishes two classes of users, users who require a j , -free and finished product (end users), and users who may use the same product for development purposes. The term *end user* usually implies an individual with a relatively low level of computer expertise. Unless you are a programmer or engineer, you are almost certainly an end user.

**Client** - The client part of a *client-server architecture*. Typically, a client is an application that runs on a personal computer or workstation and (usually) relies on a server to perform some operations. For example, an *e-mail client* is an application that enables you to send and receive e-mail.

### On the client side, IT fulfills the following duties for supported applications:

- Provides support for the installation of software, both systems and applications
- ITD will be advised in writing of any software maintenance agreements entered into with a vendor and the duration and contact information for the vendor.
- Ensures the supported applications are compatible with supported operating systems and other supported programs
- Works with the vendor to resolve problems



- Retains installation media
- Provides information on costs to allow departments to budget and purchase hardware and/or software to allow them to maintain compliant levels to meet supported vendor specifications for client machines and applications
- Installs current levels on hardware, operating systems and application software in compliance with the Application vendors specifications

**On the server side, IT fulfills the following duties for supported applications:**

- Provides support for the installation of applications,
- Ensures the supported applications are compatible with supported operating systems and other supported programs
- Works with the vendor to resolve problems.
- Retains installation media,
- Backs up application components on the server
- Maintains current levels on hardware, operating systems and application software in compliance with the Application vendors specifications
- Work with vendor and end users to get costs for departments to upgrade server side application components for budget purposes as needed
- Budgets and pays *for* software maintenance for applications that are used centrally
- Understand and maintain interfaces to share data between applications
- Determine and maintain single data source for use throughout the County
- Outsource support to vendors based upon cost, staff and support requirements

**End Users have the following responsibilities for supported applications:**

- Backup data that is not stored on network drives
- Pay for licenses for individual productivity programs
- Pay for client access licenses as needed
- Pay for support for applications that are used in one department
- Work with vendor/IT staff as necessary to resolve problems within applications
- Notify IT when problems occur through approved mechanism
- Maintain inventory and control of department owned hardware and software most of which is available through reports that the department can run from the County inventory/stores order systems
- Keep machines and operating systems updated via replacement when the machine reaches four years from the date of purchase
- Ensure that the application licenses have been purchased and kept at supported levels for licenses purchased and/or maintained by the departments
- Replace hardware as dictated by this policy
- Submit interdepartmental requests and bring IT projects before management oversight committee for approval/resources
- Designate departmental project manager for projects
- Maintain appropriate departmental resources with expertise in the use of the application

- Keep up-to-date with enhancements to applications and coordinate the installation of these features with IT

## **ITD Permitted Applications and Hardware**

### **Permitted Applications-**

Permitted applications are applications for which IT does not provide direct support, but are on the County network with IT's knowledge and approval. These applications generally are supported by the vendor with Department/Department staff coordinating the support. Permitted applications are reviewed on a case by case basis. On occasion, a permitted application may cause conflicts with supported applications. In those cases, the permitted applications will be removed from the machine on which they are causing problems and the Department director may allocate a separate machine to run the permitted application.

### **Permitted Hardware Devices-**

Permitted hardware devices are devices for which IT does not provide direct support, but are on the County network with IT's knowledge and approval. These devices generally are supported by the vendor with Department/Department staff coordinating the support. Permitted devices are reviewed on a case by case basis. On occasion, a permitted device may cause conflicts with supported devices or applications. In those cases, the permitted device will be removed.

**A list of supported applications and devices will be provided by ITD.**

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

**Agenda Request Form**

Department Head: Lawrence Esquibel

Individual Making Request: Lawrence Esquibel

Presentation at Meeting on: 12/5/2012

Date Submitted: 11/21/2012

Title of Request: Extension of Triadic Maintenance Agreement

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**Action Requested of Commission:**

To enter into a contract extension with Triadic Enterprises for an additional 6 months of support.

**Information Background and Rationale**

Due to our disparate accounting systems in our Finance and Treasurer offices and our ongoing efforts to get both offices on to the same accounting methodology we have not been able to advance the conversion of the finance office as of this time. We are currently looking to have this completed by March of 2013.

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

\$47,748.60 is the proposed amount for the time period of January 1, 2013 to June 30, 2013.

**TRANSITION PERIOD  
PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
VALENCIA COUNTY AND  
TRIADIC ENTERPRISES, INC.**

THIS TRANSITION PERIOD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Valencia County, New Mexico, a statutorily created county (hereinafter referred to as the "County"), and Triadic Enterprises, Inc., a New Mexico corporation (hereinafter referred to as "Triadic"), with its principal place of business at 121 West Hemlock, Deming, NM 88030.

**RECITALS:**

**WHEREAS,** the County and Triadic have entered into professional services agreements which agreements provided for software licensing and programming services to be provided to the County by Triadic, an example of which, dated December 30, 2011 is attached hereto as **EXHIBIT A**, (the "Professional Services Agreement");

**WHEREAS,** all professional service agreements are expiring by their terms, but the County desires to continue utilizing Triadic's services;

**WHEREAS,** all the prior professional service agreement provided for multi-year discounts and terms which the County determined were not required;

**WHEREAS,** the County desires to have the option for multi-year pricing and discounts:

**WHEREAS,** the County and Triadic realize there has been inflationary costs and reflection in the Consumer Price Index (CPI-U) is an equitable means for calculating such costs and the prior agreement (**Exhibit A**) had a CPI-U index of 226.889 and the CPI-U for September 2012 is 231.407 both based on 1982-1984 index of 100 and such change is an increase of 101.991%;

**WHEREAS,** the County's new vendor is not able to begin providing services to the County in a timely fashion and the County desires to enter into a contract with Triadic to provide services during the period of time between the termination of the Professional Services Agreement and the time the County's new vendor can begin to provide services, such time to be determined by the County at the outset of this Agreement (the "Transition Period");

**WHEREAS,** the County has previously determined that Triadic is the only source available to provide licensing and programming services as on software provided by Triadic;

**WHEREAS,** the parties desire formalize the arrangement whereby Triadic will provide professional services to the County during the Transition Period.

**AGREEMENT:**

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

**1. Transition Services.**

**1.1 Contract Services.** Triadic shall grant and the County shall accept upon the terms and conditions hereinafter set forth non-transferable and nonexclusive licenses to use as licensed programs, custom designed by Triadic for the functions and the tasks requested by the County. Triadic shall maintain all existing programs provided by Triadic under previous agreements, in accordance with State laws, statutes and directives. The custom software (computer programming) provided shall be designed and structured to run on IBM iSeries equipment. Contract services shall be limited to the support of the Assessor, Clerk, Manager, and Treasurer. Additional offices such as Road, Sheriff, Airport, Hospital, or any office other than the Assessor, Clerk, Manager, and Treasurer shall be negotiated separately. No services shall be provided to migrate or otherwise assist in moving information to any third party and such services may be done at the County's request solely at Triadic's discretion and shall be negotiated separately.

Any initial training, technical orientation and instruction to designated personnel of the County which is necessary and incidental to the implementation of the contract services specified in this agreement shall be provided by Triadic at addition charges as set forth. Triadic shall not be obligated to train new county personnel or personnel not participating in the initial instruction period.

Any hardware, peripheral equipment, supplies, or cost of operations which are supplied to the County by Triadic shall be covered under a separate agreement.

**1.2 Programming Services.** For Triadic supplied software programs provided herein, Triadic will provide programming services for the term of this agreement. However, Triadic does not guarantee service results or represent or warrant that all errors will be corrected unless such errors are reported to Triadic by the County. Triadic agrees that it will make a good faith effort to correct reported program errors in a reasonable time.

In addition, from time to time, Triadic may provide program enhancement. Such enhancements will be delivered at Triadic's discretion in order to allow Triadic the necessary time for design, development, testing, and all other associated programming functions.

**2. Transition Contract Period.** The County must make an election at the execution of this Agreement as to the Transition Period. It is a material part of this Agreement that the term be fixed at the execution of the Agreement. The County hereby elects a Transition Period by checking box and initialing desired term of:

- ☐ Initial \_\_\_\_\_ Six (6) months commencing January 1, 2013 expiring June 30, 2013
- ☐ Initial \_\_\_\_\_ One (1) year commencing January 1, 2013 expiring December 31, 2013
- ☐ Initial \_\_\_\_\_ Two (2) years commencing January 1, 2013 expiring December 31, 2014
- ☐ Initial \_\_\_\_\_ Three (3) years commencing January 1, 2013 expiring December 31, 2015
- ☐ Initial \_\_\_\_\_ Four (4) years commencing January 1, 2013 expiring December 31, 2016

3. **Payment.** The County will pay Triadic according to the following payment schedule, the following appropriate amount shall be billed during or before January of each year covered by the agreement. All payments are billed in advance, are due on or before the 25th of each January of each year, and shall commence with the period of coverage starting on January 1, 2013 through the expiring date selected in Section 2.

MONTHLY FEES BASED ON SERVICES DESIRED AND TERM	4 YEAR Contract	3 YEAR Contract	2 YEAR Contract	1 YEAR Contract	6 Month Contract
Amount due each January 1st of contract period	\$36,276.24	\$43,531.44	\$ 54,414.36	\$70,738.68	\$47,748.60
Monthly amount shown for comparison purposes	\$3,023.02	\$3,627.62	\$4,534.53	\$5,894.89	\$7,958.10

3.1 **Late Fee.** A late fee of 1.5% of the payment due shall be charged on any and all payments that are not paid by the date due.

3.2 **Extraordinary Charges.** The County will pay Triadic for any extraordinary services, products or equipment beyond the scope of this Agreement, provided, however, no such extraordinary services except those listed in item (3) below, shall be provided unless requested in writing by County. Such services include, but are not limited to: (1) special meetings on the County's behalf; (2) repair and maintenance of, or remediation of problems, with non-Triadic equipment and software; and (3) replacing or redoing cabling, configurations, and PC functions which are altered or damaged by non-Triadic personnel and which interfere with Triadic's ability to provide the contracted services and which must be remedied, repaired, or altered by Triadic in order to provide the contracted services. Triadic, in its sole discretion, will determine if any of the matters listed in item (3) above need to be provided, and shall provide an invoice to the County accordingly. All other, extraordinary services will be authorized by the County before being provided. Prices for extraordinary services are as follows:

Programming Fees	\$150.00/hour
Network Support	\$100.00/hour
Training: On-site (one on one)	\$800.00/day in 1/2 day increments plus travel and per diem
Training: At Triadic's office	\$800.00/per day limited to 6 people per class
Computer Time	\$100.00/hour
Mileage by automobile	Actual optional standard mileage rate in effect as published by the Internal Revenue Service.
Travel by other means	Actual Cost
Travel time (in addition to mileage above)	\$ 35.00/hour
Per diem	\$150.00/per day
Special items	Actual Cost

3.3 **Taxes.** The County shall pay all applicable gross receipts taxes or other applicable taxes, in addition to any amounts listed above in this Section 3 and in Section 5.

4. **Termination.** This Agreement may be terminated as follows:

4.1 **Expiration of Transition Period.** This Agreement will automatically terminate at the expiration of the Transition Period elected by the County at the execution of this Agreement.

**4.2 Termination for Cause; Opportunity to Cure.** If either party fails to meet its obligations under this Agreement it shall constitute a default. The non-defaulting party shall give the defaulting party notice of its default in writing. If such violation is not corrected to the reasonable satisfaction of the non-defaulting party within sixty (60) days after the date of notice of violation, or within such a reasonable time as may be required to cure the violation (provided the acts to cure the violation are commenced within sixty (60) days and thereafter diligently pursued to completion), the non-defaulting party may, without further notice, terminate the Agreement, and seek its remedies as permitted under this Agreement.

**5. Data Files.** In the event Triadic, including its employees, is required to draft any software applications, code or other computer programming, including, but not limited to a full file conversion, data transfers, data migrations, or any other event which utilizes Triadic's services and/or expertise shall be contracted separately and shall not be part of this agreement.

**6. County Responsibility.** In addition to other obligations contained in this Agreement, the County shall be responsible for the following:

**6.1 County-provided Equipment.** All of the computer time necessary for utilization of the software provided under this agreement and necessary to complete the requirements of the County as specified shall be provided by the County on an IBM iSeries Servers with sufficient storage and processing power to provide adequate services to the individual offices. This shall include all hardware, peripheral equipment and costs of operation. The County shall be responsible for providing a VPN connection to Triadic for remote software support

**6.2 County-owned Equipment.** The County shall be responsible for all County owned equipment, firewalls, networks and associated infrastructure (LANs), and e-mail servers and service and domains. The County shall not hide or modify actual users, workstation names, or Transition Period activity from Triadic as all this information is vital to tracking and auditing. The County shall use due diligence to insure against computer viruses.

**6.3 Calendar.** Time may be of the essence in certain operations of the County and in order to insure timely delivery of compiled data to the County, a schedule of any due dates pertaining to said operations and deemed critical by the County shall be delivered to Triadic at the beginning of this Agreement and at the beginning of each calendar year thereafter. The County shall be responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output.

**6.4 Submission of Data.** In order to insure the timely compilation of data by Triadic for subsequent submission to the County in accordance with any timetables set forth by the County, the County shall be obligated to insure that the basic information for processing shall be submitted to Triadic in a timely manner as specified by Triadic. The County shall be responsible for all processed data in printed form and shall notify Triadic of the personnel authorized for pick up at Triadic's office. Once delivery has been made, Triadic shall have no further responsibility or liability regarding the delivered data.

**6.5 County Tasks.** County tasks on which Triadic personnel assist shall remain under the supervision and control of the County.

**6.6 Miscellaneous.** The County shall be exclusively responsible for the supervision, management, and control of its use of the licensed software, including but not limited to: (a) audit controls, operating methods and actual operation of computer hardware; (b) implementing sufficient procedures and checkpoints to satisfy its requirements to security and accuracy of input and output as



well as restart and recovery in the event of malfunction; (c) providing adequate work space for Triadic personnel to fulfill its required services; and (d) insuring proper backups are made of all data files in a timely manner and stored in a proper facility off site. The County shall take reasonable security measures for protection of licensed software provided by Triadic while in its possession, including the copying modification protection and security of licenses software.

**7. Protection and Security.** The following provisions apply to data protection and security.

**7.1 Use of Programs.** Each program license granted under this Agreement authorizes the County to use the licensed program in machine readable form and usable only on IBM iSeries server, Power-6 server, or Power-7 server and shall be designated by type/serial number and its associated units. However, if the designated IBM Server is inoperative due to malfunction, any license granted under this Agreement for such IBM Server shall be temporarily extended to authorize the County to use the licensed program, in machine readable form, on any other IBM Server of like kind until the designated IBM Server is returned to operation. For purposes of this Agreement "use" is defined as copying any portion of the licensed program's instructions or data from storage units or media into the designated Server-6 for processing. Licenses granted under this Agreement authorize the County to utilize licensed programs, in printed form, in support of the use of such licensed programs in machine readable form.

**7.2 Confidential Information.** With respect to financial, statistical, and personnel data relating to the County's operation which is confidential, is clearly so designated, and which is submitted to Triadic, Triadic will instruct its personnel to keep such information confidential by using the same reasonable care and discretion that they use with similar data which is designated as confidential. However, Triadic shall not be required to keep confidential any data which is or becomes publicly available, is independently developed by Triadic outside the scope of this Agreement, or is rightfully obtained from third parties. In addition, Triadic shall not be required to keep confidential any ideas, concepts, know-how, or techniques relating to data processing submitted to it or developed during the course of this Agreement by its personnel or jointly by its and the County's personnel. Triadic will not release or disclose the contents of data classified as not public to any person except at the written direction of the County. Upon termination of this contract, Triadic agrees to return data to the County, as requested by the County.

**7.3 Data Ownership.** All processed data shall belong to the County and Triadic shall not be responsible for any errors or omissions in any input data supplied by the County. Triadic shall take reasonable security measures for protection of the data while in its possession, but shall not be liable in any manner for an unauthorized disclosure of County data if said disclosure is not a result of negligence on the part of Triadic, its agents or employees. Both parties shall take reasonable care to protect the systems from outside virus and corruption of the data bases and software.

**7.4 Intellectual Property.** All original written material including programs, tapes, listings, and other and programming related material originated and prepared for the County pursuant to this Agreement shall belong exclusively to Triadic. The idea, concepts or techniques relating to data processing, developed during the course of this Agreement by Triadic personnel or jointly by Triadic and the County's personnel can be used by either party in any way it may deem appropriate. Each invention, discovery, or improvement which includes ideas, concepts, or techniques relating to data processing developed pursuant to this Agreement shall be treated as follows (a) if made by the County's personnel, it shall be the property of the County; (b) if made by Triadic personnel it shall be the property of Triadic; and (c) if made jointly by personnel of Triadic and the County it shall be jointly owned without accounting. The County acknowledges that Triadic has numerous other clients which are municipalities or local governments whose needs may be similar to that of the County. This

Agreement shall not preclude Triadic from developing materials which are competitive, irrespective of their similarity, to materials which might be delivered to the County pursuant to this Agreement.

**7.5 Permission to Copy.** The County shall not copy, in whole or in part, any licensed programs or optional materials which are provided by Triadic in printed form under this Agreement. Any licensed programs which are provided by Triadic in machine readable form may be copied, in whole or in part, in printed or machine readable form, for use by the County with a designated Server-6, for emergency restart purposes, to replace a worn copy, or to understand the contents of such machine readable material as provided below, provided, however, that no more than two (2) printed copies and one (1) machine readable copy will be in existence under any license at any one time without prior written consent from Triadic. The original, and any copies of licensed programs, in whole or in part, which are made hereunder shall be the property of Triadic and shall be returned to Triadic upon termination of this Agreement.

(a) The County shall keep any such copies and the original at a mutually designated County location, except that the County may transport or transmit a copy or the original of any licensed program to another location for backup use when required by IBM Server malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. In no event shall the program be applied or used for purposes not incidental or part of the business of the County.

(b) The County may not make changes to any licensed program and utilize any supporting documentation for their own purposes. Any time, travel, or other resources provided by Triadic to correct any errors created by the County shall be considered extraordinary services.

**7.6 Risk of Loss.** If any licensed program is lost or damaged while in the possession of the County, Triadic will replace the same at a charge equal to replacement cost. The County acknowledges that such licensed programs and optional materials are confidential and proprietary information of Triadic and the County shall use its best efforts to protect such confidential and proprietary information of Triadic.

**8. Leased Equipment.** In the event the County elects Option B or Option C and continues to lease equipment referenced in EXHIBIT B from Triadic under this Agreement, the provisions of Section 3 Covenants and Conditions in the Equipment Lease attached hereto as EXHIBIT B shall apply, and such section is incorporated herein by reference.

**8.1 County Acknowledgement.** The County acknowledges that the Equipment is nearing the end of its useful service life and Triadic has recommended that the County invest in updated Equipment to support the latest versions of Triadic software which cannot be run and operated on the Equipment currently leased by the County. The County has elected to continue to lease the Equipment and not to upgrade.

**9. Personnel.** In recognition of the fact that Triadic personnel provided to the County under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent Triadic from performing such similar services or restrict Triadic from using the personnel provided to the County under this Agreement. Triadic will make every effort consistent with sound business practices to honor the specific requests of the County with regard to the assignment of its employees; however, Triadic reserves the sole right to determine the assignment of its employees.

**10. Warranty and Limitation of Liability.** Triadic warrants only that programming services provided hereunder will conform and accomplish the functions for which they are designed, and warrants their merchantability and fitness for a particular purpose. The County agrees that Triadic's liability hereunder for

legal damages, regardless of the form of action, and including any mediation award or agreement as the case may be shall not exceed the sum of all contract charges paid hereunder. This shall be the County's exclusive remedy. In no event will Triadic be liable for consequential damages even if Triadic has been advised of the possibility of such damages.

**11. Representations of Triadic.** Triadic makes the following representations and warranties:

**11.1 Existence and Good Standing.** Triadic is a corporation duly organized and validly existing under the laws of the State of New Mexico; has corporate power to carry on its business as it is now being conducted.

**11.2 Authority.** Triadic has the legal power and right to enter into this Agreement; and the signature hereon of Michael Hofacket as President of Triadic Enterprises, Inc. has been authorized by Triadic and its Board of Directors.

**12. Representations of the County.** The County makes the following representations and warranties:

**12.1 Existence and Good Standing.** The County is a duly organized and validly existing county government under the laws of the State of New Mexico; has statutory power to carry on its business as it is now being conducted.

**12.2 Authority.** The County has the legal authority, power and the right to enter into this Agreement; and this Agreement has been authorized by affirmative resolution of the County Commission of Valencia County, New Mexico meeting in regular or special session in accordance with laws of the State of New Mexico.

**13. Mediation.** In the event a dispute, claim or other matter under this Agreement arises, the parties hereto agree to submit such dispute, claim or other matter to mediation. The parties shall jointly agree on a mediator, and if a mediator cannot be mutually agreed upon, each party shall select an independent mediator who shall together select a mediator to mediate the dispute. Each party shall pay its own costs in pursuit of mediation and shall split the costs of the mediation evenly. In the event such mediation is unsuccessful in resolving the dispute, the parties agree that venue to resolve the dispute is the Sixth District Court located in Deming, New Mexico.

**14. Effect of Agreement.** It is agreed that Triadic is an independent contractor, acting on its own and is not an employee of the County. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause the parties to be considered joint venturers or members of any joint enterprise.

**15. Assignment of Agreement.** No assignment of this Agreement can be made by County or Triadic except with the prior approval of either party. This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed, or otherwise transferred by the County without prior written consent from Triadic. No right to print or copy, in whole or in part, the licensed programs or optional materials is granted hereby except as hereinafter expressly provided.

**16. Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the Laws of the State of New Mexico.

**17. Entire Agreement.** This Agreement, together with the attached Exhibits, shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**18. Successors and Assigns.** This Agreement and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns respectively, of the

parties hereto, provided, however, that no assignment shall vest in the assigns any right, title, or interest whatever, unless such assignment is in compliance with the terms of this Agreement.

19. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

20. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

21. **Severability.** If any provision included in this Agreement proves to be invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

TRIADIC  
Triadic Enterprises, Inc.

COUNTY  
County of Valencia, New Mexico

By: \_\_\_\_\_  
Michael L. Hofacket  
President

By: \_\_\_\_\_  
Approved: Georgia Otero-Kirkham, (Initials)  
Chair, Valencia County Commission

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney



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

**AGENDA REQUEST FORM**

**Department Head: Jacobo Martinez**

**Individual Making Request: Simon and Catrina Montano**

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

**Date Submitted: November 28, 2012**

**Title of Request: Title: Finding of Fact and Conclusion of Law**

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**Request:**

Consideration of Findings of Facts and Conclusion for Law for a Zone Change from Rural Residential-2 (RR-2) to Community Commercial (C-2) (Simon and Catrina Montano)  
Application # ZC 12\_305

**Legal Description:**

T6N, R2E, Section 3, Map 79; NMPM; Lands of Gabaldon Kids, LLC; Tracts 27-1, 27-C & Lot 17; Zoned RR-2; Filed in book 361, page 7151; of the office of the Valencia County Clerk; Also known as 3165 Highway 47, Los Lunas, NM.

**Information Background and Rationale**

**Decision**

**IT IS, THEREFORE, ORDERED** that the zone change from Rural Residential (RR-2) zoning designation to a Community Commercial (C-2) zoning designation. This zone change is requested by applicant Simon and Catrina Montano in their application to Amend the Zoning Map on the property commonly described as: T6N, R2E, Section 3, Map 79; NMPM; Lands of Gabaldon Kids, LLC; Tracts 27-1, 27-C & Lot 17; Zoned RR-2; Filed in book 361, page 7151; of the office of the Valencia County Clerk; Also known as 3165 Highway 47, Los Lunas, NM. is hereby granted by a vote of 5-0.



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF VALENCIA COUNTY

In the matter of Amending the Zone Map  
from RR-2 to C-2, Valencia County, New  
Mexico, application by Simon and Catrina  
Montano

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

**THIS MATTER** came before the Board of County Commissioners of Valencia County ("the Board") on November 14, 2012, and was held pursuant to the applicants Simon and Catrina Montanos's application to Amend the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R2E, Section 3, Map 79; NMPM; Lands of Gabaldon Kids, LLC; Tracts 27-1, 27-C & Lot 17; Zoned RR-2; Filed in book 361, page 7151; of the office of the Valencia County Clerk; Also known as 3165 Highway 47, Los Lunas, NM.

The Board, having considered the documents in the record before it, testimony of staff, applicants and members of the public, and argument by the parties and/or their legal representatives, **FINDS:**

**Findings of Fact**

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on November 14, 2012, at which the final hearing of the Application to Amend Zoning Maps was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The applicant's request is for an amendment to the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R2E, Section 3, Map 79; NMPM; Lands of Gabaldon Kids, LLC; Tracts 27-1, 27-C & Lot 17; Zoned RR-2; Filed in book 361, page 7151; of the office of the Valencia County Clerk; Also known as 3165 Highway 47, Los Lunas, NM.
3. Approval of the application will result in allowing a residential and commercial security system shop on the subject property.
4. The property for which the zone change is requested has a Rural Residential-2 (RR-2) zoning designation.
5. The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.
6. The proposed use is not permitted in the Rural Residential-2 (RR-2) zoning district.
7. The purpose of the Community Commercial (C-2) District is to provide for more intensive commercial services than in the C-1 District for numerous neighborhoods in the geographic area.
8. The proposed use is for a residential and commercial security system shop
9. The proposed use is a Permitted Use in the Community Commercial (C-2) zoning district.
10. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on October 24, 2012. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 5-0 to recommend approval of the zone change.
11. The Planning and Zoning Commission found that the zone change was appropriate considering the surrounding land uses and changes in the area.
12. The Board adopts the findings of the Planning and Zoning Commission having found them to be well taken.
13. The Board of County Commissioners held a Public Hearing on this request on November 14, 2012. After hearing testimony from the applicant and taking public comments on the

matter, the Board of County Commissioners voted 5-0 to approve this request on November 26, 2012.

14. There is a pattern of C-2 commercial zoning designations in the area.
15. The pattern of development in the area is predominately commercial.
16. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

#### **Conclusions of Law**

The following conclusions of law are cumulative, but are severable and independent of each other.

A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).

B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).

C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.

D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).

E. The Board has authority and jurisdiction over the Petition for Zone Change filed by Simon and Catrina Montano.

F. All parties entitled to notice were afforded notice in accordance with the applicable Valencia County Ordinances, New Mexico State Statutes, and common law.

G. The applicant and the public were afforded due process pursuant to the United States Constitution, the New Mexico Constitution, and in accordance with the applicable Valencia County Ordinances.

H. The Board takes notice that §154.061 of the Valencia County Zoning Code provides that the proposed zone change should be consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan. As further delineated below, the Board's decision herein is consistent with the Comprehensive Plan.

I. The Board takes notice that the Valencia County Comprehensive Land Use Plan of October 7, 2005, ("Comprehensive Plan") is the comprehensive plan applicable to this matter, and was properly adopted according to New Mexico statutory authority.

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

K. Economic Development Goal P of the Comprehensive Plan encourages the County to "strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

L. Section 154.061 (C) (2) of the Zoning Ordinance provides that "The proposed change [be] appropriate considering...the surrounding land uses, density and pattern of development in the area..." The future land use intended by the Applicant is consistent with the Zoning Ordinance.

**Decision**

**IT IS, THEREFORE, ORDERED** that the zone change from Rural Residential (RR-2) zoning designation to a Community Commercial (C-2) zoning designation. This zone change is requested by applicant Simon and Catrina Montano in their application to Amend the Zoning Map on the property commonly described as: T6N, R2E, Section 3, Map 79; NMPM; Lands of Gabaldon Kids, LLC; Tracts 27-1, 27-C & Lot 17; Zoned RR-2; Filed in book 361, page 7151; of the office of the Valencia County Clerk; Also known as 3165 Highway 47, Los Lunas, NM. is hereby granted by a vote of 5-0.

**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**  
P.O. Box 1119 / 444 Luna Ave  
Los Lunas, NM 87031

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

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

\_\_\_\_\_  
Mary J. Andersen, Commissioner

\_\_\_\_\_  
Lawrence R. Romero, Commissioner

\_\_\_\_\_  
Ron Gentry, Commissioner

ATTEST BY:

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

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

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

**AGENDA REQUEST FORM**

**Department Head: Jacobo Martinez**

**Individual Making Request: PNM**

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

**Date Submitted: November 28, 2012**

**Title of Request: Title: Findings of Facts and Conclusion of Law**

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**Request:**

Decision to approve the Findings of Facts and Conclusion of Law for a zone change Planned Development (P-D) to Heavy Industrial (I-3) (PNM) Application # ZC 12\_306

**Legal Description:**

T6N, R3E, Section 18; NMPM; Sierra Vista Subdivision; Filed in Cabinet J, Page 288-229; of the office of the Valencia County Clerk.

**Information Background and Rationale**

Decision

IT IS, THEREFORE, ORDERED that zone change from Planned Development (P-D) zoning designation to a Heavy Industrial (I-3) zone designation is conditionally approved with the following conditions:

1. Applicant recognizes and agrees that it shall submit proof of financing to County Planning and Zoning and start on actual site preparation within five years of approval of this quasi-judicial district change, in addition to the other requirements set forth in the County's zoning ordinance, and recognizes and agrees that if Applicant fails to submit proof of financing to County Planning and Zoning and start actual land preparation within five years of approval of this quasi-judicial district change, or otherwise fails to satisfy the other requirements set forth in the County's zoning ordinance, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.
2. Applicant further recognizes and agrees that if the use of the property as a Solar Energy Facility ever shall cease, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.
3. Applicant further recognizes and agrees that this property will not be utilized for any other purpose permitted in an I-3 zone except that provided above, and that should the property be used for any other such purpose, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF VALENCIA COUNTY

In the matter of Amending the Zone Map  
from P-D to I-3, Valencia County, New  
Mexico, application by PNM.

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**

**THIS MATTER** came before the Board of County Commissioners of Valencia County (“the Board”) on November 14<sup>th</sup>, 2012, and was held pursuant to PNM’s application to Amend the Zoning Map from a Planned Development (P-D) zoning designation to a Heavy Industrial (I-3) zoning designation on the lot commonly described as: T6N, R3E, Section 18; NMPM; Sierra Vista Subdivision; Filed in Cabinet J, Page 288-229; of the office of the Valencia County Clerk.

The Board, having considered the documents in the record before it, testimony of staff, applicants and members of the public, and argument by the parties and/or their legal representatives, **FINDS:**

**Findings of Fact**

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the “Board”) on November 14th, 2012, at which was had the public hearing of the Application to Amend Zoning Maps, was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended (“Zoning Ordinance”).
2. The applicant’s request is for an amendment to the Zoning Map from a Planned Development (P-D) zoning designation to a Heavy Industrial (I-3) zoning designation on the property commonly described as: T6N, R3E, Section 18; NMPM; Sierra Vista Subdivision; Filed in Cabinet J, Page 288-229; of the office of the Valencia County Clerk.
3. Approval of the application will result in allowing for the development of a solar generating facility.
4. The property for which the zone change is requested has a Planned Development (P-D) zoning designation.
5. The purpose of the Planned Development District (PD) is to allow and encourage comprehensive development rather than traditional parcel-by-parcel development.
6. The proposed use is not permitted in the P-D District.
7. The purpose of the I-3 District is to provide for industrial uses with high nuisance characteristics that are incompatible with adjacent urban residential uses or for industrial uses where space or performance characteristics demand a specialized locale. The proposed use is for a solar generating facility.
8. The proposed use is permitted in the Heavy Industrial (I-3) zone district.
9. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on October 24, 2012. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 5-0 to recommend approval of the zone change.
10. The Planning and Zoning Commission Found:
  - a. The development as described by the applicant (solar energy generation station) is appropriate considering the surrounding land use and pattern development in the area.
  - b. The development as described by the applicant (solar energy generation station) enhances the County’s protection of public health, safety and welfare.
  - c. The development as described by the applicant (solar energy generation station) provides quality public utility that will steer urbanizing development to areas with adequate infrastructure and utility.

- d. The development as described by the applicant (solar energy generation station) strengthens the economic base of the County.
11. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
12. The Board of County Commissioners held a Public Hearing on this request on November 14, 2012. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 5-0 to approve this request on November 26, 2012.
13. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

### **Conclusions of Law**

The following conclusions of law are cumulative, but are severable and independent of each other.

A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).

B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).

C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.

D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).

E. The Board has authority and jurisdiction over the Petition for Zone Change filed by Manzano Solar Energy Center.

F. All parties entitled to notice were afforded notice in accordance with the applicable Valencia County Ordinances, New Mexico State Statutes, and common law.

G. The applicant and the public were afforded due process pursuant to the United States Constitution, the New Mexico Constitution, and in accordance with the applicable Valencia County Ordinances.

H. The Board takes notice that §154.061 of the Valencia County Zoning Code provides that the proposed zone change should be consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan. As further delineated below, the Board's decision herein is consistent with the Comprehensive Plan.

I. The Board takes notice that the Valencia County Comprehensive Land Use Plan of October 7, 2005, ("Comprehensive Plan") is the comprehensive plan applicable to this matter, and was properly adopted according to New Mexico statutory authority.

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

K. Regional Infrastructure Goal K of the Comprehensive Plan encourages the County to "Promote regional facilities and services that meet health and safety needs of the County."

L. Economic Development Goal P of the Comprehensive Plan encourages the County to "Strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

M. Section 154.061 (C) (2) of the Zoning Ordinance provides that "The proposed change [be] appropriate considering...the surrounding land uses, density and pattern of development in the area..." The future land use intended by the Applicant is consistent with the Zoning Ordinance.

**Decision**

**IT IS, THEREFORE, ORDERED** that zone change from Planned Development (P-D) zoning designation to a Heavy Industrial (I-3) zone designation is conditionally approved with the following conditions:

1. Applicant recognizes and agrees that it shall submit proof of financing to County Planning and Zoning and start on actual site preparation within five years of approval of this quasi-judicial district change, in addition to the other requirements set forth in the County's zoning ordinance, and recognizes and agrees that if Applicant fails to submit proof of financing to County Planning and Zoning and start actual land preparation within five years of approval of this quasi-judicial district change, or otherwise fails to satisfy the other requirements set forth in the County's zoning ordinance, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.
2. Applicant further recognizes and agrees that if the use of the property as a Solar Energy Facility ever shall cease, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.
3. Applicant further recognizes and agrees that this property will not be utilized for any other purpose permitted in an I-3 zone except that provided above, and that should the property be used for any other such purpose, the property will automatically and without action by the County or applicant revert back to P-D by operation of law and/or the agreement of the parties.

**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**

P.O. Box 1119 / 444 Luna Ave  
Los Lunas, NM 87031

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

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

\_\_\_\_\_  
Mary J. Andersen, Commissioner

\_\_\_\_\_  
Lawrence R. Romero, Commissioner

\_\_\_\_\_  
Ron Gentry, Commissioner

ATTEST BY:

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

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

I hereby acknowledge, represent, warrant and confirm that I have the authority to bind the applicant, Manzano Solar Energy Center, and that I have read and understand the conditions set forth above, that I have had the assistance of counsel, or the opportunity to obtain counsel, in reviewing, discussing, and considering the conditions set forth in these Findings of Fact and Conclusions of Law, and, if applicable, that counsel has read and considered the conditions and has advised me on these conditions, and I agree to be bound by these terms and conditions. These conditions shall be binding upon the parties and their heirs, executors, administrators, assigns, successors in interest, predecessors in interest, and anyone claiming by, through, or under any one of the parties.

**Manzano Solar Energy Center**

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

Title: \_\_\_\_\_



**END**

**OF**

**AGENDA**

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