#### VALENCIA COUNTY BOARD OF COMMISSIONERS

#### **Regular Business Meeting**

#### August 5, 2009

PRESENT	ABSENT	
Pedro G Rael, Chairman	via-telephone	
Donald E. Holliday, Vice-Chairman		
David R Medina, Member		
Ron Gentry, Member		
Georgia Otero-Kirkham, Member		
Eric Zamora, County Manager		
Adren Nance & Dave Pato, County Attorneys		
Sally Perea, County Clerk		
Press and Public		

#### 1. The meeting was called to order by Vice-Chairman Donald Holliday at 5:00 P.M.

#### 2. Vice-Chairman Holliday led Pledge of Allegiance

#### 3. Approval of Agenda

Commissioner Kirkham moved for approval of the agenda with the request that item 7e be tabled until the August 19, 2009 Regular Business Meeting due to the applicants not been present. Seconded by Commissioner Medina. Motion carried unanimously.

#### 4. Approval of Minutes -

Commissioner Medina moved to approve the minutes one by one. Seconded by Commissioner Kirkham. Motion carried unanimously.

#### July 8, 2009 Public Hearing Meeting

Vice-Chairman Holliday requested corrections on page 2, last paragraph to read "received the minutes" instead of "received the notes".

Commissioner Kirkham moved for approval of the minutes with the corrections. Seconded by Commissioner Medina. Motion carried unanimously.

#### July 15, 2009 Regular Business Meeting

Commissioner Kirkham moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. July 22, 2009 Special Meeting

Commissioner Kirkham moved for approval. Seconded by Commissioner Medina. Motion carried unanimously.

## 5. Public Requests- At the discretion of the Chair (For Information Only – limited to two minutes per person on subjects not on this published agenda)

Shelly Shaw resident of Valencia County had concerns on the rave parties being held and the seriousness of trashing the environment, teens driving under the influence and strain on law enforcement. She is willing to support in any way to keep the environment clean and resident's safe.

Commissioner Kirkham asked if these parties could be banned by ordinance.

County Attorney Dave Pato said it would only be appropriate if the public is acting in an unlawful manner and was recorded as an illegal act. They could research Sandoval and Bernalillo Counties' ordinance and how they mandate them, as they both have a similar

one and the commission requested that they do that and place it on the agenda for

consideration at a later date.

Tom Lancaster resides northeast of Belen and has been in the community four years and had not yet met his commissioner. Mr. Lancaster concerns were on a surcharge fee on his Verizon bill and asked who authorizes these fees.

Commissioner Gentry introduced himself as his commissioner and requested that Mr. Lancaster contact him to discuss his concerns. He also let him know that there is money allocated to partially pave Padilla road.

County Manager Eric Zamora commented that the county surcharge is for emergency communications but will confirm this with the call center and notify Mr. Lancaster by letter.

Sue Moran a Valencia County resident congratulated Vice-Chair Donald Holliday on conducting a professional meeting. She also recognized employee Sonny Vega from Code Enforcement with outstanding customer service.

Vice-Chairman Holliday stated he had received a letter from William Harvey, who resides in Albuquerque, with positive comments on Sonny Vega's outstanding customer service.

#### 6. Non-Action Items

- a) Reports of Free Holders Re: Road on the Lands of Nester Peralta Frank Barr Free holder Frank Barr reported the synopsis of the vacation of an unused non-accessible road located at 1658 Highway 304 in Casa Colorado, NM and recommended that the county vacate this conveyance.
- b) Report of Free Holders Re: Las Piedras Road Frank Barr Tabled.
- c) Reports from Boards, Commissions & Committees- County Commission None.

#### 7. Action Items

Vice-Chairman Holliday stated that Commissioner Rael will be attending the meeting viatelephone.

- a) Consideration of Abatement Service Contract Ruben Chavez Commissioner Gentry moved for approval. Seconded by Vice-Chairman Holliday. Motion carried unanimously. (See Exhibit A)
  - b) Consideration of E-911 GIS Addressing Services for the Village of Bosque Farms – Richard Chavez

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit B)

c) Consideration of Resolution 2009-34, of Amending the Licensing Fee Schedule for the Animal Control Division Service – Ruben Chavez

Commissioner Kirkham moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit C)

County Clerk Sally Perea announced Resolution 2009-34.

d) Consideration of Vacation of Road on Lands of Nester Peralta & Delegation of Authority to effectuate the Vacation – Eric Zamora

Commissioner Kirkham moved for approval on the recommendation of the County Manager. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit D)

- e) Consideration to Approval Resolution 2009-\_\_\_, of Acceptance Las Piedras for as a County Maintained Road Eric Zamora
  Tabled.
  - f) Consideration approval between Valencia County and Midwest CAP for providing Early Childhood Development Services at the Meadow Lake Community Center – Kenneth Griego

Commissioner Kirkham moved for approval with adding the 60/40 split to the contract which had been discussed earlier. Seconded by Vice-Chairman Holliday. Motion carried unanimously. (See Exhibit E)

g) Consideration of amended agreement NM Hwy 304 & 47, Signalization – Eric Zamora

County Manager Eric Zamora presented the above item approved at the July 15, 2009 meeting but was amended to include paragraphs 2 and 3 in Section 1, as per the New Mexico Department of Transportation.

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit F)

h) Consideration of New Mexico Aging and Long-Term Services Department Contract #2010-3064 – Kenneth Griego

This contract is for improvements/equipment for the Fred Luna Senior Center.

Commissioner Kirkham moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit G)

## i) Consideration of New Mexico Aging and Long – Term Services Department Contract #2010-3065 – Kenneth Griego

This contract is to purchase a second hot meal truck for transporting meals to Valencia County Seniors. Commissioner Medina moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit H)

#### j) Consideration of New Mexico Aging and Long-Term Services Department Contract #2009-4927 – Kenneth Griego

This contract is to plan, design, construct, equip and furnish construction for the Del Rio Senior Center. Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit I)

## k) Consideration of New Mexico Aging and Long-Term Services Department contract #2009-4928 – Kenneth Griego

This contract is to purchase and install equipment/furnishing for the Del Rio and Meadow Lake Senior Center. Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit J)

#### Consideration of the Nutrition Services Incentive Program Contract and Notification of Grant Awards – Kenneth Griego

Commissioner Kirkham moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit K)

#### m) Accepting Findings of Fact and Conclusions of Law

i) Consideration of Appeal of Permit Application for Roadrunner Metal Recycling for a Type B Site Design Review of the proposed Full-Service Metals Recycling Plant, located in the Rio Grande Industrial Park, which is zoned I-3 Legal description; T4N, R2E, Section 4, NMPM; Tract 4-E-1-A-1, Lands of Rio Grande Industrial Park, LTD, Co; Alice Torwirt/Joseph E. Rizzo - County Commission

The Board discussed and deliberated at length the language of description, reasons for the appeal and questions of irrelevancy with items 8,9,10,11,12,13 and 14 on Page 2, and items G-H on page 3 with no changes or corrections made on these items. Commissioner Rael pointed out that the correct date of the meeting was July 15, 2009, not July 22<sup>nd</sup> and also on page 2, item 12 to read "his" instead of "her". With these corrections made Commissioner Rael moved for approval. Seconded by Vice-Chairman Holliday. Motion carried 2-1. Commissioner Gentry voted no. Commissioner Kirkham abstained. Commissioner Medina did not vote due to not being present at the Public Hearing Meeting. (See Exhibit L)

ii) Consideration for a variance on parcel size in a Rural Residential-1, Zoning District to allow for the subdivision of the subject 1.745 acre property into a 1 acre property and a .745 acre parcel; Legal description; T6N, R2E, Section 1, NMPM; MRGCD Map 78, Tract 58-A, consisting of 1.745 acres; Zoned RR-1; Filed in Book 360, Page 24158 of the Office of the Valencia County Clerk; also known as 308 El Cerro Loop, Los Lunas, Valencia County, NM/Gregorio Ronquillo/Fred C. Martinez Agent – County Commission

Commissioner Kirkham moved for approval. Seconded by Vice-Chairman Holliday. Motion carried 4-0. Commissioner Medina did not vote due to not being present at the Public Hearing Meeting. (See Exhibit M)

iii) Consideration to Amend Zoning Map from RR-2 to RR-1 to allow for the subdivision of the 4.15 – acres subject property in to one 2.15 acre parcel, 1.00 acre parcel and 1.00 acre parcel Legal description; T7N, R2E, Section 25, NMPM; Tract 4-C-1-B-2 consisting of 4.15 acres; Zoned RR-2; filed in Book 362, Page 13295 of the Office of the Valencia County Clerk; also known as 32 Jerome Drive, Los Lunas, Valencia County, NM/Merrill Robinson – County Commission

Vice-Chairman Holliday moved for approval. Seconded by Commissioner Kirkham. Motion carried 4-0. Commissioner Medina did not vote due to not being present at the Public Hearing Meeting. (See Exhibit N)

## n) Consideration of Resolution 2009-35, Delegation of Authority to the County Manager to enter in Contracts and Settlements – Eric Zamora

Commissioner Kirkham moved for approval in giving the County Manager the authority to enter into agreements for amounts of \$5,000.00 or less. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit O)

County Clerk Sally Perea announced Resolution 2009-35.

#### o) Discussion of Regional Issues – Eric Zamora

County Manager Eric Zamora clarified this item is a discussion not an action item. Mr. Zamora received a letter from Isleta Governor Robert Benavidez who invited the Commission to attend the Regional Workshop on August 24, 2009 at 11:30 A.M. Mr. Zamora explained this is to develop partnership with other municipalities to discuss issues. He presented and gave a brief description of the topics that are discussed at Regional: detention center, inmate attaining, animal control services, ems dispatch center, transportation issues, solid waste/recycling, comprehensive funding. Mr. Zamora explained that in order to get these projects is ideally to develop a regional rapport and will bring it to the Commission at a future date.

#### p) Financial Matters

#### i) Consideration of Approval Payroll/Warrants – Wilma Abril

Ms. Abril presented the computer printout list of all the checks issued by the Manager's Office on 7/17/2009 covering payroll.

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit Q)

Ms. Abril presented the computer printout list of all the checks issued by the Manager's Office on 7/31/2009 covering payroll.

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit R)

Ms. Abril presented the computer printout list of all the checks issued by the Manager's Office on July 31, 2009 covering vendor bills.

Commissioner Gentry moved for approval. Seconded by Commissioner Kirkham. Motion carried unanimously. (See Exhibit S)

Commissioner Rael noted for the record, he is approving by telephone the Findings of Facts and Conclusions on items mi), mii) and miii) and the warrants that were just approved so that the board will have sufficient numbers of signatures and approval. This is so that all businesses can move forward and not to be held back due to him not being physically present to sign on some of these matters. Commissioner Rael also noted for the record since there are only two commissioners signing item mi) that it be noted, that Commissioner Medina was not present at that meeting and Commissioner Kirkham recused herself because of conflict of interest, that way, this is clear on why there are only two commissioners of a 2-1 vote and why there are no other votes. This is just to keep the record clear.

Chairman Rael ended his telephone conference call.

Executive Session- Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation; Valencia County vs. Eddy Chavez and c. Other specific limited topics that are allowed or authorized under the stated statute.

No issues. By consensus the Board cancelled Executive Session.

### 9) Action Item(s) on Executive Session Discussions None.

#### 10) County Manager's Report

County Manager Eric Zamora reported that Congressman Harry Teague will be at the Los Lunas Health Center to listen to presentation by First Choice Community Health Care to discuss expanding the need of community health and the Commission is all invited to attend. Sunday, August 9, 2009, 9:00 -10:00 A.M located on 1259 Highway 314 Mr. Zamora said the Financial Update report is in each of the Commissioners packet for review

Commissioner Gentry received a letter on July 29, 2009 from the Socorro County Manager saying their commission passed a resolution, asking this commission and this zoning commission to please consider placing restrictions on the travel route on trucks from Roadrunner Recycling Plant. Commissioner Gentry addressed the attorneys to please respond to Socorro's Attorneys that this commission cannot do anything.

11) The next Public Hearing of the Valencia County Board of County Commission has been cancelled due to no items. The next Regular Business Meeting will be held on August 19, 2009 at 5:00 PM in the County Commission Room at the Valencia County Courthouse.

#### 12) Adjournment

By consensus. Time 6:47:56 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the, August 5, 2009 Regular Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

	,	VALENCIA COUNTY BOARD OF COMMISSIONERS
		PEDRO G RAEL, CHAIRMAN
		DONALD E. HOLLIDAY, VICE-CHAIRMAN
		GEORGIA OTERO-KIRKHAM, MEMBER
		RON GENTRY, MEMBER
		DAVID MEDINA, MEMBER
ATTEST:		
,	SALLY PER	EA, COUNTY CLERK
	DATE	

8

# August 5, 2009 Regular Business Meeting Exhibits

A - S

## CONTRACT BETWEEN THE COUNTY OF VALENCIA AND ANTHONY SAVILLA FOR ABATEMENT SERVICES

THIS AGREEMENT is made and entered into the	day of	, 2009 by and
between the Board of County Commissioners of Valencia	County,	hereinafter referred to as the
"County" and Anthony Savilla hereinafter referred to as the	"Contra	ctor".

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES.

#### 1. Scope of Work.

The Contractor shall provide full-time professional services to the County in his capacity as an Abatement Officer, consistent with the provisions of this Agreement. The Contractor shall at all times faithfully, industriously, and the best of his ability, perform all such duties that may be required of him as an Abatement Officer in accordance with Valencia County policies and procedures.

#### 2. <u>Compensation</u>

- A. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work rendered at a rate of **Twenty-four Thousand None Hundred Sixty Dollars (\$24,960.00)**, in twelve (12) monthly installments.
- B. The County shall also provide the Contractor with office space & supplies all of which are reportable for tax purposes.
- C. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

#### 3. Term.

This Agreement shall terminate four years from the effective date unless terminated pursuant to paragraph 4, <u>infra</u>. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

#### 4. <u>Termination</u>.

#### A. <u>Termination</u>

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

#### B. <u>Termination Management</u>

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

Page 1 of 5

#### Exhibit A

directives issued by the County in the notice of termination as to the performance of work under this Agreement.

#### 5. Status of Contractor.

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

#### 6. Assignment.

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

#### 7. Subcontracting.

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

#### 8. Records and Audit.

The Contractor shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

#### 9. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County of Valencia or the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

#### 10. Confidentiality.

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

#### 11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than

10

Page 2 of 5

the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

#### 12. Amendment.

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

#### 13. Merger.

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

#### 14. Penalties.

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

#### 15. Equal Opportunity Compliance.

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

#### 16. Applicable Law.

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

#### 17. Indemnification.

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

Page 3 of 5

#### 18. Appropriations.

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

#### 19. Conflict of Interest.

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

#### 20. Notices.

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

To the County: Eric Zamora, County	Manager, P. O. 1119, Los Lunas, NM 87031
To the Contractor: Anthony Savilla,	NM

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

Page 4 of 5

PAGE

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

	PROVED, ADOPTED, AND PASSED on this & Galay of flugust, 2009.
	BOARD OF COUNTY COMMISSIONERS
Pec Dis Ge	dro G. Rael, Chair  Strict I  Corgia Otero-Kirkham, Commissioner  Strict II  District II  District III
	Ron Gentry, Commissioner
At	District IV test:
Sa	Dally Jures  lly Perea, County Clerk
	ANTHONY SAVILLA
An	ANTHONY SAVILLA
STA	
STA	ATE OF NEW MEXICO ) )ss.
STA	ATE OF NEW MEXICO )  OUNTY OF VALENCIA )
STA	ATE OF NEW MEXICO )  (SS.) (UNTY OF VALENCIA )  The foregoing instrument was acknowledged before me this day of

Page 5 of 5

#### AGREEMENT

TO PROVIDE GIS ADDRESSING SERVICES FOR THE VILLAGE OF BOSQUE FARMS

#### **BETWEEN**

# THE COUNTY OF VALENCIA AND THE VILLAGE OF BOSQUE FARMS

**THIS AGREEMENT** is entered into by and between the County of Valencia ("County") and the Village of Bosque Farms ("Village") referred to collectively as the ("parties").

#### I. RECITALS

WHEREAS, the County of Valencia and the Village of Bosque Farms are a bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the administration of an accurate and current Geographical Information Systems (GIS) addressing system is necessary for the operation of emergency services; and,

WHEREAS, the County of Valencia administers an GIS rural addressing system, which includes, software, hardware and employees; and,

WHEREAS, the Village of Bosque farms currently does not have an GIS system; and,

WHEREAS, the State of New Mexico 9-1-1 Rules and Regulations require that the 9-1-1 databases, including the Master Street Address Guide (MSAG) and Automatic Location Identifier (ALI) be maintained at each Public Safety Answering Point (PSAP) at a 96% or higher accuracy rate; and,

WHEREAS, the County and Village have agreed to share resources in order to protect the citizens of the County by insuring that the citizens of Bosque Farms are able to be served by emergency services.

NOW THEREFORE the parties hereby agree as follows:

#### II. <u>AUTHORITY</u>

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978, § 3-18-1 (1972) and NMSA 1978, § 4-37-1 (1995)

Page 1 of 8

Exhibit B		P	age I or	ð				
				,				
	BOOK	068	PAGE		14			

#### III. SCOPE OF DUTIES

#### THE COUNTY SHALL

- 1. Bring the Village of Bosque Farms E-911 road centerline file up to date for use by the Valencia Regional Emergency Communications Center for dispatch of Emergency Responders.
  - 2. Maintain the Village's Master Street Atlas Guide which includes:
    - a) Plotting or GPS any new roads in the GIS centerline road file and entering this information into the E-911 System through Intrado. (Contractor for QWEST for E-911 records maintenance for the State of New Mexico.)
    - b) Making any corrections to the E-911 address and telephone records as necessary and submitting corrections to Intrado with the approval of the Village of Bosque Farms Planning and Zoning Office.
    - c) Making the necessary corrections to the address road ranges in the GIS System as determined by the Village Planning and Zoning Office and submitting corrections to Intrado.
    - d) Plotting any new addresses as assigned by the Village of Bosque Farms into the GIS system.
    - e) Correcting any spatial errors that may exist based on monthly error reports received from Spatial Data Research & the DFA E-911 Program Director.
    - f) Providing for accuracy of GIS and GPS data for Wireless E-911 calls.
  - 3. Provide one (1) annual road and boundary map to the village of Bosque Farms.
  - 4. The parties agree that the service components of this Agreement include:
    - a) 1925 land lines
    - b) 1950 address points
    - c) 275 road segments
    - d) A requirement for phase III cell phone implementation
    - e) Work towards migration to the next generation 911 system

Page 2 of 8

#### THE VILLAGE SHALL

- 1. Pay to the County a flat rate of the sum of Three Thousand Dollars (\$3,000.00) for the first year of the agreement. The first year's payment shall be due no later than August 30, 2009.
- 2. Thereafter the Village shall pay the County at the following rate upon receipt of a detailed monthly statement of accounting for services performed:
  - a. \$30 per E-911 address and telephone correction in the system
  - b. \$30 per new address point entered into the GIS layer
  - c. \$50 per new road entered into the GIS layer and E-911 system
- 3. Provide to the County's rural addresser updated GIS addressing and MSAG database information on a timely basis.
- 4. Work towards maintaining the MSAG at a 96% accuracy rate.
- 5. Provide to the County's rural addresser the point of contact (name, address, phone, fax, e-mail) for GIS, PSAP and any other personnel handling MSAG updates.
- 6. Sign a non-disclosure agreement as needed.
- 7. The Village understands and acknowledges that E-911 is an evolving technology which cannot be measured.

#### IV. TERM

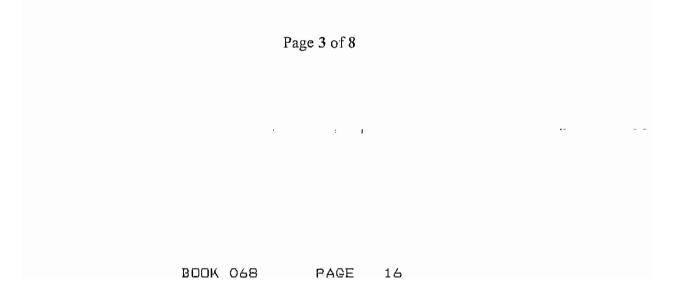
This Agreement becomes effective upon signature by all parties hereto and shall remain in effect for three (3) years or until it is terminated pursuant to the terms of this Agreement.

#### V. <u>PROPERTY</u>

No property shall be acquired as a result of this Agreement and the disposition of records generated by performance of this agreement shall be decided by the parties upon termination.

## VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.



#### VII. AMENDMENT

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

#### VIII. <u>ASSIGNMENT</u>

This Agreement may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

#### IX. GOVERNING LAW

This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

#### X. <u>SEVERABILITY</u>

If any provision of this Agreement, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this Agreement can be performed in substantial accordance with the original intent of the parties hereto.

#### XI. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this Agreement.

#### XII. <u>NEW MEXICO TORT CLAIMS ACT</u>

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not

Page 4 of 8

waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### VII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement.

#### XIII. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ninety (90) days written notice delivered to the other.

#### XIV. <u>CONTACT AND NOTICES</u>

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this Agreement shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Valencia County contact person name and mailing address:

Richard Chavez Valencia Count Rural Addressor-GIS Coordinator P. O. Box 1119 Los Lunas, NM 87091

Telephone No: (505) 866-2051

Village of Bosque Farms contact person name and mailing address:

Gayle Jones Clerk/Administrator P. O. Box 660 Peralta, NM 87042

Telephone No: (505) 869-2357

Page 5 of 8

#### XV. SURPLUS FUNDS

After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.

#### XVI. APPROPRIATIONS

Performance under this agreement is contingent upon sufficient authority and appropriations.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

APPROVED, ADOPTED, AND PASSED on this 5th day of August, 2009

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

<u>Uia Tele Phone</u> Pedro G. Rael, Chair

District I

Georgia Otero-Kirkham, Commissioner

District II

Donald Holliday, Vice-Chair

District V

David R. Medina, Commissioner

District III

Ron Gentry, Commissioner

District IV

Attest:

Sally Perea, County Clerk

Page 6 of 7

APPROVED, ADOPTED	D, AND PASSED on this	day of	, 2009.
	VILLAGE OF BOSQUI	E FARMS	
-	WAYNE AKE, MA	AYOR	
ATTEST BY:			
GAYLE JONES, VILLA	GE CLERK		

Page 7 of 8

BOOK 068 PAGE 20

# VALENCIA COUNTY BOARD OF COUNTY COMMISSSIONERS RESOLUTION 2009 3 ✓

# A RESOLUTION AMENDING THE LICENSING FEE SCHEDULE FOR THE ANIMAL CONTROL DIVISION SERVICE

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, August 5, 2009 at 5:00 p.m. in the Valencia County Administration Building 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, pursuant to section 90.033(A) of the Valencia County Code of Ordinances the Board of County Commissioners may set fees for animal control services by resolution; and,

WHEREAS, the Board acknowledges that the purpose of licensing animals is for the proper administration vaccinations for dogs and cats in order to protect the health safety and welfare of the citizens of the County and that by reducing the cost of licensing, pet owners would save money and more pet owners would then be able to afford the cost of vaccinations.

**NOW THEREFORE, BE IT RESOLVED,** by the Board of County Commissioners that it hereby adopts the attached Exhibit "A"; as the Animal Control Fee Schedule.

PASSED, APPROVED, AND ADOPTED ON THIS 5th DAY OF AUGUST 5, 2009.

BOARD OF COUN	TY COMMISSIONERS
Via Tolophone	Don Haller
Pedro G. Rael, Chair	Donald Holliday, Vice-Chair
District I Lesign Chrolice	District
Georgia Otero-Kirkham, Commissioner	David R. Medina, Commissioner
District II	District III
The state of the s	
,	Commissioner
District IV	
Attest:  July Feren	Exhibit C
Sally Perea, County Clerk	

## EXIBIT A

## Valencia County Animal Control Fee Schedule

Reference Section	Description	Fee
3.04.02	Boarding Fee	\$10.00 per day
304.03	Impound Fee	\$25.00 1 <sup>st</sup> offence
		\$30.00 2 <sup>nd</sup> offence
304.03	Quarantine Boarding	\$15.00 per day
304.04	Adoption Fee	\$10+\$62 per cat
		\$10+82 per dog
		\$10 Sterile animal
304.07	License Fee	\$5.00 per year
304.10	License intact	\$10.00 per year
	Service Animals	Exempt
304.08	Traps	\$40.00
304.09	Commercial Kennel	\$100.00 per year
	Pet Shop	\$50.00 per year
304.09	Hobby Kennel	\$25.00 per year
	Guard Dog Site	\$25.00 per year
	Rescue	\$25.00 per year
304.10	Litter Fee	\$25.00

July 30, 2009

To: Ron Gentry Ce: Eric Zamora

From: Frank P. Barr (County Resident)
Jon Clemons (County Resident)
Durrel Bates (County Resident)

Subject: District 4, County Road Inspection

The following is a synopsis of our findings concerning the vacation of an unused, non-accessible road located at 1658 Highway 304 in Casa Colorado, NM 87002. The property is owned by Mr. Nester Peralta. The inspection was conducted by county residents at the request of the county commission.

The road in question, which is approximately 0.25 miles, is located entirely on Mr. Peralta's property and is of no use as a public conveyance. It is bounded on the West by the San Juan irrigation canal, which runs parallel to its entire length. It is bounded on the North and South by fence and there is no further evidence of its continuance past those fences.

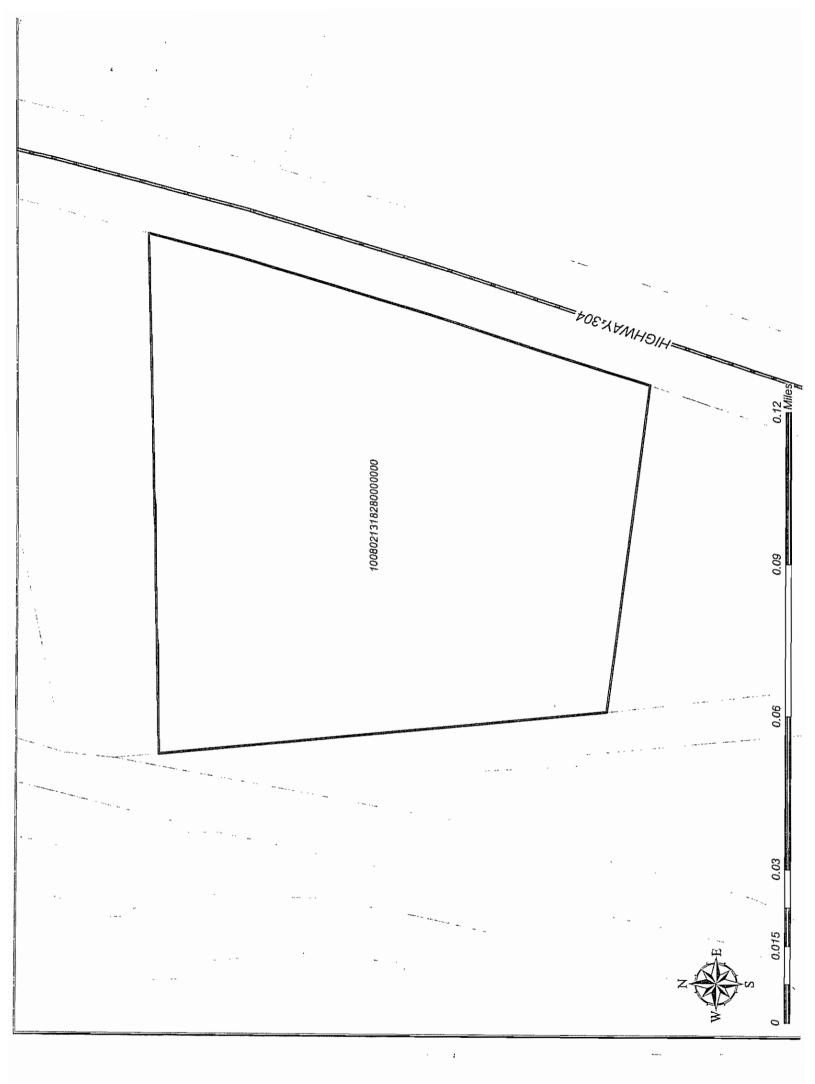
We, the undersigned, agree and recommend that the county vacate this conveyance.

Frank P. Barr

Jon Clemons

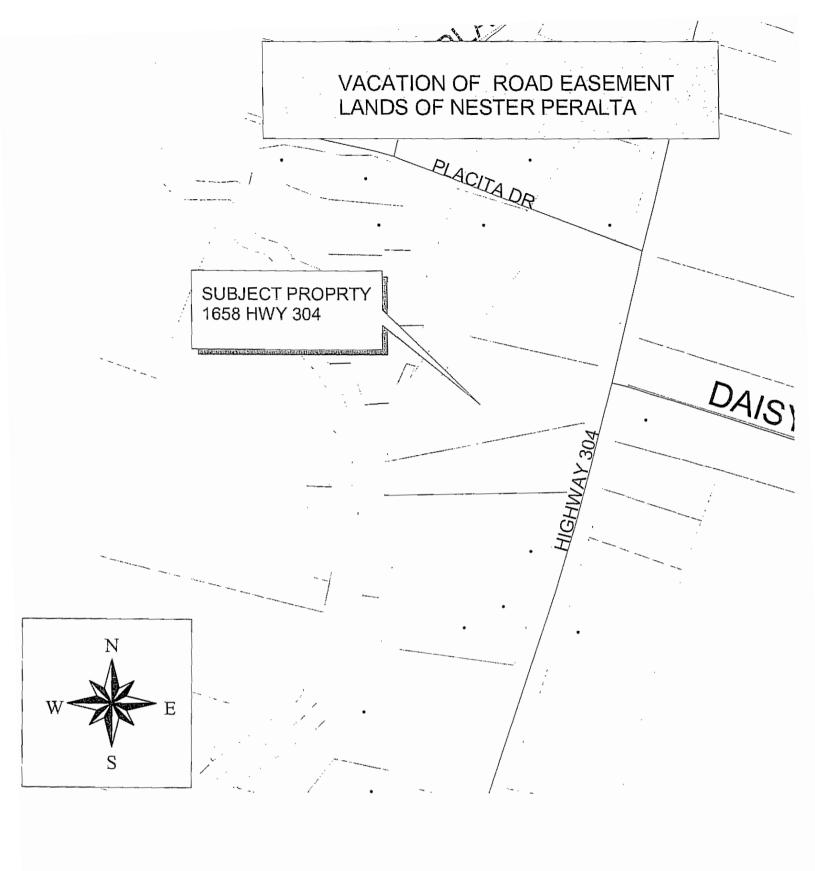
Durrel Bates

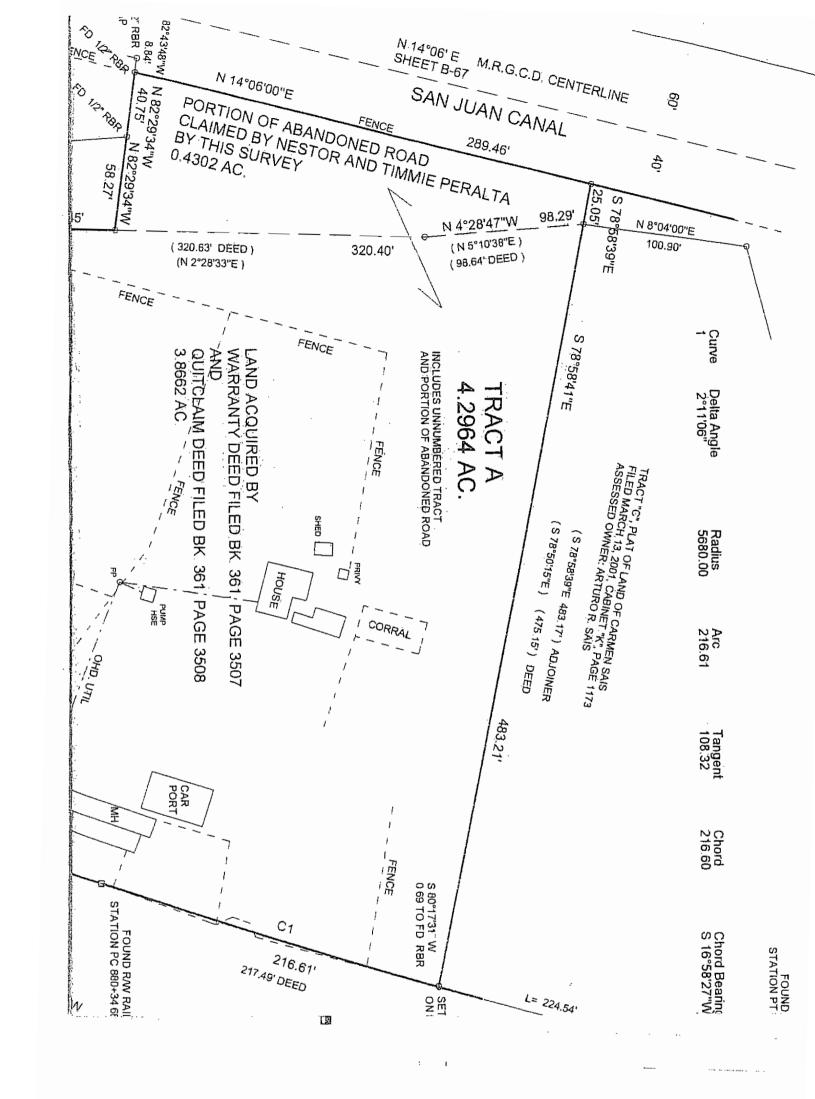
Exhibit D



890 YOUR

PAGE 24





#### MEMORANDUM OF AGREEMENT FOR PROVIDING EARLY CHILDHOOD DEVELOPMENT SERVICES

#### BETWEEN

# THE COUNTY OF VALENCIA AND THE MIDWEST CAP

THIS AGREEMENT is entered into by and between the County of Valencia ("County") and the Midwest CAP ("Midwest CAP") referred to collectively as the ("parties").

#### I. RECITALS

WHEREAS, the County of Valencia is a body politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the MWNMCAP Head Start wishes to utilize space within the Older Americans Program Center to create Valencia County's initial and premiere multigenerational space; and,

WHEREAS, the collaboration between Head Start and the Older Americans Program would create a synergistic opportunity to strengthen the Meadowlake community through the development of the communities most vulnerable citizens, seniors and children.

WHEREAS, this proposed collaboration between the MWNMCAP Head Start Program and the Older American Program Center will allow the Meadowlake community direct access to many vital programs that will be needed for survival of the community.

NOW THEREFORE the parties hereby agree as follows:

#### II. AUTHORIZATION

It is within the power of the County to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of ... its inhabitants". See NMSA 1978, § 3-18-1 (1972); NMSA 1978, § 4-37-1 (1995).

#### III. SCOPE OF DUTIES

#### THE MIDWEST CAP SHALL

1. Utilize the two rooms on the East side of the Community center adjacent to the new playground and the office space adjacent to the two East side rooms

Exhibit E

- to increase the scope of service to the Meadowlake Community. Under no circumstances should he Midwest CAP utilize the entire space of the Meadowlake Community center.
- 2. Coordinate with the Older Americans Program Center to create the County's initial and premiere multi-generational space, creating an opportunity to strengthen the Meadowlake community through the development of the communities most vulnerable citizens, seniors and children.

#### THE COUNTY SHALL

1. Permit the MWNMCAP use of the space described above in the Older Americans Program Center in exchange for their operation of the facility at no cost to the County.

#### IV. <u>TERM</u>

This MOA becomes effective upon signature by all parties hereto and shall remain in effect until terminated pursuant to Section XIII of this document.

#### V. PROPERTY

Any property acquired under this MOA shall be paid for by Midwest NM CAP and owned by it, and upon termination of this Agreement, shall be entitled to the disposition, division or distribution of all such property.

## VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

#### VII. AMENDMENT

This MOA shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

#### VIII. <u>ASSIGNMENT</u>

This MOA may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

#### IX. GOVERNING LAW

This MOA and the rights of the parties hereto shall be governed by and construed in accordance with the Laws of the State of New Mexico.

#### X. <u>SEVERABILITY</u>

If any provision of this MOA, or the application of such provisions to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOA, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this MOA can be performed in substantial accordance with the original intent of the parties hereto.

#### XI. <u>INTEGRATION OF MOA</u>

This MOA incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written MOA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this MOA.

#### XII. <u>NEW MEXICO TORT CLAIMS ACT</u>

By entering into this MOA, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this MOA, subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act (NMSA 1978, Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, and do not waive any defense or limitations of liability pursuant to law. No provision in this MOA modifies and/or waives any provision of the New Mexico Tort Claims Act.

#### XIII. TERMINATION OF MOA

This MOA may be terminated by either party upon thirty (30) days written notice delivered to the other.

#### XIV. <u>CONTACT AND NOTICES</u>

The parties may, from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this MOA shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Valencia County contact person name and mailing address:

Eric Zamora Valencia County Manager P.O. Box 1119 Los Lunas, NM 87031

Telephone No: (505) 866-2003 Facsimile No: (505) 866-2424

Midwest Camp contact person name and mailing address:

William Silva [Title] [Address]

Telephone No: (505) Facsunile No: (505)

#### XV. <u>SUBCONTRACTING</u>

Each party is responsible for fulfillment of this MOA and shall not subcontract any of its responsibilities.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective immediately.

PASSED, APPROVED, AND ADOPTED, on this 5th day of August, 2009.

Pedro G. Rael, Chair

Commissioner, District I

) Maga

Georgia Otero-Kirkham Commissioner, District II David R. Medina Commissioner, District III

Donald E. Holliday,

Commissioner, District V

Ron Gentry

BOOK 048

Commissioner, District P

ttest:	
Sauly Ferren ally Perea, County Clerk	_
****	_
illiam Silva idwest CAP	
idwest CAP.	ne on this day of, 2009, by William Silva,
EAL	Notary Public
y commission expires:	

. .

	CONTRACT NO:
	VENDOR NO:
SIGNALIZATIO	ON AGREEMENT
THIS AGREEMENT, made and entered into p	ursuant to the provisions of NMSA 1978, Section
67-3-28, as amended, this day of	, 2009, by and between the NEW
MEXICO DEPARTMENT OF TRANSPORTA	ATION, acting by and through the SECRETARY,
hereinafter called the DEPARTMENT, and Va	alencia County, New Mexico, by and through its
duly elected officials, hereinafter called the PU	BLIC ENTITY.
R	ECITALS:
WHEREAS, the DEPARTMENT contemplates	s the letting of a contract for the construction of a
highway project within the boundaries of the PV	UBLIC ENTITY, said project being identified as
SP-GA-9505(200), CN C6T28, within the boun	daries of Valencia County, New Mexico.
WHEREAS, the PUBLIC ENTITY and the DE	EPARTMENT agree with the need for installation
of traffic signals and intersection lighting at the	ne intersection of NM 47 & NM 304, within the
boundaries of Valencia County, the exact desig	n to be determined by the DEPARTMENT.
WHEREAS, the installation of the traffic signa	l will assist in relieving traffic congestion and the
installation of intersection lighting will promote	e traffic safety.
WHEREAS, it is the desire of the parties to	set forth their understandings and agreements
pursuant to which the improvements shall be n	nade and subsequently operated and maintained as
required.	
Exi	hibit F
	1
	. ,
890 YOU	PAGE 32

NOW THEREFORE,

SECTION I: THE DEPARTMENT SHALL:

1. Provide the necessary plans and estimates and other documents required for the construction

of the Project and cause the Project to be constructed in the manner provided by law in

accordance with such plans and documents.

2. At its expense, maintain the machine vision detection system, cameras, and signal control

equipment (the "Controller"), and repair or replace the Controller in the event the Controller

and/or cabinet is damaged, or there is an equipment failure, and maintain the video detection

system.

3. Make all timing adjustments to the Signal Control equipment and review the Signal System(s)

for efficient and satisfactory operation.

SECTION II: THE PUBLIC ENTITY SHALL:

1. Provide and install new signal control equipment with cabinet, footings, poles, signal heads,

machine vision vehicle detection system, luminaires, telephone drop and wiring (the "Signal

System") for complete signalization for the intersection of NM 47 & NM 304.

2. After subject signal system(s) has been constructed, make provisions for and provide, at it

own expense, all electrical energy, routine maintenance such as lamp replacement, luminaire

replacement, telephone service, emergency shutdown in case of accidental damage or equipment

failure and make any repairs necessary due to accidental damage to, or equipment failure of the

underground conduit, cables, pull boxes, signal heads and poles.

3. In the event that accidental damage or equipment failure should occur, provide for equipment

shut down and/or emergency traffic control as needed. In addition, should the accidental damage

2

BOOK 098

PAGE 33

or equipment failure involve the Controller (and cabinet) or the machine vision detection system, promptly notify the Traffic Services Section of the DEPARTMENT.

4. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.

5. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and intersection lighting.

6. Make ample future provisions in its budget each year for the cost of maintaining a telephone drop at the intersection.

#### SECTION III: THIRD PARTY BENEFICIARIES:

It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this AGREEMENT.

#### SECTION IV: NEW MEXICO TORT-CLAIMS ACT:

As between the DEPARTMENT and PUBLIC ENTITY, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this AGREEMENT. Any liability incurred in connection with this AGREEMENT is subject to the immunities and limitations of New Mexico Tort Claims Act (Section 41-4-1, et seq. N.M.S.A. 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. By entering this AGREEMENT,

3

the DEPARTMENT and the PUBLIC ENTITY, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive any sovereign immunity, nor do they waive any limitation(s) of liability pursuant to law. No provision in this AGREEMENT modifies or waives any provision of the New Mexico Tort Claims Act.

SECTION V: SCOPE OF AGREEMENT:

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

SECTION VI: TERMS OF THIS AGREEMENT:

The terms of this AGREEMENT are lawful; performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION VII: EQUAL OPPORTUNITY COMPLIANCE:

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this AGREEMENT. If the parties are found to not be in compliance with these

4

requirements during the term of this AGREEMENT, the parties agree to take appropriate steps to correct these deficiencies.

SECTION VIII: APPROPRIATIONS AND AUTHORIZATIONS:

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

SECTION IX: SEVERABILITY:

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

SECTION X: PUBLIC ENTITY SOLE JURISDICTION:

By mere reason of the DEPARTMENT's participation in this Project, the DEPARTMENT is not incorporating this Project into the State Highway System, nor is the DEPARTMENT assuming maintenance responsibility or liability for the Project.

SECTION XI: PROJECT RESPONSIBILITY

Design, construction and installation for this Project are the DEPARTMENT's sole responsibility and nothing is intended to give the DEPARTMENT any responsibility for future

5

BOOK 068 PAG

PAGE 36

maintenance of the Project or related road improvement within the PUBLIC ENTITY's road system.

SECTION XII: CONTINGENT ON PROJECT BEING LET:

In the event that the Project is not let for any reason, this AGREEMENT shall become null and void and shall create no obligation on any of the parties.

SECTION XIII: AMENDMENT:

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year hereinafter first written.

PUBLIC ENTITY	NEW MEXICO DEPARTMENT OF TRANSPORTATION		
By: Onall falon 8.5-08 Valencia Co. Commission Date	By:Secretary	Date	
ATTEST Saley Furew 8.5-09 Valencia Co. Clerk Date	RECOMMENDED BY:		
	Traffic Services Engineer	Date	
	Traffic Technical Support Engineer	Date	
	District Engineer	Date	

6

BOOK 048

PAGE 37

# STATE OF NEW MEXICO NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT 2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Valencia County, hereinafter referred to as the "Contractor"

#### I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 125, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which a total of one hundred fifty thousand dollars (\$150,000) is directed for code improvements/equipment, hereinafter referred to as "renovations", for the Fred Luna Senior Center located in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Fred Luna Senior Center is located will be the site for the renovation.

#### II. GENERAL ADMINISTRATION

- 1. The authority for the administration of the state-appropriated funds is the Department.
- 2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
- Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
- 4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

1

Exhibit G

38

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

# III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

- 1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Fred Luna Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
- 2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
- 3. <u>Consideration.</u> In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Fred Luna Senior Center.
- 4. <u>Compliance with Requirements.</u> All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
- Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

- 6. <u>Time for Completion.</u> The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2013.
- 7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
- 8. <u>Best Efforts.</u> Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
- 9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
- 10. <u>Default by Contractor.</u> If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
- 11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Fred Luna Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
- 12. <u>Liability.</u> Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject

- to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.
- 13. <u>Insurance</u>. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Fred Luna Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
- 14. <u>Liens.</u> The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Fred Luna Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
- Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
- 16. Use of Site. For a period five (5) years from the date hereof, the Fred Luna Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Fred Luna Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Fred Luna Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
- 17. <u>Defects.</u> The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Fred Luna Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
- 18. <u>Interest on Monies.</u> Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
- 19. <u>Audit and Inspection.</u> Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor

at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

- 20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
- 21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
- 22. <u>Notices.</u> All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addresses specified on the last page of this Agreement.
- 23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
- 24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so,

and then only within the strict limits of that authority.

- 26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1, through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- 27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2013, unless terminated pursuant to Paragraph 26.
- 28. <u>Termination</u>. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 29. <u>Amendment.</u> This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- 30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
- Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements

- during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
- 33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

7

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT
BY:
DATE:
DATE: 8-5-09
DATE: 8-5-09
TAXATION AND REVENUE DEPARTMENT
The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.
TAXPAYER I.D.#01-505378-004
BY:
DATE:
NOTICES
New Mexico Aging and Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505
Valencía County P.O. Box 1119

Los Lunas, New Mexico 87031

# STATE OF NEW MEXICO NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT 2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Valencia County, hereinafter referred to as the "Contractor".

#### I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 125, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$4,800,000 of which a total of forty-two thousand dollars (\$42,000) is directed to purchase and equip hot meal vehicles for transportation for Valencia Countywide Senior Centers, in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the property on which the senior centers are located will be the site where the vehicle(s) will be located.

#### II. GENERAL ADMINISTRATION

- 1. The authority for the administration of the state appropriated funds is the Department.
- 2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended and the Americans with Disabilities Act the provision of services to senior citizens.

#### III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

- 1. Scope of Project. The Contractor shall be responsible for the purchase of the vehicle(s) referred to herein and shall comply with all applicable State of New Mexico procurement requirements.
- 2. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide transportation services to senior citizens and persons with disabilities in "site". The Contractor agrees that the vehicle shall be used for transportation services for senior citizens and persons with disabilities and in accordance with the appropriation law set forth in Section I above. When the vehicle(s) are no longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the

#### Exhibit H

Contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title to the vehicle. After the department approves the proposed disposition, the Contractor shall give notification to the state auditor and the Department, at least thirty days (30) prior to its action in making the deletion from its public inventory. In addition, if the contractor receives any proceeds from the sale of the vehicle, all proceeds will be retained by the senior programs. The contractor agrees to retain record of the sale for a minimum of (3) three years.

- 3. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
- 4. <u>Time for Completion</u>. The Contractor shall insure that the purchase of the vehicle(s) authorized under this Agreement shall be completed no later than 6/30/2011.
- 5. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
- 6. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.

- Insurance. The Contractor shall at all times commencing with the date of the acquisition of the vehicle(s), maintain liability insurance in an amount sufficient to cover liability under the New Mexico Tort Claims Act. In the event a vehicle is damaged in an accident and not repaired, the Contractor agrees to use any insurance monies to address the transportation needs of the senior programs, in Valencia Countywide Senior Centers, with prior written approval of the Department. The Contractor may provide self-insurance to satisfy these requirements.
- 8. <u>Interest on Monies</u>. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
- Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
- Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments. The Aging and Long-Term Services Department is responsible for monitoring the projects funded to ensure compliance with the constitution and the laws of New Mexico and cause to be reverted any unexpended or unencumbered balance remaining.
- 11. <u>Improper Use</u>. The Contractor and the Department agree that the Department may remove the vehicle(s) from the site if the vehicle is used for other than the above agreed upon purposes.
- 12. <u>Finality of the Funding</u>. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

- 13. <u>Notices</u>. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
- 14. Status of Contractor. The Contractor and its agents and employees are independent contractor and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
- 15. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 16. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 17. Conflict of Interest. The Contractor warrants that it presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 to 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- 18. <u>Term.</u> This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2011, unless terminated pursuant to Paragraph 17.
- 19. <u>Termination</u>. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 20. <u>Amendment</u>. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- 21. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 22. Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 23. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
- 24. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
BY:
DATE:
VALENCIA COUNTY
DATE: 8-5-09
DATE: 8-5-09
TAXATION AND REVENUE DEPARTMENT
The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipts taxes to the State of New Mexico.
TAXPAYER I.D.# 01-505378-004
BY:
DATE:
NOTICES
New Mexico Aging and Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505
Valencia County P.O. Box 1119

6

Los Lunas, New Mexico 87031

# STATE OF NEW MEXICO NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT 2008 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Valencia County, hereinafter referred to as the "Contractor".

#### I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which four hundred forty-five thousand five hundred dollars (\$445,500) is directed to plan, design, construct, equip and furnish, hereinafter referred to as "construction", for the Del Rio Senior Center located in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Del Rio Senior Center is located will be the site for the construction.

#### II. GENERAL ADMINISTRATION

- 1. The authority for the administration of the state appropriated funds is the Department.
- 2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the American with Disabilities in the construction of the senior center and the provision of services to senior citizens.
- Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
- 4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (A.N.S.I.) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under

# Exhibit I

BOOK 068 PAGE 52

(Chapter 60, Article 13 NMSA 1978) of the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

#### III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

- 1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the construction of the Del Rio Senior Center. If anything is omitted from the plans which may be required in order to complete said construction to the facility, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the construction contemplated herein.
- 2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
- 3. <u>Consideration</u>. In consideration for the funds granted herein, the Contractor agrees to perform the construction services specified in Section III and to provide nutritional and supportive social services to senior citizens in the Del Rio Senior Center.
- 4. <u>Compliance with Requirements.</u> All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
- Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

- 6. <u>Project Readiness.</u> The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
- 7. <u>Time for Completion</u>. The Contractor shall insure that the construction authorized under this Agreement shall be completed no later than 6/30/2012.
- 8. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
- 9. <u>Best Efforts.</u> Notwithstanding the terms set forth herein for completion of the construction, the Contractor will at all times use its best efforts to insure that the construction is completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest construction process.
- 10. <u>Default by Contractor</u>. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement the Department shall have no further obligation to make payments pursuant to the Agreement.
- 11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the construction to be performed hereunder and for the use and occupancy of the Del Rio Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.

- 10. <u>Liability</u> Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et. seq., NMSA 1978, as amended.
- 11. <u>Insurance.</u> The Contractor shall at all times commencing with the date when construction begins and for twenty (20) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Del Rio Senior Center with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
- 12. <u>Liens.</u> The Contractor hereby agrees to ensure that there are no liens or claims or rights to enforce liens against the Del Rio Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
- Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
- 14. <u>Use of Site.</u> For a period of twenty (20) years from the date hereof, the Del Rio Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor will operate or cause to be operated the Del Rio Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Del Rio Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
- 15. <u>Defects.</u> The Contractor will at the request of the Department, correct any defects due to faulty materials or workmanship in the construction of the Del Rio Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
- 16. <u>Interest on Monies.</u> Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.

- Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the construction, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the construction. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
- 18. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
- 19. <u>Contractor May Not Cancel.</u> Once funds have been committed by the Department to construction services under this Agreement and the Contractor has awarded a construction contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
- 20. <u>Notices.</u> All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addresses specified on the last page of this Agreement.
- 21. <u>Status of Contractor</u>. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
- 22. <u>Appropriations.</u> The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

- 23. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 24. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirement of the Governmental Conduct Act, Sections 10-16-1 to 10-16-18 NMSA, 1978, regarding contracting with a public officer or state employee have been followed.
- 25. <u>Term.</u> This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 26.
- 26. <u>Termination.</u> This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 27. <u>Amendment.</u> This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
- 28. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 29. Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 30. <u>Equal Opportunity Compliance.</u> The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance

with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

31. Applicable Law. This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, and (b) any other applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
BY: DATE:
VALENCIA COUNTY
DATE: 8-5-09
TAXATION AND REVENUE DEPARTMENT
The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.
TAXPAYER I.D.# 01-505378-004
BY:
DATE:
NOTICES
New Mexico Aging and Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505
Valencia County P.O. Box 1119 Los Lunas, New Mexico 87031
8
BOOK 068 PAGE 59

# STATE OF NEW MEXICO NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT 2008 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and Valencia County, hereinafter referred to as the "Contractor".

#### I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which twenty-nine thousand two hundred dollars (\$29,200) is directed to purchase and install equipment hereinafter referred to as "equipment/furnishings" for the Del Rio and Meadow Lake Senior Centers in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior center(s) is located will be the site where the equipment will be located.

#### II. GENERAL ADMINISTRATION

- 1. The authority for the administration of the state appropriated funds is the Department.
- 2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

#### III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

- 1. <u>Scope of Project.</u> The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
- 2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.
- 3. <u>Consideration.</u> In consideration for the funds granted herein, the Contractor agrees

Exhibit J

to provide nutrition, educational, and recreational services to senior citizens in the Del Rio and Meadow Lake Senior Centers. The Contractor agrees that the equipment shall be used for the above stated purposes nor misused or misappropriated. The Contractor shall be responsible for adhering to the policy on Management and Disposition on Tangible Personal Property provided by the Department.

- Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
- 5. <u>Time for Completion</u>. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2012.
- 6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
- Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
- 8. <u>Liability.</u> Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.

- 9. <u>Insurance</u>. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the Del Rio and Meadow Lake Senior Centers with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
- 10. <u>Assignment.</u> The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
- 11. <u>Interest on Monies.</u> Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
- Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
- 13. <u>Use of Equipment/Furnishings.</u> The equipment shall be used solely for the purpose of providing services to the Del Rio and Meadow Lake Senior Centers and not for any other purpose whatsoever nor misused or misappropriated.
- 14. <u>Improper Use.</u> The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
- 15. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

- 16. <u>Notices</u>. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addresses specified on the last page of this Agreement.
- 17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
- Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee have been followed.
- 21. <u>Term.</u> This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 20.
- 22. <u>Termination.</u> This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 23. <u>Amendment.</u> This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

- 24. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 25. Procurement Code. The Contractor shall at all times comply with the Procurement Code. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
- 26. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
- 27. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

# **NOTICES**

New Mexico Aging and Long-Term Services Department 2550 Cerrillos Road Santa Fe, NM 87505

Valencia County P.O. Box 1119 Los Lunas, New Mexico 87031

BY: \_\_\_\_\_

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

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

This Agreement is made and entered into this 1st day of July 2009, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor."

#### IT IS AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work.

#### The Contractor will:

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

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans,

Exhibit K

1

published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

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

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

J. Ensure eligible participants are assessed and registered in SAMS.

#### 2. Compensation.

- A. The total amount payable to the Contractor under this Agreement shall not exceed \$29,319 for eligible means served during the period July 1, 2009 through June 30, 2010 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

# 3. Gross Receipts Tax

Not applicable. Tax exempt.

# 4. Term

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2010, unless terminated pursuant to paragraph 5, infra.

# 5. Termination

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, of if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is

indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph VI, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

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

#### 6. Status of Contractor

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

# 7. Assignment

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

# 8. Subcontracting

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

#### 9. Records and Audit

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

3

Agency to recover excessive, improper, or illegal payments.

- B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2009 to June 30, 2010. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.
  - 1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD, Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
  - 2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC, Title IIIC, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
  - 3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons

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

# 10. Appropriations

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

# 11. Release

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

# 12. Product of Services; Copyright

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

#### 13 Conflict of Interest

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

# 14. Equal Opportunity Compliance

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

#### 15. Non-Discriminating Service Delivery

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

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

# 16. Confidentiality

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

#### 17 Amendment

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

#### 18. Penalties for Violation of law.

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

# 19. Scope of Agreement

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

# 20. Applicable Laws

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

# 21. <u>Internal Dispute Mediation</u>

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

- 1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
- 2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
- 3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
- 4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.

72

- 5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
- 6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

### 22. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- (2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- (3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

#### 23. Invalid Term or Condition.

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

#### 24. Enforcement of Agreement.

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

25.	Notices.

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

Agency:	Contractor:
NCNMEDD	
Attn: Nancy Arias	
P.O. Box 5115	
Santa Fe, NM 87502	

# 26. Other Provisions

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

# 27. Authority.

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

The remainder of this page is left blank intentionally

28.	Signatures.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

Valencia CountyNCNMEDD Non-Metro AAALegal Name of Vendor/ContractorName of Area Agency on Aging

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Printed/Typed Name of Signatory

July 1, 2009

Date

Date

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

GRANTEE: Valencia County ADDRESS:		APPROVED B		Type of Grant New/Cont:	or Action X	NGA DATE
ADDRESS.		FROM:	07/01/2009	Revision:	^	07/01/09
PHONE:		TO:	06/30/2010	Other:		, , , , , , , , , , , , , , , , , , , ,
Indirect Cost	Fund:	210				
% of \$	Title of Project:	NSIP				
			LOCAL	LOCAL	PROJECT	1
DESCRIPTION	FEDERAL	STATE	CASH	IN-KIND	INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00		ļ		0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0,00	0.00		ļ		0.00
Supplies (Raw Food)	\$29,319.00	0.00				\$29,319.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00		1		0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$29,319.00	\$0.00				\$29,319.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION	OF GRANT			Shares will be Co	omprised of:	
1. Estimated Total Cost		\$29,319.00	a. Federal/State			
LESS Anticipated Project Income		\$0.00	unearned in pr		FY Federal:	0.00
3. Estimated Net Cost		\$29,319.00	project year(s)		FY State:	0.00
4. Non-federal and Non-state Share of						
Net Cost		\$0.00	b. Carry Over			0.00
5. Project Income (Used as Match)		\$0.00	D. Carry Over			0.00
6. Federal Share of Net Cost		\$29,319.00	c. New Obligation	nal		0.00
7. State Share of Net Cost		\$0.00	Authority Here		FY Federal:	\$29,319.00
		00.00	Awarded	•		425/5 15:00
The federal and/or state share of the project cost is eamed only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute eaming of these funds.      If the actual net cost is less then the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.      X As shown in the Computation of Grant (assuming salisfactory progress, adequate (ustification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.      X Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.      X In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.						
All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:						
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) yeers after project termination, project records may than be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of enviaudit questions relating to individual grants.						
4. Non-federal resources must be centributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.						
5. The disposition of uneamed portions of (aderal and/or state funds at the and of the project year shall be made in accordance with current state policies.						
6. Unearned faderal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency,  7. All obligations will be liquidated within 30 days offer the area of the area and before fine to the area of face and face are an incident.						
<ol> <li>All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li> <li>Inventory of project equipment will be maintained and submitted as requested.</li> </ol>						
Project records will preserved and kept available.			nmary offices of the I	Granlee.		
Signature of Area Agency on Aging Authori		222.2.0 01 110 pr			Grantee organization	on, certify that
Janes					and conditions of the	
21			Donald	Halled	7 	Date: 8-5-09
Signature: Shealy		7/4/0000	,		/	Date
Signature		7/1/2009	<del></del>			Date:

#### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

In the matter of Appealing the Planning & Zoning Commission's Decision to approve a request for a Type B Design Review of the Proposed Full-Service Metals Recycling Plant, Valencia County, New Mexico, Application by Alice Torwirt and Joseph E. Rizzo

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

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 15, 2009, and was held pursuant to the Alice Torwirt/Joseph E. Rizzo's Application to Appeal the Planning & Zoning (P&Z) Commission's Decision to approve a request for a Type B Site Design Review of the Proposed Full- Service Roadrunner Metal Recycling Plant on the property commonly described as T4N, R2E, Section 4, NMPM; Tract 4-E-1-A-1, Lands of Rio Grande Industrial Park, LTD, Co.

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 June 4<sup>th</sup>, 2009, at which the final hearing of the Application to Appeal the P&Z Commission Decision was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
- 2. The property for which the Preliminary Site Design Review Application is requested has an I-3 zoning designation.
- 3. The application is to appeal the P&Z Commission's decision to approve a request for a Type B Site Design Review of the Proposed Full-Service Metals Recycling Plant for the property described as T4N, R2E, Section 4, NMPM; Tract 4-E-1-A-1, Lands of Rio Grande Industrial Park, LTD, Co.
- 4. The Roadrunner Metal Recycling Plant's original application was a request for approval of a Type B Site Design Review Process located in an I-3 zone.
- 5. The subject property is located in a Heavy Industrial (I-3) Zoning District.
- 6. The Planning and Zoning Commission held a public hearing on Roadrunner Metal Recycling Preliminary Site Design Application on April 22, 2009 and voted 5-0 to approve the Preliminary Site Design Review Application with recommendations. These recommendations include:

77

- a. A signed letter from the New Mexico Water Company
- b. Traffic Study
- c. The front of the business as stated in the plat
- d. A design for the installation of the reclamation for oils and freeon
- e. 8 ft. fence around three sides that do not have the berm

#### Exhibit L

- f. Final plat design go in front of P&Z for final approval
- 7. Alice Torwirt and Joseph E. Rizzo submitted their appeal application to the Planning Department on May 15<sup>th</sup>, 2009.
- 8. The appellant contended that pursuant to 154.137, Heavy Industrial District regulations, the high nuisance would be too close to residential use; that pursuant to 154.137 (B)(4) a "metal recycling' should not be considered a "auto-wrecking yard;" and pursuant to 154.137 Section (D) "similar use" cannot apply to the Roadrunner Metal Recycling and has no right to build anywhere in Valencia County.
- 9. Appellant Alice Torwit resides at 1323 Dulcinea Lane, Belen, NM 87002.
- 10. Appellant Joseph E. Rizzo resides at 77 Norma St, Belen, NM 87002.
- 11. Appellant Alice Torwit, by virtue of the distance between her residence and the facility, was not entitled to notice of the hearing prior to the decision being appealed.
- 12. Appellant Joseph E. Rizzo, by virtue of the distance between his residence and the facility, was not entitled to notice of the hearing prior to the decision being appealed.
- 13. Appellant Alice Torwit does not state a legally sufficient basis by which she is aggrieved or has legally cognizable interest affected by the decision of the Planning and Zoning Commission.
- 14. Appellant Joseph E. Rizzo does not state a legally sufficient basis by which he is aggrieved or has a legally cognizable interest affected by the decision of the Planning and Zoning Commission.
- 15. Jim Warren, owner of Road Runner Metal Recycling Plant, testified that the subject property may properly be classified as an automobile wrecking yard because the Roadrunner Metal Recycling Plant will be used for storage, wrecking dismantling, or the disassembling of inoperable motor vehicles, trailers or farm equipment, or parts thereof.
- 16. Jim Warren further testified that the Road Runner Metal Recycling Plant would clean up the community by paying local residents to recycle their old farm equipment and cars, and that the Plant would also effectuate the Federal Government's new "Cash for Clunkers" Program.
- 17. Jim Warren further testified that, as evidence of the proposed facility's classification as an auto wrecking yard, they have advertised in the yellow pages as Auto Wreckers.
- 18. Jim Warren further tendered several telephone books from Colorado Springs and New Mexico that list the proposed facility under the Auto Wrecker Heading. See Exhibit D, located in the Valencia County Office of the County Clerk.
- 19. Jim Warren further stated that if a license is required to be an auto wrecker in New Mexico, that he would get one since that is the nature of his business.
- 20. The findings made by the Board are each independent reasons for the decision of the Board in denying the appeal request.

#### 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. Section 154.062 (C) (1) (c) of the Valencia County Zoning Ordinance details the requirements for standing, which is required to appeal a decision of the Planning and Zoning Commission.
- F. Section 154.062 (C)(1)(c) requires that the appellant be "entitled by this chapter to notice of hearing prior to decision appealed; or is aggrieved or has interests adversely affected by the decision."
- G. Appellant Alice Torwit does not have standing to appeal the decision of the Planning and Zoning Commission as the appellant does not meet either criteria as detailed in Section 154.062(C)(1)(c).
- H. Appellant Joseph E. Rizzo does not have standing to appeal the decision of the Planning and Zoning Commission as the appellant does not meet either criteria as detailed in Section 154.062(C)(1)(c).
- I. Pursuant to Section 154.137(A), "[t]he 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[,]" that [a]ll required services shall be available to the site, including necessary major utility lines and sewer and water facilities," and that [w]henever appropriate, heavy industrial uses shall be located in areas where their impacts can be sufficiently mitigated on other incompatible uses and in areas where necessary services can be provided in an efficient and economic matter."
- J. An auto wrecking yard is a permitted use in the I-3 Distirct subject to the standards and limitations set forth in division (F) and pursuant to Section 154.035 through 154.040 for site design review. 154.137 (B)(4) of the Zoning Ordinance.
- K. An automobile wrecking yard is defined in Section 154.006 of the Zoning Ordinance as "[a]n area of land used for the storage, wrecking, disassembling, or sale of inoperable motor vehicles, trailers or farm equipment, or parts thereof."
- L. Based on the testimony proffered at the public hearing, the Board concludes that the proposed Metal Recycling plant is a permitted use pursuant to Sections 154.137(B)(4) and 154.006 of the Valencia County Zoning Ordinance.

#### **Decision**

IT IS, THEREFORE, ORDERED that the appeal requested by Alice Torwirt and Joseph E. Rizzo in their Application to Appeal the P&Z Commission's Decision to approve a request for a Type B Site Design Review of the Proposed Full-Service Metals Recycling Plant for the property described as T4N, R2E, Section 4, NMPM; Tract 4-E-1-A-1, Lands of Rio Grande Industrial Park, LTD, Co., is hereby denied.

### BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

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

Usa Telephone	Donuel Hallol
Pedro G. Rael, Chair	Don Holliday, Vice-Chair
Chstained @ mooting Georgia Otero-Kirkham, Commissione	David R. Medina, Commissioner
· 	
Ron	Gentry, Commissioner
ATTEST BY:	
Sally Perea, County Clerk	
Date: 8-5-09	

### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

In the matter of Appealing the Planning & Zoning Commission's Decision to Deny a Variance, Valencia County, New Mexico, Application by Gregorio Ronquillo

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

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 15<sup>th</sup>, 2009, and was held pursuant to Gregorio Ronquillo's Application to Appeal the Planning & Zoning (P&Z) Commission's Decision to deny a variance to the appellant on the property commonly described as on the property described as T6N, R2E, Section 1, Tract 58-A, containing 3 acres, also known as 308 El Cerro Loop, located in Valencia County, New Mexico.

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 June 4<sup>th</sup>, 2009, at which the final hearing of the Application to Appeal the P&Z Commission Decision was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
- 2. The application is to appeal the P&Z Commission's decision to deny a variance on a Parcel Size in a Rural Residential-1 (RR-I) Zoning district to allow for the subdivision of the subject 1.745 acre property into a 1 acre parcel and a .745 acre parcel for the property described as T6N, R2E, Section 1, NMPA; MRGCD Map 78, Tract 58-A, containing 1.745 acres; zoned RR-I; Filed in Book 360, Page 24158 of the Office of the Valencia County Clerk; also known as 308 El Cerro Loop, Los Lunas, Valencia County, New Mexico.
- 3. Gregorio Renquillo's variance application was a request for a variance on a Parcel Size in a Rural Residential-1 (RR-1) Zoning district to allow for the subdivision of the subject 1.745 acre property into a 1 acre parcel and a .745 acre parcel.
- 4. The subject property is located in a Rural Residential-1 Zoning District which requires a one acre parcel size minimum.
- 5. The Planning and Zoning Commission held a public hearing on appellant Gregorio Ronquillo's Variance Application on March 22, 2009. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted to deny the variance request.
- 6. Appellant Gregorio Ronquillo, the applicant, submitted his appeal on March 23, 2009, which was within the 15 day appeal period.

Exhibit M

- 7. The Board of County Commissioners held a public hearing on this matter on July 15th, 2009. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 4-0 to approve Gregorio Ronquillo's appeal and overturn the P&Z Commission's decision to deny a variance to the appellant.
- 8. The proposed use on the site described as 308 el Cerro Loop, Las Lunas, New Mexico 87103, is for single-family, residential mobile home.
- 9. The total acreage Mr. Ronquillo purchased and was thought to have had in his request to parcel and build a mobile home was 3 acres.
- 10. Valencia County Planning and Zoning provided advice to Mr. Ronquillo based on 3 acres of land described.
- 11. Survey of the land described defined the parcel as 1.745 acres because El Cerro Loop cuts through the described property separating the property into two properties consisting of 1.745 acres North of El Cerro Loop and 1.255 South of El Cerro Loop.
- 12. The findings made by the Board are each independent reasons for the decision of the Board in approving the appeal request.

#### Conclusions of Law

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

- The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).
- 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).
- 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.
- The Board has discretion in making zoning decisions. See Singleterry v. City of Albuquerque, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).
- The Board has authority and jurisdiction over the Petition for Appeal filed by E. Alfred Gurule.
- All parties entitled to notice were afforded notice in accordance with the applicable Valencia County Ordinances, New Mexico State Statutes, and common law.
- 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.
- The Board takes notice that §154.062 (B) of the Valencia County Zoning Code provides that "[w]here it is alleged that there is error in any order, requirement, decision or determination made by the P&Z or the Department, an appeal therefrom may be made by an affected party to the Commission on a form prescribed by the Department. The written appeal shall be filed with the Department within 15 days of the decision on a proposed action and shall be accompanied by the appropriate filing fee."

- J. Section 154.062 (B) (c) of the Zoning Ordinance provides that "[a] decision by the Department, P&Z or Commission to approve or deny an application or docket item request may be appealed provided the appellant has satisfied the following: (a) Filed a written appeal, accompanied by the appropriate filing fee, with the Department within the time required by this chapter submitted in accordance with division (2) below of this section; (b) Appeared before the P&Z, hearings officer or Commission orally or in writing; and (c) Meets 1 of the following criteria: 1. Was entitled by this chapter to notice and hearing prior to decision appealed; or 2. Is aggrieved or has interests adversely affected by the decision.
- K. Section 154.058(A) of the Zoning Ordinance provides that "[t]he purpose of a variance is to provide administrative relief when a strict application of the zoning requirements of lot width, lot depth, building height, setback, access or other dimensional requirements would impose practical difficulties or unnecessary hardship[]" and "[t]hese difficulties or hardships may result from geographic, topographic or other physical conditions on the site or in the immediate vicinity."
- L. As defined by Zoning Ordinance 154.058(B)(1) "Special conditions and circumstances exist which are particular to the land, building or structure involved;" The road that splits the parcels creates a special condition and circumstance.
- M. As defined by Zoning Ordinance 154.058(B)(3) "The variance would result in minimal detriment to the immediate vicinity;" The proposed use fits with the surrounding character of the vicinity.
- N. Section 154.058(C) of the Zoning Ordinance provides that "[i]n approving an application for a variance, the decision-making body may impose conditions as it deems appropriate to ensure that the intent of this section is carried out[]" and that [t]hese conditions shall be reasonably related to the variance criteria set forth in division (B) above."
- O. As part of its approval of this variance, the Board of County Commissioners imposes a condition that any land south of El Cerro Loop described as T6N, R2E, Section 1, NMPA; MRGCD Map 78, Tract 58-A shall not be developed

#### Decision

IT IS, THEREFORE, ORDERED that Gregorio Ronquillo's Application to Appeal the Planning & Zoning (P&Z) Commission's Decision to deny a variance to the appellant on the property commonly described as T6N, R2E, Section 1, NMPA; MRGCD Map 78, Tract 58-A, containing 1.745 acres; zoned RR-1; Filed in Book 360, Page 24158 of the Office of the Valencia County Clerk; also known as 308 El Cerro Loop, Los Lunas, Valencia County, New Mexico is hereby approved by a vote of 4-0 on the condition that any land south of El Cerro Loop described as T6N, R2E, Section 1, NMPA; MRGCD Map 78, Tract 58-A shall not be developed pursuant to Section 154.058(C) of the Zoning Ordinance.

#### BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119 / 444 Luna Ave Los Lunas, NM 87031 via telephone Pedro G. Rael, Chair Don Holliday, Vice-Chair - absent @ mootin July Olivo Lud greorgia Otoro-Kirkham, Commissioner David R. Medina, Commissioner Ron Gentry, Commissioner

ATTEST BY: Sally Perea, County Clerk 8-5-09 Date: \_\_

### BEFORE THE BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

In the matter of Amending the Zone Map from RR-2 to RR-1, Valencia County, New Mexico, application by Merrill Robinson, Carole Robinson, Jake Robinson and Tammy Robinson

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

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 22, 2009, and was held pursuant to the Applicants Merrill Robinson, Carole Robinson, Jake Robinson and Tammy Robinson Application to Amend the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Rural Residential-1 (RR-1) zoning designation on the property commonly described as T7N, R2E, Section 25, NMPM; Tracts 4-C-1-B-2; Consisting of 4.15 acres; Zoned RR-2; Map 71, Book 362, Pages 13295 of the Office of the Valencia County Clerk, located in Valencia County, New Mexico. 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 June 15, 2009, 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 property for which the zone change is requested has an RR-2 zoning designation, which requires a 2 acre minimum lot size.
- 3. The application is for an amendment to zoning maps from the RR-2 zoning designation to the RR-1 zoning designation for the property commonly described as T7N, R2E, Section 25, NMPM; Tracts 4-C-1-B-2; Consisting of 4.15 acres; Zoned RR-2; Map 71, Book 362, Pages 13295 of the Office of the Valencia County Clerk, located in Valencia County, New Mexico.
- 4. The applicant's request is for a zone change to RR-1 and will result in allowing for administrative approval of a court-ordered, Claim of Exemption Land Split.
- 5. The Claim of Exemption Land Split will result in the creation of three (3) parcels ranging from 1 to 2.15 acres in size, which is below the allowable minimum lot size allowed within the RR-2 zoning district.
- 6. The proposed zone change would be consistent with existing use in the vicinity, therefore, keeping with existing goals, policies and other applicable provisions of the County's comprehensive plan, and with the purpose of RR-1 zoning.
- 7. The Planning and Zoning Commission held a public hearing on June 24<sup>th</sup>, 2009and voted 5-0 to recommend denial of this request.
- 8. The findings made by the Board are each independent reasons for the decision of the Board in approving the zone change.

Exhibit N

#### 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. Section 154.061(C)(1) of the Zoning Ordinance provides that the proposed zone change should be consistent with the goals, policies and any other applicable provisions of the Comprehensive Plan. The Board's decision herein is consistent with the Comprehensive Plan.
- F. 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.
- G. 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.
- H. Section 154.105(A)(1) provides that the "[t]he 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."

#### **Decision**

IT IS, THEREFORE, ORDERED that the zone change from RR-1 to RR-2 requested by Merrill Robinson, Carole Robinson, Jake Robinson and Tammy Robinson in their Application to Amend the Zoning Map from an RR-2 zoning designation to an RR-1 zoning designation for the property described as T7N, R2E, Section 25, NMPM; Tracts 4-C-1-B-2; Consisting of 4.15 acres; Zoned RR-2; Map 71, Book 362, Pages 13295 of the Office of the Valencia County Clerk, located in Valencia County, New Mexico, is hereby granted.

### BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

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

Via Tele shone	Don Hellerd y
Pedro G. Rael, Chair	Don Holliday, Vice-Chair
Tesses Oterolue	absent @ moeting
Georgia Ofero-Kirkham, Commissioner	David R. Medina, Commissioner
Ron Gentry, C	omnissioner
ATTEST BY:  Pally Juren	
Sally Perea, County Clerk	
Date: 8-5-09	

# VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION № 2009- **35**

## DELEGATION OF AUTHORITY TO THE COUNTY MANAGER TO ENTER INTO CERTAIN CONTRACTS AND SETTLEMENT AGREEMENTS

WHEREAS, the Board of County Commissioners met in a regularly scheduled meeting on Wednesday, August 5, 2009 at 5:00 p.m. in the Valencia County Administration Building 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978 Section 4-38-19 (B) (1973) provides that, "[a] board of county commissioners may employ and set the salary of a county manager to conduct the business of the county, to serve as personnel officer, fiscal director, budget officer, property custodian and to act generally as the administrative assistant to the board, aiding and assisting it in the exercise of its duties and responsibilities;" and,

WHEREAS, NMSA 1978 Section 13-1-125 (2007) exempts certain small purchases from the bidding requirements the Procurement Code so long as those purchase are made in compliance with regulations set forth by the County of Valencia; and,

WHEREAS, the Board of County Commissioners promulgated regulations which delineate the manner in which procurement of items of tangible personal property, services and construction are procured by the County with its adoption of Resolution 2005-68- Policy Number 401-01-4.

## **NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Valencia County:

- 1. The authority to enter into contracts, for amounts of Five-Thousand Dollars (\$5,000.00) or less, for the procurement of items of tangible personal property, services and construction is delegated to County Manager Eric Zamora.
- 2. The authority to enter into legal settlement agreements for amounts of Five-Thousand Dollars (\$5,000.00) or less is delegated to County Manager Eric Zamora.
- 3. All procurement shall be made pursuant to Resolution 2005-68 and the New Mexico Procurement Code NMSA 1978 Sections 13-1-28 et. seq.
- 4. To be effective, any contract or settlement agreement entered into pursuant to this resolution shall be signed by Eric Zamora, Valencia County Manager & Kenneth Griego, Valencia County Business Manager.
- 5. Any contract or settlement agreement entered into pursuant to this resolution shall be presented to the Board at its next regular meeting after the date of execution.

Page 1 of 2

Exhibit O

6. This delegation of authority shall terminate on December 31, 2009.

APPROVED, ADOPTED, AND PASSED on this & Laday of Quyest

BOARD OF COUNTY COMMISSIONERS

Pedro G. Rael, Chair

District I

Georgia Otero-Kirkham, Commissioner

District II

Donald Holliday,

District V

David R. Medina, Commissioner

District III

Ron Gentry, Commissioner

District IV

Attest:

Sally Perea, County Clerk

Page 2 of 2

BOOK 098

PAGE

89

#### VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS ACCOUNTS PAYABLE AUTHORIZATION

The attached computer printout lists all the checks issued by the Manager's Office on July 31, 2009 covering vendor bills processed on the above date. Check # 99954 thru Check # 100192 inclusive, for the total of \$ 540,017.90.

All have been reviewed for:

- 1. Appropriate documentation and approvals.
- 2. Authorized budget appropriations.
- 3. Compliance with New Mexico Statutes, and
- 4. DFA Rules and Regulations.

In recognition of the above, the Fiscal Office requests this action be officially recorded in

the minutes of the regular county commission meeting before which body this matter came. Recommended: Done this 5th VALENCIA COUNTY BOARD OF COMMISSIONERS Ura Tele shope Pedro G. Rael, Commissioner, Chair Donald Holliday, Commissioner, Vice Chair David R. Medina, Commissioner entry, Commissioner Georgia Ølero-Kirkham, Commissioner Exhibit Q

## VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS PAYROLL AUTHORIZATION

00 /30 /0		actionis a saymall success	a on the above	data
07/17/2		_ covering payroll proces		inclusive.
Direct Deposit Deduction Che		thru direct deposit chec thru deduction check#		inclusive.
Payroll Check		thru payroll check #_		inclusive.
Listing total \$	**	tind payton eneck #		micrusive.
5.5tmg	<b>302</b> , 10211			
All have been	reviewed for:			
1.		nentation and approvals		
2.	Authorized budget			
3.	•	New Mexico Statutes, and		
4.	DFA Rules and Re	egulations.		
•	minutes of the reg	fanager's Office request t Jular county commission i		•
Recommended	l:			
1110	abril			
Wilma Abril I	Finance Director			
willia Abril, i	-mance Director			
Done this	5th	day ofAugus	t ,	,2009
_				-
V	'ALENCIA COUN	VIV ROARD-OF COM	MICCIONED	3
		TI BOALD OF COM	MISSICHER	1
Mar to	1.04.5.0	it lates		Lun
Ola Tel	Chair	_ (Ziere	Meno	lua
<u>Via</u> Tei Pedro G. Rael,	o phow Chair	_ (Ziere	o-Kirkham, V	lua
Ula Tel Pedro G. Rael,	Chair	_ (Ziere	Meno	lua
Pedro G. Rael,	Chair	Georgia Gerry	o-Kirkham, V	leca_ice-Chair
Pedro G. Rael,	Chair ina, Commissioner	Georgia der	o-Kirkham, V	leca_ice-Chair
Pedro G. Rael,	Chair	Georgia Gerry	o-Kirkham, V	leca_ice-Chair
Pedro G. Rael,  David R. Medi	Chair	Georgia Gter	o-Kirkham, V	leca_ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	leca_ice-Chair
David R. Med	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair
David R. Medi	Chair ina, Commissioner & Hellel	Georgia Gter	o-Kirkham, V	ice-Chair

#### VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS PAYROLL AUTHORIZATION

The attached computer printout lis 07/31/2009	ts all checks issued by the Managers Offi covering payroll process on the above do	
Direct Deposit Check # 11818	thru direct deposit check#11988	inclusive.
Deduction Check# 99994	thru deduction check#100025	
Payroll Check # 85257	thru payroll check # 85341	
Listing total \$ 350,059.77		
All have been reviewed for:		
	entation and approvals	
<ol> <li>Authorized budget</li> <li>Compliance with N</li> </ol>		
4. DFA Rules and Reg	ew Mexico Statutes, and gulations.	
	anager's Office request this action be offi ilar county commission meeting before w	
Recommended:		
Mulma abril		
Wilma Abril, Finance Director		
Done this5th	day of,20	009
VALENCIA COUN	TY BOARD OF COMMISSIONERS	
Via Tule shows	(George Hen	l.
Pedro G. Rael, Chair	Georgia Otero-Kirkham, Vice	c-Chair
	8 m als	
David R. Medina, Commissioner	Ron Gentry Commissioner	
0 1/10		
I and Halling	_	
Donald E. Holliday, Commissione	г	
ATTEST:	Exhibit S	
Summer CIA CO	Exhibit 5	
Sally Durica	_	
Sally Perea County Clerk		
GT AT		
SLAL		
OF NEW METERS		
	1 7	
BOOK O	68 PAGE 92	