

VALENCIA COUNTY BOARD OF COMMISSIONERS
Regular Business Meeting
January 20, 2010

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

- 1) The meeting was called to order by Chairman Donald Holliday at 5:00 P.M.
- 2) Mike Wood led the Pledge of Allegiance.
- 3) Approval of Agenda
The agenda was amended to include item 9(ii) Consideration of Resolution Permitting Telephonic Participation to be discussed in Executive Session and Resolution to be voted on by the commission under 9) Action Item(s) on Executive Session Discussions. Commissioner Rael made a motion to approve the agenda as amended. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.
- 4) Approval of Minutes
Commissioner Otero-Kirkham moved to approve the minutes of January 6, 2010 Organization/Regular Business Meeting. Seconded by Commissioner Rael. Motion carried unanimously.
- 5) PUBLIC COMMENTS – At the Discretion of the Chair. (For Information Only- limited to two minutes per person on subjects not on this published agenda).
Chairman Holliday explained that those participants wishing to speak during public comments was at the discretion of the chair and there would be no shouting, no accusing, no finger pointing and if anyone does get out of line that person will be called out of order and will immediately be seated. At that point if that person becomes disruptive again that person will be asked to leave the commission room. They will be able to stand in the lobby and the intercom will be turned on, but they will not be able to participate for the rest of the meeting. We will keep it to two minutes and in the future if he sees a need he will extend it to 2½ maybe 3 minutes. Hopefully that is clear.
- Meadow Lake resident Bob Gosticha inquired on the status of the ordinance passed last year that required covering all refuge being taken to Conejo Landfill. County Manager Eric Zamora informed Mr. Gostischa that a detailed audit on the operations at the Conejo Landfill has been done and found there have been a few inconsistencies. They have found areas that vastly need improvements and have determined that staff at the transfer station has exercised some latitude on enforcing the cover ordinance and these issues are being addressed. He will have a report to address these issues and there will be a significant change in the operations at Conejo in the coming months, he said.
- Mike Wood would like to see accomplished in the year 2010; Construction started on a hospital, the commission use caution to eliminate lawsuits, go through the year without any Open Meetings Act violations, give more autonomy to the county attorneys, don't allow any commission chair to abuse the power and all commissioners work together as a team.
- Sue Moran clarified for the record that public comments have been allowed in Organization/Business Meetings before and provided the commission with partial copies of the minutes of the Organization/Business Meetings for January 2006, January 2007 and January 2009 showing that public comments were indeed allowed at each of those meetings and said the record should be corrected to reflect the truth.

James Sanchez spoke on behalf of Tierra Grande South and thanked the commission for helping to remove the livestock from the roads in the Tierra Grande South area. Mr. Sanchez gave a special thanks and recognition to Zoning Code Enforcement Officer Sonny Vega for his outstanding performance, dedication and commitment to his job. When Mr. Vega took on this project he hit a stone wall of opposition but he persevered, he would not be deterred. Each and every one of you should be very proud to have Mr. Vega on your staff.

Las Maravillas resident Don Brumble expressed concerns on the process of the election of the chairman and hopes to see the commission work together and stop coalition building. He would like to see the commissioners take turns in sharing the chairman position.

6) NON-ACTION ITEMS:

a) Directors Report/Directors.

Code Enforcement Director Ruben Chavez thanked Mr. Sanchez for his kind words.

Mr. Chavez gave a brief update on building permits issued through December of 2009 for a grand total in permit fees of \$131,541.00. Mr. Chavez also presented the commission with the year end statistics for the animal control facility. He commended Animal Control Facility Director Eric Tanner and his crew for a fine job. There have been many improvements due to the maintenance department, which includes a new break room and washroom with a commercial dishwasher, washer and dryer.

The Animal Control Department ended 2009 year with 58% euthanasia rate which means that there was 58% chance of saving an animal that came into the shelter. That is a fantastic figure. ASPCA awarded animal control a \$1,500 grants to modify the van with a divider installed and will be used for travel to the different rescue transfers. An additional \$1,500 was awarded to the facility to cover their Denver trips.

County Manager Eric Zamora gave a summarized report to identify the numbers for the Adult Detention Center. Currently the Adult Detention Center has been operating at peaks of 180 and last week was at an excess of 200 inmates at the facility. As of last week the inmates that were transferred out are now back in our facility. Numbers remain high and continue to average in the 170's and 180's. Mr. Zamora said the facility was originally built to house 98 inmates and the \$60 a head is just for care that does not include medical, psychological or transfer costs.

Commissioner Rael pointed out the report shows there are thirty-one detention officers that were determined originally ten years ago to supervise and police 90 to 100 inmates. Today there are the same number, thirty-one detention officers supervising and policing 170 to 200 inmates. This is a serious shortage of officers to police twice as many inmates.

Captain Donges from the Valencia County Sheriffs Department was happy to report to the commission that there has been an overall reduction in crime rate preliminary of 9% in Valencia County. Homicide rate is down over the precious year by over 6%. There was a 9% decrease in assaults reported to the sheriffs department, armed robbery reports are down over 38% over the previous year. However, there was a substantial increase of 71% of reported burglaries within the county over the previous. Larcenies are down over 70% and auto thefts are down over 51% over the previous year. The sheriffs department has instituted a new reporting system called a Public Service Report and the report is up and available on the county website. It is a three function report. A citizen can report if she or he received exemplary service from an employee, they can tell them if they are not happy with some of the sheriffs department policies and would like to have it redone or can complain about a specific employee, on his or her actions. In the last six months they have received 23 citizens' complaints concerning deputies, of these complaints, 83% concerned the deputies conduct while they were on the call, 17% concerned the use of force and each is the policy of the sheriff that every citizens complaint received either verbally or in writing will be investigated by a supervisor. Out of those reports that were looked into they found 61% were unfounded, 17% there was found to be misconduct on the part of the employee, 13% employees were exonerated and 9% were not sustained. They also conduct background investigations on all potential employees whether sworn or civilian personnel.

A new community policing program has been implemented which was authorized and funded by the commission. It became operational in November and is guided by a new operational strategy. There are three deputies, one supervisor and patrol grids have been determined within the county based on service loads. The three highest areas have been assigned a deputy to that specific area to deal with problems in that area. They are moving from a reactive agency to a proactive agency. This is one of the new strategies that the sheriff department is trying and Captain Donges is putting the finishing touches

on a five year strategic plan to decentralize law enforcement service moving it out into the county, moving it into the communities where there are problems and engaging in partnerships with community groups, with church, with schools in order to identify potential problems and react and deal with those problems before it becomes a law enforcement problem. Hopefully this plan will be up and running before the commission by the next commission meeting. The second thing the sheriffs department is moving forward is they have developed a new program to be used by all citizens. With this program folks can call the sheriffs department, set an appointment and a deputy will be sent out to them free of charge and they will do a security survey of their home or business and give them some low cost common sense approaches to keeping their property safe and if there is a crime to diversify the loss and minimize it. The third element is to try and reduce the crash rate by 10% in the county within this calendar year.

b) Reports from Boards, Commissions & Committees- County Commission

Commissioner Rael said he has been working on a project in regards to tightening up the tax laws in collecting property taxes. Not to increase or decrease them, there's absolutely no change in the taxes. This just allows the counties a way to collect taxes because as we know we've been six million and higher for the last several years in terms of tax delinquencies with a budget of about twelve to thirteen million a year. He has asked one of the legislators to draft a bill which is now going to go to committee which will give the counties the local option, which means, if they wish, the right through county commission ordinances to collect their own taxes. The other thing it does is increase the amount of cost or expense reimbursement to the counties. Before it was a very small fixed amount that could be collected and now it includes all of the amount that a person that has not paid their taxes for more then three years, the county would be reimbursed for all of its costs if it chooses to do its own taxes. If it doesn't and doesn't exercise the local option then the system would stay the same as it is now so that each county can assist their own difficulties in collecting delinquent taxes and they can assist their own ability in whether they want to do it or not. Commissioner Rael will keep the commission and the public posted on the progress on this bill. Right now it is in final form and going to committee.

County Manager Eric Zamora informed the commission on Monday night the citizens advisory committee for the Los Lunas Corridor Study Net discussed looking at alignments for possible routes and bridge crossing locations on the Rio Grande. That process continues at their upcoming public meetings, with one scheduled next Tuesday. The meeting will most likely be held at the Los Lunas Transportation Center. It's an open house format from 4:00-8:00 P.M. and there will be discussion on the alignments and some the technical details that have gotten this far on the project. Mr. Zamora will provide the commission with this information. The Steering Committee will be meeting in two weeks to evaluate the options that are being presented. Also there's been a request by the Tome Land Grant Association to become a member of the Steering Committee and that discussion is being conducted with the Counsel of Government at this time.

Commissioner Otero-Kirkham asked Mr. Zamora if the cost to build this bridge has been discussed. Mr. Zamora said at this point it's all preliminary, they don't know where it's going, if it's going to be constructed. The alignment is going to determine how many properties are going to be affected. Are these agricultural land, are they residential properties and the highest degree of variability at this time is what the cost of the project would be. He could throw out a number of between fifty and a hundred million dollars, but at this point it's hard to say. The funding would be required by all sorts of funding levels from the fed's to the state to even local.

7) ACTION ITEMS:

Board of County Commissioners convenes as Indigent Claims Board

Commissioner Medina moved to convene as the Indigent Claims Board. Seconded by Commissioner Rael. Motion carried unanimously.

a) Indigent Report/Appeals-Barbara Baker

Barbara Baker presented the Indigent Claims Appeal from December 5, 2009 to January 8, 2010. The total of claims submitted was \$641, 895.23. Ms. Baker requested approval of \$72,351.78.

Commissioner Otero-Kirkham motioned for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit A)

Ms. Baker presented the Indigent Claims Appeal for Samuel Betenbough and requested approval to pay the University Of New Mexico Health Sciences Center the amount of \$3,000.00.

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

Ms. Baker presented the second indigent Claims Appeal requested by Carolina Gonzales. Ms. Baker is requesting approval to pay Presbyterian Hospital the amount of \$822.36. Commissioner Otero-Kirkham motioned for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit C)

Ms. Baker present the third Indigent Claims Appeal requested by Adrian Perea. Ms. Baker is requesting approval to pay Presbyterian Hospital in the amount of \$454.69. Commissioner Otero-Kirkham motioned for approval. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit D)

Chairman Holliday asked Ms. Baker if the Indigent Fund covers dental work and if not could the commission pass something that it could?

Ms. Baker's response was, it does not cover dental work, but the commission could pass something to implement dental work.

Board Re-Convenes as Board of County Commissioner.

Commissioner Otero-Kirkham motioned to re-convene as the Board of County Commissioners. Seconded by Commissioner Medina. Motion carried unanimously.

b) Consideration of Mutual Aid Agreement Between the Town of Peralta and Valencia County for Structure and Wild Land Fires Within Their Respective Jurisdictions-Charles Eaton.

Commissioner Otero-Kirkham motion for approval. Seconded by Commissioner Rael. Motion carried 5-0. (See Exhibit E)

c) Consideration of Mutual Aid Agreement between the City of Belen and Valencia County for Structure and Wild Land Fires Within Their Respective Jurisdictions-Charles Eaton.

Commissioner Rael moved for approval. Seconded by Commissioner Medina. Motion carried 5-0. (See Exhibit F)

Fire Marshall Charles Eaton said a few words in memory of John W. Cherry Fire Marshall who passed away on Jan 12, 2010. Mr. Cherry served the fire service in Valencia County for forty-one years. Eighteen of those forty-one years he was the first ever County Fire Marshall. Over the last few years, if you go around the county and see the new stations, Mr. Cherry was instrumental in implementing the Fire Excise Tax the county has today that helps fund the fire service and built these facilities, improve these facilities and purchase apparatuses. It's a sad day in Valencia County with the loss of Mr. Cherry and would like for everyone to remember the Cherry family.

Mr. Eaton also informed the commission on the first or second Saturday in February they are planning to swear in the new hired firefighters and pinning the one year service badges on the four they hired last year. This will probably be held at the Tome Community Center and would like for the commission to join them for these ceremonies.

Commissioner Medina complemented Chief Eaton for the way all the fire departments in the district are attended and suggested honoring Mr. Cherry through a proclamation and presenting it to the family from all the citizens of Valencia County. Commissioner Medina asked Chief Eaton to put this proclamation together.

d) Consideration of Land Exchange, property located in Sausalito Estates -Eric Zamora

County Manager Eric Zamora stated it's his understanding that this item has been under consideration by the commission for many years and that there's a piece of property located off of James Street in Sausalito Estates that has been proposed for a possible fire station location/community center. He's bringing this to the commission today to address a safety issue. This is one of the county's most intense maintenance areas. The proposal before the commission is to consider the exchange of two residential lots that the county owns for a two acre parcel owned by Joan Artiaga that was considered originally for the fire station location. What they propose to do is exchange those two residential lots and at this point there aren't any roads to these lots. They're up on a hill and the county has no intent or plans for those lots. The exchange would allow the county to re-align the road and get it out of the arroyo and cross the arroyo in a perpendicular manner so they

can install culverts to direct some of the drainage flow. This would improve safety and still allow enough room on the two acre parcel to allow for possibly for a community center or other improvements should the commission desire to move in that direction. There is \$2,000 worth of unpaid taxes on the property being considered for exchange. At this point given the safety considerations he's asking that the commission consider this, as consideration for the exchange and is subject to Board of Finance approval should the commission desire to approve this.

Commissioner Rael asked what the point of this is, will it benefit the county because there's a need to have land out there for a fire station/community center and is the land the county is trading for that usable at least in the same period of time for any such thing. Mr. Zamora response was it could be made usable. Currently there are no developed roads to the site. The lots are at about a 10% slope so they're crossed sloped and developing them would be very difficult. The advantage to Ms. Artiaga is that she owns the lots adjoining the two parcels that the county currently owns. For long term it would help her develop the area. That's a benefit to her. Commissioner Rael also asked if Mr. Zamora recommends the commission goes ahead with this even though the county is giving up taxes in the sum of two thousand dollars, which are delinquent at the present time and the county would also pay the title policy.

County Attorney Adren Nance stated that is currently what Ms. Artiaga has asked for. This board needs to determine whether or not they think they can deal or whether they like to direct counsel to go back and renegotiate because the property is basically a wash, although it has to be approved.

Mr. Zamora said the potential safety impact from a liability standpoint is substantial, there have been many accidents not only the roll over but routinely because of the nature of the material in that arroyo, becomes wash boarded or bumpy and being on a ninety degree curve the safety considerations for that kind of a roadway under county maintenance leaves the county with some exposure when it comes to liability and a potential for accidents. Mr. Zamora feels it is beneficial and he recommends from an engineering standpoint that the county do something to alter the alignment of that road as it currently exists.

Commissioner Rael asked counsel if the commission was to approve this it will still have to go to Santa Fe for approval and then give it a second look to see if they think if it's the right thing to do? Mr. Nance stated that's correct, pursuant to 1362 any property that the county sells has to be reviewed. This was drafted in the form of two different agreements, because counsel wants the county to have more protection than are required under the law that a normal land buyer, an individual would have. Being that the county sale has to be contingent, it's also drafted that both agreements are contingent upon one another. So it will be presented in a packet, they will have a chance to look at both. Generally their biggest concern is the consideration; they have a statutory jurisdiction of twenty five thousand dollars or less. We've obtained our appraisal and Ms. Artiaga has obtained her appraisal and we're making it a wash but they have to look and make sure they believe the appraisals are correct.

Mr. Zamora said the appraisals were done by a certified appraiser. Commissioner Otero-Kirkham stated she is familiar with Geraldine Ferons work, she is certified, she is a good appraiser, she is familiar with that part of the county and Commissioner Otero-Kirkham feels it is a good appraisal.

Commissioner Gentry said right now the fire response in that particular area comes out of Jarales and if not Jarales it comes out of Rio Communities. You have to go clear down River Road and around Belen and about two to three miles back up on the west mesa. So it creates a real service problem for fire departments and this particular site was looked at before and it would be right in the center or in a good place to develop it and Commissioner Gentry feels the time is becoming pretty appropriate to put some fire protection in that part of the county. It's a pretty substantial subdivision and it's growing up on top of the hill even more. If the county has to go buy a site for a fire station later on it's going to cost the county a considerable amount, when the county goes looking for property and he feel's the trade would be great. The county put in a \$368,000 request to the legislature for capital outlay to build a fire station there and there was a review by the fire departments and they testified at that time, that that's the one area left in this county that we are almost absent of true good fire coverage there because of the logistics and crossing the river. Both fire departments both have to go all the way around several communities to get to that. The land exchange can be the beginning of a nice fire station out in that area and help those citizens.

Chairman Holliday asked will the county be trading two acres for six or is it the other way around, has a study been done to determine the cost to straighten out the road and are the two acres Ms. Artiaga owns worth \$13,500.00 and the six acres the county owns also worth \$13,500.00?

Mr. Zamora said the county owns approximately six acres and will be trading it for two acres. Most of the road work can be done in house; it's a matter of doing some grading. Maybe some utility relocation with the phone lines that would be a minimal cost and the county has culverts at the road department that they can consider for use there. It's a major arroyo so it's going to take a substantial battery of culverts to address the drainage.

Counsel stated the price is correct and if a motion is in order, the motion would to hopefully approve both agreements simultaneously.

County Manager Eric Zamora clarified why six acres was equivalent to two acres. Its access, the two acres the county is trading for has frontage on James Road, has good access. The six acres the county has, has no roads, has active arroyos that flow directly through it and it's going to be very difficult to do anything with those lots when it comes to building given the terrain and the cross slope of the lots.

Commissioner Medina moved for approval pending DFA (Department of Finance) approval. Seconded by Commissioner Gentry. County Attorney Adren Nance requested they amend the motion to include approval of both agreements simultaneously. Motion carried unanimously 5-0. (See Exhibit G)

e) Consideration of Approval for Bid (RFB) #653, Infrastructure Construction & Paving –Eric Zamora

Commissioner Gentry motioned for approval. Seconded by Commissioner Otero-Kirkham. Motion carried 5-0.

F) Consideration of Capital Outlay Grant Agreements

i) 08-L-G-4548 \$10,000.00-Purchase Air-fill System for the Rio Grande Estates Fire Department-grant #03332.

ii) 08-L-G-4549 \$4,908.58-Purchase Extrication System for the Rio Grande Estate Fire Department-Grant #03333.

iii) 08-L-G-4550 \$43,000.00-Purchase Emergency Generator for the Rio Grande Fire Department-Grant #03334.

iv) 07-L-A-\$9,250.00-Equip and Furnish the Courthouse for the 13th Judicial District-Grant #03356.

v) 07-L-5640 \$28,395.46-Construct, Renovate, Equip and Furnish the Jarales community Center and the Sheriff Substation, Including Exterior Site Improvements-Grant #03320.

vi) 05-L-5640 \$148,500.00-Plan, Design and Construct the El Cerro Fire Station-Grant #03330 – Ken Griego

Commissioner Gentry motioned to approve all six items. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit H)

G) FINANCIAL MATTERS:

1) Consideration of approval of the Audit Report for Valencia County 200802009 Fiscal Year Prepared by Accounting and Consulting Group, LLP-Larry Trussell Financial Analyst.

Financial Larry Trussell gave a brief summary of the audit report for Valencia County Fiscal Year 2008-2009.

Commissioner Gentry stated according to the report there have been some glitches that need cleaning up and recommended that Mr. Trussell Finance Analyst, Mr. Griego Business Manager, Wilma Abril Finance Manager and Eric Zamora County Manager get together and provide the commission a complete summary of the action plan they are going to take. Now that the county has adequate staff on board in the finance area, he would like them to take all the concerns the audit had and combine all the responses that the agencies had and come up with what their written plan is. Commissioner Gentry would like to see a formal plan come back to the commission and take each issue and use whatever resources are needed, including updating the technology. With the team the county has they can get it done.

Commissioner Medina also looked over the audit and looks like it's just in house cleaning that needs to be done. The majority of it is that that the commission has made some approvals and the treasurer hasn't carried it over. Commissioner Medina feels this might just be miscommunication.

Commissioner Medina motioned for approval to pay the audit fee. Seconded by Otero-Kirkham. Motion carried unanimously. (See Exhibit I)

2) Consideration of Resolution 2010-07, Mid-Year inter & Intra Budget Transfers- Larry Trussell Financial Analyst
 Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously 5-0.

County Clerk Sally Perea announced Resolution 2010-07. (See Exhibit J)

3) Consideration of Approval Payroll/Warrants – Larry Trussell Financial Analyst
 Larry Trussell presented the attached computer printout list of all checks issued by the Manager's Office on January 15, 2010 covering vendor bills processed on the above date. Check #101871 thru check #102075 inclusive, for the total of \$1,706,938.72. (See Exhibit K)

Larry Trussell presented the attached computer printout list of all checks issued by the Manager's Office 01/15/2010 covering payroll process on the above date. Direct deposit check #13916 thru direct deposit check #14094 inclusive. Deduction check #101874 thru deduction check #101911 inclusive. Payroll check #86745 thru payroll check #86849 inclusive. Listing total \$368,769.57 includes union member's incentive checks. (See Exhibit L)

Commissioner Otero-Kirkham said the listing total of \$368,769.57 includes union member incentive checks; did the commission approve the union member incentive checks? Mr. Zamora stated yes, these weren't included in the original request however they were not distributed until appropriate contract negotiations were conducted with the union.

Commissioner Kirkham moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously 5-0.

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; PERA Claim Settlement, Metcalf vs. BoCC, Mike Woods vs. BoCC & Ber Ben Road c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Otero-Kirkham motioned to go into Executive Session. Seconded by Commissioner Medina. Roll call vote. Commissioner Medina voted yes. Commissioner Rael voted yes. Chairman Holliday voted yes. Commissioner Gentry voted yes. Commissioner Otero-Kirkham voted yes. Motion carried 5-0.

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to the PERA Claims Settlement, Metcalf vs. Board of County Commissioners, Mike Woods vs. Board of County commissioners and Ber Ben Road were the items discussed and no final action was taken in Executive Session.

Commissioner Rael motioned to approve the summary as stated by counsel. Seconded by Commissioner Otero-Kirkham. Roll call vote. Commissioner Rael voted yes. Commissioner Gentry voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Commissioner Medina was absent for this vote as he was called on an emergency. Motion carried 4-0.

9) ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION

i) Consideration of PERA Claim Settlement

Commissioner Otero-Kirkham motioned to approve the settlement as presented by counsel in Executive Session. Seconded by Commissioner Rael. Motion carried 4-0. Discussion. Commissioner Gentry explained the settlement on the PERA so that it could be a matter of public information. This is a four to five year case that's been going on with the county back years ago in which they found there had been a discrepancy in the county paying the PERA portion to its employee's and didn't have the records. There was a class action suit filed by Mr. James Sanchez on behalf of the employees and the county finally negotiated with PERA and all of those people that the county has paid all of their back PERA payments. The county is paying off all of the attorneys, all of the employee's, past employee's retired now, paying all those benefits that years back the accounting department dropped and now will get their full PERA benefits. There was a lot of discussion on this and the commission finally resolved everything except for one

person which they couldn't negotiate, so it should be 100% taken care of after four years. What was budgeted for this was about \$500,000.00.

ii) Consideration of Resolution 2010- 08, Permitting Telephonic Participation.

Commissioner Rael made a motion to approve a stand alone resolution that allows telephonic participation by absent commissioner's pursuant to the Open Meetings Act. Seconded by Commissioner Otero-Kirkham. Motion carried.

County Clerk Sally Perea announced Resolution 2010-08. (See Exhibit M)

10) COUNTY MANAGER'S REPORT (Informational Only)

County Manager Eric Zamora stated an issue that has come up with the juvenile detention programs is the majority of referrals usually come through the juvenile probation and parole office (JPPO) and in the last couple of months the county failed to receive any referrals which means that the county teen program has essentially been nonexistent for the last several weeks. He's working with Representative Barela and Cabinet Secretary Doreen Dobson to resolve some issues that the county has with staff level JPPO personnel. That's an on going project that Mr. Zamora and Mr. Joseph Dorn are working on and are hoping to resolve some issues with the state.

Mr. Zamora also reported the new courthouse has been occupied for two years and the county has finally received a certificate of occupancy. Mr. Zamora has been working with the county contractor, the architect, the state fire marshal and Construction Industries Division to resolve an issue in regards to the fire systems that were in place, there were issues as to whether or not certain codes were applied given the timing, the bidding, the design, and the current standards that changed during construction. What they're looking at is about a \$30,000.00 change order to upgrade the fire systems. After months and months of negotiations they have finally gotten this resolved and the county doesn't have to spend the \$30,000.00 and they don't have to upgrade. The current system is acceptable and finally received the certificate of occupancy.

The Board of Finance issued a letter approving the land exchange with the City of Belen, Department of Finance to be specific. As a result of the Board of Finance action, issued an approval on the land exchange with the City of Belen for the closure of the old land fill and that project is currently out to bid. The county is getting ready to close that landfill in accordance with NMAD Requirements. Also a brief update on the RFP (Request for Proposal) for solid waste and the county's consideration of taking on the household trash collection services in house. On the concept on taking this in-house, Mr. Zamora has researched this further and met with Peter Fernandez of the Village of Los Lunas. The county doesn't own a landfill so the tipping fees would have to be contracted which would add a tremendous amount of expense to the residential monthly fee. In reviewing the Village of Los Lunas books, Mr. Zamora took a detailed look at how they operate, because they operate under the system, they don't own a landfill; they contract to waste management for tipping. Their current residential rates are about eighteen dollars a month. One factor that helps fund their program and reduces their residential collection services are they undertake the commercial and multi-dwelling as well, which includes the apartments and all the commercial businesses that are under contract. That provides enough revenue to reduce their residential rates to eighteen dollars a month fee. Without it you're looking more at twenty five to twenty seven dollars a month. One issue that has come up is the county's current ordinance may not address some of the methodology the county is requesting for residential collection. He will be meeting with contractors to clarify that and may be looking at an amendment to the ordinance before the county can go forward with the RFP (Request For Proposal) to include those items not included in a solid waste ordinance.

Another issue that needs to be discussed is the increase in insurance rates which can be discussed when Steve Kopelman can schedule some time with the county to discuss in detail the medical and healthcare issues with regards to detention.

11) The next Regular Meeting of the Valencia County Board of County Commission will be held on February 3, 2010 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

12) Adjournment

Time 9:10 PM

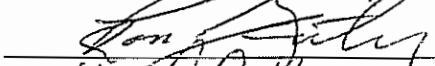
NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the January 20, 2010 Regular Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS

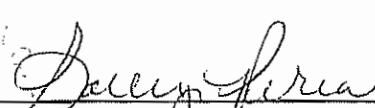

DONALD E. HOLLIDAY, CHAIRMAN


GEORGIA OTERO-KIRKHAM, VICE-CHAIRMAN


PEDRO G. RAEL, MEMBER


RON GENTRY, MEMBER


DAVID MEDINA, MEMBER

ATTEST: 
SALLY PEREA, COUNTY CLERK

2-3-2010
DATE

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

January 20, 2010

BOOK 068

PAGE 793

EXHIBIT A

ID NO.	Birth		Sex	Provider Name	Date(s) of Service		Diagnosis	Billed	Paid	Reason for Denial	
	Date				Service						
3400	01/09/72	F	UNM Health Sciences Center		09/16/09		Abdominal Pain	3,695.85	0.00	Income	
3401	10/14/83	F	Living Cross Ambulance		11/13/09		Abdominal Pain	1,058.03	400.00		
			UNM Health Sciences Center		11/13/09		*	412.00	317.24		
3402	07/21/60	M	Presbyterian Hospital		10/31-11/02/09		Food Poisoning	16,243.00	3,000.00		
3403	04/07/59	F	Living Cross Ambulance		10/16/09		Hernia	1,410.16	400.00		
			UNM Health Sciences Center		10/16-10/20/09		*	20,765.67	3,000.00		
3404	05/09/77	M	Living Cross Ambulance		11/08/09		Assault	1,300.32	400.00		
			Presbyterian Hospital		11/08/09		*	2,963.00	2,281.51		
3405	02/24/79	M	Presbyterian Hospital		11/14/09		Depression	2,760.00	750.00		
			Presbyterian Hospital		11/15-11/24/09		*	15,913.00	2,250.00		
			Albuquerque Ambulance		11/24/09		*	520.00	400.00		
			Living Cross Ambulance		12/09/09		*	1,277.71	400.00		
1406	07/18/91	M	Living Cross Ambulance		09/04/09		Motor Vehicle Accident	103.38	0.00	Income	
1407	01/06/64	M	UNM Health Sciences Center		10/11-10/12/09		Diverticulitis	4,455.10	0.00	Income	
1408	09/06/67	F	Living Cross Ambulance		09/12/09		Assault	1,327.78	400.00		
			UNM Health Sciences Center		09/12/09		*	8,758.00	3,000.00		
1409	09/17/87	M	Living Cross Ambulance		09/14/09		Assault	989.38	400.00		
			UNM Health Sciences Center		09/14/09		*	2,324.60	1,789.94		
			UNM Medical Group		09/14/09		*	554.00	239.98		
410	03/19/60	F	Presbyterian Hospital		09/02-09/05/09		Abdominal Cyst	5,453.00	3,000.00		
411	03/25/91	M	Living Cross Ambulance		11/30/09		Motor Vehicle Accident	948.19	400.00		
			UNM Health Sciences Center		11/30/09		*	698.95	538.19		
			UNM Medical Group		11/30/09		*	283.00	89.73		
412	04/09/64	F	Presbyterian Hospital		10/29-10/30/09		Ovarian Cyst	14,289.00	1,000.00		
			Presbyterian Hospital		11/01/09		*	2,558.00	500.00		
			Lovelace Medical Center		11/01-11/05/09		*	18,185.00	1,500.00		
413	04/18/77	F	Living Cross Ambulance		09/14/09		Motor Vehicle Accident	934.46	400.00		
414	06/27/59	F	UNM Health Sciences Center		09/21/09		Kidney Stones	2,890.99	0.00	No Response	
415	02/04/74	F	UNM Health Sciences Center		10/27/09		Unknown	452.55	0.00	No Response	
416	10/04/67	F	UNM Health Sciences Center		10/26/09		Ovarian Cyst	2,369.00	0.00	No Response	

3417	07/22/53	F	UNM Health Sciences Center	11/13/09	Rotary Cup Surgery	13,332.98	0.00	Income
3418	12/07/77	M	Living Cross Ambulance	09/26/09	Seizures	1,204.21	400.00	
3419			Living Cross Ambulance	11/25/09	*	1,108.10	400.00	
3420			UNM Health Sciences Center	10/15-10/17/09	*	12,915.95	2,000.00	
3421			UNM Health Sciences Center	11/25-11/26/09	*	1,958.80	500.00	
3422			UNM Health Sciences Center	12/10/09		2,125.00	500.00	
3423	06/23/52	F	Albuquerque Ambulance	06/13/09	Heart Attack	432.00	400.00	
3424			Albuquerque Ambulance	07/01/09	*	457.00	400.00	
3425			Presbyterian Hospital	06/13/09	*	83.06	63.95	
3426			Presbyterian Hospital	07/01/09	*	120.72	92.95	
3427	12/20/87	M	UNM Health Sciences Center	07/23/09	Finger Injury	359.25	276.62	
3428	11/16/73	F	UNM Health Sciences Center	09/01/09	Abdominal Pain	1,201.40	925.07	
3429	01/31/42	F	Living Cross Ambulance	10/13/09	Burn on Head	103.38	0.00	Application Withdrawn
3430	09/24/78	M	Presbyterian Hospital	10/30/09	Arm Pain	8,322.55	0.00	No Response
3431			Presbyterian Hospital	11/02/09	*	1,818.15	0.00	*
3432			Presbyterian Hospital	11/16-11/20/09	*	33,565.00	0.00	*
3433	04/01/63	M	UNM Health Sciences Center	11/12/09	Larynx Cancer	7,320.60	3,000.00	
3434	01/03/51	M	Presbyterian Hospital	11/29-11/30/09	Pneumonia	11,486.00	3,000.00	
3435	03/17/68	M	Presbyterian Hospital	09/24/09	Kidney Stones	275.00	0.00	Insurance Balance
3436	03/15/81	M	Living Cross Ambulance	11/28/09	Motor Vehicle Accident	103.38	0.00	Missed Appointment
3437	10/24/45	F	Presbyterian Hospital	12/04/09	Fall - Hip & Back Pain	1,696.00	1,305.92	
3438	08/26/66	F	Living Cross Ambulance	11/18/09	Overdose	1,341.51	400.00	
3439			UNM Health Sciences Center	11/18-12/05/09	*	99,594.91	3,000.00	
3440	08/11/59	M	Living Cross Ambulance	10/29/09	Shortness of Breath	1,327.78	0.00	Missed Appointment
3441	01/03/82	F	Living Cross Ambulance	11/16/09	Abdominal Pain	1,355.24	0.00	Missed Appointment
3442	03/30/88	M	UNM Health Sciences Center	10/26-10/31/09	Back Infection	14,253.10	0.00	Missed Appointment
3443	01/01/69	F	UNM Health Sciences Center	10/28/09	Unknown	1,223.45	0.00	No Response
3444	02/15/51	F	Living Cross Ambulance	11/16/09	Seizure - Back Surgery	1,286.59	400.00	
3445			UNM Health Sciences Center	11/17-12/04/09	*	63,234.66	3,000.00	
3446	07/15/64	M	UNM Health Sciences Center	11/12/09	Spider Bite	208.10	160.23	
3447	05/08/61	M	Living Cross Ambulance	10/14/09	Heart Attack	1,217.94	400.00	
3448			UNM Health Sciences Center	10/14-10/19/09	*	58,750.37	3,000.00	
3449	01/12/70	M	Living Cross Ambulance	09/16/09	Alcohol Abuse	103.38	0.00	Missed Appointment
3450	09/25/68	F	Living Cross Ambulance	11/16/09	Seizure	961.92	0.00	Missed Appointment
3451	12/13/71	F	UNM Health Sciences Center	11/03/09	Kidney Disease	2,567.80	1,977.20	
3452	05/28/59	M	Pueblo of Isleta EMS	10/08/09	Fall - Back Injury	608.40	400.00	
3453			Lovelace Medical Center	10/08/09	*	1,851.00	1,425.27	
3454	11/07/56	M	Living Cross Ambulance	12/12/09	Heart Attack	1,176.75	400.00	

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VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair Georgia Otero-Kirkham, Vice-Chair
Ron Gentry David R. Medina Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	185016466	9400	3,695.85	3,695.85	0.00
Living Cross Ambulance	26943	9401	1,058.03	658.03	400.00
UNM Health Sciences Center	186734968	9401	412.00	94.76	317.24
Presbyterian Hospital	002009775-9304	9402	16,243.00	13,243.00	3,000.00
Living Cross Ambulance	25426	9403	1,410.16	1,010.16	400.00
UNM Health Sciences Center	185867207	9403	20,765.67	17,765.67	3,000.00
Living Cross Ambulance	26589	9404	1,300.32	900.32	400.00
Presbyterian Hospital	001256449-9312	9404	2,963.00	681.49	2,281.51
Living Cross Ambulance	28109	9405	1,277.71	877.71	400.00
Presbyterian Hospital	000418726-9318	9405	2,760.00	2,010.00	750.00
Presbyterian Hospital	000418726-9319	9405	15,913.00	13,663.00	2,250.00
Albuquerque Ambulance	0985383	9405	520.00	120.00	400.00
Living Cross Ambulance	23295	9406	103.38	103.38	0.00
UNM Health Sciences Center	184701695	9407	4,455.10	4,455.10	0.00
Living Cross Ambulance	23730	9408	1,327.78	927.78	400.00
UNM Health Sciences Center	184916187	9408	8,758.00	5,758.00	3,000.00
Living Cross Ambulance	25742	9409	989.38	589.38	400.00
UNM Health Sciences Center	184960029	9409	2,324.60	534.66	1,789.94
TOTALS			86,276.98	67,088.29	19,188.69

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair Georgia Otero-Kirkham, Vice-Chair

Ron Gentry David R. Medina Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Medical Group	680757	9409	554.00	314.02	239.98
Presbyterian Hospital	001390323-9245	9410	5,453.00	2,453.00	3,000.00
Living Cross Ambulance	27607	9411	948.19	548.19	400.00
UNM Health Sciences Center	184074372	9411	698.95	160.76	538.19
UNM Medical Group	4926613	9411	283.00	193.27	89.73
Presbyterian Hospital	001209539-9301	9412	14,289.00	13,289.00	1,000.00
Presbyterian Hospital	001209539-9305	9412	2,558.00	2,058.00	500.00
Lovelace Medical Center	009305-1427	9412	18,185.00	16,685.00	1,500.00
Living Cross Ambulance	23797	9413	934.46	534.46	400.00
UNM Health Sciences Center	185129277	9414	2,890.99	2,890.99	0.00
UNM Health Sciences Center	186166666	9415	452.55	452.55	0.00
UNM Health Sciences Center	186134128	9416	2,369.00	2,369.00	0.00
UNM Health Sciences Center	186670584	9417	13,332.98	13,332.98	0.00
Living Cross Ambulance	24301	9418	1,204.21	804.21	400.00
Living Cross Ambulance	27507	9418	1,108.10	708.10	400.00
UNM Health Sciences Center	185832243	9418	12,915.95	10,915.95	2,000.00
UNM Health Sciences Center	187055058	9418	1,958.80	1,458.80	500.00
UNM Health Sciences Center	187104682	9418	2,125.00	1,625.00	500.00
TOTALS			82,261.18	70,793.28	11,467.90

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Vice Chair

Ron Gentry

David R. Medina

Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Albuquerque Ambulance	020267783-9168	9419	432.00	32.00	400.00
Albuquerque Ambulance	020267783-9184	9419	457.00	57.00	400.00
Presbyterian Hospital	020267783-9164	9419	83.06	19.11	63.95
Presbyterian Hospital	020267783-9182	9419	120.72	27.77	92.95
UNM Health Sciences Center	183636877	9420	359.25	82.63	276.62
UNM Health Sciences Center	184635332	9421	1,201.40	276.33	925.07
Living Cross Ambulance	26199	9422	103.38	103.38	0.00
Presbyterian Hospital	001404976-9303	9423	8,322.55	8,322.55	0.00
Presbyterian Hospital	001404976-9316	9423	1,818.15	1,818.15	0.00
Presbyterian Hospital	001404976-9320	9423	33,565.00	33,565.00	0.00
UNM Health Sciences Center	185741253	9424	7,320.60	4,320.60	3,000.00
Presbyterian Hospital	020669540-9333	9425	11,486.00	8,486.00	3,000.00
Presbyterian Hospital	001518252-9267	9426	275.00	275.00	0.00
Living Cross Ambulance	27449	9427	103.38	103.38	0.00
Presbyterian Hospital	020670617-9338	9428	1,696.00	390.08	1,305.92
Living Cross Ambulance	27081	9429	1,341.51	941.51	400.00
UNM Health Sciences Center	186865812	9429	99,594.91	96,594.91	3,000.00
Living Cross Ambulance	26013	9430	1,327.78	1,327.78	0.00
TOTALS			169,607.69	156,743.18	12,864.51

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Vice-Chair

Ron Gentry

David R. Medina

Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	27006	9431	1,355.24	1,355.24	0.00
UNM Health Sciences Center	186119160	9432	14,253.10	14,253.10	0.00
UNM Health Sciences Center	186233953	9433	1,223.45	1,223.45	0.00
Living Cross Ambulance	27011	9434	1,286.59	886.59	400.00
UNM Health Sciences Center	186789145	9434	63,234.66	60,234.66	3,000.00
UNM Health Sciences Center	186675146	9435	208.10	47.87	160.23
Living Cross Ambulance	25271	9436	1,217.94	817.94	400.00
UNM Health Sciences Center	185793551	9636	58,750.37	55,750.37	3,000.00
Living Cross Ambulance	10338	9437	103.38	103.38	0.00
Living Cross Ambulance	27033	9438	961.92	961.92	0.00
UNM Health Sciences Center	186411229	9439	2,567.80	590.60	1,977.20
Pueblo of Isleta EMS	2492	9440	608.40	208.40	400.00
Lovelace Medical Center	P0928100555	9440	1,851.00	425.73	1,425.27
Living Cross Ambulance	28144	9441	1,176.75	776.75	400.00
UNM Health Sciences Center	187473913	9441	41,034.70	38,034.70	3,000.00
Living Cross Ambulance	28474	9442	1,410.16	1,010.16	400.00
UNM Health Sciences Center	187670112	9442	77.00	17.71	59.29
Albuquerque Ambulance	09-84992	9443	794.00	394.00	400.00
TOTALS			192,114.56	177,092.57	15,021.99

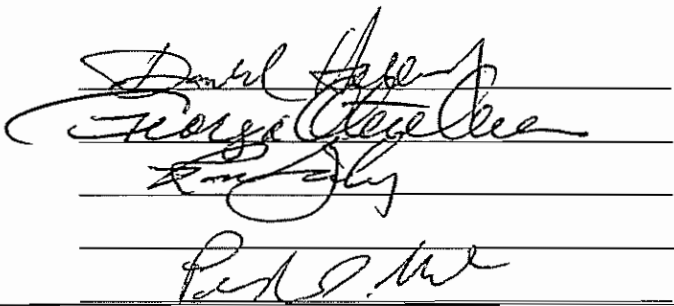
VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair Georgia Otero-Kirkham, Vice Chair
Ron Gentry David R. Medina Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	001133530-9326	9443	70,511.00	67,511.00	3,000.00
Lovelace Medical Center	Q0935700017	9444	3,204.00	736.92	2,467.08
UNM Health Sciences Center	185535630	9445	77.00	17.71	59.29
Presbyterian Hospital	001295054-9334	9446	25,089.55	22,089.55	3,000.00
Living Cross Ambulance	27285	9447	865.81	465.81	400.00
UNM Health Sciences Center	186943940	9447	1,743.10	400.92	1,342.18
Presbyterian Medical Group	390955	9448	107.00	107.00	0.00
Presbyterian Medical Group	713783	9449	107.00	107.00	0.00
Radiology Associates	14281998	9450	35.27	35.27	0.00
UNM Health Sciences Center	185930443	9451	182.00	41.86	140.14
Living Cross Ambulance	28283	9452	1,245.40	845.40	400.00
Living Cross Ambulance	27555	9453	103.38	103.38	0.00
UNM Health Sciences Center	186537643	9454	6,172.10	3,172.10	3,000.00
Presbyterian Hospital	020275521-9278	9455	1,338.21	1,338.21	0.00
Presbyterian Hospital	020275521-9317	9455	854.00	854.00	0.00
Valencia County Commissioners			111,634.82	97,826.13	13,808.69
			641,895.23	569,543.45	72,351.78

Donald E. Holliday, Chair
Georgia Otero-Kirkham, Vice-Chair
Ron Gentry
David R. Medina
Pedro G. Rael





Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

Date: January 20, 2010

To: Valencia County Board of County Commissioners

From: Barbara A. Baker

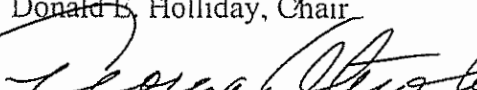
Subj: Samuel Betenbough

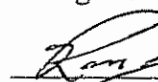
Samuel Betenbough has requested an Indigent Appeal for the Indigent Denial on November 18, 2009. Mr. Betenbough was denied as he did not respond to the letter I sent him to schedule an appointment. Mr. Betenbough's appeal request stated that he had many physician appointments and that his father has just been diagnosed with pancreatic cancer and he forgot about the letter.


I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$22,449.27. If approved the total amount being paid to UNM Health Sciences Center would be \$3,000.00.


Approved by the Board of County Commissioners at the regular meeting of January 20, 2010.


Donald E. Holliday, Chair


Georgia Otero-Kirkham, Vice Chair


Ron Gentry


David R. Medina


Pedro G. Rael

ATTESTED BY:

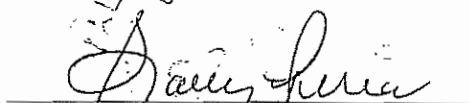

Sally Perea, Valencia County Clerk

EXHIBIT B



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031
Phone: (505) 866-2020 • Fax: (505) 866-3366

Date: January 20, 2010

To: Valencia County Board of County Commissioners

From: Barbara A. Baker

Subj: Carolina Gonzales

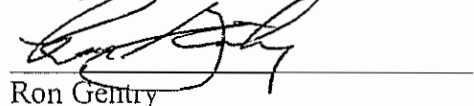
Carolina Gonzales has requested an Indigent Appeal for the Indigent Denial of December 16, 2009. Ms. Gonzales was denied as she does have insurance. If Ms. Gonzales did not have insurance she would have qualified for Indigent Assistance.

I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$1,068.00. If approved the amount being paid to Presbyterian Hospital would be \$822.36.

Approved by the Board of County Commissioners at the regular meeting of January 20, 2010.


Donald E. Holliday, Chair


Georgia Otero Kirkham, Vice-Chair


Ron Gentry

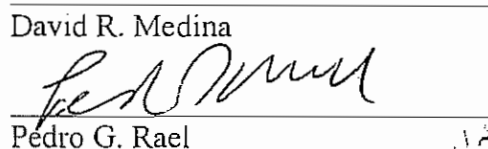
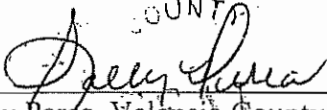
David R. Medina

Pedro G. Rael

EXHIBIT C

ATTESTED BY: 
Sally Perea, Valencia County Clerk



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: January 20, 2010

To: Valencia County Board of County Commissioners


From: Barbara A. Baker

Subj: Adrian Perea

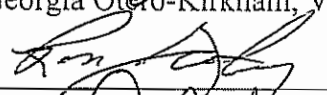
Adrian Perea has requested an Indigent Appeal for the Indigent Denial of December 16, 2009. Mr. Perea was denied as he does have insurance. If Mr. Perea did not have insurance he would have qualified for Indigent Assistance.

I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$590.51. If approved the amount being paid to Presbyterian Hospital would be \$454.69.

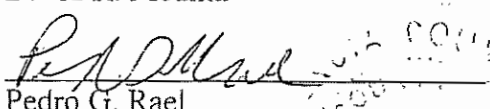
Approved by the Board of County Commissioners at the regular meeting of January 20, 2010.


Donald E. Holliday, Chair


Georgia Otero-Kirkham, Vice-Chair


Ron Gentry


David R. Medina


Pedro G. Rael

ATTESTED BY:

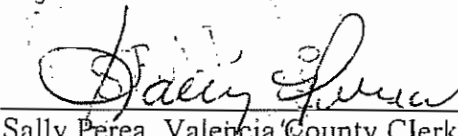

Sally Perea, Valencia County Clerk

EXHIBIT D

AGREEMENT FOR MUTUAL ASSISTANCE OF FIRE PROTECTION

Between:

**Town of Peralta Fire Department, New Mexico &
Valencia County Emergency Services, New Mexico**

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the Peralta Fire Department and Valencia County Emergency Services

WITNESSETH

WHEREAS:

- (1) Valencia County maintains and operates a fire protection organization within the unincorporated boundaries of Valencia County generally known as Valencia County Emergency Services; and
- (2) The Town of Peralta maintains and operates a fire protection organization within the municipal boundaries of the Town of Peralta generally known as the Peralta Fire District; and
- (3) Valencia County and its Fire Districts maintain fire suppression resources that are capable of responding to the Peralta Fire District to provide support to combat the effect of wildland and structural fires; and
- (4) The Town of Peralta Fire Department maintains fire suppression resources that are capable of responding into the Valencia County Emergency Services fire districts to provide support to combat the effect of wildland and structural fires; and
- (5) It is the desire of the parties hereto to render aid to combat the effect of wildland and structural fires when such aid is necessary as herein set forth.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

- (A) Each fire district maintains fire suppression apparatus and personnel for the response to wildland and structural fires.
- (B) Neither party shall be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability
- (C) No response to a mutual assistance request provided for in this agreement will be made by the parties hereto unless such a request is received through the established communications center to each party and made by a responsible fire official of the party requesting such aid.

- (D) That any mutual assistance aid extended under this agreement will be extended with the express understanding that the local fire official in charge shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this agreement.
- (E) The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance cannot be rendered.
- (F) No party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.
- (G) Neither party shall be responsible for any liability incurred as a result of the other party's acts or promises in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq.). All parties signing this agreement agree to keep and maintain in full force and effect workers compensation insurance.
- (H) No parties to this agreement shall be under any obligation to reimburse the other parties for any costs or services incurred pursuant to rendering of or acceptance of equipment or personnel under the terms of this agreement.
- (I) Each agency shall be responsible for adequately equipping and training all personnel responding to any request for mutual aid. The requesting agency shall have no liability for the failure of any equipment supplied by a responding agency or the failure of any personnel to properly use such equipment in accordance with standard emergency response practices.
- (J) This Mutual Assistance Agreement shall commence upon signature of all parties and continue in force until for a period of two (2) consecutive years or after a change of administration or terminated by formal act of the parties to this agreement, and, if terminated by one or more parties, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved.
- (K) This Agreement incorporates all conditions, agreements, and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

APPROVED AND RECOMMENDED FOR EXECUTION BY:

Charles D. Eaton, Fire Chief
Valencia County, New Mexico

John Dear, Fire Chief
Town of Peralta, New Mexico

ATTEST:


Eric Zamora, County Manager
Valencia County, New Mexico


Fran Quinn, Town Administrator
Town of Peralta, New Mexico

Reference to Document: Mutual Aid Agreement between Valencia County and The Town of Peralta for Fire Protection.

APPROVED AND PASSED 20th of January 2010, BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

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


Donald E. Holliday, Chairman


Georgia Otero-Kirkham, Vice-Chair

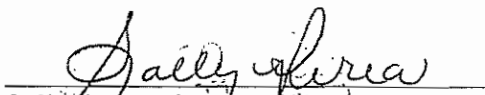

Pedro G. Rael, Commissioner

David R. Medina, Commissioner

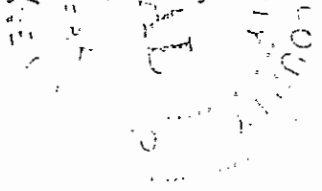


Ron Gentry, Commissioner

Attest:



Sally Perea, County Clerk



AGREEMENT FOR MUTUAL ASSISTANCE OF FIRE PROTECTION

Between:

**City of Belen Fire Department, New Mexico &
Valencia County Emergency Services, New Mexico**

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the Belen Fire Department and Valencia County Emergency Services

WITNESSETH

WHEREAS:

- (1) Valencia County maintains and operates a fire protection organization within the unincorporated boundaries of Valencia County generally known as Valencia County Emergency Services; and
- (2) The City of Belen maintains and operates a fire protection organization within the municipal boundaries of the City of Belen generally known as the Belen Fire District; and
- (3) Valencia County and its Fire Districts maintain fire suppression resources that are capable of responding to the Belen Fire District to provide support to combat the effect of wildland and structural fires; and
- (4) The City of Belen Fire Department maintains fire suppression resources that are capable of responding into the Valencia County Emergency Services fire districts to provide support to combat the effect of wildland and structural fires; and
- (5) It is the desire of the parties hereto to render aid to combat the effect of wildland and structural fires when such aid is necessary as herein set forth.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

- (A) Each fire district maintains fire suppression apparatus and personnel for the response to wildland and structural fires.
- (B) Neither party shall be required to reduce its own fire protection resources, personnel, services and facilities to the detriment of its normal fire protection capability.
- (C) No response to a mutual assistance request provided for in this agreement will be made by the parties hereto unless such a request is received through the established communications center to each party and made by a responsible fire official of the party requesting such aid.

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- (D) That any mutual assistance aid extended under this agreement will be extended with the express understanding that the local fire official in charge shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this agreement.
- (E) The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance cannot be rendered.
- (F) No party to this agreement by the execution of said agreement or by the requesting or providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.
- (G) Neither party shall be responsible for any liability incurred as a result of the other party's acts or promises in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 et seq.). All parties signing this agreement agree to keep and maintain in full force and effect workers compensation insurance.
- (H) No parties to this agreement shall be under any obligation to reimburse the other parties for any costs or services incurred pursuant to rendering of or acceptance of equipment or personnel under the terms of this agreement.
- (I) Each agency shall be responsible for adequately equipping and training all personnel responding to any request for mutual aid. The requesting agency shall have no liability for the failure of any equipment supplied by a responding agency or the failure of any personnel to properly use such equipment in accordance with standard emergency response practices.
- (J) This Mutual Assistance Agreement shall commence upon signature of all parties and continue in force until for a period of two (2) consecutive years or after a change of administration or terminated by formal act of the parties to this agreement, and, if terminated by one or more parties, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved.
- (K) This Agreement incorporates all conditions, agreements, and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

APPROVED AND RECOMMENDED FOR EXECUTION BY:

Manny J. Garcia, Fire Chief
City of Belen, New Mexico

Charles D. Eaton, Fire Chief
Valencia County, New Mexico

ATTEST:

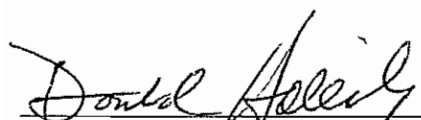
Sally G. Garley, City Manager
City of Belen, New Mexico

Eric Zamora, County Manager
Valencia County, New Mexico

Reference to Document: Mutual Aid Agreement between Valencia County and City of Belen for Fire Protection.

APPROVED AND PASSED 20th of January 2010, BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

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


Donald E. Holliday, Chairman

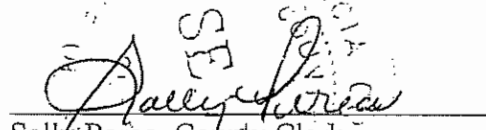

Georgia Otero-Kirkham, Vice-Chair


Pedro G. Rael, Commissioner

David R. Medina, Commissioner


Ron Gentry, Commissioner

Attest:


Sally Perea, County Clerk

PURCHASE AGREEMENT

THIS AGREEMENT is made between the Board of County Commissioner's of Valencia County, (referred to as "County") and Joan M. Artiaga (referred to as "Seller").

SELLERS AND PURCHASER AGREE AS FOLLOWS:

1. **Sale of Property.** In order for the County to make improvements to the Valencia County Maintained Road know as James St., so as to better protect the health, safety and welfare of the motoring public, Seller agrees to sell and County agrees to purchase, for the purchase price provided for in this Agreement, the real estate described below, together with the fixtures and improvements located upon the real estate and all water rights appurtenant to the real estate:

A. **Real Estate.**

Lot numbered Twenty-Three (23) in Block numbered One (I) of Sausalito Estates in Valencia County, New Mexico, as the same is shown and designated on the replat of said subdivision, filed in the office of the County Clerk of Valencia County, New Mexico, on the 16th day of July 1979 in Book C Page 37 as approved by the Board of County Commissioners of Valencia County on June 4, 1979.

2. **Purchase Price.** The total purchase price to be paid by the County to Seller for the Property is \$13,500.00, payable in cash or immediately available funds at closing.

3. **Closing.**

A. **Date and Time of Closing.** The closing of the sale of the Property shall occur as soon as is reasonably possible after the execution of this agreement subject to the conditions and contingencies described herein. The exact time and place of closing shall be determined by the mutual agreement of the Seller and County. At the closing, Seller shall

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convey good and merchantable fee simple title to the Property to the County, free and clear of all liens and encumbrances except those liens permitted by this Agreement, by the execution of a warranty deed in form and content consistent with this agreement and reasonably acceptable to the County.

B. **Prorations and Closing Costs.** The County agrees to pay property taxes and assessments, in the amount of \$2,150.88, owed for the real property to the Valencia County Treasurer for 2009 and all prior years. Recording fees for the warranty deed, shall be paid by the County. Any costs associated with the issuance of the title insurance commitment and the title insurance policy shall be paid by County so long as the costs are deemed to be reasonable by the Valencia County Manager, the County Manager's determination as to what is reasonable shall be binding. Other costs incurred in connection with closing this transaction shall be paid by the party as is customarily done within Valencia County.

C. **Title Insurance.** Upon closing, Sellers shall cause to be issued to the County an owner title insurance policy in an amount equal to the purchase price for the Property, containing only the usual pre-printed exceptions to coverage, insuring marketable fee simple title to the Property to be in Purchaser's name.

D. **Possession.** Possession of the real estate shall be delivered to the County at closing.

4. **Other Contingencies & Conditions.** This purchase is expressly made contingent upon the sale by the County of Valencia of Lots 4 & 5 in Block Number 7 of Sausalito Estates, to Joan M. Artiaga for the amount of \$13,500.00, and receipt of that amount. It is expressly understood by the parties that the sale of Lots 4 & 5 must be approved by the New

Mexico Department of Finance Administration pursuant to NMSA 1978, Section 13-6-2 (D) (2007) prior to the sale. If the sale of Lots 4 & 5 does not occur by the date of closing or by July 31, 2010, (including the receipt by the County of \$13,500.00) then this Agreement shall lapse neither party shall have any further claim against the other in connection with this agreement.

5. **Sellers' Warranties.** Seller represents and warrants to the County that:

A. **Ownership.** Seller owns fee simple merchantable title to the Property.

B. **Agreements.** At the time of closing, there shall be no agreements affecting the ownership, use or possession of the Property other than those agreements which have been disclosed in writing to Purchaser and accepted by Purchaser in writing;

C. **Mechanic's and Materialmen's Liens.** There are no unpaid bills or sums due laborers, contractors, materialmen, mechanics or others with respect to any improvements or repairs constructed or performed on the property.

D. **Claims.** No actions, suits, proceedings or investigations are pending, or, to the knowledge of Seller, threatened against or relating to the Property in any court, or before any governmental entity, instrumentality, department or agency, and Seller does not know of any existing basis for the initiation of any such action, suit, proceeding or investigation;

E. **Adverse Easements.** Seller has no knowledge of any easement or claim of easement whereby any person or entity is claiming or may claim the right to use the Property, or any portion thereof, for any purpose.

F. **Boundary Line Disputes.** Seller has no knowledge of any boundary line dispute or conflict in boundary line concerning the Property.

G. **Environmental or Safety Conditions.** Seller has no knowledge of:

i. Any matter adversely affecting the environmental quality and condition of the Property, surrounding property, and the ground water;

ii. The existence of and discharge of hazardous substances or other pollutants upon or from the Property which has caused or may cause environmental degradation; and

iii. The noncompliance of the Property with Federal, State or Local laws or regulations pertaining to health, safety or environmental protection.

I. **Underground Storage Tanks.** There are no tanks buried in the ground anywhere on the Property which are or have in the past been used to store any petroleum product.

6. **Execution of Agreement.** Seller must execute this Agreement and deliver the executed Agreement to County on or before February 15, 2010 in order for the Agreement to be binding.

7. **Extensions of Deadlines.** In the event any matter required to be done or completed within a specified time according to this agreement is not done or completed within the time specified, but may done or completed within a reasonable time after the specified deadline, Seller and County agree that they will negotiate in good faith to extend the appropriate deadline so that the matter may be timely done or completed and the Board of County Commissioners expressly delegates its authority to extend the deadline to the Valencia County Manager.

8. **Enforcement.** In the event of any litigation between Seller and the County damages shall be limited to specific performance and there shall be no prevailing party attorney fees.

9. **Time is of the Essence.** Time is of the essence with respect to this transaction.

10. **Binding Effect.** Upon the execution of this Agreement, the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

11. **Nature and Survival of Warranties and Representations.** All statements contained in this agreement and in any document delivered by or on behalf of the Seller to the County in connection with this Agreement shall be deemed representations and warranties by Seller to the County. All such representations and warranties shall survive closing and the conveyance of title.

12. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed to the County or the Seller, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses show below (or at such other address as Sellers or Purchaser may specify to the other party in writing from time to time):

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

SELLER: Joan M. Artiaga
22 Palomar Place
Belen, NM 87002

13. **Risk of Loss.** In the event of damage or destruction of all or part of the Property prior to the time of closing, then Seller shall be obligated to repair the same before the closing date. In the event that any such damage is not repaired prior to the closing date the County may


terminate this agreement, whereupon neither party shall have any further claim against the other by reason of this agreement,.

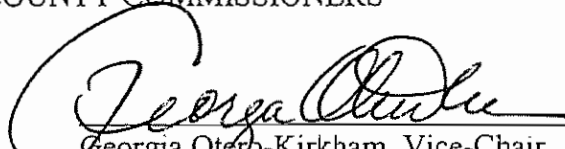
13. **Entire Agreement.** This instrument constitutes the entire agreement between Seller and the County and there are no agreements, understandings, warranties or representations between Sellers and the County except as set forth or provided for in this instrument. All prior agreements, understandings and writings are merged into this agreement. This Agreement may not be amended except by a written instrument signed by the party to be charged or bound by the amendment.

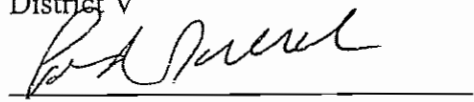
BUYER:

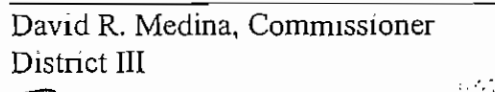
APPROVED, ADOPTED, AND PASSED on this 20th day of January 2010.


BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V



Georgia Otero-Kirkham, Vice-Chair
District II


Pedro G. Rael, Commissioner
District I


David R. Medina, Commissioner
District III


Ron Gently, Commissioner
District IV

Attest:


Sally Perea, County Clerk.

CLERK
OF NEW

SELLER:

Joan M. Artiaga

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

The forgoing instrument was acknowledges before me this _____ day of
_____, 2010 by Joan M. Artiaga.

Notary Public

My Commission Expires:

Land Appraisal Report

File No. BE080509LandA

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.					
	Client Name/Intended User Valencia County Public Works Division		E-mail lina.benavidez@co.valencia.nm.us			
	Client Address PO Box 119/1209 Hwy 314		City Los Lunas	State NM Zip 87031		
Additional Intended User(s) To be determined by client.						
Intended Use Market value to be used in potential trade of lots.						
SUBJECT	Property Address Off West Mesa Rd		City Belen	State NM Zip 87002		
	Owner of Public Record Valencia County		County Valencia			
	Legal Description Lot 4, Block 7, Sausalito Estates					
SALES HISTORY	Assessor's Parcel # 1 005 026 435 360 000000		Tax Year 2008	R.E. Taxes \$ Exempt		
	Neighborhood Name Belen west mesa area		Map Reference N/A	Census Tract 9712.00		
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)					
My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.						
Prior Sale/Transfer: Date 12/26/2002 Price not stated Source(s) Warranty Deed numbered 289623						
Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) Per Deed: M/M R. Robert Castillo to County of Valencia transferred "Lots 4 and 5 in Block 7 of Sausalito Estates and a permanent easement of 60' thru the western boundaries of Lot 126 and 3 also in block 7. This parcel hopefully to be used as a park and to hopefully work with Sausalito Area Residence Association with the existing covenants in effect."						
Offerings, options and contracts as of the effective date of the appraisal Joan M Artiaga and Pasqual Armijo have proposed a trade of their Lot 23, Block 1, Sausalito Estates for Lot 4, Block 7 in this report, and Lot 5 in report file # BE080509Land.						
NEIGHBORHOOD	Neighborhood Characteristics					
	One-Unit Housing Trends					
	One-Unit Housing					
	Present Land Use %					
	Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %
	Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	%
	Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths	40 Low	1	Multi-Family	%
	Neighborhood Boundaries North is Cannon Rd, south is Salomon Rd, east is Interstate 25 and west is Harrison Rd.		175 High	30+	Commercial	1 %
			80 Pred.	15	Other vacant	59 %
	Neighborhood Description The subject subdivision contains a mix of site built and manufactured homes, manufactured homes predominate. Shopping and services are 2-5 miles. Local employment is available though many residents commute to Albuquerque, 30 miles north.					
Market Conditions (including support for the above conclusions) See Attached Addendum						
SITE	Dimensions Plat not available. Area 2.1 ac Shape Rectangular View Mtns/Valley					
	Specific Zoning Classification RR-1 Zoning Description Residential, 1 ac min to subdivide.					
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)					
	Highest and best use of the subject property Though residential use is legally permissible, it may not be financially feasible due to the lack of road and irregularity of the site terrain. Highest and best use as of the date of this report is determined to be vacant, investment purposes.					
	Utilities Public Other (describe)	Public Other (describe)	Off-site Improvements—Type		Public Private	
	Electricity <input checked="" type="checkbox"/> est 1/4 mi	Water <input type="checkbox"/> None	Street None/platted		<input checked="" type="checkbox"/>	
	Gas <input type="checkbox"/> None	Sanitary Sewer <input type="checkbox"/> None	Alley <input type="checkbox"/>		<input type="checkbox"/>	
	FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA Map # 350086 0300 D FEMA Map Date 02/09/2000					
	Site Comments Site is not accessible by typical vehicle. There is a sort of pathway off West Mesa Rd leading in the direction of the site, though this path does not go all the way to the site. Terrain is very irregular, site appears to be partly on an incline. It appears that extensive road work and site preparation would be necessary to utilize the site for residential development.					
	ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3					
Address Off West Mesa Rd So. of Claudine Primavera 154 Barela Rd						
Belen Belen Belen						
Proximity to subject 3.17 miles WSW 3.98 miles NW 3.42 miles WNW						
Sales Price \$ 8,000 \$ 20,000 \$ 16,500						
Price \$/ ac/no rd 1600 1600 1600						
Data Source Inspect/client docs ML#640538/Keller Williams RE ML#645662/BSquare RE ML#609429/ReMax Masters						
Date of Sale and DESCRIPTION DESCRIPTION *(-) Adjust. DESCRIPTION *(-) Adjust. DESCRIPTION *(-) Adjust.						
Time Adjustment 06/24/2009 06/26/2009 04/14/2008						
Location Suburban Suburban Suburban						
Site/View 2.1 ac/Mtns/Valley 5 ac/Mtns -1,600 5 ac/Mtns (1lot) -1,600 1.5 ac/Mtns (1lot) 4,000						
Terrain irregular flat flat flat						
Access rough/no road avg/no road -1,500 avg/adeq road -8,000 avg/adeq road -8,000						
Utilities est. 1/4 mi to elec Similar Elec at line -5,000 shar well, sept, el -7,000						
Other None None None None						
Sales or Financing All cash All cash All cash						
Concessions						
Net Adj. (Total) \$ 3,100 \$ 14,600 \$ 11,000						
Indicated Value Net Adj. -38.8% Net Adj. -73.0% Net Adj. -66.7%						
of Subject Gross Adj. -38.8% Gross Adj. -73.0% Gross Adj. -115.2%						
Summary of Sales Comparison Approach See Attached Addendum						
RECONCILIATION	This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to the following: No conditions. Though comp 3 is the closest in site size, comp 1 has the least net and gross adjustments and is a recent sale. In reaching value for the subject, most weight is given to comp 1.					
	Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 5,000 as of August 5, 2009, which is the effective date of this appraisal.					

gpar

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(gPAR™) General Purpose Appraisal Report 01/2005
PARLANDI 04/08112008

Exhibit A

ADDENDUM

Client: Valencia County Public Works Division		File No.: BE080509LandA
Property Address: Off West Mesa Rd		Case No.:
City: Belen	State: NM	Zip: 87002

Neighborhood Market Conditions
Financing is FHA, VA, Conventional and by owner. In the subject subdivision, there have been no land sales per MLS during the past 10 years. There has been 1 sale of a manufactured home during the past year. No known recent construction. For these reasons development is viewed as slow. It should be noted that sales activity has been very limited throughout the Belen area during the past year.

Comments on Sales Comparison
All of Valencia County was thoroughly searched via MLS to locate the most recent, most comparable sales in the closest proximity to the subject. Per MLS there have been no land sales in the subject subdivision during the past 10 years. It was necessary to reach out to a competing area, also on Belen's west mesa, for comps. Comp 1 is the only comp that could be located without road access. It's per acre value of \$1,600 is used to measure the differences in site sizes for all comps as compared to the subject. Also in this category is the view adjustment of \$3,000 as comps do not have valley views. These are the measurable differences in the market. No comps could be found having terrain which is similar to the subject. An adjustment was not made for the difference as there is no measurable difference in the market to indicate a preference for flat versus irregular terrain. Though comp 1 has no road, its access is more convenient as it is flat land, causing its superior adjustment of \$1,500. Comps 2 and 3 have access road adjustments of \$8,000 each as they are both on graded dirt public roads. This adjustment is the typical measurable difference as compared to a site with no road and rough access. The utilities adjustments for comps 2 and 3 are close in dollar amounts, though comp 3 has a shared well and septic in addition to electric at line. The adjustments are the differences as compared to the subject that could be measured in the market. These kinds of adjustments are fairly typical when valuing land in this area partly do to the differences in sites and partly due to the fact that land prices are irregular indicating that land is somewhat speculative in this market.

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Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.
9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

All of Belen's west mesa, the subject market area, was thoroughly searched via MLS for the most recent comparable sales.

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Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The appraiser's analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
8. Unless otherwise noted, the appraiser has made a personal inspection of the property that is the subject of this report.
9. Unless noted below, no one provided significant real property appraisal assistance to the appraiser signing this certification. Significant real property appraisal assistance provided by:

Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____
 Source of Definition: Uniforms Standards of Professional Appraisal Practice

ADDRESS OF THE PROPERTY APPRAISED:

Off West Mesa Rd

Belen, NM 87002

EFFECTIVE DATE OF THE APPRAISAL: August 5, 2009APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 5,000**APPRAISER**Signature: Name: Geraldine FeronState Certification # 339-R

or License # _____

or Dihar (describe): _____ State #: _____

State: NMExpiration Date of Certification or License: 04/30/2010Date of Signature and Report: 08/11/2009Date of Property Viewing: August 5, 2009

Degree of property viewing:

☐ Did personally view☐ Did not personally view**SUPERVISORY APPRAISER**

Signature: _____

Name: _____

State Certification # _____

or License # _____

State: _____

Expiration Date of Certification or License: _____

Date of Signature: _____

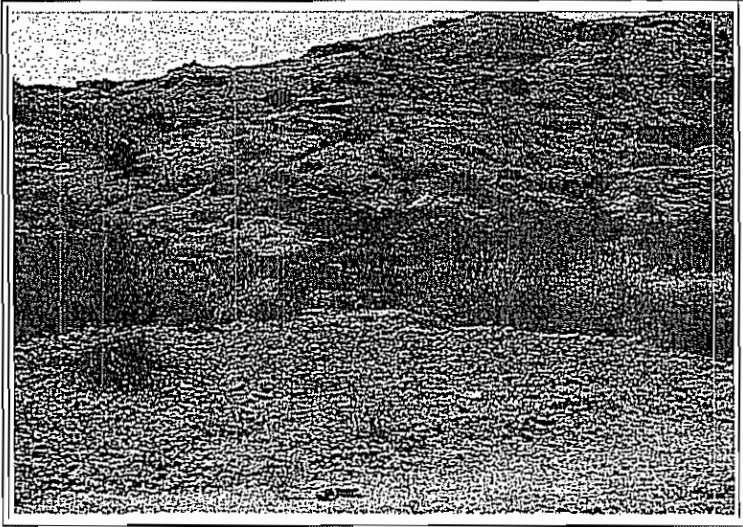
Date of Property Viewing: _____

Degree of property viewing:

☐ Did personally view☐ Did not personally view

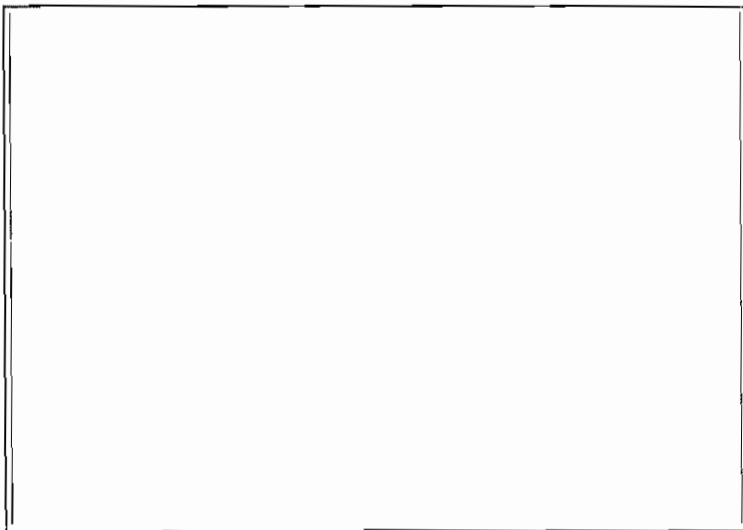
SUBJECT PROPERTY PHOTO ADDENDUM

Client: Valencia County Public Works Division	File No.: BE080509LandA
Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002

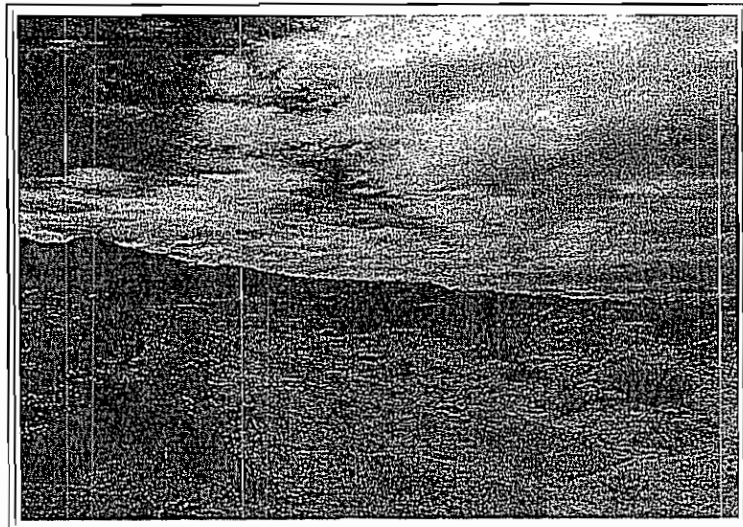


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: August 5, 2009
Appraised Value: \$ 5,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

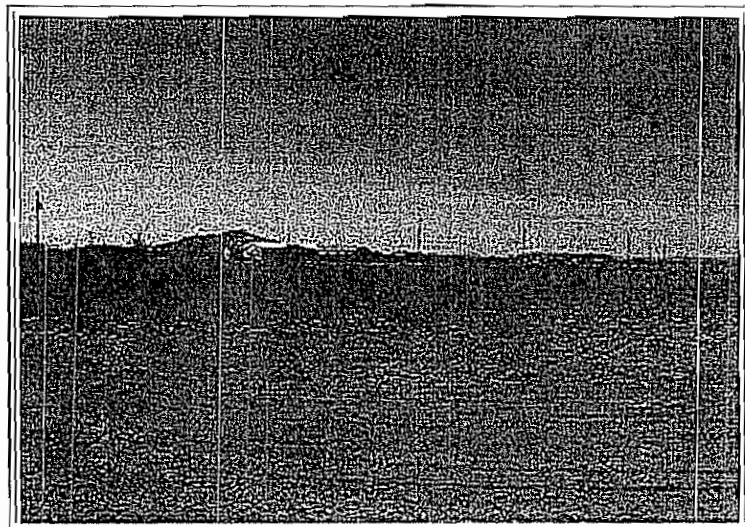
COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Valencia County Public Works Division	File No.: BE080509LandA
Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002



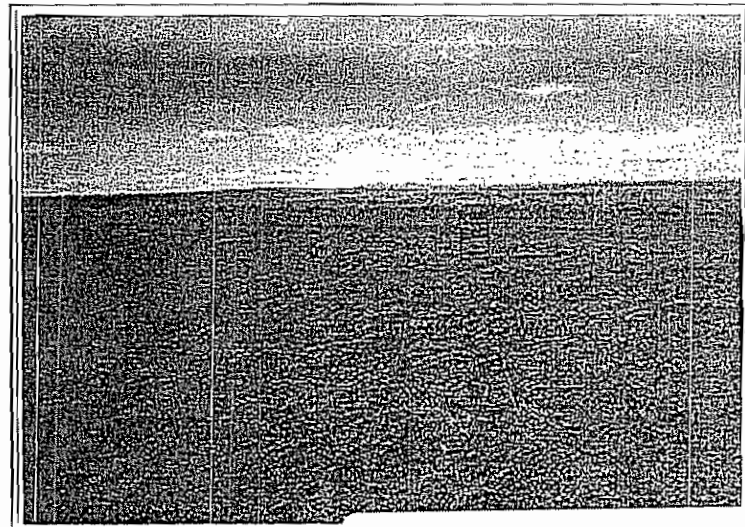
COMPARABLE SALE #1

So. of Claudine
Belen
Sale Date: 06/24/2009
Sale Price: \$ 8,000



COMPARABLE SALE #2

Primavera
Belen
Sale Date: 06/26/2009
Sale Price: \$ 20,000

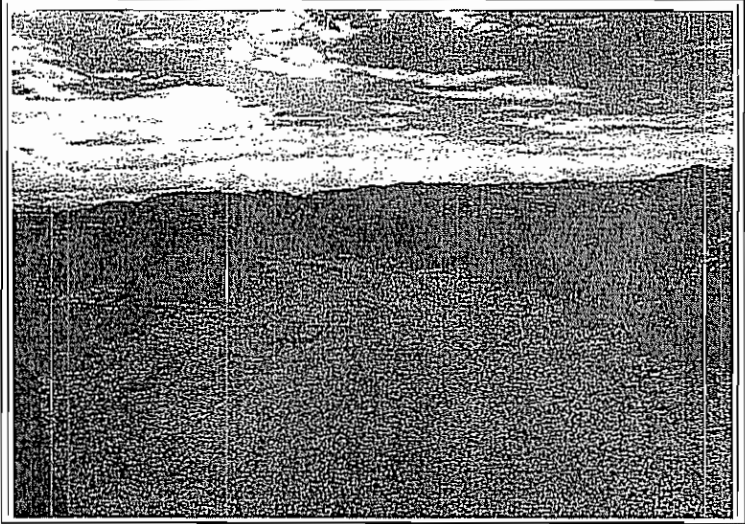


COMPARABLE SALE #3

154 Barela Rd
Belen
Sale Date: 04/14/2008
Sale Price: \$ 16,500

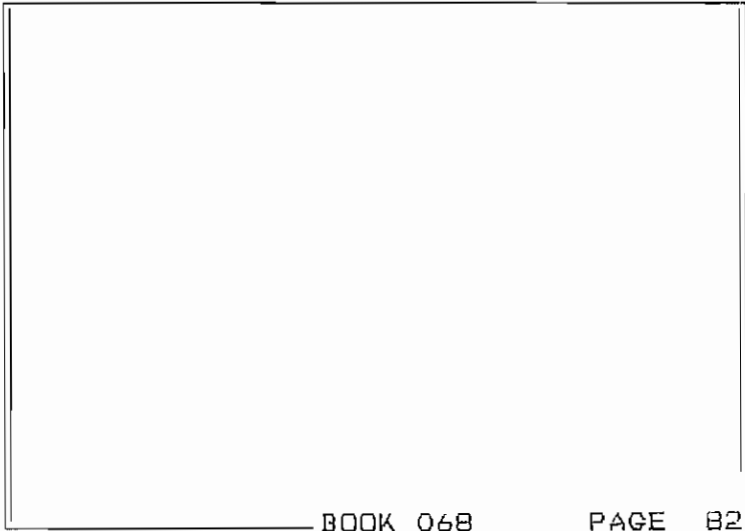
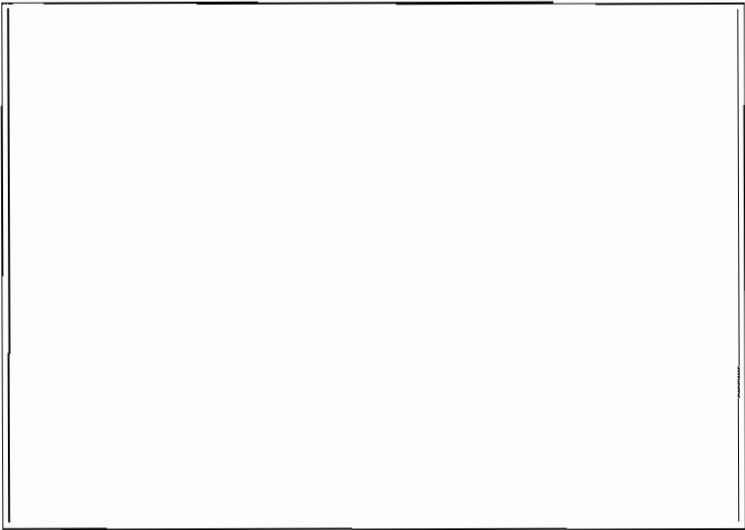
SUBJECT

Client: Valencia County Public Works Division	File No.: 8E080509LandA
Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002



WEST MEST RD (PUBLIC ROAD)

THE SUBJECT STREET SCENE PHOTO
IS OF THE PATH LIKE ROAD THAT
RUNS OFF WEST MESA RD IN THE
DIRECTION OF THE SUBJECT.



LOCATION MAP

Client: Valencia County Public Works Division

File No.: BE080509LandA

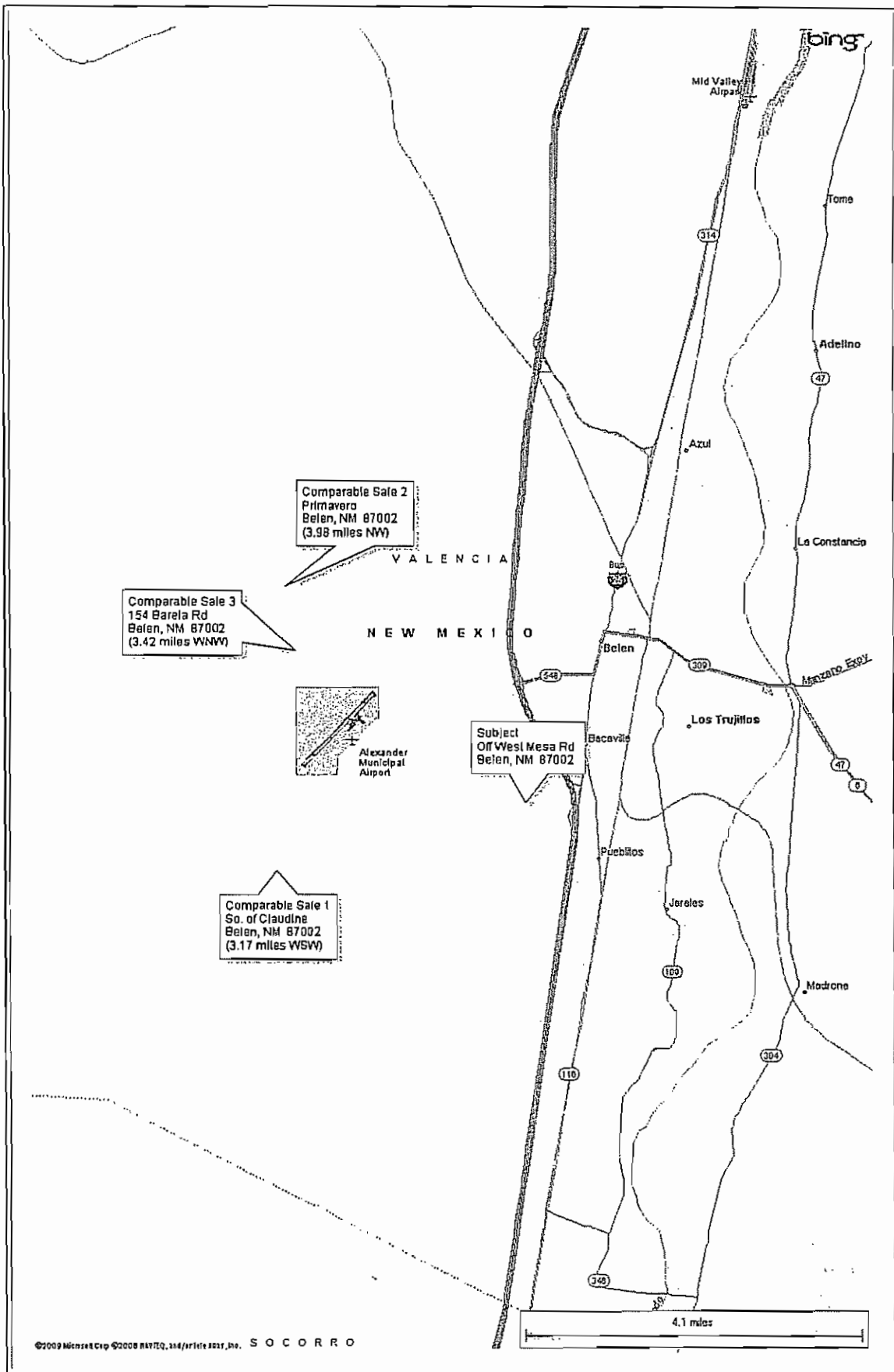
Property Address: Off West Mesa Rd

Case No.:

City: Belen

State: NM

Zip: 87002



***** INVOICE *****

File Number: BE080509LandA

August 11, 2009

Valencia County Public Works Division
PO Box 1119/1209 Hwy 314
Los Lunas, NM 87031

Attn: Lina Benavidez, Engineer Aide

Invoice # : BE080509LandA
Order Date : 08/03/2009
Reference/Case # :
PO Number : 64573

Lot 4, Block 7. Sausalito Estates

Off West Mesa Rd
Belen, NM 87002

Land appraisal	\$ 250.00
	\$
Invoice Total	\$ 250.00
State Sales Tax @	\$ 0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$ 250.00

Terms: Net 30 days.

Please Make Check Payable To:

Geraldine Feron
94 Norma St
Belen, NM 87002

Fed. I.D. #: 068343668

PHONE: 505 864-2833 FAX: 505 864-0653
EMAIL: gferon@comcast.net

**Summary
Land Appraisal Report**

File No. BE080509Land

PURPOSE	The purpose of this appraisal report is to provide the client with a credible opinion of the defined value of the subject property, given the intended use of the appraisal.																																
	Client Name/Intended User Valencia County Public Works Division		E-mail lina.benavidez@co.valencia.nm.us																														
	Client Address PO Box 119/1209 Hwy 314		City Los Lunas State NM Zip 87031																														
Additional Intended User(s) To be determined by client.																																	
Intended Use Market value to be used in potential trade of lots.																																	
SUBJECT	Property Address Off West Mesa Rd		City Belen State NM Zip 87002																														
	Owner of Public Record Valencia County		County Valencia																														
	Legal Description Lot 5, Block 7, Sausalito Estates																																
	Assessor's Parcel # 1 005 026 400 360 000000		Tax Year 2008 R.E. Taxes \$ Exempt																														
	Neighborhood Name Belen west mesa area		Map Reference N/A Census Tract 9712.00																														
	Property Rights Appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)																																
SALES HISTORY	My research <input checked="" type="checkbox"/> did <input type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.																																
	Prior Sale/Transfer: Date 12/26/2002		Price none stated Source(s) Warranty Deed numbered 289623																														
	Analysis of prior sale or transfer history of the subject property (and comparable sales, if applicable) Per Deed: M/M R. Robert Castillo to County of Valencia transferred Lots 4 and 5 in Block 7 of Sausalito Estates and a permanent easement of 60' thru the western boundaries of Lot 126 and 3 also in Block 7. This parcel hopefully to be used as a park and to hopefully work with Sausalito Area Residence Association with the existing covenants in effect."																																
	Offerings, options and contracts as of the effective date of the appraisal Joan M Artiaga and Pasqual Armijo have proposed a trade of their Lot 23, Block 1, Sausalito Estates for Lot 5, Block 7 in this report, and Lot 4 in report file #BE080509LandA.																																
	Neighborhood Characteristics: One-Unit Housing Trends:																																
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural</td> <td>Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining</td> <td>PRICE</td> <td>AGE</td> <td>One-Unit</td> <td>40 %</td> </tr> <tr> <td>Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%</td> <td>Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply</td> <td>\$(000)</td> <td>(yrs)</td> <td>2-4 Unit</td> <td>%</td> </tr> <tr> <td>Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow</td> <td>Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths</td> <td>40 Low</td> <td>1</td> <td>Multi-Family</td> <td>%</td> </tr> <tr> <td>Neighborhood Boundaries North is Cannon Rd, south is Salomon Rd, east is Interstate 25 and west is Harrison Rd.</td> <td></td> <td>175 High</td> <td>30+</td> <td>Commercial</td> <td>1 %</td> </tr> <tr> <td></td> <td></td> <td>80 Pred.</td> <td>15</td> <td>Other vacant</td> <td>59 %</td> </tr> </table>				Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	40 %	Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	%	Growth <input type="checkbox"/> Rapid <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Slow	Marketing Time <input type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input checked="" type="checkbox"/> Over 6 mths	40 Low	1	Multi-Family	%	Neighborhood Boundaries North is Cannon Rd, south is Salomon Rd, east is Interstate 25 and west is Harrison Rd.		175 High	30+	Commercial	1 %			80 Pred.	15	Other vacant
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		80 Pred.	15	Other vacant	59 %																												
NEIGHBORHOOD	Neighborhood Description The subject subdivision contains a mix of site built and manufactured homes, manufactured homes predominate. Shopping and services are 2-5 miles. Local employment is available though many residents commute to Albuquerque, 30 miles north.																																
	Market Conditions (including support for the above conclusions) See Attached Addendum																																
	Dimensions Plat not available. Area 4.3 ac Shape Rectangular View Mtns/Valley																																
	Specific Zoning Classification RR-1 Zoning Description Residential, 1 ac min to subdivide.																																
	Zoning Compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)																																
	Highest and best use of the subject property Though residential use is legally permissible, it may not be financially feasible due to the lack of road and irregularity of the site terrain. Highest and best use as of the date of this report is determined to be vacant, investment purposes.																																
SITE	Utilities <input type="checkbox"/> Public <input type="checkbox"/> Other (describe)																																
	Electricity <input checked="" type="checkbox"/> est 1/4 mi Water <input type="checkbox"/> None																																
	Gas <input type="checkbox"/> None Sanitary Sewer <input type="checkbox"/> None																																
	FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA Map # 350086 0300 D FEMA Map Date 02/09/2000																																
	Site Comments Site is not accessible by typical vehicle. There is a sort of pathway off West Mesa Rd leading in the direction of the site, though this path does not go all the way to the site. Terrain is very irregular, site appears to be partly on an incline. It appears that extensive road work and site preparation would be necessary to utilize the site for residential development.																																
MARKET DATA ANALYSIS	ITEM		SUBJECT		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3																								
	Address Off West Mesa Rd		Belen		So. of Claudine Belen		Primavero Belen		154 Barela Rd Belen																								
	Proximity to subject		3.17 miles WSW		3.98 miles NW		3.42 miles WNW																										
	Sales Price		\$ 8,000		\$ 20,000		\$ 16,500																										
	Price \$/ ac/no rd		1600		1600		1600																										
	Data Source		Inspect/client docs		ML#640538/Keller Williams RE		ML#645662/BSquare RE		ML#609429/ReMax Masters																								
	Date of Sale and		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION																								
	Time Adjustment		06/24/2009		06/26/2009		04/14/2008																										
	Location		Suburban		Suburban		Suburban																										
	Site/View		4.3 ac/Mtns/Valley		5 ac/Mtns (1lot)		5 ac/Mtns (1lot)		1.5 ac/Mtns (1lot)																								
	Terrain		irregular		flat		flat		flat																								
	Access		rough/no road		Avg/no road		Avg/Adeq road		Avg/Adeq road																								
	Utilities		est 1/4 mi elec		Similar		Elec at line		shar well, sept, el																								
	Other		None		None		None		None																								
Sales or Financing		All cash		All cash		All cash		All cash																									
Concessions																																	
Net Adj. (Total)		\$ 400		\$ 11,100		\$ 7,500																											
Indicated Value of Subject		\$ 8,400		\$ 8,900		\$ 9,000																											
Summary of Sales Comparison Approach See Attached Addendum																																	
RECONCILIATION	This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to the following: No conditions. In valuing the subject, though all comps reflect the subject market, most weight is given to comp 1 as it is a recent sale requiring the least net and gross adjustments.																																
	Based on the scope of work, assumptions, limiting conditions and appraiser's certification, my (our) opinion of the defined value of the real property that is the subject of this report is \$ 8,500 as of 08/05/2009 , which is the effective date of this appraisal.																																



Printed on 08/05/2009 10:11 AM by 101112008

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BOOK 068

PAGE 828

"Exhibit B"

ADDENDUM

Client: Valencia County Public Works Division		File No.: BE080509Land
Property Address: Off West Mesa Rd		Case No.:
City: Belen	State: NM	Zip: 87002

Neighborhood Market Conditions

Financing is FHA, VA, Conventional and by owner. In the subject subdivision, there have been no land sales per MLS during the past 10 years. There has been 1 sale of a manufactured home during the past year. No known recent construction. For these reasons development is viewed as slow. It should be noted that sales activity has been very limited throughout the Belen area during the past year.

Comments on Sales Comparison

All of Valencia County was thoroughly searched via MLS to locate the most recent, most comparable sales in the closest proximity to the subject. Per MLS there have been no land sales in the subject subdivision during the past 10 years. It was necessary to reach out to a competing area, also on Belen's west mesa, for comps. Comp 1 is the only comp that could be located without road access. It's per acre value of \$1,600 is used to measure the differences in site sizes for all comps as compared to the subject. As there are no comps larger than the subject site, all size adjustments are positive. As are all adjustments for the lack of valley view (\$3,000). These are the measurable differences in the market. No comps could be found having terrain which is similar to the subject. An adjustment was not made for the difference as there is no measurable difference in the market to indicate a preference for flat versus irregular terrain. Though comp 1 has no road, its access is more convenient as it is flat land, causing its superior adjustment \$1,500. Comps 2 and 3 have access road adjustments of \$8,000 each as they are both on graded dirt public roads. These adjustment is the typical measurable difference as compared to a site with no road and rough access. The utilities adjustments for comps 2 and 3 is the amounts of difference that could be measured. These kinds of adjustments are fairly typical when valuing sites in this area.

BOOK 068

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Scope of Work, Assumptions and Limiting Conditions

Scope of work is defined in the Uniform Standards of Professional Appraisal Practice as "the type and extent of research and analyses in an assignment." In short, scope of work is simply what the appraiser did and did not do during the course of the assignment. It includes, but is not limited to: the extent to which the property is identified and inspected, the type and extent of data researched, the type and extent of analyses applied to arrive at opinions or conclusions.

The scope of this appraisal and ensuing discussion in this report are specific to the needs of the client, other identified intended users and to the intended use of the report. This report was prepared for the sole and exclusive use of the client and other identified intended users for the identified intended use and its use by any other parties is prohibited. The appraiser is not responsible for unauthorized use of the report.

The appraiser's certification appearing in this appraisal report is subject to the following conditions and to such other specific conditions as are set forth by the appraiser in the report. All extraordinary assumptions and hypothetical conditions are stated in the report and might have affected the assignment results.

1. The appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or title thereto, nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in this report may show approximate dimensions and is included only to assist the reader in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made thereto.
4. Neither all, nor any part of the content of this report, copy or other media thereof (including conclusions as to the property value, the identity of the appraiser, professional designations, or the firm with which the appraiser is connected), shall be used for any purposes by anyone but the client and other intended users as identified in this report, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent of the appraiser.
5. The appraiser will not disclose the contents of this appraisal report unless required by applicable law or as specified in the Uniform Standards of Professional Appraisal Practice.
6. Information, estimates, and opinions furnished to the appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the appraiser is assumed by the appraiser.
7. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering or testing, which might be required to discover such factors. This appraisal is not an environmental assessment of the property and should not be considered as such.
8. This appraisal report should not be used to disclose the condition of the property as it relates to the presence/absence of defects. The client is invited and encouraged to employ qualified experts to inspect and address areas of concern. If negative conditions are discovered, the opinion of value may be affected.
9. Appraisals involving hypothetical conditions related to completion of new construction, repairs or alteration are based on the assumption that such completion, alteration or repairs will be competently performed.

Additional Comments Related To Scope Of Work, Assumptions and Limiting Conditions

All of the Belen's west mesa, which is the subject market, was thoroughly searched via MLS to locate the most recent comparable sales.

BOOK 068 PAGE 630

Appraiser's Certification

The appraiser(s) certifies that, to the best of the appraiser's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise stated, the appraiser has no present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
4. The appraiser has no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The appraiser's engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. The appraiser's compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
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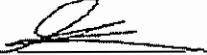
Additional Certifications:

Definition of Value: ☒ Market Value ☐ Other Value: _____
 Source of Definition: Uniform Standards of Professional Appraisal Practice

ADDRESS OF THE PROPERTY APPRAISED:

Off West Mesa Rd
Belen, NM 87002
 EFFECTIVE DATE OF THE APPRAISAL: August 5, 2009
 APPRAISED VALUE OF THE SUBJECT PROPERTY \$ 8,500

APPRAISER

Signature: 
 Name: Geraldine Feron
 State Certification # 339-R
 or License # _____
 or Other (describe): _____ State #: _____
 State: NM
 Expiration Date of Certification or License: 04/30/2010
 Date of Signature and Report: 08/11/2009
 Date of Property Viewing: 08/05/2009
 Degree of property viewing:
☒ Did personally view ☐ Did not personally view

SUPERVISORY APPRAISER

Signature: _____
 Name: _____
 State Certification # _____
 or License # _____
 State: _____
 Expiration Date of Certification or License: _____
 Date of Signature: _____
 Date of Property Viewing: _____
 Degree of property viewing:
☐ Did personally view ☐ Did not personally view

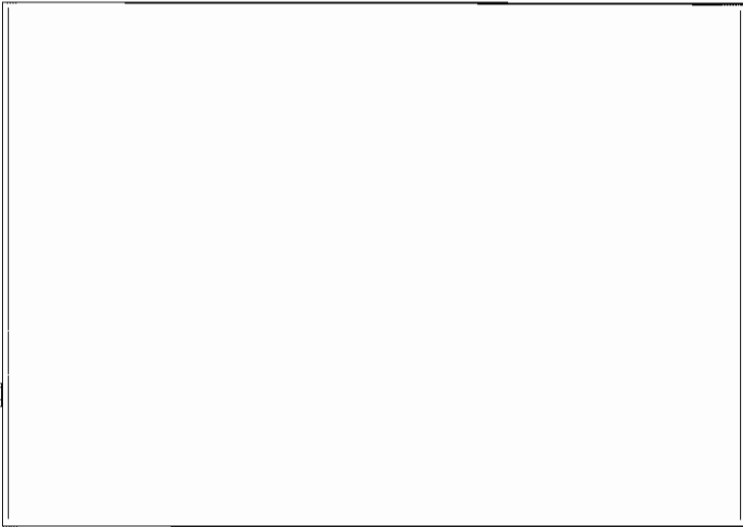
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Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002

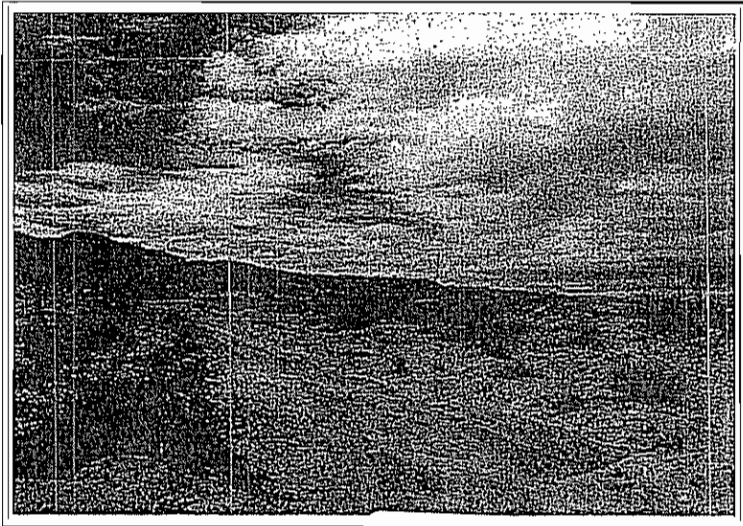


FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: August 5, 2009
Appraised Value: \$ 8,500



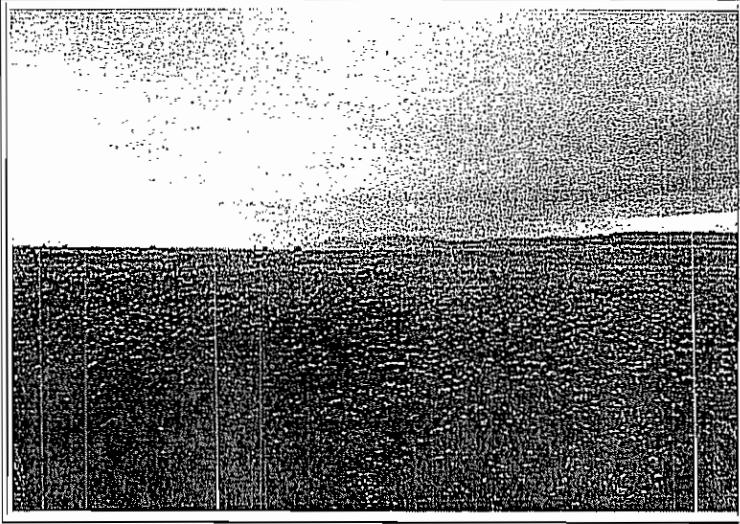
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

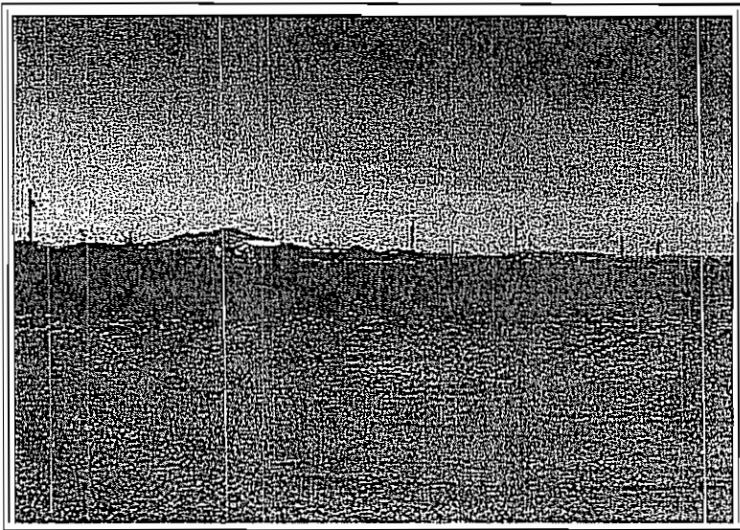
COMPARABLE PROPERTY PHOTO ADDENDUM

Client: Valencia County Public Works Division	File No.: BE080509Land
Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002



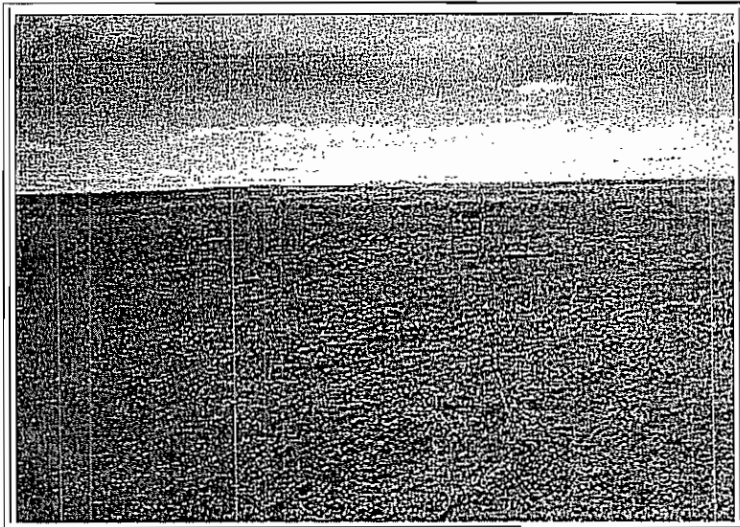
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So. of Claudine
Belen
Sale Date: 06/24/2009
Sale Price: \$ 8,000



COMPARABLE SALE #2

Primavera
Belen
Sale Date: 06/26/2009
Sale Price: \$ 20,000

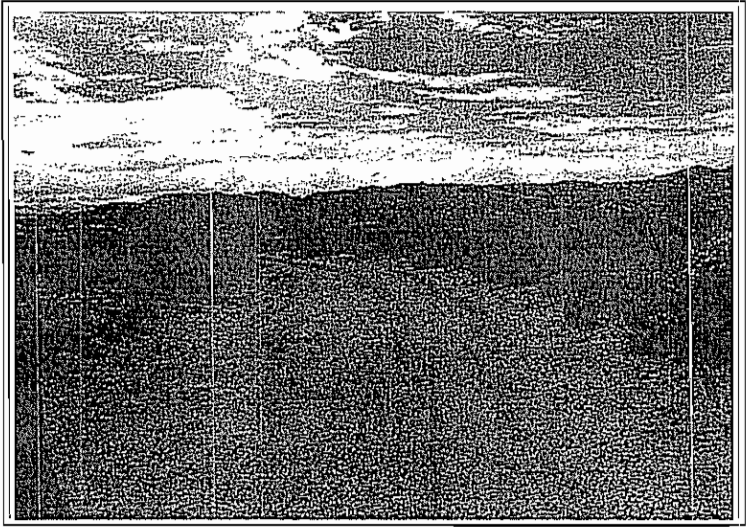


COMPARABLE SALE #3

154 Barela Rd
Belen
Sale Date: 04/14/2008
Sale Price: \$ 16,500

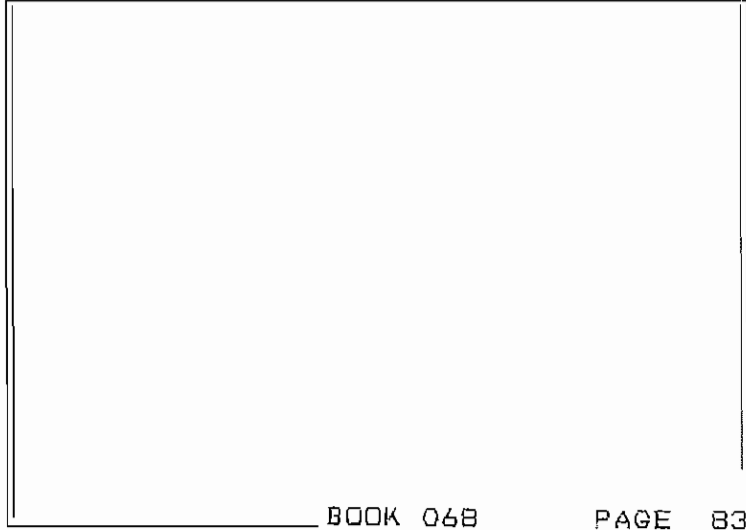
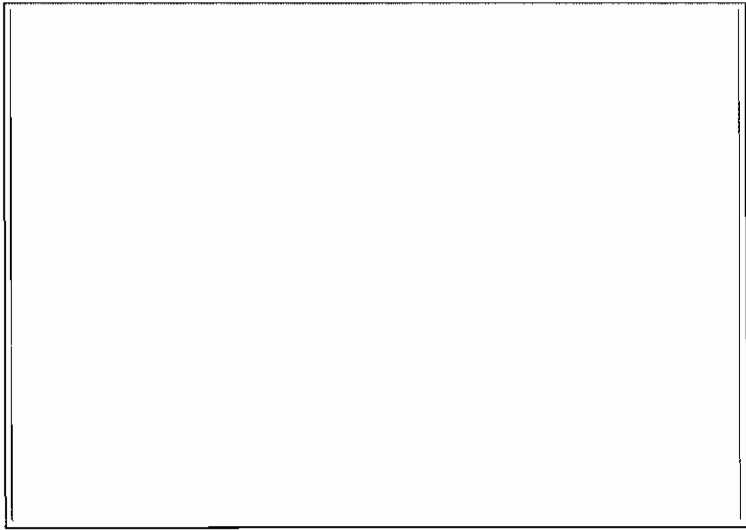
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Client: Valencia County Public Works Division	File No.: BE080509Land
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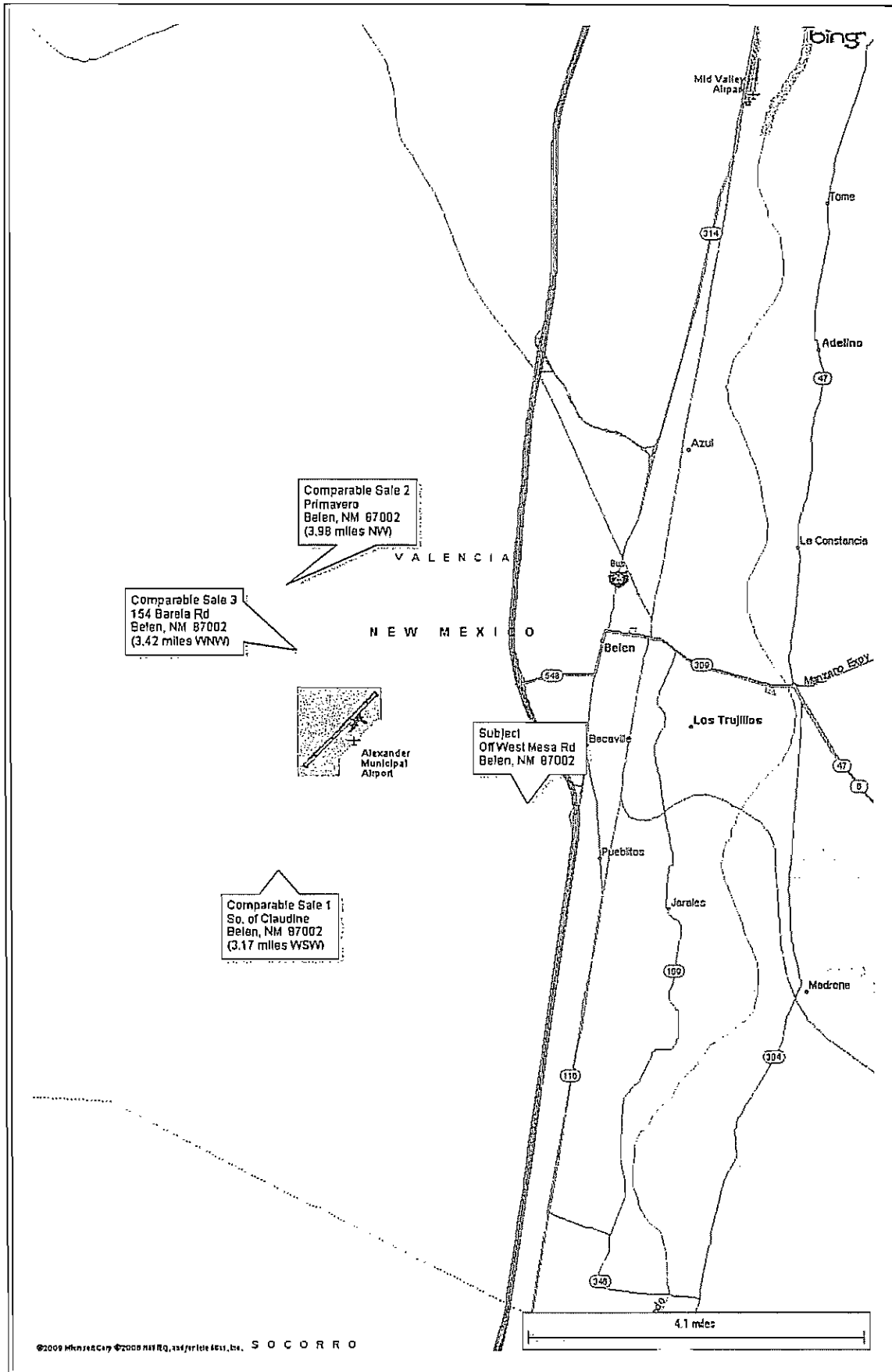
WEST MESA RD (PUBLIC ROAD)

THE SUBJECT STREET SCENE PHOTO
IS OF THE PATH LIKE ROAD THAT
RUNS OFF WEST MESA RD IN THE
DIRECTION OF THE SUBJECT



LOCATION MAP

Client: Valencia County Public Works Division	File No.: BE080509Land
Property Address: Off West Mesa Rd	Case No.:
City: Belen	State: NM Zip: 87002



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***** INVOICE *****

File Number: BE080509Land

August 11, 2009

Valencia County Public Works Division
PO Box 1119/1209 Hwy 314
Los Lunas, NM 87031

Attn: Lina Benavidez, Engineer Aide

Invoice # : BE080509Land
Order Date : 08/03/2009
Reference/Case # :
PO Number : 64591

Lot 5, Block 7, Sausalito Estates

Off West Mesa Rd
Belen, NM 87002

Land appraisal	\$	250.00
	\$
Invoice Total	\$	250.00
State Sales Tax @	\$	
Deposit	(\$)
Deposit	(\$)
	
Amount Due	\$	250.00

Terms: Net 30 days.

Please Make Check Payable To:

Geraldine Feron
94 Norma St
Belen, NM 87002

Fed. I.D. #: 068343668

PHONE: 505 864-2833 FAX: 505 864-0653
EMAIL: gferon@comcast.net

LAND PURCHASE AGREEMENT

THIS AGREEMENT is made by and between the **County of Valencia** ("Valencia County") a political subdivision of the State of New Mexico and **Joan M. Artiaga** ("Purchaser"), as a single woman.

RECITALS:

- A. Valencia County is the owner of those certain tracts of land more particularly described as follows:
Lots numbered Four (4) & Five (5) in Block numbered Seven (7) of Sausalito Estates in Valencia County, New Mexico, as the same is shown and designated on the replat filed the 16th day of July 1979 in Book C Page 37 as approved by the Board of County Commissioners of Valencia County on June 4, 1979.
(Referred to as the Real Property)
- B. The real property owned by Valencia County has been appraised by a certified appraiser at a total value of \$13,500.00. See Exhibits A & B attached hereto.
- C. Article IX, Section 14 of the New Mexico Constitution, more commonly known as the Anti-Donation Clause, generally prohibits the disposition of county property for less than market value.
- D. NMSA 1978 Section 4-38-1 (1884) declares that the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners.
- E. NMSA 1978, Section 4-38-13 (1953) provides that board of county commissioners shall have power at any session to make such orders concerning the property belonging to the county as they may deem expedient.
- F. The Board of County Commissioners has made this written determination that the real property is not essential for the efficient operation of the County and that the citizens of Valencia County would be best served if the subject real property is sold for fair market value.
- G. NMSA 1978, Section 13-6-2 (B)(3) & (D) ordains that local public body may sell real property through the central purchasing office of the local public body by means of a negotiated sale to a private person so long as any sale of real property having a current resale value of more than five thousand dollars (\$5,000) if the sale is approved by the local government division of the department of finance and administration.

VALENCIA COUNTY AND THE PURCHASER AGREE AS FOLLOWS:

1. **Purchase Price.** The total purchase price to be paid by the Purchaser to County for the real property is \$13,500.00, payable in cash or immediately available funds at closing.

2. **Closing.**

A. **Date and Time of Closing.** The closing of the sale of the Property shall occur as soon as is reasonably possible after the execution of this Agreement subject to the conditions and contingencies described herein. The exact time and place of closing shall be determined by the mutual agreement of County and Purchaser. At the closing, County shall convey good and merchantable fee simple title to the Real Property to the Purchaser, free and clear of all liens and encumbrances except those liens permitted by this agreement, by the execution of a quitclaim deed and the Purchaser shall deliver \$13,500.00 to the County.

B. **Prorations and Closing Costs.** The County agrees to pay all property taxes and assessments, owed for the real property to the Valencia County Treasurer for 2009 and all prior years. Taxes and assessments for the year 2010 shall be prorated to the closing date. Recording fees for the quitclaim deed, shall be paid by the County.

C. **Possession.** Possession of the real estate shall be delivered to Purchaser at closing. The County Manager is hereby authorized to execute and deliver a quitclaim deed herein described to the Purchaser at closing pursuant to the terms of this Agreement.

4. **Contingencies & Conditions.** This Agreement is expressly conditioned upon the approval by the New Mexico Department of Finance and Administration.

5. **Extensions of Deadlines.** In the event any matter required to be done or completed within a specified time according to this agreement is not done or completed within the time specified, but may done or completed within a reasonable time after the specified deadline, Purchaser and County agree that they will negotiate in good faith to extend the appropriate deadline so that the matter may be timely done or completed and the Board of County Commissioners expressly delegates its authority to extend the deadline to the Valencia County Manager.

6. **Enforcement. Failure to Close.** If either party fails to close the sale of the property in violation of the terms of this Agreement, the other party may only pursue the remedy of specific performance and there shall be no prevailing party attorney fees.

7. **Time is of the Essence.** Time is of the essence with respect to this transaction.

8. **Binding Effect.** Upon the execution of this Agreement, the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or mailed to Purchaser or the County, as the case may be, postage pre-paid and by certified mail, return receipt requested, at their respective addresses shown below (or at such other address as Sellers or the County may specify to the other party in writing from time to time):

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

PURCHASER: Joan M. Artiaga
22 Palomar Place
Belen, NM 87002

10. **Risk of Loss.** In the event of damage or destruction of all or part of the Property prior to the time of closing, then the County shall be obligated to repair the same before the closing date. In the event that any such damage is not repaired prior to the closing date the Purchaser may terminate this Agreement, whereupon neither party shall have any further claim against the other by reason of this agreement.

11. **Entire Agreement.** This instrument constitutes the entire Agreement between County and Purchaser and there are no agreements, understandings, warranties or representations between County and Purchaser except as set forth or provided for in this instrument. All prior agreements, understandings and writings are merged into this agreement. This agreement may not be amended except by a written instrument signed by the party to be charged or bound by the amendment.

12. **Incorporation of Recitals.** The above recitals are incorporated by reference, as if the same were fully set forth herein.


13. **Execution of Agreement.** Purchaser must execute this Agreement and deliver the executed Agreement to County on or before February 15, 2010 in order for this Agreement to be binding.

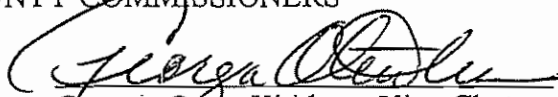
IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by the Department of Finance and Administration and the New Mexico Board of Finance.


SELLER:

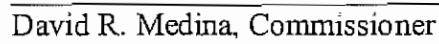
APPROVED, ADOPTED, AND PASSED on this 20th day of January 2010.


BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V


Georgia Otero-Kirkham, Vice-Chair
District II

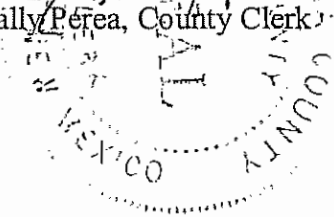

Pedro G. Rael, Commissioner
District I


David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk



PURCHASER:

Joan M. Artiga

[illegible]

The forgoing instrument was acknowledges before me this _____ day of _____, 2010 by Joan M. Artiaga.

Notary Public

My Commission Expires:

New Mexico Board of Finance:

By: _____

Date: _____

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Department of Finance and Administration:

By: _____

Date: _____



VALENCIA COUNTY
Board of County Commissioners

Agenda Request Form

Department Head: Eric Zamora

Individual Making Request: Lina Benavidez

Presentation at Meeting on: January 6, 2009

Date Submitted: December 28, 2009

Title of Request: Consideration of approval for a Request for Bid (RFB 653) Infrastructure Construction & paving

Action Requested of Commission:

Approve a Request for Bid (RFB) for Infrastructure Construction and Paving

Information Background and Rationale

Request for Bid is to hire an on call contractor to do infrastructure Construction and paving improvements to County Maintained roads. The following Bids were submitted on December 8, 2009 below are the vendors that submitted and their total bid per Bid Lot 1 and Bid Lot 2: The County would like to use multiple vendors:

- | | |
|------------------------------|-------------------|
| 1. Albuquerque Asphalt, Inc. | \$ 1, 590, 805.45 |
| 2. TLC Plumbing & Utility | \$ 1, 671, 085.00 |
| 3. Home Pro, Inc. | \$ 1, 973, 774.00 |
| 4. Altor Construction Inc. | \$ 2, 457, 863.75 |

What is the Financial Impact of this Request?

Paving projects will be on as need basis and the road project funds have a projected funding through CAP, CO-OP, SB and Legislative funding.

Legal: NMSA Section 13-1-108 requires that the lowest bidder be accepted. I do not think it is possible to accept multiple providers if they additional providers are not equal to the lowest bid.

Finance: The County will use funding sources from Legislative, CAP, School Bus, CO-Op and any additional funding sources for paving roads.

Business Manager: This will allow the County to utilize a company when needed without the delays attributed to the bidding process.

EXHIBIT H

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03332

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2008, Chapter 92, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

08-L-G-4548 \$10,000.00 PROJECT EXPIRATION DATE: 30-JUN-10

Laws of 2008, Chapter 92, Section 59, Paragraph 510, Ten Thousand Dollars (\$10,000.00) to purchase an air fill system for the Rio Grande Estates fire department in Valencia county

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceeding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes specified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

**ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT;
TERMINATION FOR CAUSE, EARLY TERMINATION**

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on **29-AUG-10**, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving

Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Ten Thousand dollars (\$10,000.00);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.
2. Each Request for Payment must contain proof of payment in the form of a notarized certification

from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.
3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.
4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.
2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.

C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

ARTICLE VIII - SURPLUS FUNDS

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: <u>Wilma Abril</u>	Title: <u>Administrator</u>
Address: <u>P.O. Box 1119</u>	Email: _____
<u>Los Lunas, NM 87031</u>	Telephone: <u>575-866-2003</u>
	FAX: <u>575-866-2424</u>

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City’s] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Division.

GRANTEE

Donald Hollidy
Signature of Official with Authority to Bind Grantee

By: Donald Hollidy
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-20-2010
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Robert Apodaca
It's: Director

Date

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number:

Reporting Period:

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # Vendor

Contract Amount Date executed Termination

B. Project Phase

☐

Bonds Sold

☐

Plan/Design

☐

Bid documents

☐

Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount:

Expended to date:

Project Balance:

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03332

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STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable
City _____ State _____ Zip _____
C. Phone No.: () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____

My commission expires _____

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____

My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer _____ Date _____

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager _____ Date _____

I certify that the Local Government records and related appropriation laws agree with the above submitted information

Grant Agreement No. 03332

BOOK 068

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03333

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2008, Chapter 92, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

08-L-G-4549 \$4,908.58 PROJECT EXPIRATION DATE: 30-JUN-10
Laws of 2008, Chapter 92, Section 59, Paragraph 511, Four Thousand Nine Hundred Eight Dollars (\$4,908.58) to purchase an extrication system for the Rio Grande Estates fire department in Valencia county

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes specified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT, TERMINATION FOR CAUSE, EARLY TERMINATION

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on **29-AUG-10**, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, whichever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Four Thousand Nine Hundred Eight dollars (\$4,908.58);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.

2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.

3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.

4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.

2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

- B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.
- C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

ARTICLE VIII - SURPLUS FUNDS

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: <u>Wilma Abril</u>	Title: <u>Administrator</u>
Address: <u>P.O. Box 1119</u>	Email: _____
<u>Los Lunas, NM 87031</u>	Telephone: <u>575-866-2003</u>
	FAX: <u>575-866-2424</u>

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City's] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Division.

GRANTEE

Donald Holliday
Signature of Official with Authority to Bind Grantee

By: Donald Holliday
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-20-2010
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Robert Apodaca
It's: Director

Date

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number: _____

Reporting Period: _____

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # _____ Vendor _____

Contract Amount _____ Date executed _____ Termination _____

B. Project Phase

☐

Bonds Sold

☐

Plan/Design

☐

Bid documents

☐

Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount: _____

Expended to date: _____

Project Balance: _____

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03333

BOOK 068

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STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable

City State Zip
C. Phone No.: () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____,
Notary Public _____
My commission expires _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____,
Notary Public _____
My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer Date

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager Date

I certify that the Local Government records and related appropriation laws agree with the above submitted information

Grant Agreement No. 03333

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03334

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2008, Chapter 92, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

08-L-G-4550 \$43,000.00 PROJECT EXPIRATION DATE: 30-JUN-10

Laws of 2008, Chapter 92, Section 59, Paragraph 512, Forty-Three Thousand Dollars (\$43,000.00) to purchase an emergency generator for the Rio Grande Estates fire department in Valencia county

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes specified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT, TERMINATION FOR CAUSE, EARLY TERMINATION

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on **29-AUG-10**, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Forty-Three Thousand dollars (\$43,000.00);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.

2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.
3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.
4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.
2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

- B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.
- C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

ARTICLE VIII - SURPLUS FUNDS

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: <u>Wilma Abril</u>	Title: <u>Administrator</u>
Address: <u>P.O. Box 1119</u>	Email: _____
<u>Los Lunas, NM 87031</u>	Telephone: <u>575-866-2003</u>
	FAX: <u>575-866-2424</u>

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such: termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City’s] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number:

Reporting Period:

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # Vendor

Contract Amount Date executed Termination

B. Project Phase

☐

Bonds Sold

☐

Plan/Design

☐

Bid documents

☐

Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount:

Expended to date:

Project Balance:

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement; and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03334

STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable
City _____ State _____ Zip _____
C. Phone No.: () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____,
Notary Public _____
My commission expires _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____,
Notary Public _____
My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer _____ Date _____

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager _____ Date _____

I certify that the Local Government records and related appropriation laws agree with the above submitted information

Grant Agreement No. 03334

BOOK 068

PAGE 874

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03356

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2007, Chapter 334, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

07-L-A-6470 \$9,250.00 PROJECT EXPIRATION DATE: 30-JUN-11

Laws of 2007, Chapter 334, Section 5, Paragraph A, Nine Thousand Two Hundred Fifty Dollars (\$9,250.00) nine hundred twenty-five thousand dollars (\$925,000) to the thirteenth judicial district court in Subsection 3 of Section 52 of Chapter 42 of Laws 2007 to equip and furnish the courthouse for the thirteenth judicial district in Los Lunas in Valencia county is appropriated to the local government division and may include completing construction of that facility;

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceeding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes sspecified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

Grant Agreement No. 03356

Page 1 of 10

BOOK 068

PAGE 875

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT, TERMINATION FOR CAUSE, EARLY TERMINATION

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on 29-AUG-11, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Nine Thousand Two Hundred Fifty dollars (\$9,250.00);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.
2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.

3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.

4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.

2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

- B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.
- C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

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If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: <u>Wilma Abril</u>	Title: <u>Administrator</u>
Address: <u>P.O. Box 1119</u>	Email: _____
<u>Los Lunas, NM 87031</u>	Telephone: <u>575-866-2003</u>
	FAX: <u>575-866-2424</u>

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

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The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City's] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

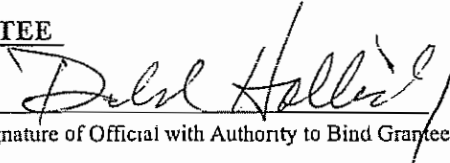
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Division.

GRANTEE


Signature of Official with Authority to Bind Grantee

By: Donald Holliday
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-20-2010
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Robert Apodaca
It's: Director

Date

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # _____ Vendor _____

Contract Amount _____ Date executed _____ Termination _____

B. Project Phase

☐ Bonds Sold ☐ Plan/Design ☐ Bid documents ☐ Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount: _____

Expended to date: _____

Project Balance: _____

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03356

**STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"**

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable

City _____ State _____ Zip _____
C. Phone No.: _____ () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____
My commission expires _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____
My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer _____ **Date** _____

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager _____ **Date** _____

I certify that the Local Government records and related appropriation laws agree with the above submitted information

Grant Agreement No. 03356

BOOK 068

PAGE 884

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
GF FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03320

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2007, Chapter 42, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

07-L-5640 \$28,395.46 PROJECT EXPIRATION DATE: 30-JUN-11
Laws of 2007, Chapter 42, Section 68, Paragraph 771, Twenty-Eight Thousand Three Hundred Ninety-Five Dollars (\$28,395.46) to construct, renovate, equip and furnish the Jarales community center and the sheriff substation, including exterior site improvements, in Valencia county

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceeding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes sspecified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

**ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT,
TERMINATION FOR CAUSE, EARLY TERMINATION**

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on **29-AUG-11**, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed Twenty-Eight Thousand Three Hundred Ninety-Five dollars (\$28,395.46);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.

2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.

3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.

4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.

2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

- B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.
- C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

ARTICLE VIII - SURPLUS FUNDS

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

ARTICLE IX - LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE X - GRANTEE REPRESENTATIVE

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

Name: <u>Wilma Abril</u>	Title: <u>Administrator</u>
Address: <u>P.O. Box 1119</u>	Email: _____
<u>Los Lunas, NM 87031</u>	Telephone: <u>575-866-2003</u>
	FAX: <u>575-866-2424</u>

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XIII – GRANTEE'S VIOLATION OF THIS AGREEMENT

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City’s] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

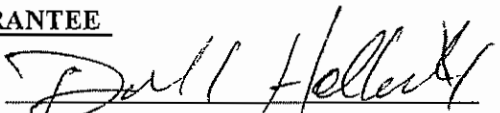
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Division.

GRANTEE


Signature of Official with Authority to Bind Grantee

By: Donald Holladay
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-20-2010
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Robert Apodaca
It's: Director

Date

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number: _____

Reporting Period: _____

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # _____ Vendor _____

Contract Amount _____ Date executed _____ Termination _____

B. Project Phase

☐ Bonds Sold ☐ Plan/Design ☐ Bid documents ☐ Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount: _____

Expended to date: _____

Project Balance: _____

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03320

STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable

City _____ State _____ Zip _____
C. Phone No.: _____ () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____, _____

Notary Public _____
My commission expires _____

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____
day of _____, _____

Notary Public _____
My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer _____ Date _____
I certify that the Local Government financial and vendor file
information agree with the above submitted information

Division Project Manager _____ Date _____
I certify that the Local Government records and related
appropriation laws agree with the above submitted information

Grant Agreement No. 03320

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
STB FUND APPROPRIATION PROJECT

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03330

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the Division or DFA, and Valencia County, hereinafter called the Grantee.

RECITALS

WHEREAS, in the Laws of 2005, Chapter 347, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

WHEREAS, the Division desires to grant to Grantee, and the Grantee desires to accept the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I - IMPLEMENTATION OF PROJECTS

A. The project that is subject to this agreement is described as follows:

05-L-396 \$148,500.00 PROJECT EXPIRATION DATE: 30-JUN-10

Laws of 2005, Chapter 347, Section 16, Paragraph 188, One Hundred Forty-Eight Thousand Five Hundred Dollars (\$148,500.00) to plan, design and construct the El Cerro Fire Station in Valencia County

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the preceeding sentence is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Division concerning the Project, including, but not limited to, requests for payment and reports.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the project, including all Project overruns.

C. The permissible purposes listed in the Project Description are intended to be identical to the corresponding appropriation in law. In the event of a conflict between the permissible purposes in the Project Description and the actual language of the appropriation in Law, the Language of the appropriation in law shall control.

D. Project funds shall not be used for purposes other than those permissible purposes specified in the Project Description.

E. If Project funds are insufficient to meet all of the permissible purposes included in the Project Description, Project funds may be expended for any portion of the specified permissible purposes, to the extent allowed by applicable law.

F. Unless specifically allowed by law, project funds cannot be used to reimburse Grantee for indirect project costs.

ARTICLE II - REVERSION DATE; TERM AND TERMINATION DATE OF AGREEMENT, TERMINATION FOR CAUSE, EARLY TERMINATION

A. Reversion Date: Applicable law establishes a date by which Project funds must be expended by Grantee, which date is referred to throughout the remainder of this Agreement as the Reversion Date. The Project Description contains the Division's estimate of the Project's Reversion Date. In the event of a conflict between the Division's estimated Reversion Date and the Reversion Date specified by law, the Reversion Date specified by law shall control.

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on 29-AUG-10, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date , unless terminated soon

C. Termination for Cause: In addition to termination as provided in Article XIV, Appropriations, - and Article II(D), Early Termination for Convenience, DFA has the right to terminate this Agreement if, in the judgment of DFA, the terms of the Agreement have been violated, including, but not limited to, if DFA deems that the Project is not progressing satisfactorily. Any termination must be in writing. Termination for Cause, shall be effective fourteen (14) days after Grantee's receipt of the written notice of termination or such later date (if any) set forth in the termination notice.

D. Early Termination for Convenience: Except as provided in Article XIV, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.

E. Liability in the Event of Early Termination. In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:

- i) incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
- ii) incurred on or before the termination date and the reversion date;
- iii) for permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
- iv) the subject of a request for payment properly and timely submitted in accordance with Article V of this Agreement.

By way of emphasis, Grantee acknowledges and agrees that, in the event of Early Termination prior to the Termination Date, the Division shall have no obligation to reimburse Grantee for any expenditure incurred under a contract that was entered into or executed after the issuance of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination.

ARTICLE III - AMENDMENT

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

B. The Project Descriptions shall be amended to correct any discrepancy between the Project Description and the corresponding appropriation in law or in the event the Legislature reauthorizes or otherwise amends the corresponding appropriation in law.

ARTICLE IV - REPORTS

A. Periodic Reports.

1. In order that the Division may adequately monitor Project activity, the Grantee shall submit to the Division Periodic Reports for the Project. Periodic Reports shall be submitted on a form proscribed by the Division and contain such information as the Division may from time to time require. The initial Periodic and Final Report form is attached hereto as Exhibit B. The Division shall provide the Grantee with a minimum of ninety (90) days advance written notice of any change to the Periodic Report format or content.

2. The Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Division and ending upon the submission of a Final Report for the Project. The Division may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of ninety (90) days advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Final Report. The Grantee shall submit to the Division a Final Report for the Project. The Final Report shall be submitted on a form provided by the Division and contain such information as the Division may from time to time require. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted with the final payment request for the Project or within 30 days after the Project's Reversion Date, which ever first occurs.

C. Paperless Reporting. In lieu of the paper reports described in subparagraphs A and B of this Article, the Division may, in its discretion, require Grantee to report periodic and final Project activity by entering such Project information as the Division may from time to time require directly into a database maintained by the Division. The Division shall give Grantee a minimum of ninety (90) days advance, written notice of the switch to or from paperless reporting. The Division shall also give Grantee a minimum of ninety (90) days advance written notice of any changes to the information the Grantee is required to report on a paperless basis.

D. Requests for Additional Information/Project Inspection. At any time during the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VII, the Division may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this article.

ARTICLE V - PAYMENT PROCEDURES AND DEADLINES

A. The Division shall reimburse Grantee for qualifying Project expenditures in a total not to exceed One Hundred Forty-Eight Thousand Five Hundred dollars (**\$148,500.00**);

B. The Grantee shall request payment by submitting a Request for Payment in such format and containing such information as the Division from time to time may require. The initial Request for Payment form is annexed hereto as Exhibit C. The Division shall provide Grantee with a minimum of ninety (90) days advance, written notice of any change to the Final Report format or content. Payment requests are subject to the following

1. The Grantee must submit one original and two copies of each Request for Payment.

2. Each Request for Payment must contain proof of payment in the form of a notarized certification from an authorized signatory that the expenditures are valid or actual receipts.

The Grantees failure to abide by these rules may result in the denial of its payment requests or delay their processing.

C. The Project's funds must be expended by the Reversion Date for the Project. It is not sufficient to encumber Project funds by the Project's Reversion Date.

D. Grantee must submit payment requests for all outstanding expenditures no later than the earlier of (i) 25 days after the end of the fiscal year in which Grantee incurred the expenditure or (ii) 25 days after the date of early termination pursuant to Article II or Article XIV of this Agreement or (iii) 25 days after the Termination Date pursuant to Article II(B) of this Agreement. By way of emphasis and example, regardless of the Project's Reversion Date and assuming no Early Termination for Convenience or early Termination for Cause or termination due to non-appropriation, Grantee must submit to the Division Request(s) for Payment for all expenditures incurred in fiscal year 2010 by July 25, 2010. The Division shall revert to the appropriate fund funds unexpended as of the Reversion Date and those for which a timely payment request has not been made.

E. The Division has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the payment request are for valid permissible purposes within the Project Description and that the expenditures and the Grantee are otherwise in compliance with all the terms and conditions of this Agreement. The Division's ability to reject payment requests is in addition to, and not in lieu of, any other legal or equitable remedy available to the Division due to Grantee's violation of this Agreement.

ARTICLE VI - PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

1. The Project's funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

2. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called Anti-Donation Clause.

3. No member, officer, or employee of the Grantee (or its designees or its agents), no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in any contract or subcontract for work to be performed on the Project. The Grantee shall incorporate this or a substantively identical provision into all contracts or subcontracts involving the expenditure of the Project's funds.

4. The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Division's express, advance, written approval.

B. The grantee hereby represents and warrants that:

1. It has the legal authority to receive and expend the Project's funds.

2. This agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

3. This Agreement and the Grantee's obligations hereunder do not conflict with any law applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

4. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and reversion date is consistent with the underlying appropriation in law.

ARTICLE VII - STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. For a period of six (6) years following a Project's completion, the Grantee shall maintain all project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Division shall prescribe.

B. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds.

C. The Grantee shall make all project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request.

If, upon the reversion date for a Project or the early termination date of this Agreement, whichever is earlier, any surplus Project funds for a Project are possessed by the Grantee, the Grantee shall return such surplus funds to the Division for disposition in accordance with law.

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 immunities and limitations of the New Mexico Tort Claims Act.

The Grantee hereby designates the person listed below as its official representative concerning all matters related to this Agreement:

The Grantee agrees that the Division may send all notices, decisions, or other matters related to this Agreement to the above named person by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given/received upon the date of Grantee's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given/received on the date reflected on the delivery receipt of email.

The Grantee agrees to abide by all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

In the event that the Division determines that Grantee violated this Agreement, the Division shall notify Grantee of its determination in writing. The Division may, but shall not be obligated to, require the Grantee to develop and implement a corrective action plan to remedy the violation(s). Such corrective action plan must be approved by the Division and be signed by the Grantee. Alternatively, or if the Grantee fails to develop and implement a Division-approved corrective action plan, the Division may require the Grantee to repay the Division all funds provided to the Grantee for the Project as to which the violation(s) relate. This is in addition to, and not in lieu of, any other equitable or legal remedy available to the Division for Grantee's breach of this Agreement.

ARTICLE XIV – APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Division may *immediately* terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City’s] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

ARTICLE XVI – SEVERANCE TAX BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from DFA. Prior to the execution of this Agreement, the Division provided Grantee with copies of all conditions imposed on the Project by the BOF of which the Division was aware. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF Division staff what (if any) conditions are currently imposed on the Project; (ii) the Division’s failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to DFA funds subject to the condition(s); (vi) DFA’s obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied; and (vii) that all then current BOF conditions must be satisfied by the Reversion Date for the Project in order for Grantee to be reimbursed for eligible expenditures for which it has not been previously reimbursed.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF’s Bond Project Disbursements rule, NMAC 2.61.6, as such may be amended or re-codified from time to time.

THIS SPACE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Division.

GRANTEE


Signature of Official with Authority to Bind Grantee

By: Donald Holliday
(Type or Print Name)

Its: Chairman
(Type or Print Title)

1-20-2010
(Date)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Robert Apodaca
It's: Director

Date

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STATE OF NEW MEXICO
SPECIAL APPROPRIATION PROJECTS
Periodic/Final Report Form
EXHIBIT "B"

☐

PERIODIC REPORT

☐

FINAL REPORT

(Complete one report form for each project included in the Agreement)

Grantee: Valencia County

Project Number: _____

Reporting Period: _____

1. Please provide a detailed status report of project referenced above.

A. Contracts (provide contract #, vendor name, dates entered and termination)

Contract # _____ Vendor _____

Contract Amount _____ Date executed _____ Termination _____

B. Project Phase

☐ Bonds Sold ☐ Plan/Design ☐ Bid documents ☐ Construction phase

(provide anticipated date of commencement and completion for each phase)

1. Please provide a detailed status of the project and what phase the project is in

2. Project Amount: _____

Expended to date: _____

Project Balance: _____

☐

PERIODIC REPORT

I hereby certify that the aforementioned Special Appropriations Project Funds are being expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

☐

FINAL REPORT

I hereby certify that the aforementioned Special Appropriations project funds have been completed and funds were expended in accordance with the Project description (Exhibit "A") of the Grant Agreement, and in compliance with all other applicable state statutory and regulatory requirements.

Name/Title

Date

Grant Agreement No. 03330

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**STATE OF NEW MEXICO
SPECIAL APPROPRIATIONS PROJECTS
Request for Payment Form
EXHIBIT "C"**

I. Grantee Information

A. Grantee: _____
B. Address: _____
Complete mailing, including Suite, if Applicable
City _____ State _____ Zip _____
C. Phone No.: () _____
D. Project No.: _____
E. Project Title: _____
F. Reversion Date: _____

II. Payment Computation

A. Project Amount: _____
B. AIPP Amount (If Applicable): _____
C. Funds Received to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. ☐ General Fund ☐ STB (Attach Wire if 1st draw)
G. Payment Request No. _____

III. Report Period Ending: _____

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

/s/ _____
Grantee Fiscal Officer

/s/ _____
Grantee Representative

Printed Name _____
Date: _____

Printed Name _____
Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____

My commission expires _____

SWORN TO AND SUBSCRIBED

before me on this _____
day of _____, _____

Notary Public _____

My commission expires _____

(DFA/Local Government Division Use Only)

Vendor Code _____

Fund No. _____

Loc No. _____

Division Fiscal Officer

Date

I certify that the Local Government financial and vendor file information agree with the above submitted information

Division Project Manager

Date

I certify that the Local Government records and related appropriation laws agree with the above submitted information

Grant Agreement No. 03330

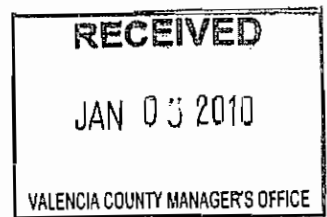
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State of New Mexico
OFFICE OF THE STATE AUDITOR

Hector H. Balderas
State Auditor



Carla C. Martinez
Deputy State Auditor

January 5, 2010

SAO Ref. No. 5032

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

SUBJECT: Audit Report—Valencia County—2008-2009 Fiscal Year—Prepared by Accounting & Consulting Group, LLP

The audit report for your agency was received by the Office of the State Auditor (Office) on November 15, 2009. The State Auditor's review of the audit report required by Section 12-6-14 (D) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the independent public accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA will deliver the specified number of copies of the audit to the agency.

Per Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this letter. Once the five day waiting period has passed, the audit report shall be:

- released by the Office of the State Auditor to the Legislative Finance Committee, and the Department of Finance and Administration; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, for approval, per Section 2.2.2.10.J.(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The independent public accountant's findings and comments are included in the audit report on pages 143 - 152. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

HECTOR H. BALDERAS
STATE AUDITOR

EXHIBIT 1

cc: Legislative Finance Committee
Department of Finance and Administration-
Local Government Division
Accounting & Consulting Group, LLP

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2540 Camino Edward Ortiz, Suite A, Santa Fe, New Mexico 87507
Toll Free 1-800-432-5517
Local (505) 476-3800 • Fax (505) 827-3512

SEE File
for Audit
REPORT

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONER
RESOLUTION NO. 2010-07

SUBJECT: Revisions to 2009/2010 Budget - Inter & Intra Budget Transfer

WHEREAS, the Board of Valencia County Commissioners, meeting in regular session, did determine to make the following Mid Year Inter & Intra Budget Transfers.

NOW THEREFORE, LET IT BE RESOLVED that the Board of Valencia County Commissioners, requests DFA approval for the attached revision.

General Fund:

Legal

To:	Full Time Salaries	401-AI-2002	\$ 1,100.00
	PERA	401-AI-2063	\$ 100.00
	Medicare	401-AI-2064	\$ 20.00
	Group Insurance	401-AI-2065	\$ 100.00
	Worker's Compensation	401-AI-2066	\$ 100.00
	Professional Services	401-AI-2100	\$ 3,000.00
Total			\$ 4,420

From:	Full Time Salaries	401-06-2002	\$ (4,420)
Total			\$ (4,420)

Business Manager

To:	Medicare	401-A2-2064	\$ 3,000
	Worker's Compensation	401-A2-2066	\$ 400
Total			\$ 3,400

From:	Salaries	401-A2-2002	\$ (3,400)
Total			\$ (3,400)

Finance

To:	Postage	401-A3-2006	\$ 500
	Equipment Maint & Repair	401-A3-2012	\$ 2,400
	Lease Purchase	401-A3-2029	\$ 5,500
	Supplies	401-A3-2056	\$ 2,000
	PERA	401-A3-2063	\$ 300
	Worker's Compensation	401-A3-2066	\$ 1,200
	Professional Services	401-A3-2100	\$ 200
Total			\$ 12,100

From:	Full Time Salaries	401-08-2002	\$ (12,100)
			\$ (12,100)

EXHIBIT J

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Human Resources

To:	Postage	40I-A4-2006	\$	1,000
	Supplies	40I-A4-2056	\$	300
	Group Insurance	40I-A4-2065	\$	200
	Worker's Compensation	40I-A4-2066	\$	100
Total			\$	1,600

From:	Recruitment	40I-A4-2022	\$	(1,600)
			\$	(1,600)

County Commission

To:	Elected Official's Salaries	40I-01-2001	\$	10
	Equipment Maint & Repair	40I-01-2012	\$	3,000
	Worker's Compensation	40I-01-2066	\$	300
	Unemployment Insurance	40I-01-2126	\$	14,000
Total			\$	17,310

From:	Mileage & Per Diem	40I-01-2010	\$	(5,000)
	Training	40I-01-2177	\$	(2,000)
	Court Settlements	40I-01-2189	\$	(10,310)
Total			\$	(17,310)

Manager

To:	Full Time Salaries	40I-02-2002	\$	2,600
	Temporary Salaries	40I-02-2004	\$	1,000
	Telephone	40I-02-2007	\$	2,000
	Supplies	40I-02-2056	\$	1,000
	Medicare	40I-02-2064	\$	200
	Group Insurance	40I-02-2065	\$	200
	Worker's Compensation	40I-02-2066	\$	200
Total			\$	7,200

From:	Lease Purchase	40I-02-2029	\$	(7,200)
Total			\$	(7,200)

Clerk

To:	PERA	40I-04-2063	\$	1,000
	Worker's Compensation	40I-04-2066	\$	200
	Retiree Health Care	40I-04-2184	\$	200
Total			\$	1,400

From:	Full Time Salaries	40I-04-2012	\$	(1,400)
Total			\$	(1,400)

BOE			
To:	Full Time Salaries	401-05-2002	\$ 21,500
	PERA	401-05-2063	\$ 1,200
	Group Insurance	401-05-2065	\$ 6,400
	Worker's Compensation	401-05-2066	\$ 300
	Professional Services	401-05-2100	\$ 200
	Retiree Health Care	401-05-2184	\$ 200
Total			\$ 29,800
From:	Full Time Salaries	401-04-2002	\$ (19,000)
	Telephone	401-04-2007	\$ (5,000)
	Car Expense	401-04-2011	\$ (2,000)
	Supplies	401-04-2056	\$ (3,800)
Total			\$ (29,800)
County Assessor			
To:	Car Expense	401-06-2011	\$ 1,000
	PERA	401-06-2063	\$ 1,100
	Group Insurance	401-06-2065	\$ 1,500
	Worker's Compensation	401-06-2066	\$ 1,000
	Professional Services	401-06-2100	\$ 100
	Computer Software	401-06-2131	\$ 2,000
	Retiree Health Care	401-06-2184	\$ 200
Total			\$ 6,900
From:	Full Time Salaries	401-06-2002	\$ (6,900)
Total			\$ (6,900)
County Treasurer			
To:	Mileage & Per Diem	401-07-2010	\$ 1,000
	Equipment Maint & Repair	401-07-2012	\$ 3,500
	Medicare	401-07-2064	\$ 200
	Worker's Compensation	401-07-2066	\$ 300
	Training	401-07-2177	\$ 200
Total			\$ 5,200
From:	Professional Services	401-07-2100	\$ (5,200)
Total			\$ (5,200)
Law Enforcement			
To:	Medicare	401-08-2064	\$ 5,000
	Worker's Compensation	401-08-2066	\$ 2,000
Total			\$ 7,000
From:	Full Time Salaries	401-08-2002	\$ (7,000)
Total			\$ (7,000)

Animal Control

To:	Full Time Salaries	401-09-2002	\$	5,000
	Overtime Salaries	401-09-2005	\$	3,500
	Telephone	401-09-2007	\$	2,000
	Printing & Publishing	401-09-2008	\$	2,000
	Group Insurance	401-09-2065	\$	7,500
	Worker's Compensation	401-09-2066	\$	300
Total			\$	20,300

From:	Full Time Salaries	401-08-2002	\$	(20,300)
Total			\$	(20,300)

Building Inspectors

To:	Telephone	401-10-2007	\$	2,500
Total	Worker's Compensation	401-10-2066	\$	200
	Retiree Health Care	401-10-2184	\$	100
			\$	2,800

From:	Full Time Salaries	401-08-2002	\$	(2,800)
Total			\$	(2,800)

Probate Judge

To:	Worker's Compensation	401-13-2066	\$	50
	Retiree Health Care	401-13-2184	\$	200
Total			\$	250

From:	Mileage & Per Diem	401-13-2010	\$	(250)
Total			\$	(250)

Information Technology

To:	Postage	401-15-2006	\$	1,300
	Equipment Maint & Repair	401-15-2012	\$	2,000
	Membership Dues	401-15-2052	\$	300
	Worker's Compensation	401-15-2066	\$	100
	Communications	401-15-2081	\$	15,000
	Computer Software	401-15-2131	\$	2,000
Total			\$	20,700

From:	Telephone	401-15-2007	\$	(10,000)
	Supplies	401-15-2056	\$	(10,700)
Total			\$	(20,700)

Code Enforcement

To:	Full Time Salaries	401-16-2002	\$	1,400
	Telephone	401-16-2007	\$	3,500
	Worker's Compensation	401-16-2066	\$	200
	Subscriptions	401-16-2197	\$	200
Total			\$	5,300

From:	Car Expense	401-16-2011	\$	(3,400)
	Capital Outlay	401-16-2028	\$	(1,900)
Total			\$	(5,300)

Emergency Services Fire/Rescue

To:	Full Time Salaries	401-17-2002	\$	1,800
	Overtime Salaries	401-17-2005	\$	3,000
	Worker's Compensation	401-17-2066	\$	1,300
Total			\$	6,100

From:	Group Insurance	401-17-2065	\$	(5,100)
	Unemployment Insurance	401-17-2126	\$	(1,000)
Total			\$	(6,100)

Public Works

To:		402-20-2006	\$	200
	Telephone	402-20-2007	\$	8,400
	Computer Software	402-20-2131	\$	500
	Safety Equipment	402-20-2171	\$	1,000
			\$	10,100

From:	Group Insurance	402-20-2065	\$	(10,100)
Total			\$	(10,100)

Fleet Maintenance

To:	Full Time Salaries	402-91-2002	\$	4,200
	PERA	402-91-2063	\$	500
	Medicare	402-91-2064	\$	50
	Worker's Compensation	402-91-2066	\$	200
Total			\$	4,950

From:	Unemployment Insurance	402-91-2126	\$	(1,000)
	Computer Services	402-91-2131	\$	(3,950)
Total			\$	(4,950)

Planning & Zoning

Equipment Maint & Repair	402-98-2012	\$	3,000
Equipment	402-98-2058	\$	3,250
Worker's Compensation	402-98-2066	\$	200
Total		\$	6,450

From:	Full Time Salaries	402-98-2002	\$	(6,450)
Total			\$	(6,450)

Building & Parks

To:	Temporary Salaries	402-99-2004	\$	5,000
	Telephone	402-99-2007	\$	6,300
Total			\$	11,300

From:	Supplies	402-99-2056	\$	(11,300)
Total			\$	(11,300)

Juvenile Detention

To:	Telephone	408-68-2007	\$	600
	Lease Purchase	408-68-2029	\$	600
	Supplies	408-68-2056	\$	900
	Worker's Compensation	408-68-2066	\$	50
	Professional Services	408-68-2100	\$	13,608
Total			\$	15,758

From:	Printing & Publishing	408-68-2008	\$	(552)
	Mileage & Per Diem	408-68-2010	\$	(700)
	Membership Dues	408-68-2052	\$	(300)
	Training	408-68-2171	\$	(900)
	Lease Purchase	408-68-2029	\$	(13,306)
Total			\$	(15,758)

Fire Protection

Administrative

To:	Telephone	416-17-2007	\$	500
	Car Expense	416-17-2011	\$	2,000
	Utilities	416-17-2025	\$	1,000
	Supplies	416-17-2056	\$	200
	Equipment	416-17-2058	\$	5,200
	Professional Services	416-17-2100	\$	5,300
	Uniforms	416-17-2127	\$	5,000
Total			\$	19,200

From:	Repairs to Buildings	416-17-2023	\$	(1,500)
	Capital Outlay	416-17-2028	\$	(11,000)
	Furniture & Fixtures	416-17-2031	\$	(1,250)
	Safety Equipment	416-17-2171	\$	(5,450)
Total			\$	(19,200)

Los Chavez FD			
To:	Car Expense	416-26-2011	\$ 2,000
	Repairs to Building	416-26-2023	\$ 900
	Utilities	416-26-2025	\$ 1,300
	Supplies	416-26-2056	\$ 500
	Worker's Compensation	416-26-2066	\$ 25
Total			\$ 4,725
From:	Equipment Maint & Repair	416-26-2012	\$ (1,000)
	Equipment	416-26-2058	\$ (1,000)
	Multi-Line Insurance	416-26-2073	\$ (1,000)
	Safety Equipment	416-26-2171	\$ (1,000)
	Training	416-26-2177	\$ (725)
			\$ (4,725)
Jarales/Pueblitos FD			
To:	Postage	416-27-2006	\$ 100
	Equipment Maint & Repair	416-27-2012	\$ 1,000
	Repairs to Building	416-27-2023	\$ 5,000
	Ground Maint & Improvements	416-27-2024	\$ 1,000
	Worker's Compensations	416-27-2066	\$ 50
	Communications	416-27-2081	\$ 1,000
Total			\$ 8,150
From:	Equipment	416-27-2058	\$ (8,150)
Total			\$ (8,150)
Rio Grande Estates FD			
To:	Car Expense	416-28-2011	\$ 5,000
	Supplies	416-28-2056	\$ 2,000
	Utilities	416-28-2025	\$ 1,700
	Worker's Compensation	416-28-2066	\$ 5
Total			\$ 8,705
From:	Equipment	416-28-2058	\$ (8,705)
Total			\$ (8,705)
Tome/Adelino FD			
To:	Car Expense	416-29-2011	\$ 8,000
Total			\$ 8,000
From:	Equipment	416-29-2058	\$ (8,000)
			\$ (8,000)

Meadowlake FD

To:	Telephone	4I6-30-2007	\$	500
	Car Expense	4I6-30-2011	\$	4,500
	Equipment Maint & Repair	4I6-30-2012	\$	1,000
	Repairs to Building	4I6-30-2023	\$	1,500
	Supplies	4I6-30-2056	\$	500
Total			\$	8,000

From:				
Total	Equipment	4I6-30-2058	\$	(7,000)
	Uniforms	4I6-30-2127	\$	(1,000)
			\$	(8,000)

Valencia/ElCerro FD

To:	Telephone	4I6-32-2007	\$	200
	Repairs to Buildings	4I6-32-2023	\$	500
	Utilities	4I6-32-2025	\$	3,500
Total			\$	4,200

From:	Equipment	4I6-32-2058	\$	(4,200)
Total			\$	(4,200)

Manzano Vista FD

To:	Mileage & Per Diem	4I6-57-2010	\$	1,000
	Repairs to Building	4I6-57-2023	\$	1,000
	Supplies	4I6-57-2056	\$	8,000
	Worker's Compensation	4I6-57-2066	\$	20
	Professional Services	4I6-57-2100	\$	1,000
Total			\$	11,020

From:	Printing & Publishing	4I6-57-2008	\$	(1,000)
	Rental of Equipment	4I6-57-2013	\$	(1,000)
	Equipment	4I6-57-2058	\$	(9,020)
			\$	(11,020)

Highland Meadows FD

To:	Car Expense	4I6-61-2011	\$	1,000
	Equipment Maint & Repair	4I6-61-2012	\$	2,000
	Utilities	4I6-61-2025	\$	200
	Professional Services	4I6-61-2100	\$	1,000
Total			\$	4,200

From:	Equipment	4I6-61-2058	\$	(4,200)
Total			\$	(4,200)

EMS

Emergency Services Fire/ Rescue

To:	Supplies	417-17-2056	\$	1,000
	Professional Services	417-17-2100	\$	100
	Training	417-17-2177	\$	1,500
Total			\$	2,600

From:	Equipment	417-17-2058	\$	(2,600)
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Los Chavez FD

To:	Car Expense	417-17-2011	\$	2,750
Total			\$	2,750

From:	Supplies	417-17-2056	\$	(200)
	Equipment	417-17-2058	\$	(600)
	Professional Services	417-17-2100	\$	(100)
	Training	417-17-2177	\$	(1,850)
			\$	(2,750)

Jarales/Pueblitos FD

To:	Supplies	417-27-2056	\$	2,500
	Safety Equipment	417-27-2171	\$	500
Total			\$	3,000

From:	Equipment	417-27-2058	\$	(3,000)
Total			\$	(3,000)

Rio Grande Estates FD

To:	Training	417-28-2177	\$	1,500
Total			\$	1,500

From:	Equipment	417-28-2058	\$	(1,500)
Total			\$	(1,500)

Tome/Adelino FD

To:	Equipment	417-29-2058	\$	650
Total			\$	650

From:	Car Expense	417-29-2011	\$	(650)
Total			\$	(650)

Valencia-El Cerro FD

To:	Training	417-32-2177	\$	1,500
Total			\$	1,500

From:	Equipment	417-32-2058	\$	(1,500)
Total			\$	(1,500)

Manzano Vista FD

To:	Supplies	417-57-2056	\$	800
Total			\$	800

From:	Training	417-57-2177	\$	(800)
Total			\$	(800)

Valuation

To:	Telephone	420-33-2007	\$	1,500
	Worker's Compensation	420-33-2066	\$	250
	Computer Software	420-33-2131	\$	2,000
Total			\$	3,750

From:	Full Time Salaries	420-33-2002	\$	(3,750)
Total			\$	(3,750)

Adult Detention

To:	Overtime Salaries	422-85-2005	\$	18,000
	Postage	422-85-2006	\$	200
	Telephone	422-85-2007	\$	21,000
	Care of Inmates-Medical	422-85-2018	\$	76,000
	Ground Maint & Improvements	422-85-2024	\$	1,000
	Lease Purchase	422-85-2029	\$	1,000
	Membership Dues	422-85-2052	\$	100
	Equipment	422-85-2058	\$	1,000
	Group Insurance	422-85-2065	\$	4,000
Total			\$	122,300

From:	Full Time Salaries	422-85-2002	\$	(19,000)
	Utilities	422-85-2025	\$	(10,000)
	Supplies	422-85-2056	\$	(30,000)
	PERA	422-85-2063	\$	(20,000)
	Professional Services	422-85-2100	\$	(26,000)
	Liability	422-85-2065	\$	(17,300)
Total			\$	(122,300)

County Fire Protection
Administrative

To:	Car Expense	423-A5-2011	\$	4,000
	Medicare	423-A5-2064	\$	200
	Professional Services	423-A5-2100	\$	6,000
Total			\$	10,200

From:	Equipment Maint & Repair	423-A5-2012	\$	(5,000)
	Equipment	423-A5-2058	\$	(5,200)
Total			\$	(10,200)

Rio Grande Estates FD

To:	Car Expense	423-28-2011	\$ 1,500
	Equipment Maint & Repair	423-28-2012	\$ 6,000
	Supplies	423-28-2056	\$ 1,000
Total			\$ 8,500

From:	Equipment	423-28-2058	\$ (8,500)
Total			\$ (8,500)

Sick Leave

To:	PERA	425-35-2063	\$ 100
Total			\$ 100

From:	Sick Leave	425-35-2103	\$ (100)
Total			\$ (100)

EMS - GRT

To:	Medicare	426-52-2064	\$ 3,500
Total			\$ 3,500

From:	Full Time Salaries	426-52-2002	\$ (3,500)
Total			\$ (3,500)

Indigent

To:	Worker's Compensation	435-36-2066	\$ 100
Total			\$ 100

From:	Supplies	435-36-2056	\$ (100)
Total			\$ (100)

Solid Waste

To:	Overtime Salaries	446-39-2005	\$ 2,000
	Telephone	446-39-2007	\$ 1,500
	Rental of Equipment	446-39-2013	\$ 3,000
	Capital Outlay	446-39-2028	\$ 2,100
	Supplies	446-39-2056	\$ 4,000
	Computer Software	446-39-2131	\$ 2,000
Total			\$ 14,600

From:	Group Insurance	446-36-2002	\$ (14,600)
Total			\$ (14,600)

Correction Facility GRT

To:	Repairs to Bldg	458-48-2023	\$	10,000
	Capital Outlay	458-48-2028	\$	3,000
	Supplies	458-48-2056	\$	20,000
	Equipment	458-48-2058	\$	50,000
Total			\$	83,000

From:	Professional Services	458-48-2100	\$	(83,000)
Total			\$	(83,000)

Sheriff's GRT

	Telephone	462-65-2007	\$	20,000
	Rental of Equipment	462-65-2013	\$	5,000
	Utilities	462-65-2025	\$	1,000
	Supplies	462-65-2056	\$	15,000
	Equipment	462-65-2058	\$	8,000
	Professional Services	462-65-2100	\$	7,000
			\$	56,000

From:	Full Time Salaries	462-65-2002	\$	(30,000)
	PERA	462-65-2063	\$	(26,000)
Total			\$	(56,000)

Fire Excise GRT

To:	Medicare	464-70-2064	\$	12,000
Total			\$	12,000

From:	Professional Services	464-70-2100	\$	(12,000)
Total			\$	(12,000)

Title IIIB

To:	Temporary Salaries	493-80-2004	\$	1,000
	Mileage & Per Diem	493-80-2010	\$	200
	Utilities	493-80-2025	\$	3,000
	Group Insurance	493-80-2065	\$	500
	Worker's Compensation	493-80-2066	\$	100
	Professional Services	493-80-2100	\$	100
	Sick Leave	493-80-2103	\$	100
	Retiree Health Care	493-80-2184	\$	400
			\$	5,400

From:	Part Time Salaries	493-80-2003	\$	(2,400)
	Car Expense	493-80-2011	\$	(3,000)
Total			\$	(5,400)


Title C1			
To:	Temporary Salaries	495-82-2004	\$ 2,000
	Membership Dues	495-82-2052	\$ 2,500
	Sick Leave	495-82-2103	\$ 100
Total			<u>\$ 4,600</u>
From:	Part Time Salaries	495-82-2003	\$ (4,600)
Total			<u>\$ (4,600)</u>
Title C2			
To:	Postage	496-83-2006	\$ 200
	Printing & Publishing	496-83-2008	\$ 100
	Car Expense	496-83-2011	\$ 3,000
	Equipment Maint & Repair	493-83-2012	\$ 1,000
	Utilities	493-83-2025	\$ 6,000
	Sick Leave	493-83-2103	\$ 200
Total			<u>\$ 10,500</u>
From:	Part Time Salaries	493-83-2003	\$ (10,500)
Total			<u>\$ (10,500)</u>

495-82-2004
 495-82-2052
 495-82-2103
 495-82-2003
 496-83-2006
 496-83-2008
 496-83-2011
 493-83-2012
 493-83-2025
 493-83-2103

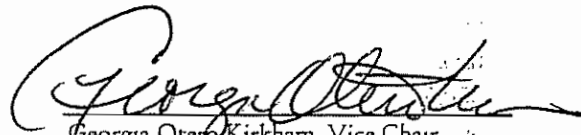
VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS

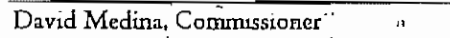
Done this 20th day of January, 2010


Donald E. Holliday, Chair
District V


Pedro R. Rael
District I, Commissioner


Ron Gentry
District IV, Commissioner


Georgia Otter Kirkham, Vice Chair
District II


David Medina, Commissioner
District III


Attest: Sally Perea, County Clerk

Sally

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

The attached computer printout lists all the checks issued by the Manager's Office on January 15, 2010 covering vendor bills processed on the above date. Check # 101871 thru Check # 102075 inclusive, for the total of \$ 1,706,938.72.

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:

Kenneth S. Lunge for Wilma Abril
Wilma Abril, Director of Finance

Done this 20th day of January, 2009.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Pedro G. Rael
Pedro G. Rael, Commissioner, Chair

Donald Holliday
Donald Holliday, Commissioner, Vice
Chair

David R. Medina
David R. Medina, Commissioner

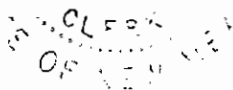
Ron Gentry
Ron Gentry, Commissioner

Georgia Otero-Birkham
Georgia Otero-Birkham, Commissioner

ATTEST

Sally Perea
Sally Perea, County Clerk

EXHIBIT K



BOOK 068

PAGE 921

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
01/15/2010 covering payroll process on the above date.

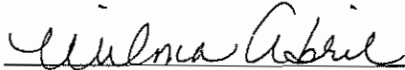
Direct Deposit Check # 13916 thru direct deposit check# 14094 inclusive.
Deduction Check# 101874 thru deduction check# 101911 inclusive.
Payroll Check # 86745 thru payroll check # 86849 inclusive.
Listing total \$ 368,769.57 Includes union members incentive checks.

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 Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

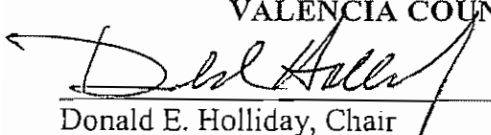
Recommended:




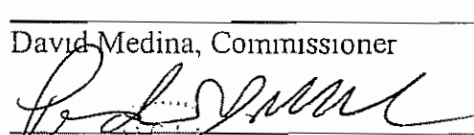
Wilma Abril, Finance Director

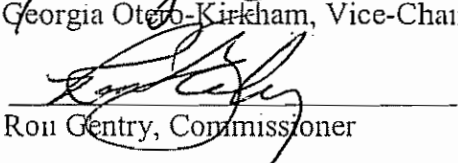
Done this 22st day of January, 2010

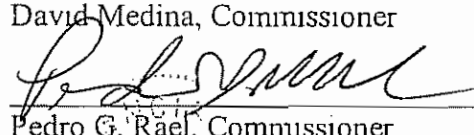
VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair


Georgia Otero-Kirkham, Vice-Chair


David Medina, Commissioner


Ron Gentry, Commissioner


Pedro G. Rael, Commissioner

ATTEST:

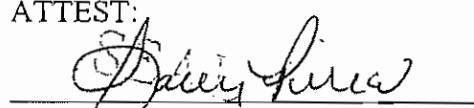
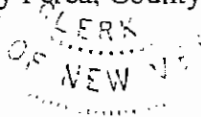

Sally Perea, County Clerk

EXHIBIT L



**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION 2010-08**

**PERMITTING BOARD MEMBERS TO PARTICIPATE IN MEETING OF
BOARD OF COUNTY COMMISSIONERS BY MEANS OF CONFERENCE
TELEPHONE OR OTHER SIMILAR COMMUNICATIONS EQUIPMENT**

WHEREAS, the Valencia County Commission met upon notice of meeting duly published on January 20, 2010 at 5:00 P.M. in the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87031; and,

WHEREAS, the Open Meetings Act, NMSA 1978, Section 10-15-1(C)(1991), provides that "[i]f otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting."

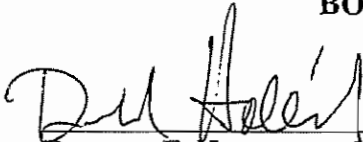
WHEREAS, the Board of County Commissioners believes that permitting telephonic participation in meetings of the Board of County Commissioners in limited circumstances advances the purposes of the Open Meetings Act, and the democratic process in general, by providing a mechanism by which those members who would otherwise find it difficult or impossible to participate in the meeting in person to participate and to ensure a representative government by representing their respective districts and constituents in the decision-making process, and by setting forth certain requirements, such as requiring that each member participating by conference telephone can be identified when speaking, that all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

NOW THEREFORE, BE IT RESOLVED, that the a member of the Board of County Commissioners or any of its Boards may participate in a meeting by means of a conference telephone or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting participate in meetings of the Board of County Commissioners by means of conference telephone.

EXHIBIT M

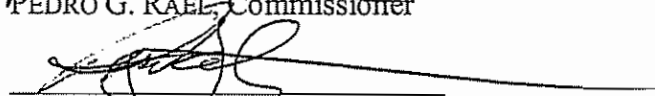
APPROVED, ADOPTED, AND PASSED on this 20th day of January, 2010.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF VALENCIA


DONALD E. HOLLIDAY, CHAIR


GEORGIA CITERO-KIRKHAM, VICE-CHAIR


PEDRO G. RAE, Commissioner


Ron Gentry, Commissioner

David R. Medina, Commissioner

ATTEST/BY:


SALLY PEREA, COUNTY CLERK

