

VALENCIA COUNTY BOARD OF COMMISSIONERS

Regular Business Meeting

March 3, 2010

PRESENT	
Donald E. Holliday, Chairman	
Georgia Otero-Kirkham, Vice-Chairman	
David R. Medina, Member	
Ron Gentry, Member	
Pedro G. 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) Commissioner Medina led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Rael motioned for approval of the agenda. Seconded by Commissioner Medina. Motion carried unanimously.

4) Approval of the Minutes

Commissioner Medina moved for approval of the minutes of February 10, 2010 Public Hearing Meeting. Seconded by Commissioner Otero-Kirkham. 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 announced that any handouts should be done outside of the commission chambers and not allowed if it's important enough they place their name on it. The commissioners also have mailboxes in the manager's office where they can be placed.

Meadow Lake resident Bob Gostischa did not appreciate comments State Representative Elias Barela had made about Rio Cielo becoming another Meadow Lake if funding was cut. Mr. Barela said he is from and for Valencia County and should not use one community to point out as a negative as it affects the values in Meadow Lake which are already low enough.

Valencia County resident Clark Metcalf spoke on the resolution proposed by Commissioner Rael which would improve decorum. Mr. Metcalf felt these rules of decorum should be noted to contain some violations of the first amendment which seem to be directed more at the public than the commission and recommends that the commission consider other resolutions.

Sue Moran thanked Code Enforcement Sonny Vega on a job well done in resolving a zoning violation. Mr. Vega does the job he was hired to do, take complaints seriously; applies zoning rules to the issue at hand and uses his authority to resolve the problem. It's not personal, it's not who he likes or doesn't like, it's not about what he has to gain, it's not about power, it is about doing what is right. Ms. Moran suggested this practice might be one that the commission considers implementing by resolution.

Valencia County resident Alice Torwit expressed concerns with executive session being placed at the end of the meetings. She suggested that it be held on a day other than the business or public hearing meetings or have it at 5:00 P.M. and start the regular meeting at 6:00 P.M. It should also be a requirement that the public be informed as to what took place in executive session even if no decisions were made about the issues.

Valencia County resident Mary Wood stated a news article dated February 11, 2010 stated the University of New Mexico Hospital and Presbyterian Hospital executives had contacted two commissioners to discuss how they could use the county mill levy money. A phone call from a concerned citizen revealed that this secret meeting was engineered not by the two executives but by two commissioners whom had shown themselves to be

the strongest opponents of a hospital in Valencia County. It appears that this is another of the many ploys to rush the mill levy out of the hands of the people in order to make a mandated hospital here impossible. Thus far the Valencia Health Commons is the only legal recipient of the money, not medical facilities located outside of the county.

Los Lunas resident Brian Benoit read an excerpt from the first amendment which referenced freedom of speech and stated the commission should not restrict a citizen from any non disruptive presentation of a concern, the content of a public comment should never be the criteria to stop a speaker prior to his or her allotted time even if it names an individual in a despairing or impolite way. There have already been legal actions as a result of this stifling of free speech and is costly to the taxpayers and damaging to the commissions reputation. The best policy is to let each speaker have two minutes at the podium whatever the issue.

William Dean gave the commission an update on the financial expenses for his wife's twelve and a half hour hospital stay and ambulance cost.

Dee Miramontes and Clara Aguilar approached the commission with concerns as to who is running the county jail. Ms. Aguilar stated there are problems with the illegal immigrants coming in. There's a lot of crime being committed by illegals and there is nothing being done about it. ICE (US Immigration and Customs Enforcement) is available to interview the illegals and decide who is legal and who will be detained or not detained. The jail does have an intake form that says if someone is from a different country, then they are targeted to be interviewed. The illegals are allowed to bond out and then they don't show up to court. They're not being held accountable for their actions and are breaking the law. Ms. Aguilar would like to see this issue addressed.

6) NON-ACTION ITEMS:

a) Directors Reports - Directors

Adult Detention Administrator Derek Williams introduced Mr. Joe Chavez the newly hired Adult Detention Deputy Warden. Mr. Williams gave an update on out of county costs associated with housing prisoners out of county. Thus far \$14,542.00 specifically for medical mental health costs to Cibola and Santa Fe County. Approximately \$109,977.00 in house fee's which includes meals and pharmaceutical expenses. The cost for transport expenses is \$6290.00. The total spent is \$130,809.00 for six months.

Mr. Williams also spoke on construction expansion plans for the detention center. There are two objectives with that, one is to use the money the county has left from the sunset gross receipts tax, which is between \$1,000,000.00 and \$1,500,000.00 in the most financial feasible and productive way the can find fit. The second objective is to alleviate the immediate over crowding issues the jail has with respect to unbudgeted and excessive expenditures by the county. What he would like to do in keeping those two objectives in line is to place a ceiling on the current outdoor recreation yard and enclose it. This would add about twenty to twenty five additional beds inside that area. Then move the outdoor recreation yard to the south side of the facility. This would assist with the overcrowding issues.

As to the women's facility Mr. Williams is looking at modular units with out of state vendors. They have two types of cell blocks. One is made of concrete and one is made of steel. The cost per cell is \$17,000.00 which includes the shelving, the bunks, the toilet, the shower and all the things are needed. These vendors also follow ACA accreditation and have all the correctional standards required. In order to come up with an additional thirty beds, the cost will be about \$300,000.00. This doesn't include the exterior wall for these cell blocks to be put into. Mr. Williams is asking approval to travel to one of the onsite facilities of one of the vendors in order to do an onsite assessment on the type of facility they have. This will help to collect data on the expenses that come with this.

Commissioner Otero-Kirkham said the commission couldn't give Mr. Williams that approval since it's not on the agenda. County Attorney Adren Nance said it could be an administrative action.

County Manager Eric Zamora stated one of the issues Mr. Williams is facing at this point, is county looking at long term as far as housing of detention. Is the long term plan to stay on this site and expand this facility continuously and continuously meet the needs or at long term should the county be looking at developing an onsite facility or is that something the county needs to pursue. Mr. Zamora feels this is one of the issues Mr. Williams is struggling with at this point.

Chairman Holliday asked how many inmates are in the jail as of today. Approximately 170 and that number can vary from day to day was Mr. Williams response.

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Its Commissioner Rael's understanding the jail still has the same amount of staff as existed for the original ninety some inmates that were intended. Mr. Williams said that is correct and ten years ago when the county built this facility, there were thirty one entry level officers to give direct supervision to ninety eight prisoners and now the jail has doubled that capacity and there's still that same amount of supervision not to mention the shortage of staff in the medical records department. Commissioner Rael said the money for staffing will have to be taken from the general fund and other services in order to give the jail additional staff and asked Mr. Zamora if he was on the right track with what Mr. Williams understanding of the facts to be regarding the jail. Yes and after talking to Wilma there might be a way to use the indigent fund to compensate some of the money the jail has spent for pharmaceutical and medical health care for the inmates and if that's the case then the savings that takes from the budget could possibly be used towards the staffing issue was Mr. Zamora's response.

Commissioner Medina stated that Commissioner Otero-Kirkham was very concerned with the female inmates and asked how many female inmates are in the county jail at present? Mr. Williams said there are only twelve female inmates and the commissioner's concern is not so much the number but the facility itself. The modular units that Mr. Williams is looking at would add twenty five beds and it would help to relieve the female inmate issue and place them in a better facility.

Commissioner Gentry stated that it appears that Mr. Williams has put his finger on what needs to be done and what can be done in the reality that the county can afford and there's about 1.6 million dollars that the county can provide to solve the problem that Mr. Williams has. Commissioner Gentry also agreed that Mr. Williams get administrative permission, come back to the commission with a rough diagram and presentation showing what 1.2 million will get. Commissioner Gentry also said when you start expanding, he would like to see parking space included in the proposal.

Chairman Holliday asked if this money can be used to transport inmates. Mr. Williams said no.

b) Reports from Boards, commissions & Committees – County Commission

County Manager Eric Zamora stated that the Los Lunas Transportation Steering Committee Friday is having another meeting at the Council of Governments Building in relations to the bridge and the interchange project. Also on Friday afternoon is a meeting of the Regional Levy Task Force Committee and that is to study the affects of the new FEMA Regulations in developing protective levies along the Rio Grande. One of the issues that came up was the south valley levy project in which several millions of dollars went into constructing that project yet only 1100 properties were affected. There are bigger issues that Bernalillo faces than we have in Valencia County. One advantage Valencia County does have is that our project from Isleta to the Socorro County line is an authorized project which means it's eligible for funding right now, should congress come through with funding. Mr. Zamora wrote a letter for signature in request for support from Congressman Teague for additional planning funds for the Corp of Engineers with regard to supporting the project in Valencia County. There was also a meeting of the Regional Transportation Planning Organization to discuss the proposed projects for the region. Valencia County had one category which was pavement rehabilitation. Several projects were identified and the priorities included James Street came in as the top priority, it's an unpaved collector road. Also included were Fire station Road, Gabaldon Road and Amigo Road. All that means are that projects have been identified; now it goes to the next phase to which the State Transportation Improvement Plan gets evaluated by the local DOT district, which is district 3. At that point when you get a project on to that improvement plan it becomes eligible for federal dollars. That's what he's working towards on getting our projects as collector roads into that federal dollar category. Commissioner Otero-Kirkham asked how soon do you think we'll hear on those roads. Mr. Zamora said funding is a shot in the dark; it's really dependent on congressional appropriations.

Commissioner Gentry stated they worked 3 years to get legislative appropriation for a traffic light at the intersection of Hwy. 47 and Hwy. 304 and on the Monday they were to start construction, funding was pulled out on Friday afternoon. Commissioner Gentry said Mr. Zamora is working with another type of funds with the DOT and asked Mr. Zamora to explain to the commission because it's not totally dead and gone away. Mr. Zamora said he has been working with the Council of Governments and the Department of Transportation to acquire some HSIP (Highway Safety Improvement Project Funding) it's a special category of funding that's dedicated specifically for safety projects. This traffic signal does fall into this category. An application was submitted before the deadline on

February 15th and are hoping to find out in the next couple of weeks what projects were eligible for the funding and how much funding was in that pot. We are a high priority project being that the Department of Transportation currently has a safety project funded for improvements to River Road and Highway 47. We're so close to that project with ours that as recently as a week and a half ago he met with Department of Transportation staff and this point they would like to consider our project as part of their project and most likely will want to bid as one package, both intersection projects. It will be contingent upon acquire that additional funding.

7) ACTION ITEMS:

a) Consideration of Resolution 2010-16, Indigent Health Care Policy – Adren Nance
County Attorney Adren Nance stated at the end of last year they discussed and were directed to look at different possibilities for addressing our county Indigent Fund as well as in conjunction with possibly helping to cover some of the county's inmate costs. Staff has come up with one option that is being utilized in various other counties at this time. What the commission has before them is the current resolution 2005-47 related to indigent hospitals claims as well as a proposed revision to that. In the newer version they tried to make it the very minimum number of changes possible and highlight those changes so the commissioners can go back and forth if they'd like to look at them. Basically what they have done in this proposal is change the definition of someone that is eligible for indigent funds to include someone who is incarcerated in the Valencia County facility. Anyone that is incarcerated in our facility really doesn't have a choice to leave or not leave like the normal resident would. Normally under the county resolution to be a resident of Valencia County you have to be here for forty five days. Under the changes if you are incarcerated and you are in county custody, the county is already paying for that person, and then you are considered to be an indigent person for the purposes of this resolution, which would then allow our indigent funds to be more officially utilized to pay for such things as medical health care, medicine, healthcare providers, ambulance, the things that other indigent patients are allowed to do. The other thing this resolution does is change the applicant to not just the normal applicant, which is the patient as it is defined or the patient's spouse or parent. The other definition of an applicant can be the warden or the warden's designee on behalf of an inmate. So staff can make the application for that individual so that funding can be utilized. These are basic changes that would help to alleviate this problem. One last thing to discuss is section 9 which are the amounts to be paid from indigent funds. Currently the amount is set at \$3,000.00 dollars of approved claims with no more then \$3,000.00 being paid in a twelve month period. That is something that perhaps the commission would like to look at while addressing this resolution and change the amount for every person that applies to increase it to \$5,000.00. In addition there is an added paragraph about a prisoner and inmate and Mr. Nance would suggest if they are going to look at the claims to possibly boosting the claims amount for an inmate higher than a normal individual because once again the county is paying for that anyway. Right now the general fund is covering this, so perhaps it would be advisable to increase the amount for an inmate to a greater amount.

Chairman Holliday said it's set at \$3,000.00 right now, so when that goes to \$3,001.00 then that one dollar comes out of the general budget. Mr. Griego said that's correct and that's why we are proposing for it to go up to \$5,000.00 and the indigent fund will be able to take care of that additional cost. This is just not for the inmates; this is for all indigents in Valencia County.

Commissioner Medina stated he had a problem with raising the total indigent fund for other than prisoners because for the last years the commission has been going over a medical facility for this area and if it's going to be increased for everyone, we're going to see a lot of the county money going out of town again. If a hospital works for us in this area, that's money we can use for a local facility.

Commissioner Otero-Kirkham said they're going out now at \$3,000.00 until we get our facility, and then when we get it, it'll pay \$5,000.00 to our facility. Commissioner Medina said he understands that but what's going to stop those other facilities right now, that we're saying we're going to raise it to \$5,000.00 so that means they're going to start billing us.

Commissioner Gentry said, on Section 9, is there any problem with raising the level of the indigent inmate program and not raising the other? Counsel stated he doesn't believe there is a problem with that and it is okay in that the county has a legitimate reason for doing so. Commissioner Gentry said by law the county has to absorb that cost and the tax payers have to absorb the cost. It seems that it would be a fair use of it and if the inmate portion of it was increased to \$5,000.00 or even \$6,000.00 because as far as he's

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concerned you're only going to use for those inmates what problems they have there, it's not going to be on other medical things. He is concerned about raising the rest of it and would like to leave the rest of it at the current level of \$3,000.00. You don't cover more people you just cover more for the same people. If you look at what the county is paying out, probably sixty, seventy, eighty thousand or more a month and every bit of it is going to an Albuquerque facility. What worries Commissioner Gentry is the indigent fund is just a tax which the county taxes the people that come in. We have built a surplus of about \$600,000.00, \$700,000.00 after the yearly use of about \$900,000.00 and with the economy the way it is, the jobless rate the way it is, it doesn't seem to be getting better, there's going to be more and more indigent people needing this service in the next couple of years in our county. To make that fund more solid, if we kept that level down, insure that we kept our money flowing and our reserve's okay then we could meet that for the times. There's going to be a larger drain on it and he doesn't see any reason to just upping the bills because if you say okay you have a \$6,000.00 limit now, you're going to get a \$6,000.00 bill from an Albuquerque hospital. Leave it at the \$3,000.00 to absorb over the next few years, which he feels is going to be a higher indigent request and keep the county at a safe zone. He believes the county could even double what's going to the inmate because that's an insurance policy for the county general fund and the tax dollars that have to be paid anyway. Commissioner Gentry hopes that as a commission that they take the first step right now without speculating too far out and just change the inmate level and the inmate acceptance and leave the regular level at \$3,000.00 until we see what the economy and how the growth is going to be, that's how he would like to see it, approached from an economic standpoint.

Chairman Holliday said from his understanding they have to wait forty five days. Counsel stated that is correct, to be eligible. If you're sitting in the facility and you're getting your medical care anyway an inmate can't walk over to see Barbara to fill out forms. This will allow an avenue where the warden can fill out those forms.

Chairman Holliday said Commissioner Gentry has suggested that the county give the inmates up to \$5,000.00 and leave the \$3,000.00 for the citizens. He would like to see the inmates get \$5,000.00 and the citizens \$5,000.00.

Commissioner Gentry said what he's looking at is a solvency plan. The citizens are getting what they are getting now and that's an indigent request. The inmates are a liability of the county and the taxpayers have to pay for it anyway. What he's concerned about is opening this up to the whole world or doing nothing but adding a larger payout for the same people to the Albuquerque facilities. He's worried about the solvency and the county only has about a \$700,000.00 reserve. At that rate if you would take and reduce it, it's not too long until there's not a reserve, then the solvency is gone and everybody is still open to the \$5,000.00 and the county can't meet the claims down the road.

Commissioner Rael addressed staff and Ms. Baker. How long has the county been at \$3,000.00 maximum per provider per indigent person and how long has the \$3,000.00 maximum worked? Ms. Baker stated probably for five or six years. Counsel also stated by looking at the history of the resolutions he would say since 2005. Commissioner Rael also asked how well has the \$3,000.00 maximum worked? Ms. Baker stated it can work fine for the residents but as far as the inmates some of those go over. About four years ago the medical bills from the detention center were outrageous. People would go in there with cancer, some kind of a disease and it was unbelievable as to what their bills could be. The last couple of years, it's been pretty good over there. Commissioner Rael this is being paid out of the general fund? Ms. Baker said if she can't pay them, it would have to be out of the general fund and that's the practice up to today. Commissioner Rael said basically we're saving some money in the general fund if we contribute from the indigent fund to help pay for the medical expenses of inmates. Ms. Baker said as long as they fall within the guidelines. Commissioner Rael's view is just on the basis of treating everybody equally, he wouldn't want to be accused of saying that the county inmates are getting better medical care than people that are not in jail. So he goes with the idea that they make it the same number whatever the number is. It doesn't seem to matter how high the number is, it's going to be used up.

Chairman Holliday said right now the inmate has forty five days before they are eligible for indigent money. Once the commission passes this resolution, it will be immediately upon custody that they be accepted and that saving can go to help Mr. Williams for funding extra personnel and help offset the county general budget.

Commissioner Gentry moved that the commission accept the resolution with the addition of a \$5,000.00 limit and an allowance of the prisoners which that language incorporates and not do any other changes. Seconded by Commission Medina. Motion carried 4-1. Commissioner Rael voted no.

Counsel stated he just wanted to make sure he was crystal clear on what the commission is doing with this resolution. Are we saying \$3,000.00 for the average citizen and \$5,000.00 limit for the inmates, is that what we're doing? Valencia County inmates with the other language was Commissioner Gentry's response. Mr. Nance said he just wants to make sure.

County Clerk Sally Perea announced Resolution 2010-16. (See Exhibit A)

b) Consideration of Proclamation "Keep America Beautiful, Great American Cleanup 2010" – Cyndi Sluder
Commissioner Rael motioned for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (See Exhibit B)

c) Consideration of Joint Powers Agreement between Valencia County and Energy Minerals and Natural Resources Department (State Forestry Division) – Charles Eaton.
Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried 4-0. Commissioner Rael did not vote. (See Exhibit C)

d) Consideration of Resolution 2010-17, Adopting the 2010 Annual Certified Maintained Mileage Report – Eric Zamora.
Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried 4-0. Commissioner Rael was absent for the vote

County Clerk Sally Perea announced Resolution 2010-17. (See Exhibit D)

e) Consideration of Resolution 2010-18, County Road Improvement Program – Eric Zamora
Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried 4-0. Commissioner Rael did not vote.

Sally Perea County Clerk announced Resolution 2010-18. (See Exhibit E)

f) Consideration of Bid #655-Valencia County Landfill Closure- Eric Zamora
Mr. Zamora stated Romero Excavating a local contractor was the low bidder and requested approval of Bid #655.

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

g) Consideration of RFP #186- Janitorial/Cleaning Services Judicial Complex – Kenny Griego
Mr. Griego asked for approval of RFP #186 Janitorial Services. Valencia County was looking to replace its current cleaning company at the judicial complex after Fresh Start Janitorial did not renew their contract.
Commissioner Medina asked what the county pays per month and Financial Director Wilma Abril stated about \$4,000.00 a month. Chairman Holliday said maybe this is something the county can do in-house. Mr. Zamora said he received some interesting information today, the current service provider, provides that service with two people. As he is downsizing his business, he has indicated that these two people would be available and are interested, if the county is interested in hiring staff to take on this service. The individuals that are currently providing this service are familiar with the process and their reputation is outstanding. The county is looking at a \$70,000.00 contract where as we may be able to provide this service in-house for salaries and equipment probably for less than \$45,000.00 including benefits and insurance.

Commissioner Medina asked that this be tabled until the commission can see a breakdown of the cost for the county to put two more people to work. Mr. Zamora said given this information he would request that the commission consider tabling this item until the next meeting.

Commissioner Rael moved to table the consideration of janitorial cleaning services until the next meeting in order for Mr. Zamora to bring to the commission information regarding the county furnishing the service themselves at a lower price. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

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h) Consideration of MOU between the Village of Los Lunas for the Summer Recreation Program – Kenny Griego

Mr. Griego stated the purpose of this is to provide financial support for the summer recreation program and is part of the budget.

Commissioner Otero-Kirkham stated in the past the county has donated \$3,000.00 to Belen and \$2,000.00 to Bosque Farms so are we just looking at Los Lunas because they are the only ones the county has heard from and should be hearing from the others, is that correct? That's correct was Mr. Griego's response.

Commissioner Gentry moved for approval with the amendment that Bosque Farms and Belen be added on.

Ms. Abril stated there was a correction on the summer recreation program. Los Lunas and Belen get \$3,000.00; Bosque Farms and Peralta get \$1,000.00.

Chairman Holliday said the commission will have to re-address the motion because it changes the numbers and Counsel suggested that they come back because they only have one MOU between the County and the Village of Los Lunas.

Commissioner Rael motioned to table the MOU between the Village of Los Lunas. Seconded by Commissioner Gentry. Motion carried unanimously.

i) Consideration of Grant Agreement #30581-08-L-4546 Kitchen Equipment, Furniture and Improvements for Casa Colorada Community Center – Kenny Griego

Commissioner Gentry moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit G)

j) Consideration of Revised North Central New Mexico Economic Development District Non-Metro Area Agency of Aging Vendor Agreement - Kenny Griego

Mr. Griego stated this is a reduction in money in the amount as a result of the state legislature in the amount of \$14,922.00 and needs approval from the commission.

Commissioner Rael moved for approval of the revised North Central New Mexico Economic Development Project as presented. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. (See Exhibit H)

k) Consideration of New Mexico Aging and Long-Term Services Department Contract #2010-004 – Kenny Griego

Mr. Griego stated the 2009 legislature enacted chapter 2, 2009 laws of New Mexico. The law appropriated \$150,000.00 of which \$2,100.00 is directed for emergency purchase of installation of equipment for the Fred Luna Center. The Older American Program will now be able to make further renovations to the center.

Commissioner Gentry moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit I)

l) Consideration of Amendment #1 to revise the contract amount – Kenny Griego

Mr. Griego stated this is to revise the contract amount from \$29,319.00 to \$73,165.00 increasing the total dollar amount by \$43,846.00. This is stimulus money. Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. (See Exhibit J)

m) Accept Findings of Fact and Conclusions of Law:

i) Consideration of Appeal on a Denied Variance on Parcel Size in a Suburban Residential (SR) Zoning District to Allow for the Parcel Size of the Subject Properties to be Less Than 6,500 Square Feet; 7N R3E NMPM; Lots 55B1-71B1, Lots 117B1-121B1, Lots 162C1-199B1, Lots 203A1-208A1, Lots 209B1 and Lots 211C1-21C1-217C1 Eastland Hills Subdivision, Survey Plat M-112 of the Office of the Valencia County Clerk, Valencia County, NM – Mark Goodwin/County Commission.

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

ii) Consideration of Quasi-Judicial District Change to Amend the Zoning Map from RR-1 to C-2 on the Subject Property Defined as; Section 9, T4N, R1E NMPM, Salomon Country Estates Blk 3 Lots 5C & 5B Zoned RR-1 Filed in Book 274 Page 8064 of the Office of the Valencia County Clerk, Valencia County NM – Robert Becker/ County Commission.

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

iii) Consideration of Appeal on Approved Day Care Facility in a Rural Residential-2 Zone; Section 5 T5N R2E NMPM; Tract 40, Tract 41, Tract 42-B, Tract 54, Tract 55, Tract 56 Lands of Pablo B and Judy Sanchez consisting of 5.53 Acres, Zoned RR-2 filed in Book 328 Page 9032 of the Office of the Valencia County Clerk; AKA 20 Sausal Road, Valencia County NM – Judy Sanchez/County Commission. Commissioner Gentry moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. (See Exhibit M)

n) FINANCIAL MATTERS:

i) Consideration of Resolution 2010-19,

* Decrease in Revenues & Expenditure for Cap, Coop & SB FY 09/10

* Decrease/Increase in State & Federal Revenues & Expenditure-Older American Program Contract FY 09/10 – Wilma Abril

Commissioner Otero-Kirkham motioned for approval. Seconded by Commissioner Medina. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2010-19. (See Exhibit N)

ii) Consideration of Approval Payroll/ Warrants – Wilma Abril

Wilma Abril presented the attached computer list of all checks issued by the Manager's Office on 2/26/2010 covering payroll process on the above date. Direct deposit check #14459 thru direct deposit check #14640 inclusive. Deduction check #102400 thru deduction check #102434 inclusive. Payroll check #87021 thru payroll check #87109 inclusive. Listing total \$362,487.24. (See Exhibit O)

Wilma Abril presented the attached computer printout list of all checks issued by the Manager's Office on February 26, 2010 covering vendor bills processed on the above date. Check #102395 thru check #102532 inclusive, for the total of \$345,403.31. (See Exhibit P)

Commissioner Medina motioned for approval. Seconded by Commissioner Rael. Motion carried unanimously.

8) EXECUTIVE SESSION- Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.) limited personnel matters; Deputy Warden Detention Center b). Pending or threatened litigation and c.) Other specific limited topics that are allowed or authorized under the stated statute

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

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to Woods vs. Board of County Commissioners as on the agenda and no final action was taken.

Commissioner Otero-Kirkham moved to approve the summary stated by counsel. Seconded by Commissioner Rael. Roll call vote. Commissioner Medina voted yes. Commissioner Rael voted yes. Commissioner Gentry voted yes. Commissioner Otero-Kirkham voted yes. Chairman Holliday voted yes. Motion carried 5-0.

9) ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION

None.

10) COUNTY MANAGER'S REPORT (Informational Only)

County Manager Eric Zamora stated he will be meeting with Representative Barela and Cabinet Secretary Gary Jiron regarding the quiet zones throughout the county. The projects that have been completed are the closing of Barboa Road, Trujillo Road and the overpass on Aragon Road. Valencia County is currently working on two additional projects at Horse Ranch Road and Highway 304. Highway 304 is complete and Horse Ranch Road is scheduled for paving tomorrow. So within the next month or so train horns should no longer be heard at those crossings. Other quiet zone projects include Valentin Road, Molina Road, Mesa, Lopez and Don Felipe Road. The Valentin and Molina projects are funded with legislative appropriations sponsored by Representative Barela and are waiting for the end of this session on a release of a subsequence legislative funding source for \$160,000.00 also sponsored by Representative Barela. The meeting

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tomorrow Mr. Zamora might have verbal commitment on funding for Mesa, Don Felipe and Lopez Roads.

Staff and many of the elected officials met with representatives from Sandoval County to discuss their conversion to a new software system. It's the same system the county has seen presentations on, which is Tyler Technologies. It was very informative and the comments received were very cautionary. It seems that Sandoval County rushed into a software solution that perhaps didn't fit their needs. It's a system based on operating rules that were established for another state and there is a big conversion issue they are going through right now as to how those operational rules apply to New Mexico Statute. There are operational things in this course, like desk top functions that are going to have to be learned and staff training is a big issue in trying to make the conversion a success. It's something that they are going to persevere and see through but they did advise us on how to precede and steps that need to be carefully evaluated before moving forward. Mr. Zamora feels this is a step that the county needs to continue along the path of in looking at some of the capabilities of new software. Mr. Esquibel from IT has been the primary county point of contact on the project and with a request for funding for some additional services that may be required in helping preplan a move like this. One issue that came up is that Valencia County's current provider Triadic was also a provider to Sandoval County and during their conversion Sandoval County experienced almost a six figure cost of service from Triadic to convert data from one format to another and that's something he hadn't considered to date, so he has started working and discussing steps to avoid that cost or to minimize that cost. Mr. Esquibel is working with his staff to see what can be done to acquire data and convert it into a format that the county can transmit or convert ourselves. That may not be possible and they are going to try and avoid that high dollar cost.

Mr. Zamora is working on scheduling a hospital workshop and would like to target the week of the month for a meeting. Commissioner Otero-Kirkham said they'll have to check with Presbyterian and University of New Mexico to see when they are available. Commissioner Medina suggested scheduling the meeting on a Saturday to make it convenient for everyone.

Commissioner Rael stated he started looking at software for the county about three years ago and specifically asked for an appropriation and at the time it was running about \$550,000.00. Commissioner Rael asked Mr. Zamora if he was also looking at comprehensive program as well, it is the same kind of thing except more costly because prices have gone up?

Mr. Zamora stated the package he was originally looking at was a software solution that would integrate the assessor, clerk and treasurer's office primarily. However looking at a comprehensive solution for county wide services, things like a plat where you have property owner information recorded in the clerk's office but the code enforcement guys may need to reference that information, planning and zoning may need to reference that information. He has expanded the scope of our project to include all departments. The cost he's looking at right now and the package reviewed yesterday with Sandoval County was about 1.2 million dollars. That's a purchase fee; there are also annual service fees and maintenance fees that go along with that service at the tune of about \$150,000.00 year. The cost is substantial, not only procuring the system but keeping it up and going.

Commissioner Rael said if the county finds itself short in terms of paying cash or the county can't pay it in payments the county can borrow some fairly cheap money from the New Mexico Finance Authority which is a state agency that is designed to specifically assist counties with their funding needs.

Mr. Zamora stated that is correct, they have had some preliminary discussion the NMFA to see what rates are available and what the county may qualify for.

County Clerk Sally Perea asked if the county is looking at other software providers. After talking to the county treasurer she was not happy with anything that Tyler had for her office and also in talking with some of the other counties who have and have had the Tyler software they were not happy with the service after the initial installation. Is there going to be more input and are we going to be able to look into it further?

Mr. Zamora said he has reviewed several presentations from various software providers and the product proposed by Tyler Technologies seemed to be the best fit for county wide software solution. There are many, many different individual providers that can provide specifically for clerk, for treasurer, for assessor however integrating those software packages don't generally go very well. Staff from Sandoval County that works in the Human Resources Department stated that she has many different software implementation programs and every one of them had issues, there was nothing that ever

Minutes of March 3, 2010 Regular Business Meeting

went smoothly. There's not a one size fit's all solution out there. It's going to be what we make of it. There are tools out there that make it easy county wide, to integrate information and that's what we're trying to do, to all be on the same page and using the same sets of data. There were three presentations specifically for clerk's type software that doesn't integrate well with other software's. The Tyler product seemed at this point to be the most comprehensive.

Ms. Perea said the Sandoval County Clerk is not happy with the Tyler software at all and so are we concentrating on Tyler? Mr. Zamora said right now it seems to provide the greatest overall coverage for the county.

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on March 10, 2010 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

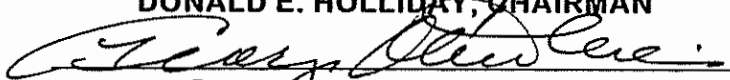
11) Adjournment

Time: 7:14 P.M.

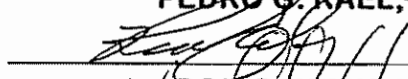
NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the March 3, 2010 Regular Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS


DONALD E. HOLLIDAY, CHAIRMAN


GEORGIA OTERO-KIRKHAM,
VICE-CHAIRMAN

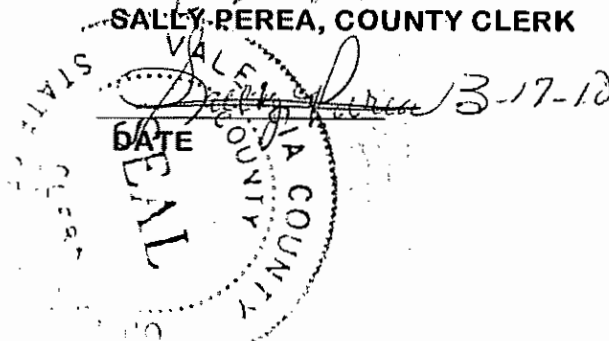

PEDRO G. RAEL, MEMBER


RON GENTRY, MEMBER


DAVID MEDINA, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK



**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
Resolution 2010-16**

**A RESOLUTION
RELATING TO INDIGENT HOSPITAL CLAIMS; ESTABLISHING GUIDELINES,
RULES AND REGULATIONS FOR INDIGENT HOSPITAL CLAIMS.**

WHEREAS, all indigent claims for Valencia County must be administered in accordance with the provisions of the New Mexico Indigent Claims Act (section 27-5-1 et. seq. NMSA 1978, as amended), and

WHEREAS, the Board of County Commissioners are responsible for administering and operating an Indigent Hospital Claims program for the County sitting as the county Indigent Claims Board, and

WHEREAS, the Indigent Claims Board desires to define its policy by adopting regulations, rules and procedures governing claims eligibility requirements and financial reimbursement to the eligible hospital, health care providers and ambulance services.

NOW, THEREFORE, BE IT RESOLVED by the governing body of Valencia County hereby adopts the following "Valencia County Indigent Hospital Claims Program Guidelines".

EXHIBIT A

BOOK 069 PAGE 14

**VALENCIA COUNTY
INDIGENT HOSPITAL CLAIMS PROGRAM GUIDELINES**

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PREFACE

The "Valencia County Indigent Hospital Claims Program Guidelines" were originally adopted by Resolution Number 88-1, effective January 11, 1988. The guidelines reflect the recommendations made by the Indigent Claims Committee and Indigent Claims Administrator to the Board of County Commissioners.

1. PURPOSE OF THE INDIGENT HOSPITAL CLAIMS ACT

The purpose of the Indigent Claims Act is to recognize that Valencia County is the responsible agency, to the extent of funds available, for eligible hospital, health care provider or ambulance transportation which the Indigent Claims Board approves for indigent patients domiciled in Valencia County for at least 45 days prior to medical services and to provide a means whereby the County can discharge this responsibility through a system of partial or full financial reimbursement to hospitals, health care providers and/or ambulance service providers for cost incurred as the result of ambulance transportation provided for the care and treatment of an eligible indigent patient in the hospital or health care facility.

2. DEFINITIONS

A. "Board" means the County Indigent Hospital Claims Board. The Board shall be composed of the members of the Board of County Commissioners and the Chair of the Board of County Commissioners shall be the Chair of the Board. Statutory authority given to the Board is under Section 27-5-5 NMSA 1978.

B. "Administrator" means the County Indigent Hospital Claims Administrator.

C. "Indigent Hospital Claims Committee" represents a panel of non-compensated citizens of Valencia County who are appointed by the Board and who assist the Administrator on recommending changes to these guidelines to meet the intent of the statutory authority under the Act and funding limitations of the County fund.

D. "Ambulance Service" means a specialized carrier based within the state, operating pursuant to a certificate issued by the state Public Regulation Commission (PRC) of the state or outside the state where they are regulated to transport persons. The rates and charges established by their state PRC tariff shall govern as to all allowable costs.

E. "Hospital" means any general or limited hospital in the state of New Mexico licensed by the Department of Health of the state of New Mexico, whether operated for profit, non-profit or by the state or a political subdivision and shall include licensed out-of-state hospitals that provide care to the indigent patient.

F. "Health Care Facility" means a health care facility licensed in the state of New Mexico, whether operated for profit or non-profit and shall include licensed out-of-state health care facilities.

G. "Fund" means the Valencia County Indigent Hospital Claims fund.

BOOK 069 PAGE 16

H. "Cost" means the allowable ambulance transportation or medical costs for an indigent patient, but shall not include the cost of servicing long-term indebtedness of a hospital, health care provider or ambulance service.

I. "Indigent Patient" means a person to whom a hospital, health care provider or ambulance service has provided medical care or ambulance transportation and who can normally support himself and his dependents on present income and liquid assets available to him, but taking into consideration this income and those assets and all requirements for other necessities of life for himself and his dependents, is unable to pay the cost of the ambulance transportation or medical care administered or both. Prisoners or Inmates in the custody of the Valencia County Detention Center shall be considered "indigent patients" for the purpose of this resolution. However, in no event shall the term "indigent patient" include a person whose annual income together with his household members gross income exceed an amount which is 150 percent greater than the poverty income guidelines as established by the federal Department of Health and Human Services, unless that person is a prisoner or inmate. The term "indigent patient" includes a minor who has received medical care or ambulance transportation or both and whose parent, or the person having custody, would qualify as an indigent patient if admitted to a hospital, was seen by a health care provider and/or transported by ambulance for care.

1) Unemployed

- a) Aid to Families With Dependent Children (AFDC) recipients who lose their Medicaid coverage by choice due to the lack of cooperation with AFDC shall not be eligible for the Indigent Hospital Claims Program.
- b) The Indigent Hospital Claims Board will exclude claimants that are "indigent by choice". These are unemployed persons who do not wish to work until their unemployment checks expire or refuse to accept employment at a lower wage than they previously received.

2) Employed – Failure by the patient to have available medical insurance through their employer will not affect eligibility.

J. "Services" refer to the hospital, health care provider or ambulance service.

K. "Provider" refers to the hospital, health care provider or ambulance service.

3. THE APPLICANT

A. The applicant may be the patient, the patient's spouse, patient's parent or patient's guardian if the patient is a minor or the guarantor of the hospital bill. If the patient is a prisoner or inmate the applicant may be the Detention Center Warden or his/her designee on behalf of the patient. In the event of the death of the patient, the personal representative or relative of the deceased, if any, will be the applicant. The applicant for the deceased may be the person responsible for the hospital, health care provider or ambulance bill, or may be any interested party providing information on behalf of the deceased.

B. No application shall be accepted by the Administrator prior to the medical treatment of the indigent patient, nor can any pre-determination be made.

C. The application shall be filed at the hospital, health care facility or ambulance service where assistance was received, or at the office where the provider maintains their central business office. The provider shall render assistance to the applicant when filling out the application. The application may also be completed by the indigent patient and/or applicant if the hospital, health care facility or ambulance service was not aware the patient was indigent.

4. ELIGIBILITY REQUIREMENTS

A. RESIDENCY - The indigent patient must legally reside in Valencia County for not less than 45 days immediately prior to medical care with the intent to settle in the county for employment, education and/or retirement, unless the person is a prisoner or inmate.

- 1) Students residing in Valencia County will be considered for the Fund and shall meet the same criteria for residency and income as herein stated. Valencia County residents attending school and residing outside the county will be covered by the Fund if there are no other funds available to them, providing they meet the eligibility requirements.
- 2) Prisoners or inmates shall be considered Valencia County residents while in the legal custody of the Valencia County Detention Center.
- 3) Driver's license, identification card, utility bills, federal and state tax returns, County property tax bills and voter registration shall be considered proof of residency.

B. INCOME - Income shall be considered as any money received in the household including, but not limited to:

- Gross Annual Income from wages;
- Workmen's Compensation payments;
- Social Security or Supplementary payments;
- Welfare (AFDC) payments;
- Unearned Income.

The applicant's and/or patient's gross annual income together with household member's income cannot exceed 150 percent of the federal Income Poverty Guidelines as established by the federal Department of Health and Human Services for household income standards. This amount will change annually. The countable income of a deceased individual shall not be included for the 12 month period if death occurred within the time of medical care. Applicant must also meet the definition of indigent at the time of payment of the claim.

1) COMPUTATION OF INCOME

- a) 150 percent of federal Income Poverty Guidelines as established by the federal Department of Health and Human Services (changes annually).
- b) Self-employed individuals, seasonal workers and part-time employee's income will be calculated by using present income, prior year's tax return and/or any other proof of income for each month prior to the application. Income of self-

employed individuals is that income shown as net profit or loss on Form 1040, Schedule C, plus any other source of income.

- c) Wages which are stable and on-going use the income tax return or compute the income by obtaining the employer's letters of income verification for the 90 days prior to application. The worker may also use the year to date earnings shown on the wage stubs for determining income.
- d) Income which is on-going but is variable: Use a combination of the prior years income tax return and verification of income by employers or the viewing of the check stubs.

2) SPECIAL CIRCUMSTANCES FOR CONSIDERING INCOME

- a) Unwed mothers: Include child support, alimony or any other financial compensation received from the baby's father when determining income.
- b) Unwed individuals living together with or without children: Consider their income the same as married couples.
- c) Separated or Divorced couples: The claimants shall provide the Fund with copies of the divorce decree for determination of income to be considered.
 - 1. Count the income for the period the couple was living together for the 90 days prior to the application, if separated less than 90 days.
 - 2. Count all income or other resources of the ex-spouse for the months prior to the effective date of the divorce (if the effective date is within the 90 days being reviewed), and any other income or resources which may have been judicially ordered. If separated before the divorce also use number 1) of this section.

5. OTHER ASSISTANCE

A. The provider shall inform the Administrator if the patient is applying for or is eligible for other public or private assistance programs. The Administrator shall, if the patient is possibly eligible for other assistance, notify the provider. No amount will be paid on a claim for which there is another source of payment, i.e., Medicaid, Medicare, insurance settlements, own health insurance or funding from other agencies.

B. It is the responsibility of the patient/applicant to provide proof of all means of support from whatever source, whether that support is the result of dependent status or voluntary support by a third party not necessarily having legal responsibility for financial support. Lack of income with no visible means of support other than voluntary contributions from a third party does not relieve the patient/applicant of the responsibility for providing proof of indigency on the person who provides support to the patient. If the person providing support is unwilling to voluntarily claim and prove indigency for the applicant, the patient shall be ineligible for Fund consideration.

6. LIABILITIES

If there is a liability claim pending, such as workmen's compensation, a lawsuit due to bodily injury, or another third party claim, the hospital, health care provider and/or ambulance service will notify the Administrator in writing, process the application and hold it until information detailing the outcome of such liability claim is provided and will then forward it to the Administrator for consideration.

7. LIQUID ASSETS

A. Liquid assets are readily negotiable resources such as but not limited to; cash on hand, real estate contracts, rental property, money in checking and/or saving accounts, saving certificates, stocks, savings bonds and nonrecurring lump sum payments. All assets kept in repositories must be reported.

B. The maximum allowable exemption shall not exceed the established income guidelines.

8. REAL ESTATE

If the patient/applicant owns real estate other than his home and the land on which his home resides with a maximum of three acres being exempt, the real estate shall be considered part of his income or assets. If the land is used as farming to produce his income then the land will be considered part of his business and will be exempt as far as real estate assets are concerned. All real estate must be listed on the application.

9. LIMITATIONS OF CLAIMS

A. Elective medical services shall not be covered by the fund with the exception of Section 10-B.

B. No more than one lifetime claim for childbirth cost for any one indigent patient. The Fund will pay for a tubaligation as long as the patient had the tubaligation while being hospitalized for childbirth purposes.

C. The maximum amount to be paid to the medical provider for one indigent person in a 12 month period would be \$3,000 of the approved claims, with no more than \$3,000 being paid in a 12 month period. If the patient is a prisoner or inmate, the maximum amount to be paid to the medical provider in a 12 month period would be \$5,000 of the approved claims, with no more than \$5,000 being paid in a 12 month period. The allowable cost shall be based on Medicaid fee-for-service rates for hospital, licensed medical doctors, osteopathic physicians and other health care providers as defined by NMSA 1978 Section 27-5-4 (N) (2001).

D. Ambulance Service

- 1) When an ambulance is necessary based on the patient's medical condition.
- 2) The maximum amount to be paid for each approved ambulance claim will be the base rate in addition to mileage, not to exceed \$400. with a 2 trip limit per 12 month period.

E. No more than a one lifetime claim for self inflicted injuries. Each claim will be reviewed on a case by case basis.

10. PROCEDURE FOR FILING CLAIM

Refer to Section 3 - **Applicant** as to who is considered an applicant.

A. Applications will not be accepted prior to services being provided.

B. All claims for payment shall be filed within 90 days from the last day services were rendered. If services were not rendered on consecutive days, it will be the within 90 days from last day of service for each service.

C. Claims shall be filed separately for each patient per incident with an itemized detail of costs.

D. Applications shall be filed by the provider or patient/applicant.

E. Provider Responsibilities

- 1) Assist applicant in filing the Fund application.
- 2) To verify that the patient/applicant does meet indigent guidelines.
- 3) To provide the applicant with a list stating the documents needed to provide the information necessary to complete the verification process.

F. Applicant's Obligations

- 1) If the applicant requests additional time for acquiring information, the request shall be honored, although the applicant will be advised by the Administrator of a reasonable date to receive the information requested. If the information is not provided, the Administrator will send a letter requesting the information and will allow 13 days for the applicant to provide the information. If the information is not provided, the claim will be denied.
- 2) If the applicant does not show for the appointment and has not informed the administrator that they would not be able to attend the appointed date, a letter will be sent requesting they call and schedule another appointment allowing them 13 days to reschedule. If an appointment is not made within the 13 day time limit, the claim will be denied.
- 3) In the event of a denial, a letter by certified mail with a Return Receipt will be sent to the patient/applicant notifying they have 30 days from the date of the letter to request an appeal in writing. The applicant must appeal to the Administrator by letter notifying of their desire to appeal. The applicant must appeal to the Board at a regularly scheduled meeting.

11. PAYMENT OR REJECTION OF CLAIMS BY BOARD

A. The Board shall receive the written recommendation of the Administrator at a regularly scheduled Board meeting.

B. The provider and applicant will be notified of Board denial in writing – Certified Return Receipt letter to applicant.

C. A patient/applicant or his/her representative may appeal a denial by writing to the Administrator within 30 days of the date of the denial letter. The administrator will then set up a date and time with the Indigent Claims Board. A letter to the person requesting the denial will be sent Certified Return Receipt showing the date, time and place of the appeal. If additional information is required, the Administrator shall request the information.

D. If the applicant or representative fails to show up for the scheduled appeal it will automatically be denied. In the event the patient or representative knows they will not be able to attend the appeal due to extenuating circumstances, the Administrator must be informed prior to the meeting and proof as to the circumstances may be requested.

12. MISCELLANEOUS

A. Hospital, Health Care Providers and Ambulance Services are required to file data as per Section 27-5-11 NMSA 1978 of the Indigent Hospital Claims Act which states: Any ambulance service, health care provider or hospital, prior to the filing of a claim with the Indigent Board, shall have placed in the file with the Board the following:

- 1) Current data, statistics, schedules and information deemed necessary by the Board to determine the cost for indigent patients in that hospital or health care facility and/or the tariff rates or charges of an ambulance service.
- 2) Proof that the hospital, health care provider or ambulance service is licensed under the laws of the state of New Mexico or the state in which the hospital, health care facility or ambulance service operates.
- 3) Any other information or data deemed necessary by the Board.

B. Hospital, Health Care Providers and/or Ambulance Service Charges

- 1) The burden is on the hospital, health care provider, ambulance service, patient and/or applicant to properly submit the claim.
- 2) The Board does not have to pay the claim as submitted, but may review the charges to insure the claim is based on actual cost and not a profit margin.
- 3) Additionally, the Administrator may require cost documentation on individual items such as medication and equipment charges.

C. In the event that the Fund shall make all or partial payment of the indebtedness of the patient to the hospital, health care facility or ambulance service as a condition of receipt of such payment by the provider, the provider shall forgive the balance due from the patient.

D. The Board shall reject any kind of fraudulent claims that are made against the Fund.

E. The Board may set temporary lower payment limits of lower percentages of payment during periods when adequate funds are not available in order to discharge the maximum number of pending claims. On the other hand, the Board may set temporary higher payment limits for payment during periods when funds are available, when the Fund has more funds than are needed based on previous claims.

F. The meeting of a Board quorum which is held for the purpose of approving, denying, and/or hearing appeals of applicants or to discuss business within their authority shall be an open meeting. The Board will use a numbering or lettering system to keep confidential the identity of the individual whose claims are being discussed. The Fund shall be public record, including application to the Fund and payment from the Fund. However, the treatment, diagnosis, name and address of the applicant and household members and the itemized statement shall be considered confidential and shall be reviewed only by the Board, the Indigent Committee, if applicable, and Administrator.


G. Case Records. The Indigent Hospital Claims Office will retain case records in their files for a period of not less than 5 years. The Administrator may destroy their files when the information is no longer valid nor necessary and the time limitation for the retention of these records has expired.


H. The Administrator shall, in carrying out the provisions of the Indigent Hospital Claims Program, comply with the standards of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

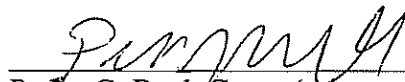
Repealer Clause. All other resolutions and parts of any resolutions of the County that are in conflict with this Resolution are hereby repealed, including resolutions 88-1, 89-16, 92-35, 94-33, 99-50, and 05-47.

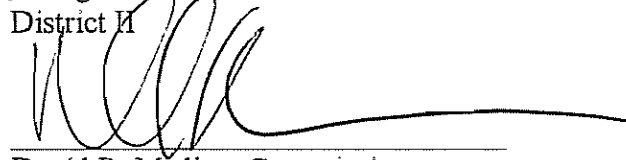
PASSED, APPROVED and ADOPTED on this 3rd day of **March, 2010**.

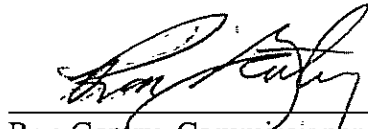
BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V


Georgia Otero-Kirkham, Vice-Chair
District II

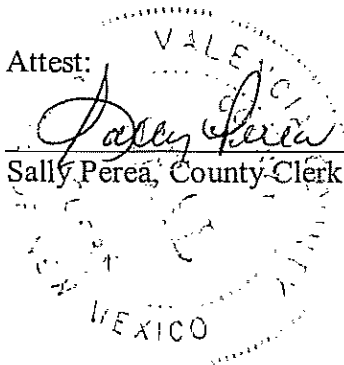

Pedro G. Rael, Commissioner
District I

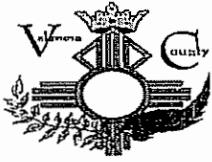

David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk





PROCLAMATION

Keep America Beautiful, Inc. Great American Cleanup 2010

WHEREAS, Keep America Beautiful, Inc., is a national nonprofit organization dedicated to helping individuals improve their community environments, and has established the Great American Cleanup™ as its signature national effort for involving American citizens in environmental stewardship;

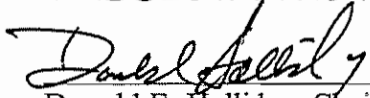
WHEREAS, Keep America Beautiful, Great American Cleanup, is celebrating its 26th Anniversary in 2010, featuring a over 3 million volunteers participating in over 30,000 events in over 32,000 communities in all 50 states;

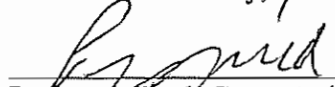
WHEREAS, Valencia County is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together;


WHEREAS, the Valencia County Commission has recognized the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives, and are committed to help spread the word about the importance of volunteerism and motivate everyone in our communities to become stewards of the environment;

NOW, THEREFORE, We, the Commissioners of Valencia County, do hereby proclaim March 1 through May 31; Keep America Beautiful, Great American Cleanup™ and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations.

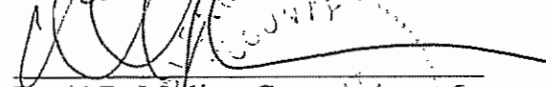
PASSED, APPROVED AND ADOPTED on this 3rd day of March, 2010


Donald E. Holliday, Chair


Pedro G. Rael, Commissioner


Ron Gentry, Commissioner


Georgia Otero-Kirkham, Vice-Chair


David R. Medina, Commissioner

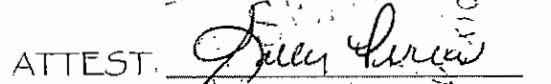
ATTEST. 
Sally Perea, County Clerk

EXHIBIT B

**JOINT POWERS AGREEMENT
BETWEEN THE
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
FORESTRY DIVISION
AND
VALENCIA COUNTY
FOR
WILDLAND FIRE PROTECTION AND SUPPRESSION**

AUTHORITIES

1. Forest Conservation Act, NMSA 1978, §§ 68-2-6, 68-2-8 and 68-2-24
2. Joint Powers Agreements Act, NMSA 1978, §§ 11-1-1 *et seq.*
3. Disaster Location Act, NMSA 1978, §§ 12-11-23 through 12-11-25
4. Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*
5. Federal Cooperative Forestry Assistance Act of 1978, P.L. 95-313
6. Fire Prevention and Protection NMSA 1978, § 3-18-11
7. Counties; Powers; Ordinances, NMSA 1978, § 4-37-1

PURPOSE

This Agreement is made pursuant to NMSA 1978, §§ 11-1-1 *et seq.* between the Energy, Minerals and Natural Resources Department, Forestry Division (EMNRD) and the County of Valencia (County), who may hereinafter be jointly referred to as the "Agencies".

This Agreement for Wildland Fire Protection and Suppression's purpose is to document EMNRD's and the County's agreement and commitment to mutual wildland fire suppression and management assistance and cooperation.

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in Exhibit A, Glossary.

RECITALS

WHEREAS, federal, state, county, and municipal lands are intermingled or adjacent, and wildland fires on these intermingled or adjacent lands may present a threat to lands one or both of the Agencies own, administer, or control;

WHEREAS, EMNRD is the designated state agency responsible for coordinating wildland fire suppression services among county and municipal fire departments, cooperating state agencies, and cooperating federal agencies pursuant to NMSA 1978, §§ 68-2-6, 68-2-8, and 68-2-24;

EXHIBIT C

WHEREAS, NMSA 1978, § 68-1-11 provides that employees or agents of governmental entities who authorize volunteer firefighters not certified according to national wildland firefighting standards to respond to wildland fires shall not be subject to criminal liability solely for allowing those volunteer firefighters to engage in firefighting activities;

WHEREAS, EMNRD has responsibility for wildland fire suppression on non-municipal and non-federal lands within New Mexico and the County has responsibility for wildland fire suppression on lands within the boundaries of its designated fire protection districts;

WHEREAS, it is to EMNRD's and the County's mutual advantage to coordinate efforts for the prevention, readiness, detection, suppression, and response to wildland fires, in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency or effectiveness;

WHEREAS, the control of wildland/urban interface fires in any jurisdiction may require the mobilization of personnel and other resources beyond the jurisdictional capability, and supporting agency resources may need to be organized and maintained for an extended period of time; and

WHEREAS, EMNRD and the County are public agencies as defined in NMSA 1978, § 11-1-2;

THEREFORE, in consideration of the mutual premises and conditions herein made, EMNRD and the County agree as follows:

1. Definition of Responsibilities:

A. EMNRD – The state agency that has responsibility for wildland fire suppression on non-municipal, non-federal, and non-tribal trust lands within New Mexico.

B. County – The entity with responsibility for wildland fire suppression on lands within the boundaries of its designated fire protection districts.

2. Resource Mobilization Plan (RMP): A statewide plan that establishes:

A. personnel and equipment standards for the County's resources that the County may make available to EMNRD for wildland fire suppression and management;

B. procedures by which EMNRD can request, mobilize, coordinate, and demobilize the County's resources used for wildland fire protection and management; and

C. rates and specific procedures and administrative methods by which

EMNRD will reimburse the County for the services of qualified and requested resources.

The Agencies shall annually review and, upon mutual agreement, modify the RMP; provided, however, that if such review is not completed, the latest RMP agreed upon by both parties shall remain in full force and effect.

3. Non-Reimbursable Assistance:

A. EMNRD shall not pay the County for the first four hours of initial attack expenses incurred by a County fire department responding to a fire within its own County designated fire protection district.

B. EMNRD shall reimburse the County for the first four hours of initial attack expenses incurred by County fire departments that respond to fires outside of their County designated fire protection district.

C. EMNRD shall not reimburse for resources it does not request.

4. Reimbursable Assistance: EMNRD shall reimburse the County in the following circumstances: a) initial attack fire suppression for situations that are not included in the Non-Reimbursable Assistance Paragraph; b) for extended attack wildland fire suppression; and c) wildland fire management activities.

EMNRD and the County shall designate a local contact person or persons who have authority to mobilize resources while assuring that adequate resources are retained for their own fire suppression responsibilities. Resource requests must be recorded by the resource order or similar tracking system. Requests not documented in this manner are not reimbursable.

EMNRD shall only reimburse the County for resources requested, qualified, and mobilized under this Agreement. The County shall notify EMNRD of all wildland fires in its jurisdiction within 24 hours and within that same 24-hour period, notify EMNRD of fire departments that are assisting the County in the suppression effort through mutual aid. All wildland fire mobilizations other than mutual aid shall only be at EMNRD's prior request. All County resources EMNRD requests and the County mobilizes outside of the County's jurisdiction shall meet the standards outlined in this Agreement.

5. County Reimbursement Rates:

A. Reimbursement of Personnel: EMNRD shall reimburse the County for paid career firefighter employees' regular pay, including overtime, pay differentials, benefits, travel, and per diem from their mobilization until their demobilization following procedures defined in the RMP. These paid career firefighter employees shall at all times remain covered under the County employee benefits, including workers' compensation. EMNRD shall not hire paid career firefighter employees during the incident.

During initial attack or extended attack, EMNRD may hire requested and RMP-qualified County volunteer firefighters as State of New Mexico emergency employees upon check-in at the incident. Emergency firefighter employee pay rates shall be established in the RMP and shall be based on job qualifications and job function at the incident. Firefighters EMNRD employs shall be individually reimbursed as state employees from their mobilization until their demobilization, following procedures defined in the RMP. Firefighters EMNRD employs shall be eligible as state employees for workers' compensation coverage.

B. **Reimbursement for Equipment Use:** EMNRD shall reimburse the County for use of equipment that meets the RMP standards as follows:

1) using the RMP wet rate when staffed wholly by paid career firefighters or volunteer firefighters whose qualifications including fitness; training and experience; equipment; and wildland personal protective equipment meet the RMP standards. EMNRD shall reimburse the County for use of equipment that meets the RMP standards;

2) using the base wet rate when staffed wholly by volunteer firefighters whose training and experience meet the RMP standards but do not meet the fitness standards; or

3) using the base rate when staffed wholly or partly by volunteer firefighters whose fitness, training, and experience do not meet the RMP standards.

EMNRD shall reimburse County for use of Federal Excess Property Program (FEPP) equipment at the FEPP rate whether staffed by paid career firefighters or volunteer firefighters that meet the RMP standards or by volunteer firefighters whose fitness, training, and experience do not meet the RMP standards.

6. No New Capital Outlay: The EMNRD Forestry Division Line Officer shall review all requests for all property purchases or replacements. Only reimbursable or expendable materials are eligible for reimbursement. Supply numbers (S#) will be issued by the EMNRD Forestry Division Line Officer for all property that is approved for reimbursement.

7. General Billing Procedures for Reimbursable Fire Assistance: EMNRD will reimburse the County for fire suppression resources when:

- A. EMNRD requests the resources;
- B. EMNRD approves the use of County equipment; and
- C. the County notifies EMNRD of the fire within 24 hours.

EMNRD shall only pay for County fire department resources within the fire department's

designated fire protection district when suppression work exceeds four hours.

8. Billing Estimates/Timeframes: On wildland fires where the County incurs costs pursuant to this Agreement, the County shall submit an EMNRD approved reimbursement form for reimbursement as soon as possible, but not later than 45 days after the fire is controlled.

9. Billing Estimates/Timeframes for Incidents with FEMA-Approved Grants: If an incident has been approved as a Fire Management Assistance grant through FEMA, the County shall submit the bill for reimbursement to EMNRD within 45 days from the designated incident period date as per FEMA Disaster Assistance, Fire Management Assistance Grant Program, 44 C.F.R. Part 204, as amended.

10. Billing Content: The County shall identify bills by funding code, fire name, location, jurisdictional unit, and appropriate order number; shall provide EMNRD with adequate documentation supporting the bills; and shall certify each bill to be true and correct.

11. Payment Due Dates: All bills shall have a payment due date 60 days after the date of receipt. If EMNRD cannot make payment before the 60 days expire, then EMNRD may request a 30-day extension from the County with oral or written justification.

12. Disputed Billings: EMNRD shall mail written notice to the County within 60 days of receipt of a bill that fully explains why a bill is being contested. EMNRD shall pay the uncontested portion of the bill. Contested items shall be resolved not later than 60 days of receipt of the written notice; thereafter, the County shall issue a corrected bill for payment by EMNRD. If the contested portion is not resolved within 60 days, EMNRD may deny this portion.

13. Payments: Payments shall refer to the bill number and fire name and shall be sent to the appropriate billing address as indicated in Exhibit B.

14. Independent Action on Lands Protected By Another Agency: Except as otherwise limited in the Local Operating Plan, nothing herein shall prohibit either EMNRD or the County, on its own initiative and without reimbursement, from going upon lands another Agency protects to engage in wildland fire suppression, when such fires threaten lands that are the Agency's protection responsibility. In such instances, the party taking action shall immediately notify the Jurisdictional Agency. Actions taken shall be consistent with the Jurisdictional Agency's fire management and suppression policies.

INTERAGENCY COOPERATION AND COORDINATION

- 15. National Guard Assistance:** EMNRD may seek National Guard assistance for wildland fire emergency purposes at the state level through the State Forester to the Governor, for a Governor's Declared Emergency on multi-jurisdictional wildland fires. The Incident Commander shall advise the State Forester upon the termination of the wildland fire emergency for purposes of demobilizing the National Guard. At that time the State Forester shall advise the Governor and the Adjutant General's Office of the Military Affairs Department that the fire emergency no longer exists.
- 16. County Government Resources:** If EMNRD requests County resources, those resources shall be considered EMNRD-provided resources, except as provided in the Non-Reimbursable Assistance and Reimbursable Assistance Paragraphs.
- 17. EMNRD as Liaison for County Resources:** EMNRD shall act as coordinator for County resources the County provides for wildland fires that are outside of the County's fire protection districts.
- 18. Emergency Declarations:** If the cost of a wildland fire on non-federal, non-municipal, non-tribal trust lands within the County's boundaries meets the Federal Emergency Management (FEMA) threshold EMNRD may request an Emergency Declaration for financial assistance pursuant to the State Civil Emergency Preparedness Act, NMSA 1978, §§ 12-10-1 *et seq.*
- 19. Incident Command System:** EMNRD and the County shall operate under the concepts defined in the National Interagency Incident Management System (NIIMS) or its successor and its component, the Incident Command System (ICS), as appropriate for providing qualified resources and for the management of incidents this Agreement covers.
- 20. Communication:** EMNRD and the County authorize each other to use their radio frequencies on wildland fires where they are providing assistance.
- 21. Local Operating Plan:** The Local Operating Plan shall establish and map County fire department designated fire protection districts and response areas and shall outline the details of implementing this Agreement. The Local Operating Plan shall designate EMNRD and the County's authorized representatives, and contact addresses and telephone numbers for resource mobilization and billing. The Local Operating Plan shall not supersede this Agreement's terms and shall be consistent with this Agreement.
- EMNRD and the County's authorized representatives, as specified in the Plan, shall develop a Local Operating Plan and conduct an annual review. If a review is not completed, the latest Local Operating Plan agreed upon by both parties shall remain in full force and effect.

22. EMNRD Firefighter Qualifications, Equipment, and Personal Protective Equipment: EMNRD firefighting personnel assigned to emergency fire suppression work shall be qualified according to the then current National Wildland Fire Qualifications Guide NWCG 310-1 and RMP guidelines. Firefighting equipment and personal protective equipment shall be properly configured and equipped for wildland fire suppression operations per National Wildfire Coordination Group (NWCG) standards.

23. County Firefighter Qualifications, Equipment, and Personal Protective Equipment:

A. **Non-Reimbursable Assistance:** For non-reimbursable assistance, the County's personnel qualifications, equipment, and personal protective equipment shall meet the County's standards and applicable State Fire Marshal rules.

B. **Reimbursable Assistance:**

1) **Paid Career Firefighters:** In order for EMNRD to reimburse assistance that paid career firefighters provide, the County shall ensure personnel qualifications including fitness; training and experience; equipment; and wildland personal protective equipment meet the RMP standards.

2) **Volunteer Firefighters on Extended Attack on Lands Under Federal Jurisdiction:** In order for EMNRD to reimburse assistance that volunteer firefighters provide on extended attack on lands under federal jurisdiction, the County shall ensure personnel qualifications including fitness, training and experience; equipment; and wildland personal protective equipment meet the RMP standards and that any federal land management agency ordered them.

All resources EMNRD mobilizes pursuant to B.1) and B.2) may receive a performance rating by the fire department supervisor. County shall submit such performance rating for review by EMNRD. A firefighter who receives a deficient performance rating shall not be considered by EMNRD as a qualified resource for future EMNRD incidents until re-qualified as prescribed in the RMP.

3) **Volunteer Firefighters on Initial Attack or Extended Attack on Lands Under Non-Federal Jurisdiction:** For extended attack on lands under non-federal jurisdiction where the Incident Commander has requested the assistance; or for initial attack in areas that are EMNRD's initial attack responsibility, EMNRD shall reimburse assistance provided by volunteer firefighters who have had basic wildland fire training and use equipment and wildland personal protective equipment that meet the RMP standards but who do not meet the RMP's fitness or training and experience standards.

24. Law Enforcement and Preservation of Evidence: Forestry Division law enforcement agents may conduct wildfire investigations on non-federal, non-municipal, and non-tribal trust lands. In addition, the County Sheriff's Office or County Fire

Marshal may conduct wildfire investigations on non-federal and non-tribal trust lands. Forestry Division law enforcement agents and the County Sheriff's Office or County Fire Marshal may assist each other with or coordinate a wildland fire investigation. The Forestry Division and County shall render mutual assistance in the gathering of evidence to the fullest extent practicable. As initial action is taken on a wildland fire, the initial attack forces shall preserve information and evidence pertaining to the wildland fire's origin and cause.

WILDLAND FIRE SUPPRESSION

25. Fire Notifications: EMNRD and the County shall immediately notify each other of wildland fires burning on or threatening non-federal, non-municipal, non-tribal trust lands.

26. Incidents:

A. EMNRD and the County shall establish a Unified Command and coordinate fire suppression resources.

B. The parties involved in the fire incident shall participate jointly in strategy sessions to reach mutual agreement on strategy and tactics within EMNRD's policies and guidelines.

The County's failure to comply with conditions stated in A or B above, is grounds for denial of payment by EMNRD.

27. Protection Priorities: The protection of human life is the single, overriding suppression priority. Once firefighters have been committed to an incident, these human resources become the highest value to be protected. The Incident Commander shall set priorities for protecting communities and community infrastructure, other property and improvements, and natural and cultural resources based on human health and safety, the values to be protected, and the protection costs.

28. Appropriate Suppression Action Policies: All fire suppression action shall be consistent with EMNRD's fire suppression policy and this Agreement's terms. The Local Operating Plan shall document procedures and criteria for the Agencies' representatives to communicate special land management considerations to Incident Commanders. The Incident Commander shall incorporate special conditions in the incident planning process, subject to delegation of authority.

29. Fire Reports: On incidents where the County makes the initial attack the County shall furnish a copy of its fire report to EMNRD within 45 days after the fire is controlled.

30. Structural Fire Suppression: Nothing in this Agreement is intended to make EMNRD responsible for structural fire suppression.

31. Aircraft: All aircraft orders shall be processed through EMNRD. EMNRD shall not reimburse the use of aerial resources not processed through EMNRD.

32. Procurement: Whenever EMNRD or the County is responsible for an incident's management, they shall comply with state procurement laws.

FEDERAL EXCESS PROPERTY PROGRAM (FEPP)

33. FEPP Equipment: EMNRD may provide the County with such FEPP firefighting equipment, as available and as it deems appropriate for use under the Federal Cooperative Assistance Program for placement with the County's fire department for fire prevention and control work. The exchange of FEPP equipment shall be documented in writing by EMNRD and the County's authorized representatives as specified in the Local Operating Plan.

34. License Plates: EMNRD shall provide official-use license plates for FEPP vehicles EMNRD makes available to the County for its fire department's use.

35. Equipment Maintenance: The County shall maintain the FEPP equipment EMNRD provides in good condition, reasonable wear and tear excepted, and make the equipment available to EMNRD for inspection upon reasonable request.

36. Equipment Use: The County shall use FEPP equipment EMNRD provides exclusively for fire purposes. Failure to comply with FEPP guidelines may result in EMNRD removing the equipment from the County's fire department.

37. Accessories or Alteration of Equipment: The County shall obtain EMNRD's written approval prior to adding accessories or altering any of the property provided pursuant to this Agreement. The County shall not sell, junk, or trade FEPP equipment. The County shall return FEPP equipment to EMNRD for disposition. Title to all accessories, tools, sirens, or other property that the County adds to equipment EMNRD furnishes shall remain with the County. The County may remove such property prior to the return of equipment to EMNRD, provided that removal does not materially damage the equipment.

38. Receipt of Equipment: The County shall transport the FEPP equipment EMNRD provides to and from locations EMNRD designates in writing, and upon the time of transfer of the equipment to the fire department, when necessary, paint and add such decals or insignias as EMNRD prescribes.

39. FEPP Insurance Coverage: The County shall obtain insurance coverage for the equipment EMNRD provides in accordance with the General Services Department, Risk Management Division's minimum requirements. EMNRD shall be named as co-insured. County shall provide EMNRD proof of insurance upon request.

40. Notification of Accident: The County shall immediately (within 24 hours) notify

EMNRD if the equipment EMNRD provides is involved in an accident.

GENERAL PROVISIONS

41. Appropriations: Nothing in this Agreement shall be construed as obligating EMNRD or the County to expend money in excess of appropriations authorized by state or local laws. The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature and the County. If sufficient appropriation or authorization is not granted, either party may terminate this Agreement, or suspend performance pending approval of sufficient appropriation or authorization, upon written notice from one to the other. Either party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

42. Mutual Sharing of Information: EMNRD and the County shall furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable state and federal rules and regulations.

43. Accident Investigations: Whenever a fire-suppression related accident involving County equipment or personnel hired by EMNRD occurs, the County shall immediately (within 24 hours) notify EMNRD. A team made up of representatives from affected agencies shall conduct an investigation. Upon the investigation's completion, EMNRD shall provide the information to the General Services Department, Risk Management Division.

44. Non-Wildland Fire and Medical Aid Responses: This Agreement is limited to wildland fire protection and does not include medical aid responses not related to or a result of a wildland fire or structural fire suppression.

45. Previous Agreements: This Agreement is intended to terminate and replace the following agreement for wildland fire protection:

- Joint Powers Agreement No. 77-521-2300-0250 (Wildfire Suppression)

Where other agreements that conflict with this Agreement exist, this Agreement shall supersede all others.

46. Suppression and Damage Collection: Nothing in this Agreement shall preclude EMNRD or the County from collecting damages and suppression costs from third parties (civil actions for recovery shall be taken independently) under the civil liability provisions of federal or state statutes or common law in a manner applicable law provides. However, whenever such collections have the effect of reducing the Billing Agency's net expenditures, then the bill shall be reduced proportionate to the amount

collected.

47. Employment Policy: Except as provided in the County's Reimbursement Rates Paragraph, County's employees shall not under this Agreement's terms become State of New Mexico employees. As a result of this Agreement the County, its agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to State of New Mexico employees. EMNRD employees shall not under this Agreement's terms become the County's employees. As a result of this Agreement EMNRD, its agents, and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to the County.

48. Workers' Compensation: Except as provided in the County's Reimbursement Rates Paragraph for the purposes of Workers' Compensation coverage, employees of the State of New Mexico and the County are covered under the New Mexico Workers' Compensation Act, NMSA 1978, §§ 52-1-1 *et seq.*, while assigned to assist in suppressing wildland fires on lands within the County's jurisdiction or within EMNRD's jurisdiction.

49. Insurance: Except as provided in the County's Reimbursement Rates Paragraph, EMNRD and the County shall provide insurance coverage for all injury or damage to persons or property, including third parties, that occurs as a result of the Agencies' respective actions and all personnel, agents, and volunteers the Agencies' respectively entrust; provided, however, this section shall not be read nor implemented inconsistently with the Tort Claims Act. EMNRD and the County shall maintain continuous insurance coverage of the activities described in this Agreement in effect.

50. Waiver of Claims: EMNRD does not have the authority to indemnify or hold the County harmless from all claims, liabilities, losses, damages, charges, etc., nor does the County have the authority to indemnify or hold EMNRD harmless from all claims, liabilities, losses, damages, charges, etc. EMNRD and the County shall each be responsible for errors, omission, and negligence of their employees to the extent provided under the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

51. Third Party Claims: Any liability to third parties that may arise under the performance of this Agreement shall be determined solely under the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

52. Disposition, Division, or Distribution of Property; Return of Surplus Funds: Upon this Agreement's expiration or termination, if EMNRD or the County has property or funds in its possession belonging to the other, the same shall be returned in proportion to the Agencies' original contribution.

53. Strict Accountability for Receipts and Disbursements: EMNRD and the County shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EMNRD, the Department of Finance and Administration (DFA), the County and the New Mexico State Auditor upon

request, and shall maintain all such records for three years after this Agreement has expired or has been terminated. These records shall be subject to examination and audit for three years after final payment.

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

55. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the State of New Mexico's laws.

56. Duration of Agreement: This Agreement shall not become effective until approved by the DFA Secretary and shall be ongoing unless terminated. Either EMNRD or the County may terminate participation in this Agreement by written notification to the other at least 90 days prior to the termination date. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the noticed termination date.


57. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the DFA Secretary. This Agreement may be amended at any time by all parties' written, mutual consent.

IN WITNESS WHEREOF, the parties have herein set their hand.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

COUNTY OF VALENCIA

By:  Date: March 3, 2010
Authorized Representative Title

STATE OF NEW MEXICO, DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____

EXHIBIT A

GLOSSARY OF TERMS

Agencies: The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, and the County of Valencia.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Authorized Representative: Agency official designated in this Agreement or in the Local Operating Plan who has authority to make decisions on matters related to this Agreement including approval of the Local Operating Plan, mobilization of resources, cost apportionment agreements, delegation of authority to the Incident Commander, Agency Representatives during incidents, and the acquisition of FEPP equipment.

County Jurisdiction: The County's jurisdiction, for this Agreement's purposes, is defined as the County's designated fire districts.

Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of agency, for initial attack or for critical need.

Extended Attack: A wildland fire incident that has exceeded the initial attack resources' suppression efforts.

Extended Attack Incident: A wildland fire that initial attack forces have not contained or controlled and for which more firefighting resources are arriving, en route, or the initial attack incident commander is ordering. Extended attack implies that the incident's complexity level has increased beyond the initial attack incident command's capabilities.

Fire Management: Activities and programs that include the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildland fire.

Incident Command System (ICS): The common emergency incident management system used on any incident or event and tailored to fit the incident/event's specific management needs.

Immediate: Acting without the intervention of another objective or cause. Occurring, acting, or accomplished without loss or interval of time.

Initial Attack: Preparedness and response to conduct the first wildland fire suppression actions with local resources.

Initial Attack Forces: Wildland fire suppression resources of agencies initially dispatched to a wildland fire in accordance with a pre-existing Local Operating Plan or

mobilization guide.

Multi-jurisdictional Incident: A wildland fire that is burning on more than one jurisdiction's lands or that threatens to burn on to another jurisdiction within the next operational period.

Protection Area Maps: The Local Operating Plan's official maps.

Qualified Resources: Those resources meeting or exceeding the minimum standards for use at an incident as prescribed in the Resource Mobilization Plan.

Reimbursable or expendable materials: Reimbursable commonly refers to the use of County equipment such as engines with personnel, graders, water tenders, etc. Expendable refers to items that are usually considered to be consumed during the suppression effort and are not recordable as returnable inventory.

Requested Resources: Those resources the Jurisdictional Agency specifically requests from the Supporting Agency in accordance with this Agreement.

Resources: All personnel, equipment, and aircraft available for assignment of tasks.

Resource Mobilization Plan (RMP): A statewide document that describes the specific standards, methods, procedures, protocols, and rates by which this Agreement will be implemented. The RMP will not supersede this Agreement's terms and shall be consistent with this Agreement.

Structural Protection: To protect structures from the threat of damage from advancing wildland fire. This normally does not include an attack on the fire that is inside the structure. It involves the use fire control lines and the extinguishment of spot fires near or on the structure.

Structural Fire Suppression: Defined as interior and exterior actions to suppress and extinguish a burning structure or improvement associated with standard structure fire protection, equipment, and training.

Suppression: All the work of confining and extinguishing a wildland fire beginning with its discovery through the incident's conclusion.

Values to be Protected: Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

Wildland Fire: Uncontrolled non-structural fire burning in wildlands such as forest, brush, prairie, or cropland fuels, or conflagrations involving such fuels and structures.

Wildland: Lands with few or no permanent improvements.

EXHIBIT B
FINANCIAL PLAN

Billing Addresses:

All bills for services provided to the state pursuant to the Reimbursable Assistance Paragraph shall be mailed to the following address for payment:

Forestry Division
District Forester – Bernalillo District
5105 Santa Fe Hills Blvd. NE
Rio Rancho, New Mexico 87144

All bills for services provided to Valencia County pursuant to the Reimbursable Assistance Paragraph shall be mailed to the following address for payment:

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

**Valencia County
Board of County Commission
Resolution 2010- 17**

**A RESOLUTION
ADOPTING THE 2010 ANNUAL CERTIFIED MAINTAINED
MILEAGE REPORT**

WHEREAS, the Board of County Commissioners(BoCC) acted in its regularly scheduled meeting on March 3, 2010, to adopt the 2010 Annual Certified County Maintained Mileage Report for 2010;and desires the State Department of Transportation (NMDOT) to accept same; and

WHEREAS, pursuant to NMSA 1978, section 66-6-23 (2003), the BoCC shall certify and submit an Annual Certified County Maintained Mileage Report to the Secretary of the Department of Transportation, on or before April 1st of each year; and

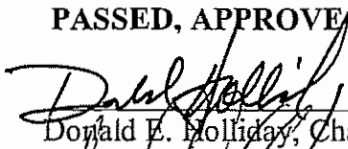
WHEREAS, the mileage verified by the Secretary of NMDOT shall be the official mileage of public roads maintained by each county and reported to the NM State Treasure's Office for funding distribution purposes;

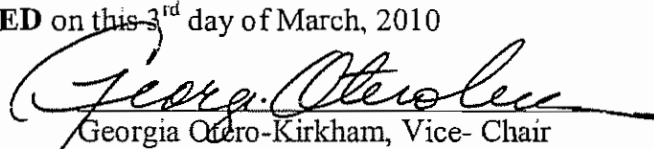
WHEREAS, the BoCC has, in 2009, reevaluated and continues to reassess its road inventory.

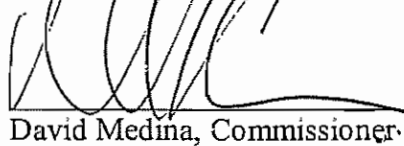
NOW THEREFORE, BE IT RESOLVED, by the governing body of Valencia County that:

1. the 2010 Annual Certified County Maintained Mileage Report is an accurate reflection of County maintained roads for 2010;
2. the County submits the attached Report to the Secretary of the NMDOT in meeting its obligation pursuant to statutory requirements

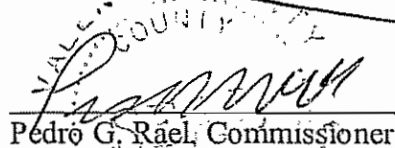
PASSED, APPROVE AND ADOPTED on this 3rd day of March, 2010


Donald E. Holliday, Chairman


Georgia Otero-Kirkham, Vice- Chair


David Medina, Commissioner


Ron Gentry, Commissioner


Pedro G. Rael, Commissioner

Attest:

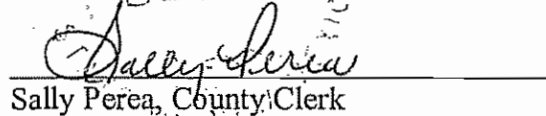

Sally Perea, County Clerk

EXHIBIT D

Valencia County
Board of County Commission
Resolution 2010- 18

A RESOLUTION
ADOPTING THE 2010-2011 COUNTY ROAD
IMPROVEMENT PROGRAM

WHEREAS, the Board of County Commissioners acted in its regularly scheduled meeting on March 3, 2010 to adopt the **County Road Improvement Program** for 2010-2011; and desires of the state Department of Transportation (NMDOT) to accept same; and

WHEREAS, it is the desire of the County Commission to prioritize road improvements based on road conditions, classification and the needs of its citizens; and

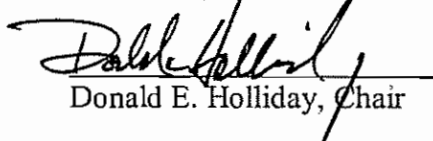
WHEREAS, the NMDOT has requested that Valencia County utilize all available funding sources at its discretion for County road improvements; and

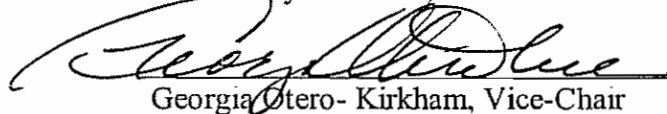
WHEREAS, it is to the benefit of the citizens of the County for the County Commission to upgrade its road system, and endorse an aggressive Road Improvement Program; and

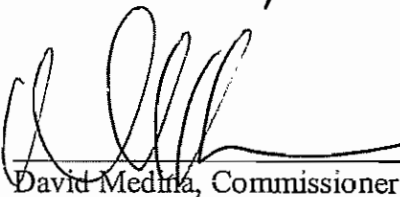
NOW THEREFORE, BE IT RESOLVED, by the governing body of Valencia County that:

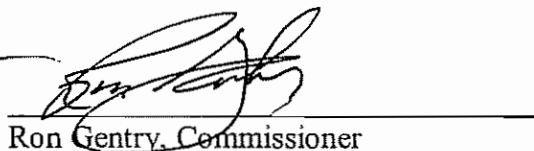
1. The 2010-2011 **County Road Improvement Program** is of a high priority and is predicated off current needs and road conditions
2. The County resolves to utilize the state COOP, County Arterial Program; and School Bus Route agreement with NMDOT for FY 2010-11 to improve the roads listed on the attached estimates

PASSED, APPROVE AND ADOPTED on this 3rd day of March, 2010


Donald E. Holliday, Chair

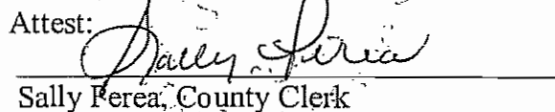

Georgia Otero- Kirkham, Vice-Chair


David Medina, Commissioner


Ron Gentry, Commissioner


Pete G. Rael, Commissioner

EXHIBIT E

Attest: 
Sally Perea, County Clerk

Dist.	Road Name	Scope of Work	CAP	SP	SB
COMMISSION DISTRICT I					
1	Short Street	2" Pave		\$ 16,000.00	
1	Shawn Court	2" Pave	\$ 15,600.00		
1	AT & T Road	1 1/2" Pave			\$ 66,400.00
TOTAL			\$ 15,600.00	\$ 16,000.00	\$ 66,400.00 \$ 98,000.00
COMMISSION DISTRICT II					
2	El Cid	2" Pave	\$52,000.00		
2	Carmel	3" Base Course		\$6,000.00	
2	Airport Drive	3" Base Course		\$5,000.00	
2	Dos Locos RD	Skin Patch		\$4,000.00	
2	Omar	2" Pave			\$31,000.00
TOTAL			\$52,000.00	\$ 15,000.00	\$ 31,000.00 \$98,000.00
COMMISSION DISTRICT III					
3	Jose I Garcia	1.5" PAVE			\$50,000.00
3	Peyton	1.5" PAVE	\$26,744.32		
3	Sunflower	Pulverize	\$16,255.68		
3	Edmundo Road	Skin Patch		\$5,000.00	
TOTAL			\$ 26,744.32	\$5,000.00	\$ 50,000.00 \$ 98,000.00
COMMISSION DISTRICT IV					
4	Gabaldon Road	Stripping			\$ 15,000.00
4	Gabaldon Road	Patch & Pave			\$ 12,000.00
4	Oney Road	Millings	\$ 12,000.00		
4	Montano Road	Skin Patch		\$ 8,000.00	
4	Hillandale	1 1/1" Pave			\$ 21,000.00
4	Horse Ranch Road	Millings		\$ 7,000.00	
4	La Mirada	Skin Patch		\$ 7,000.00	
4	Rio Communities Way	1 1/2" Pave			\$ 12,000.00
4	Nancy Lopez	Speed Humps	\$ 4,000.00		
TOTAL			\$ 16,000.00	\$ 22,000.00	\$ 60,000.00 \$ 98,000.00
COMMISSION DISTRICT V					
5	High Mesa Road	2" PAVE			\$70,000.00
5	Bennett	Millings	\$11,200.00		
5	Fiesta Loop	2" Base Course		\$16,800.00	
TOTAL			\$11,200.00	\$16,800.00	\$70,000.00 \$98,000.00
TOTALS AMT CAP, COOP & SB			\$121,544.32	\$74,800.00	\$277,400.00 \$473,744.32

2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

0.74

Comm.

1

Street:

Short St

Miles

Width (FT)

Length (FT)

SY

Juan P Sanchez to Mimms

0.084

24

443.52

1183

BID LOT 1

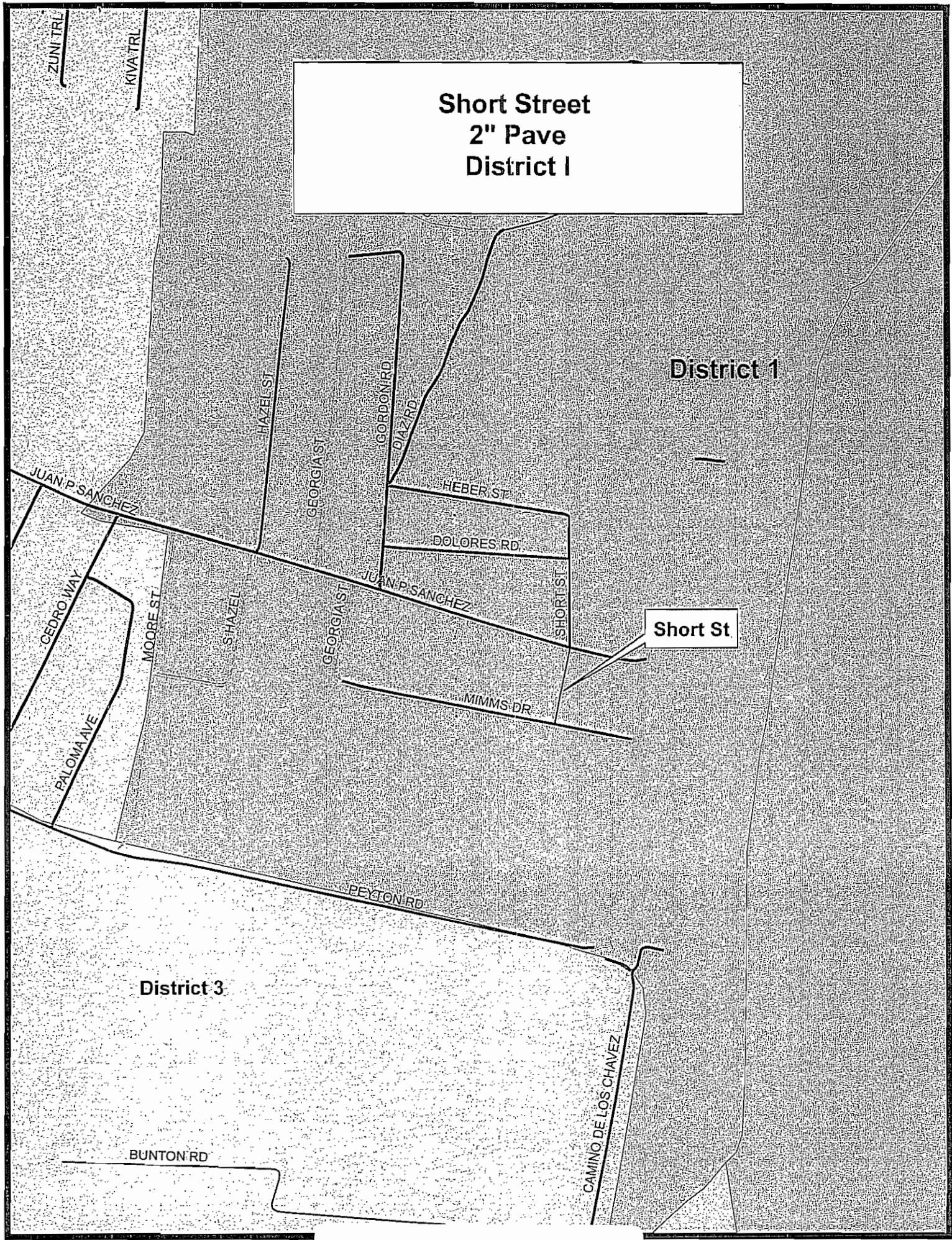
Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Maternal Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Maternal Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
23	4-5	Subgrade Preparation, 6" at 95%. (Same as Item No. 22) (For quantities of 200 to 3,000 SY per site).	1183.00	SY	\$ 1.66	\$ 1,963.78
43	4-6	2" B Res. w/ PG 70-22	1183.00	SY	\$ 9.29	\$ 10,990.07
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
					Subtotal	\$ 15,147.61

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$15,147.61
					Testing 2.75%	
					Sum	\$15,147.61
					NMGRT	\$908.86
					Total	\$16,056.47

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

0.71

Comm.

Street:

Shawn Ct

Miles

Width (FT)

Length (FT)

SY

0.081

24

427.68

1140

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
23	4-5	Subgrade Preparation, 6" at 95%. (Same as Item No. 22) (For quantities of 200 to 3,000 SY per site).	1150.00	SY	\$ 1.66	\$ 1,909.00
43	4-6	2" B Res. w/ PG 70-22	1140.00	SY	\$ 9.29	\$ 10,590.60
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
Subtotal						\$ 14,693.36

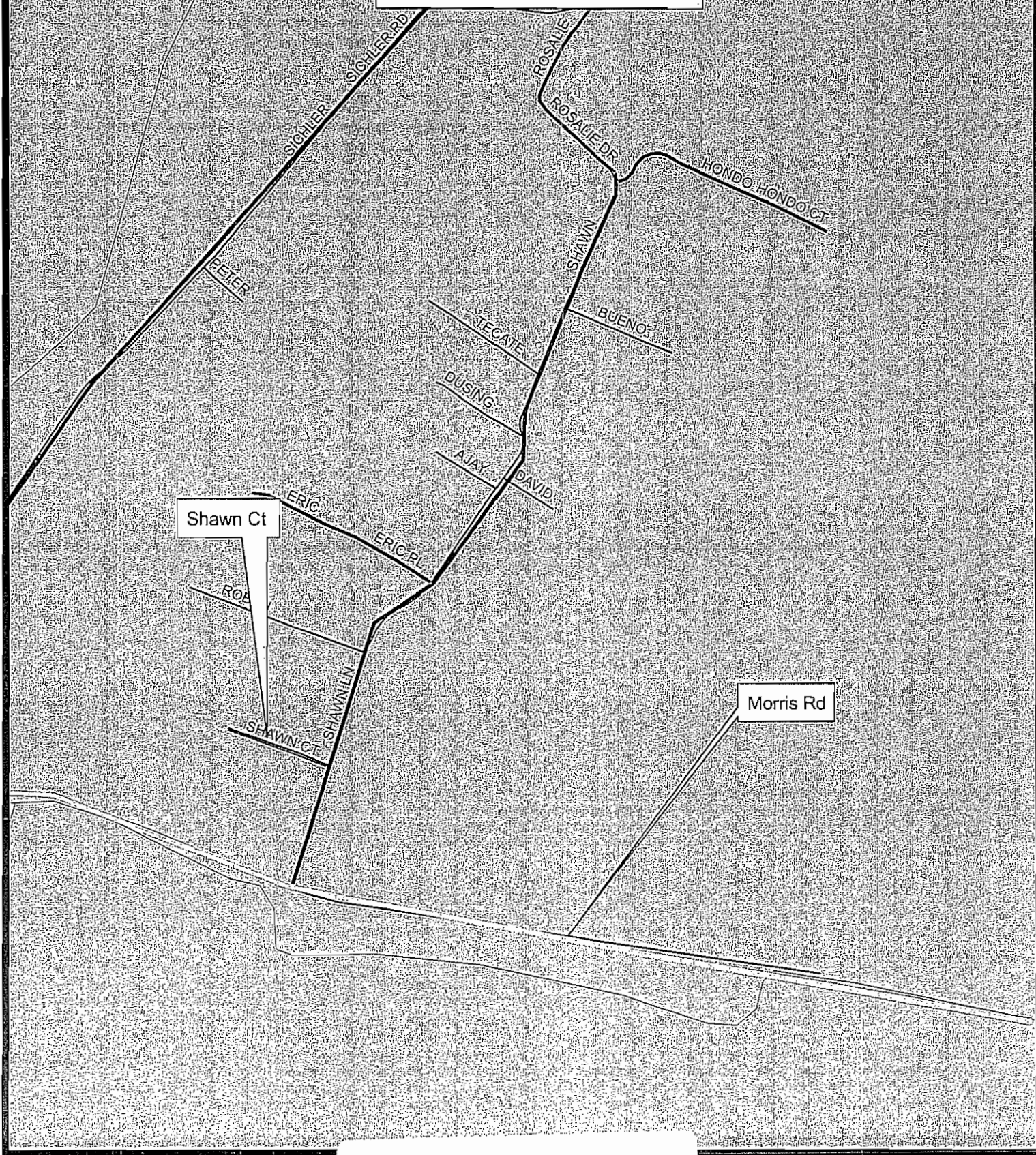
BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
Subtotal						\$ -
Subtotal (Lot 1 + Lot 2)						\$14,693.36
Testing 2.75%						
Sum						\$14,693.36
NMGR						\$881.60
Total						\$15,574.96

Note: **THIS IS AN ESTIMATE ONLY**

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

**Shawn Ct
2" Paving
District 1**



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

5.28

Comm.

Street:

AT & T Road

Miles

Width (FT)

Length (FT)

SY

Villa Linda to York Ln

0.6

24

3168

8448

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
41	4-6	1.5" B Res. w/PG 70-22	8600.00	SY	\$ 6.97	\$ 59,942.00
57	4-7	Tack Coat	5.28	TON	\$ 612.54	\$ 3,234.21
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
					Subtotal	\$ 65,369.97

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -

Subtotal (Lot 1 + Lot 2) \$65,369.97

Testing 2.75%

Sum \$65,369.97

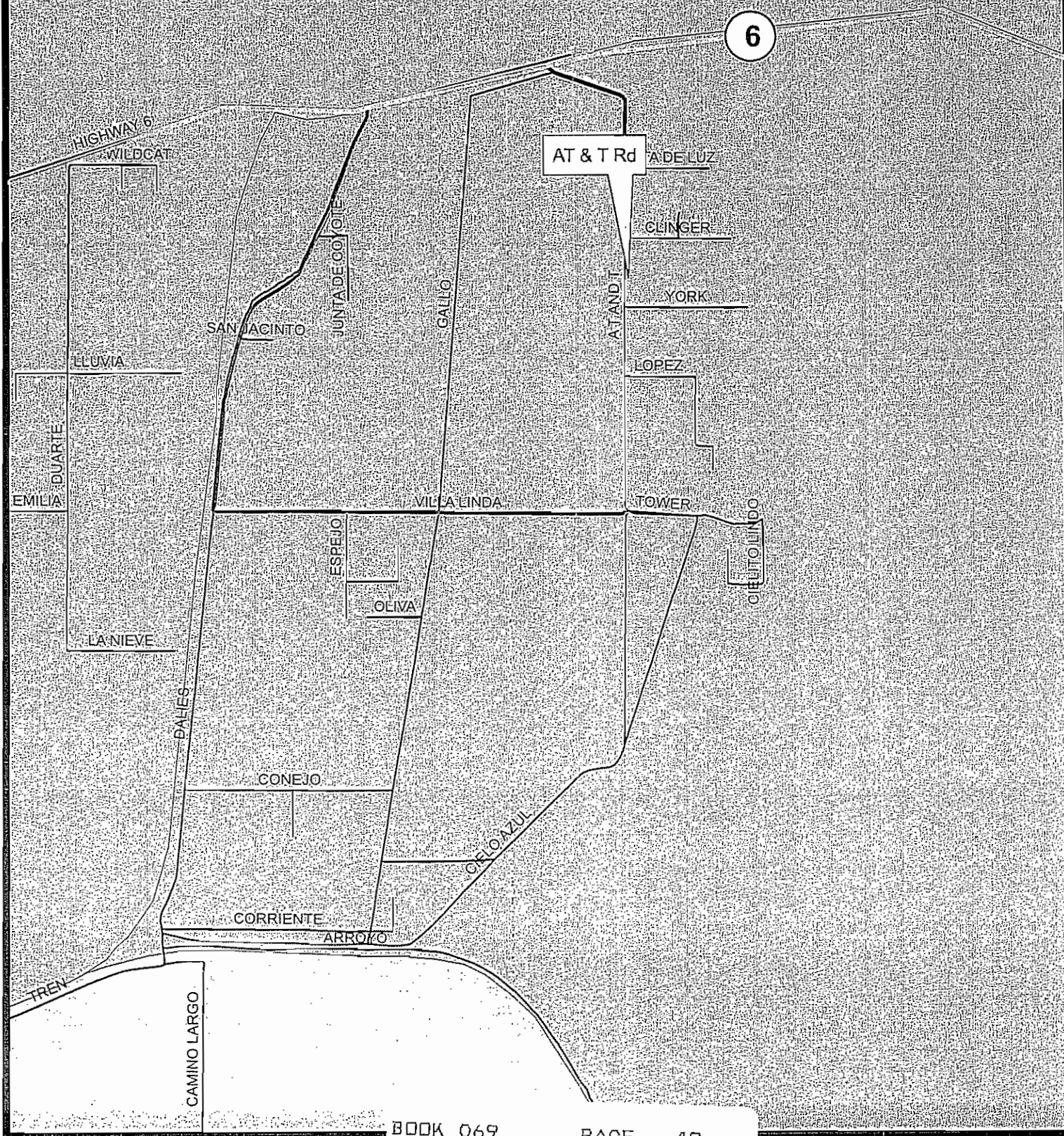
NMGR \$3,922.20

Total \$69,292.17

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

AT & T Road
Villa Linda to York Ln
District 1



2/26/2010

Project Estimate

Prepared by: Lina Benavidez
Contract No.
Comm. 2
Street: El Cid

Prime/Tack Tons
2.90

Miles	Width (FT)	Length (FT)	SY
0.33	24	1742.4	4646

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
23	4-5	Subgrade Preparation, 6" at 95%. (Same as Item No. 22) (For quantities of 200 to 3,000 SY per site).	4646.00	SY	\$ 1.66	\$ 7,712.36
43	4-6	2" B Res. w/ PG 70-22	4646.00	SY	\$ 9.29	\$ 43,161.34
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
Subtotal						\$ 53,067.46

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
Subtotal						\$ -
Subtotal (Lot 1 + Lot 2)						\$53,067.46
Testing 2.75%						
Sum						\$53,067.46
NMGRT						\$3,184.05
Total						\$56,251.51

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

El Cid Lp
2" Pave
District II

El Cid

2/26/2010

Project Estimate

Prepared by: Lina Benavidez
Contract No.
Comm. 2
Street: Carmel

Prime/Tack Tons
4.40

Miles	Width (FT)	Length (FT)	SY
0.5	24	2640	7040

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		3" Base Course	822.00	TONS	\$ 7.30	\$ 6,000.60

Subtotal \$ 6,000.60

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -

Subtotal \$ -

Subtotal (Lot 1 + Lot 2) \$6,000.60

Testing 2.75%
Sum \$6,000.60
NMGRT \$360.04
Total \$6,360.64

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Carmel
3" Base Course
District II

Carmel

2/26/2010

Project Estimate

Prepared by: Lina Benavidez
Contract No.
Comm. 2
Street: Airport Dr

Prime/Tack Tons
0.00

Miles	Width (FT)	Length (FT)	SY

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		3" Base Course	685.00	TONS	\$ 7.30	\$ 5,000.50

Subtotal \$ 5,000.50

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -

Subtotal \$ -

Subtotal (Lot 1 + Lot 2) \$5,000.50

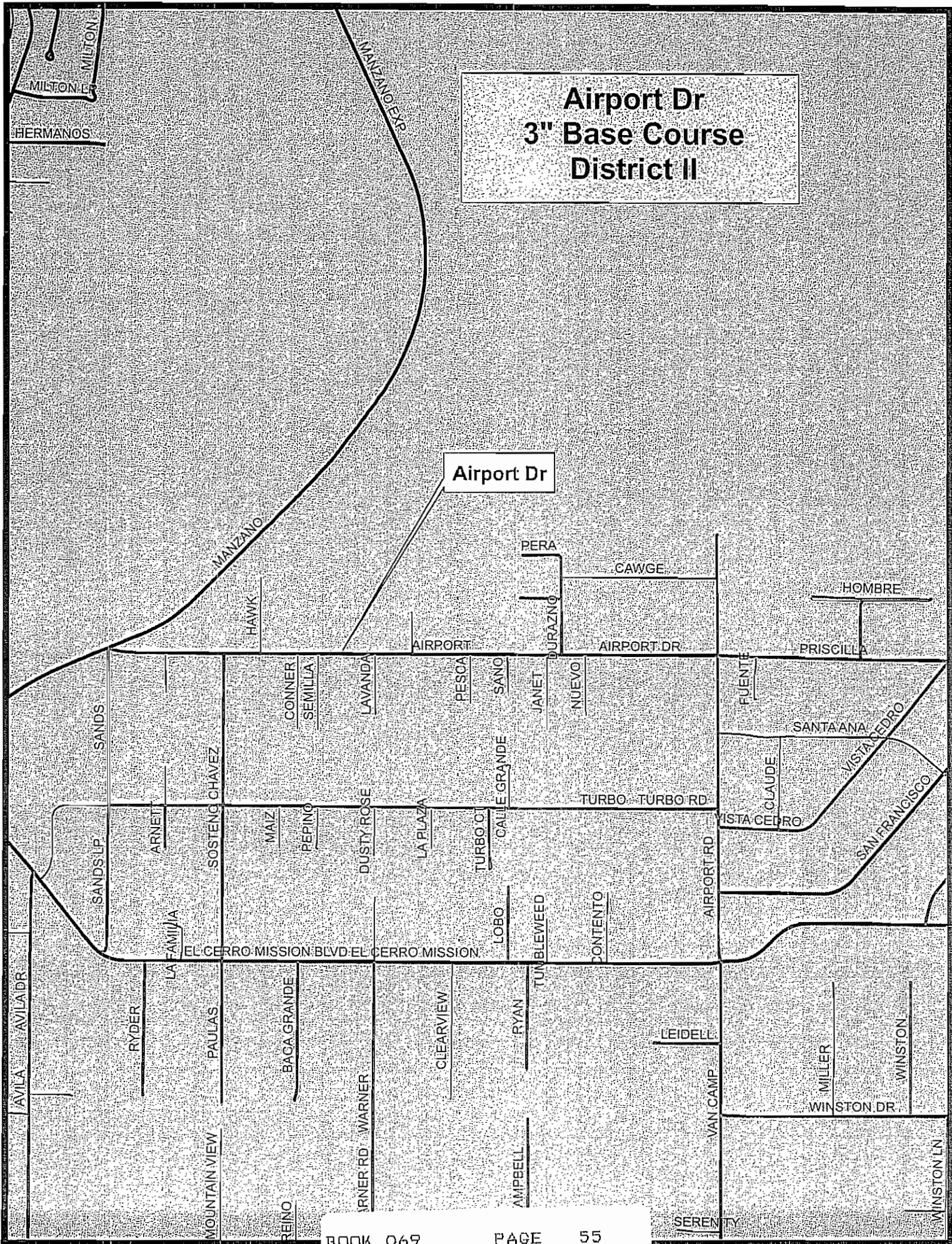
Testing 2.75%
Sum \$5,000.50
NMGRT \$300.03
Total \$5,300.53

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Airport Dr
3" Base Course
District II

Airport Dr



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Contract No.

Comm. 2

Street: **Dos Locos Road**

Prime/Tack Tons

0.00

Miles

Width (FT)

Length (FT)

SY

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		Sin Patching	63.50	TONS	\$ 63.00	\$ 4,000.50

Subtotal	\$ 4,000.50
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BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -

Subtotal \$ -

Subtotal (Lot 1 + Lot 2)	\$4,000.50
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Testing 2.75%

Sum	\$4,000.50
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NMGRT	\$240.03
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Total	<u>\$4,240.53</u>
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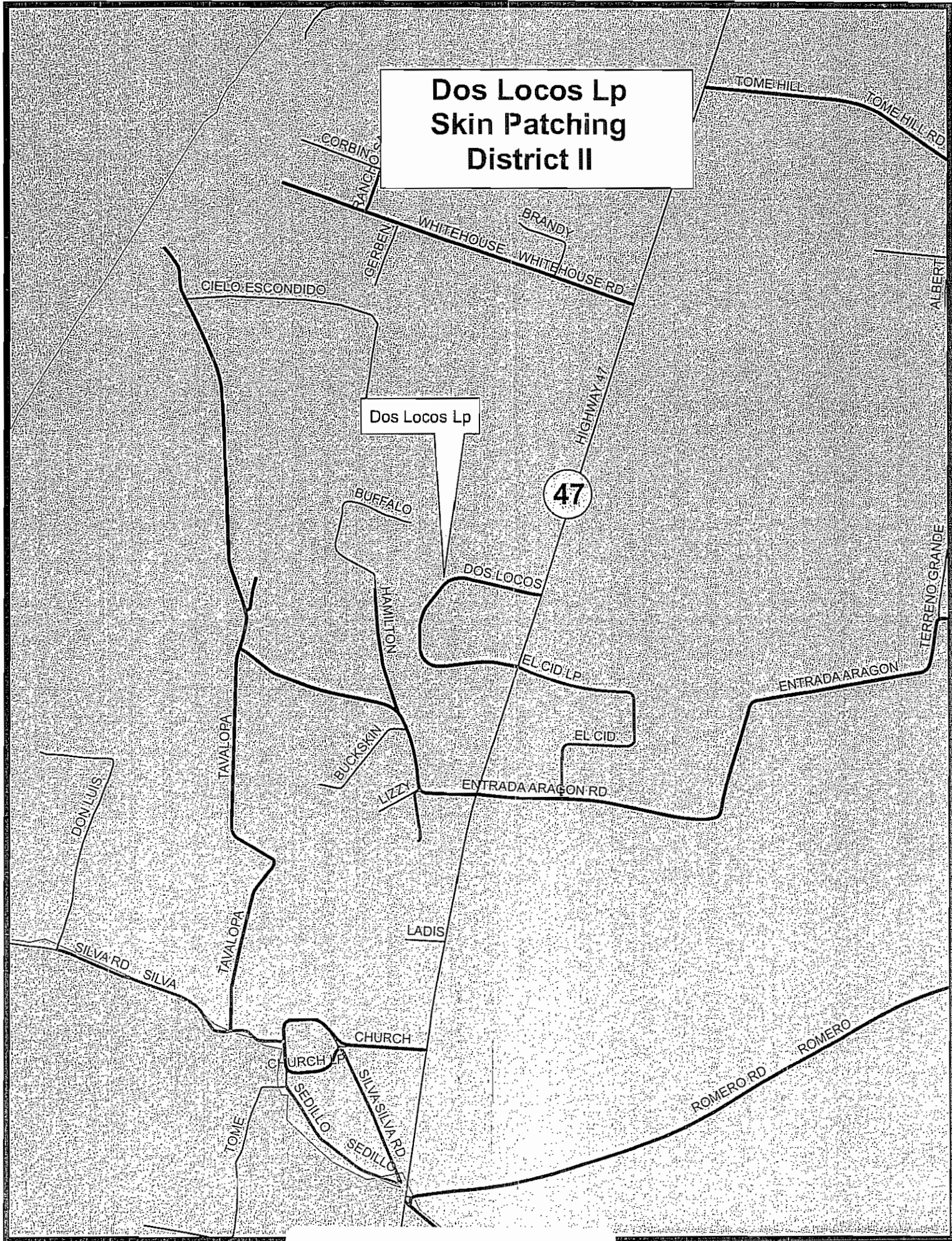
Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

**Dos Locos Lp
Skin Patching
District II**

Dos Locos Lp

47



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

1.69

Comm.

2

Street:

Omar

Miles

Width (FT)

Length (FT)

SY

0.21

22

1108.8

2710

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
23	4-5	Subgrade Preparation, 6" at 95%. (Same as Item No. 22) (For quantities of 200 to 3,000 SY per site).	2710.00	SY	\$ 1.66	\$ 4,498.60
43	4-6	2" B Res. w/ PG 70-22	2710.00	SY	\$ 9.29	\$ 25,175.90
57	4-7	Tack Coat	1.69	TON	\$ 612.54	\$ 1,035.19
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
					Subtotal	\$ 32,592.60

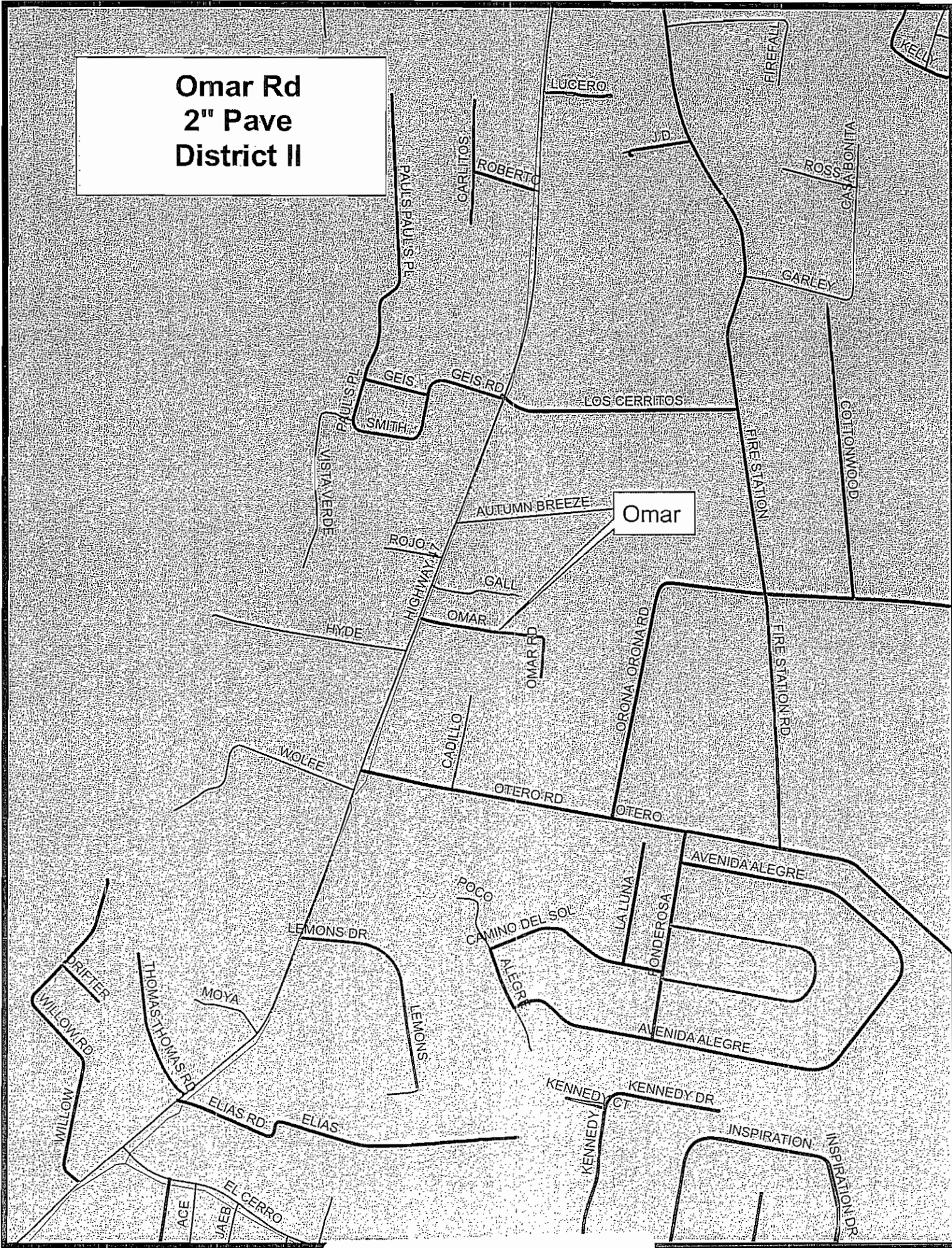
BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$32,592.60
					Testing 2.75%	
					Sum	\$32,592.60
					NMGRT	\$1,955.56
					Total	\$34,548.16

Note: **THIS IS AN ESTIMATE ONLY**

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Omar Rd
2" Pave
District II



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

3.96

Comm.

3

Street:

Jose I Garcia

Miles

Width (FT)

Length (FT)

SY

0.45

24

2376

6336

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
41	4-6	1.5" B Res. w/PG 70-22	6336.00	SY	\$ 6.97	\$ 44,161.92
57	4-7	Tack Coat	6.07	TON	\$ 612.54	\$ 3,718.12
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
Subtotal						\$ 50,073.80

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
Subtotal						\$ -
Subtotal (Lot 1 + Lot 2)						\$50,073.80
Testing 2.75%						
Sum						\$50,073.80
NMGRT						\$3,004.43
Total						\$53,078.23

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Jose I Garcia
1 1/2 PAVE
Tiara to Square Deal

Jose I Gacia

2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Contract No.

Comm.

3

Street:

Peyton

Prime/Tack Tons

2.20

Miller to end of Pavement

Miles

Width (FT)

Length (FT)

SY

0.25

24

1320

3520

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	4.00	HR	\$ 54.92	\$ 219.68
5	4-2	Laboratory Evaluation of Material Sample	4.00	UNIT	\$ 340.09	\$ 1,360.36
41	4-6	1.5" B Res. w/PG 70-22	3520.00	SY	\$ 6.97	\$ 24,534.40
57	4-7	Tack Coat	2.20	TON	\$ 612.54	\$ 1,347.59
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
Subtotal						\$ 27,764.90

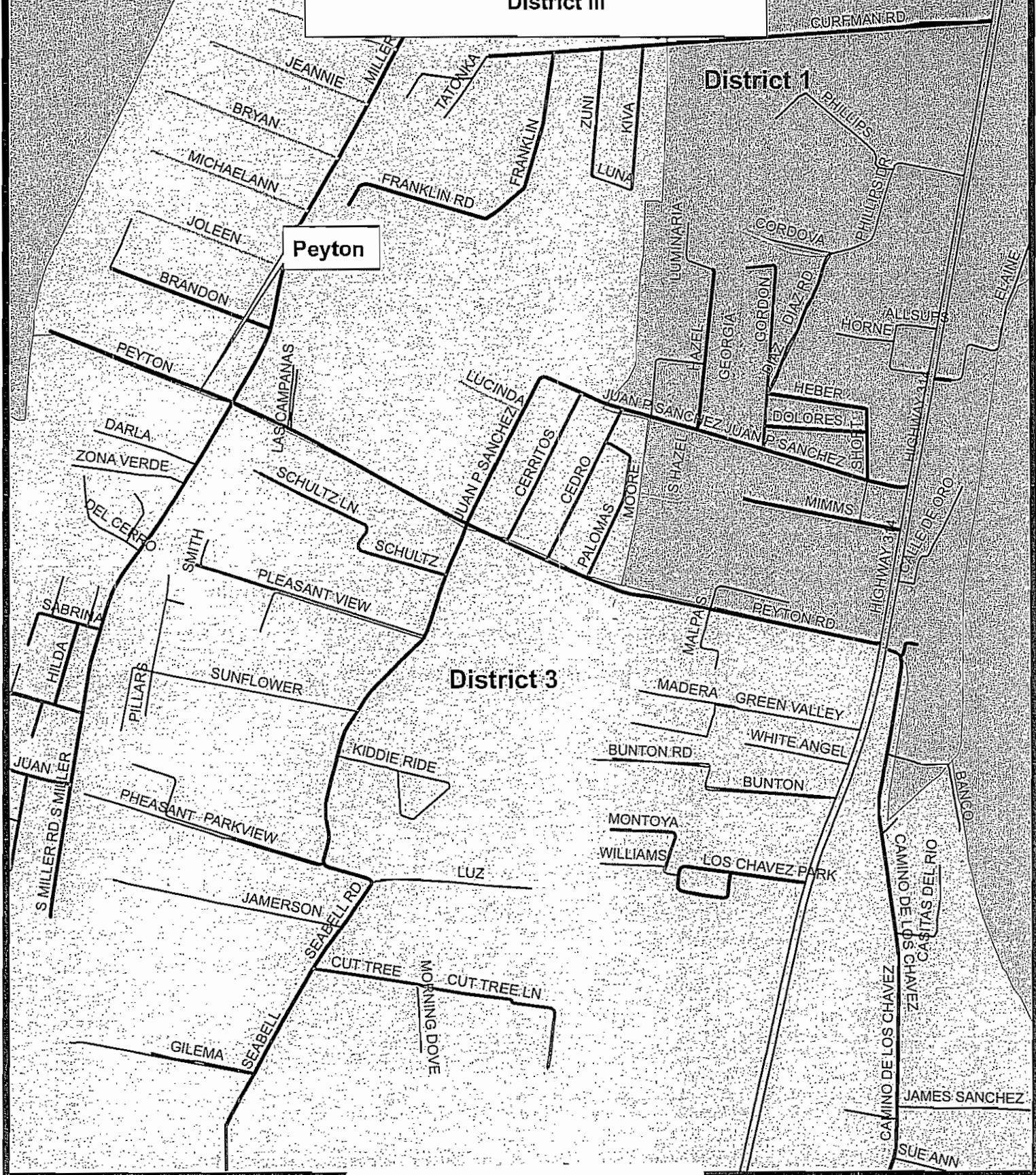
BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
Subtotal						\$ -
Subtotal (Lot 1 + Lot 2)						\$27,764.90
Testing 2.75%						
Sum						\$27,764.90
NMGR						\$1,665.89
Total						\$29,430.79

Note: **THIS IS AN ESTIMATE ONLY**

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Peyton
Miller to End of pavement
2" Pave
District III



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

6.62

Comm.

Street:

SunFlower

Miles

Width (FT)

Length (FT)

SY

0.752

24

3970.56

10588

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
18	4-4	Pulverize existing asphalt up to 6" thick	10588.00	SY	\$ 1.41	\$ 14,929.08
108	4-12	Traffic control per hour. Must comply with the most current edition of the Manual on Uniform Traffic Control Devices	4.00	HOURL	\$ 25.90	\$ 103.60
					\$ -	\$ -
					\$ -	\$ -
					Subtotal	\$ 15,335.55

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$15,335.55
					Testing 2.75%	
					Sum	\$15,335.55
					NMGRT	\$920.13
					Total	\$16,255.68

Note: THIS IS AN ESTIMATE ONLY

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Sunflower Ave
Pulverizing
District III

Sunflower Ave

2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Contract No.

Comm.

Street:

Edmundo

Miles

Prime/Tack Tons

1.94

Width (FT)

Length (FT)

SY

0.221

24

1166.88

3112

BID LOT 1

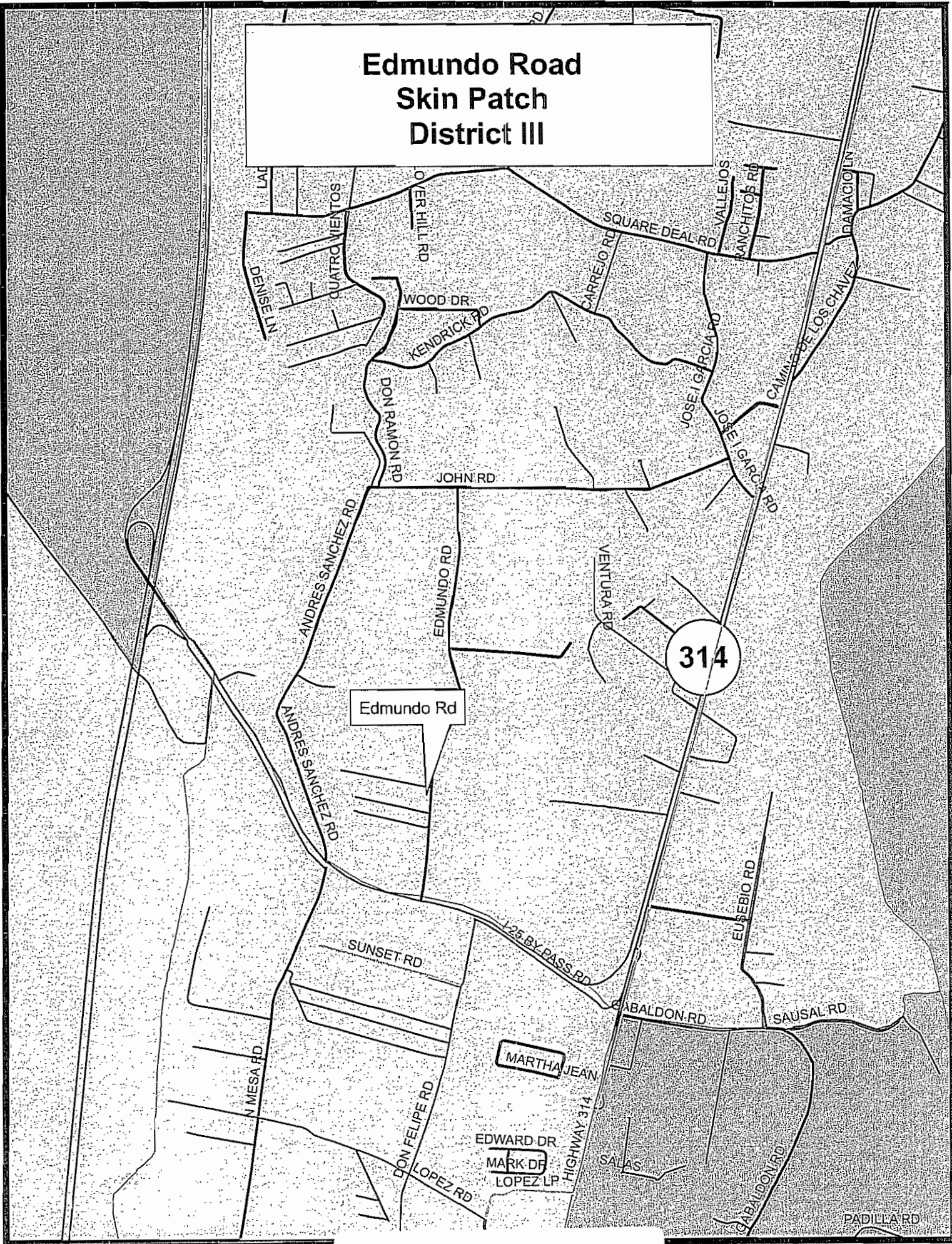
[illegible]**BID LOT 2**

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$5,000.00
					Testing 2.75%	
					Sum	\$5,000.00
					NMGRT	\$300.00
					Total	<u>\$5,300.00</u>

Note: *THIS IS AN ESTIMATE ONLY*

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

Edmundo Road
Skin Patch
District III



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

3.96

Comm.

5

Street:

High Mesa Road

Miles

Width (FT)

Length (FT)

SY

0.45

24

2376

6336

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
2	4-2	Non emergency mobilization and demobilization for small specialty repairs.	1.00	LUMP	\$ 302.87	\$ 302.87
4	4-2	Site Density Testing or Material Sample Collection	6.00	HR	\$ 54.92	\$ 329.52
5	4-2	Laboratory Evaluation of Material Sample	5.00	UNIT	\$ 340.09	\$ 1,700.45
23	4-5	Subgrade Preparation, 6" at 95%. (Same as Item No. 22) (For quantities of 200 to 3,000 SY per site).	6336.00	SY	\$ 1.66	\$ 10,517.76
43	4-6	2" B Res. w/ PG 70-22	6336.00	SY	\$ 9.29	\$ 58,861.44
57	4-7	Tack Coat	3.96	TON	\$ 612.54	\$ 2,425.66
109	4-12	Traffic control per day (24 hour period). Must comply with the most current edition of the Manual on Uniform Traffic Control Devices.	1.00	DAY	\$ 310.85	\$ 310.85
					Subtotal	\$ 74,137.70

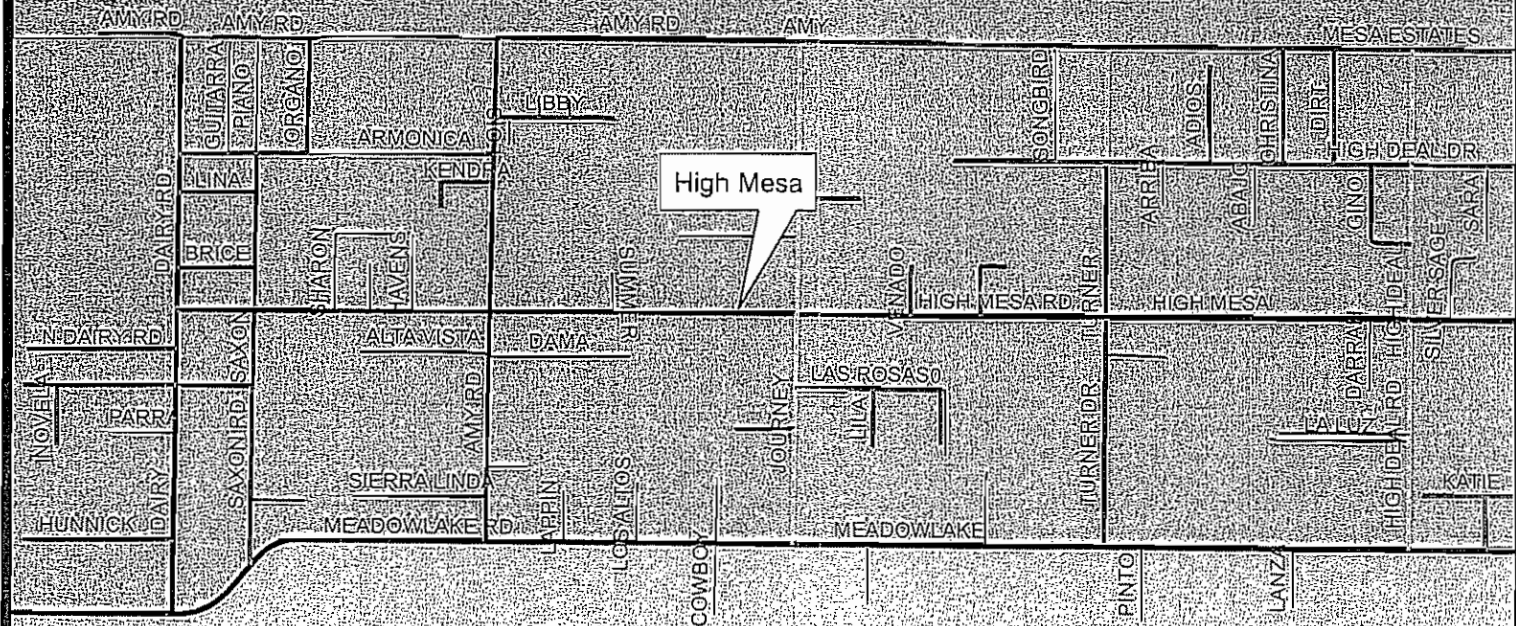
BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
...					\$ -	\$ -
...						
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$74,137.70
					Testing 2.75%	
					Sum	\$74,137.70
					NMGRT	\$4,448.26
					Total	\$78,585.96

Note: **THIS IS AN ESTIMATE ONLY**

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

High Mesa Rd
2" PAVE
Approximately .45 Mi.
District IV



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

3.96

Comm.

5

Street:

Bennett

Miles

Width (FT)

Length (FT)

SY

0.45

24

2376

6336

BID LOT 1

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		2" Millings	800.00	TONS	\$ 14.00	\$ 11,200.00
					Subtotal	\$ 11,200.00

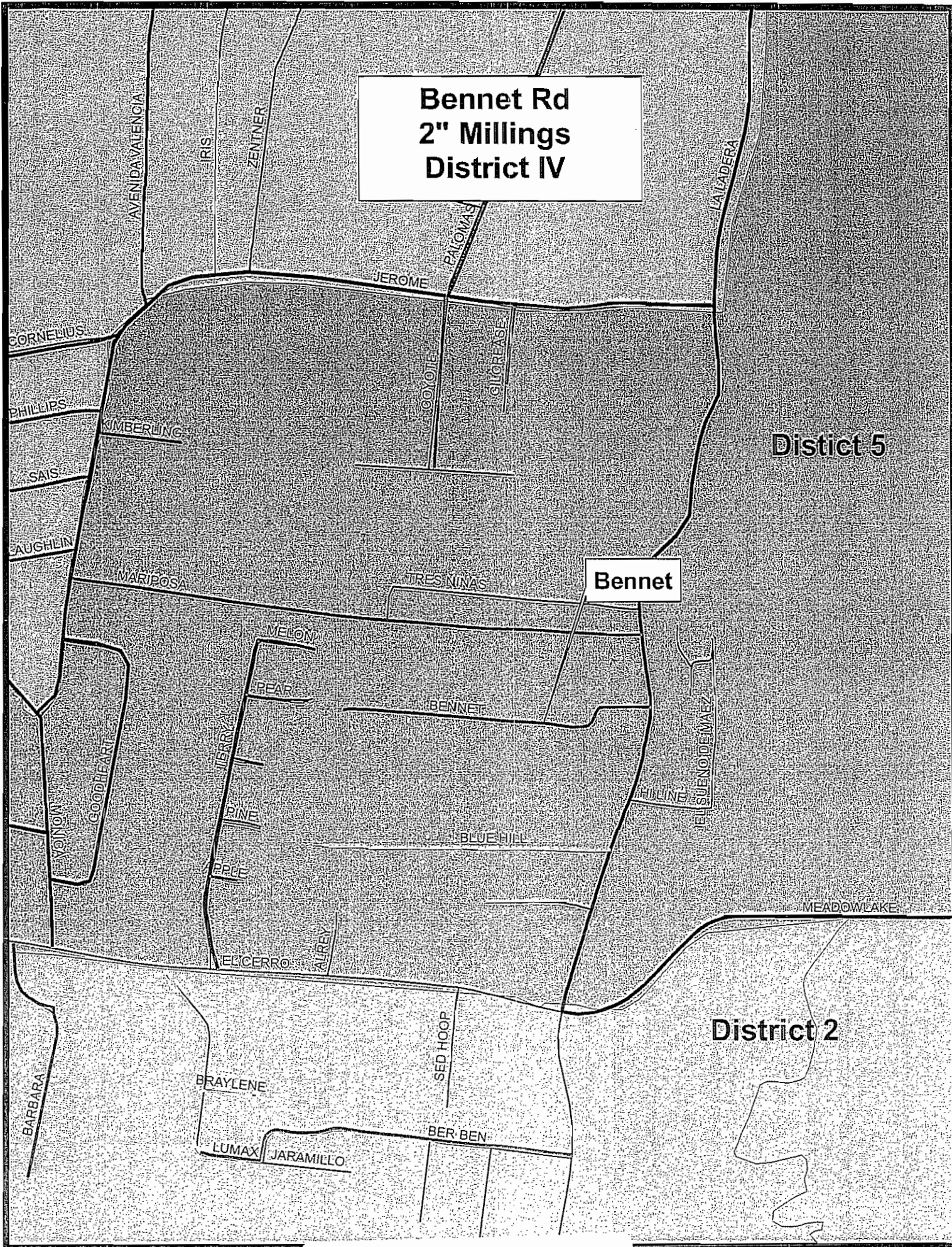
BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$11,200.00
					Testing 2.75%	
					Sum	\$11,200.00
					NMGRT	\$672.00
					Total	\$11,872.00

Note: **THIS IS AN ESTIMATE ONLY**

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.

**Bennet Rd
2" Millings
District IV**



2/26/2010

Project Estimate

Prepared by: Lina Benavidez

Prime/Tack Tons

Contract No.

1.24

Comm.

5

Street:

Burch Lane

Miles

Width (FT)

Length (FT)

SY

0.141

24

744.48

1985

BID LOT 1

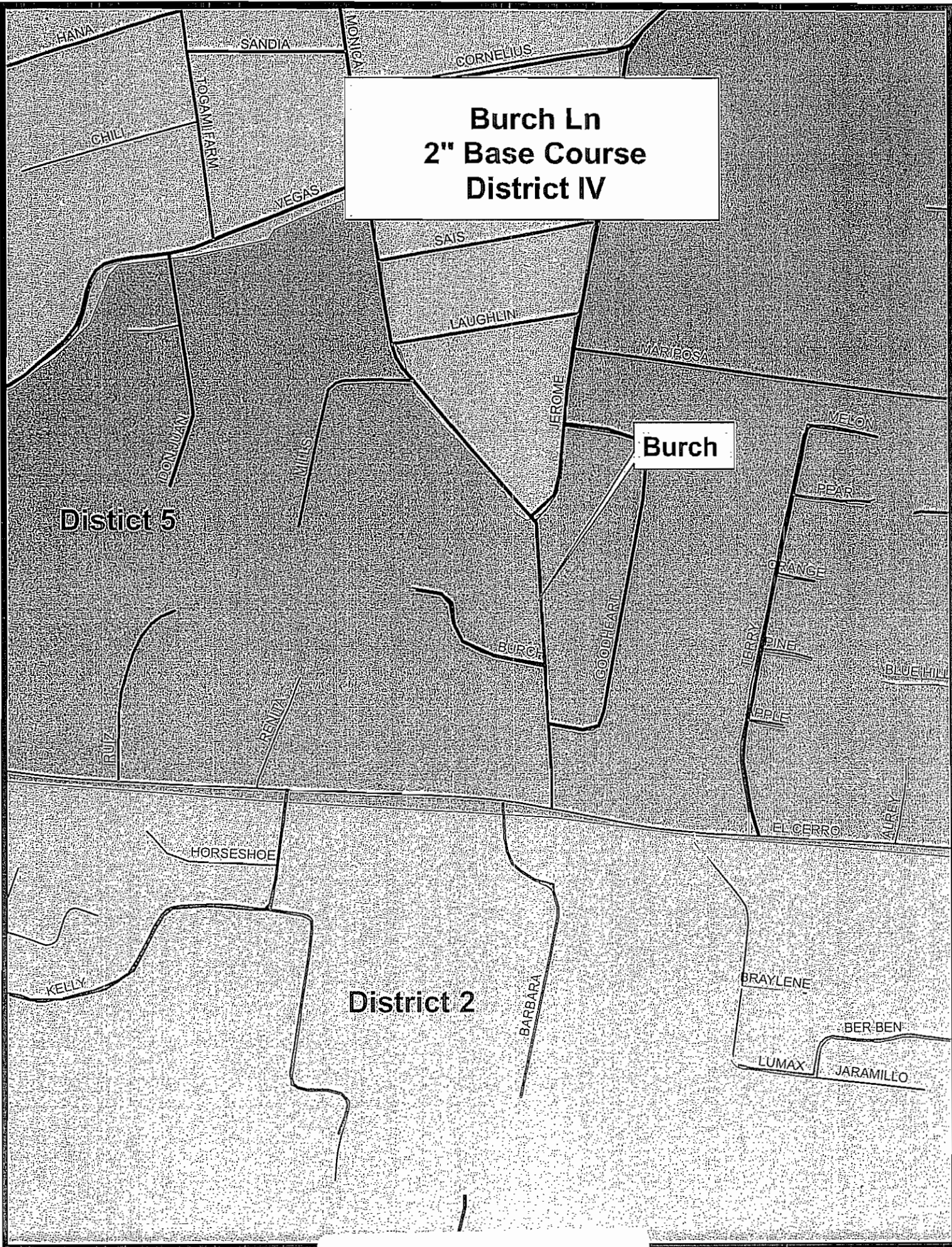
Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		2" Base Course	2301.37	TONS	\$ 7.30	\$ 16,800.00
					Subtotal	\$ 16,800.00

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$16,800.00
					Testing 2.75%	
					Sum	\$16,800.00
					NMGRT	\$1,008.00
					Total	\$17,808.00

Note: *THIS IS AN ESTIMATE ONLY*

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.



**Burch Ln
2" Base Course
District IV**

Burch

Distict 5

District 2

3/3/2010

Project Estimate

Prepared by: Lina Benavidez

Contract No.

Comm. 5

Street:

Fiesta LP

Miles

Prime/Tack Tons

1.24

Width (FT)

Length (FT)

SY

Meadowlake Road To Fiesta Ct

0.141

24

744.48

1985

BID LOT 1

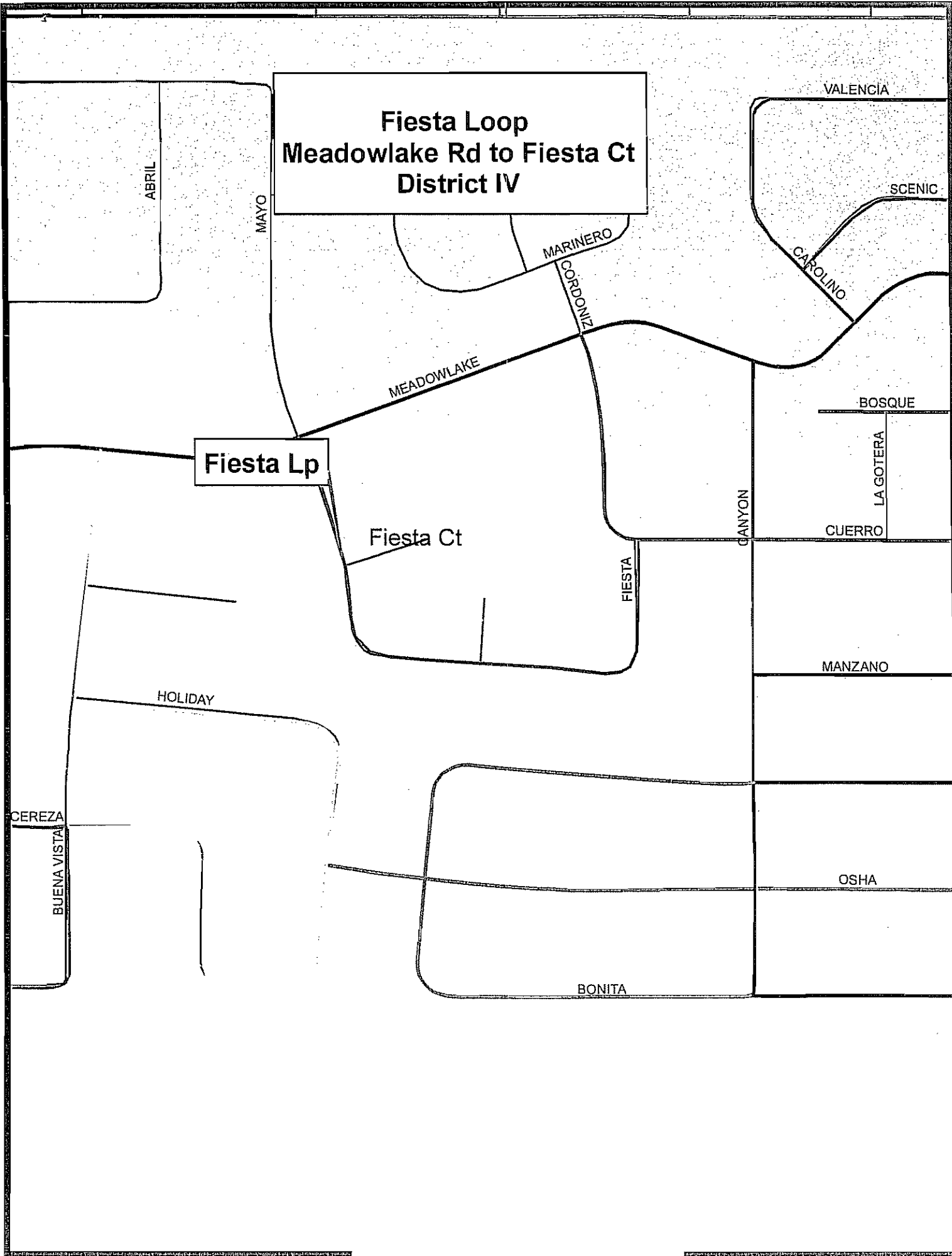
Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
		2" Base Course	2301.37	TONS	\$ 7.30	\$ 16,800.00
					Subtotal	\$ 16,800.00

BID LOT 2

Item No.	Page No.	Description	Quantity	Unit	Unit Price	Total
					\$ -	\$ -
					Subtotal	\$ -
					Subtotal (Lot 1 + Lot 2)	\$16,800.00
					Testing 2.75%	
					Sum	\$16,800.00
					NMGRT	\$1,008.00
					Total	\$17,808.00

Note: *THIS IS AN ESTIMATE ONLY*

Quantities will vary depending on County-inspected field measurements. Additional Contract items may be required pending subsurface conditions encountered during construction.



[illegible]

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

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03581

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, 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-4546 \$3,423.37 PROJECT EXPIRATION DATE: 30-JUN-12

Laws of 2008, Chapter 92, Section 59, Paragraph 507, Three Thousand Four Hundred Twenty-Three and 37/100 Dollars (\$3,423.37) to purchase and install kitchen equipment, furniture and improvements for the Casa Colorada community center 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.

EXHIBIT G

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-12, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated sooner pursuant to Article II(C), ArticleII(D), or Article XIV herein.

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 prescribed 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 Three Thousand Four Hundred Twenty-Three and 37/100 dollars (\$3,423.37);

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 rules:

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: Wilma Abril
Address: P.O. Box 1119

Los Lunas, NM 87031

Title: Administrator
Email:
Telephone: 575-866-2003
FAX: 575-866-2424

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.”

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 E. Holliday
(Type or Print Name)

Its: Chairman
(Type or Print Title)

March 3, 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. 03581

BOOK 069

PAGE 85

**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. 03581

**NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING**

**VENDOR AGREEMENT
AMENDMENT NO. 1**

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

1. Purpose of Amendment. The purpose of the Amendment is to:
 - A. Revise the contract amount from (\$401,887) to (\$386,965) thereby *decreasing* the total dollar amount by (\$14,922).
2. Changes to Contract. The following changes are amendments to the contract:
 - A. Paragraph I.B. Payment for Services is amended to read: For the services by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, not to exceed (**\$386,965**) said aggregate amount to be derived from the following sources, when units are met.
 1. (\$42,540) from Title III-B of the OAA;
 2. (\$76,295) from Title III-C1 of the OAA;
 3. (\$21,714) from Title III-C2 of the OAA;
 4. (\$-) from Title III-D of the OAA;
 5. (\$-) from Title III-E of the OAA; and
 6. (\$246,416) from the NMGAA-State/HB-2.

EXHIBIT H

OO. Paragraph I.C. Services and Reimbursement Methodology is amended to read:

Service	Total Unit Cost	Federal & State Negotiated Unit Costs	Units	Persons
Congregate Meals	\$6.4562	\$3.8564	32188	650
Home Delivered Meals	\$5.4365	\$2.4994	77974	350
Assisted Transportation	\$	\$		
Transportation	\$7,4292	\$4.8505	14009	210
Homemaker/Housekeeping				
Respite	\$	\$		
Chore Services	\$	\$		
Health Promotion IID	\$	\$		
Grandparents Raising GC	\$	\$		
NFCSP – Family Caregivers				
CG - Counseling	\$	\$		
CG - Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

Valencia County
Legal Name of Vendor/Contractor

Donald Holliday
Signature

Donald E. Holliday
Printed/Typed Name of Signatory

March 3, 2010
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Barbara Deaux
Signature

Barbara Deaux, Executive Director
Printed/Typed Name of Signatory

12-1-09
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD
(NGA)

GRANTEE: Valencia County ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2009 TO: 6/30/2010		Grant/Action New/Cont: <input type="checkbox"/> Revision: <input checked="" type="checkbox"/> BAR: <input type="checkbox"/> Other: <input type="checkbox"/>		NGA DATE 1.16.10
DESCRIPTION		FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL	
AAA Administration	Title IIIB	0	0	0	0	0	0	
	Title IIIC1	0	0	0	0	0	0	
	Title IIIC2	0	0	0	0	0	0	
	Title IIID	0	0	0	0	0	0	
	Title IIIE	0	0	0	0	0	0	
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIB	Access	\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal		\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076	
Title IIIC1	Meal Costs	\$ 76,295	\$ 47,835	\$ 56,281	\$ -	\$ 27,400	\$ 207,811	
Subtotal		\$ 76,295	\$ 47,835	\$ 56,281	\$ -	\$ 27,400	\$ 207,811	
Title IIIC2	Meal Costs	\$ 21,714	\$ 173,171	\$ 184,720	\$ -	\$ 44,303	\$ 423,908	
Sub Total		\$ 21,714	\$ 173,171	\$ 184,720	\$ -	\$ 44,303	\$ 423,908	
Title IIID	Health Promotion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE	Alzheimer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATON DEMO GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS								
	Title IIIB	\$ 42,540	\$ 25,410	\$ 33,126	\$ -	\$ 3,000	\$ 104,076	
	Title IIIC1	\$ 76,295	\$ 47,835	\$ 56,281	\$ -	\$ 27,400	\$ 207,811	
	Title IIIC2	\$ 21,714	\$ 173,171	\$ 184,720	\$ -	\$ 44,303	\$ 423,908	
	Title IIID	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 140,549	\$ 246,416	\$ 274,127	\$ -	\$ 74,703	\$ 735,795	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of: a. Federal/State grant unearned in previous project year(s)						
1. Estimated Total Cost..... \$ 735,795 2. LESS Anticipated Proj. Inc. \$ 74,703 3. Estimated Net Cost..... \$ 661,092		b. Carry Over FY 20 ____ Federal State						
4. Non-federal and Non-state Share of Net Cost..... 5. Proj. Inc. (Used as Match)..... \$ 74,703 6. Federal Share of Net Cost..... \$ 140,549 7. State Share of Net Cost.... \$ 246,416		c. New Obligational Authority Herein Awarded FY- Federal State \$ - \$ (14,922)						

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- | | |
|---|--|
| X | 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost. |
| X | 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds. |
| X | 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA. |
| X | 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3. |
| X | 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability. |
| X | 6. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1. |
| X | 7. Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging. |

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Signature: *Barbara Deaux* Date: *12-1-09*

Signature: Barbara Deaux, Executive Director

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature: *Dale Hensley* Date: *3-10-2010*

Signature: _____ Date: _____

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

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

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 2, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$150,000 of which two thousand one hundred dollars (\$2,100) is directed for an emergency purchase and installation of equipment hereinafter referred to as "equipment", for the Fred Luna Senior Center located in Valencia County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior centers are located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

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

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

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

EXHIBIT I

3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition services to senior citizens in the Fred Luna Senior Center. The Contractor agrees that the equipment shall be used for the above stated purposes. The Contractor shall be responsible for adhering to the policy on Management and Disposition of Tangible Personal Property provided by the Department.
4. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2010.
6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
7. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
8. Liability. Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.

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

herein for extra costs of any kind shall be made by the Contractor.

16. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
18. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee have been followed.
21. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2010, unless terminated pursuant to Paragraph 20.
22. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

VALENCIA COUNTY

BY: *Dahl Hallen*

DATE: 2-3-2010

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-505378-004

BY: _____

DATE: _____

NOTICES

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

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



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

MEMORANDUM

To: Providers/Contractors

From: Nancy M. Arias, AAA Director

Date: February 9, 2010

Re: Nutrition Service Incentive Program (NSIP) Contract Amendment

Enclosed you will find two signed Nutrition Service Incentive Program (NSIP) contract amendments and Notification of Grant Awards (NGA) for fiscal year 2009/2010. Please ensure both contracts and notification of grant award documents are signed by the appropriate individual(s). Keep one set for your records and return the other set for full execution to:

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

Please do not hesitate to call me at 505-827-7313 or 1-866-699-4927 if you have questions.

EXHIBIT J

BOOK 069 PAGE 97

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

AMENDMENT NO. 1

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

1. Purpose of Amendment. The purpose of the Amendment is to:
 - A. Revise the contract amount from \$29,319 to \$73,165 thereby increasing the total dollar amount by \$43,846
2. Changes to Contract. The following changes are amendments to the contract:
 - A. Paragraph II. A. Compensation is amended to read: The total amount payable to the Contractor under this Agreement shall not exceed \$73,165 for eligible meals served during the period July 1, 2009 through June 30, 2010, regardless of funding sources, to eligible participants and their spouses.
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

Valencia County
Legal Name of Vendor/Contractor



Signature

Donald E. Holliday
Printed/Typed Name of Signatory

March 3, 2010
Date

NCNMEDD Non-Metro AAA

Name of Area Agency on Aging


Signature

Barbara Deaux, Executive Director
Printed/Typed Name of Signatory

3-11-10
Date

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

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2009 TO: 06/30/2010		New/Cont: X Revision: X Other:		12/01/09
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP					
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$73,165.00	0.00				\$73,165.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$73,165.00	\$0.00				\$73,165.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost		\$73,165.00	8. Federal/State Shares will be Comprised of:			
2. LESS Anticipated Project Income		\$0.00	a. Federal/State grant			
3. Estimated Net Cost		\$73,165.00	unearned in previous		FY	Federal: 0.00
			project year(s)		FY	State: 0.00
4. Non-federal and Non-state Share of			b. Carry Over			0.00
Net Cost		\$0.00				0.00
5. Project Income (Used as Match)		\$0.00	c. New Obligational			
6. Federal Share of Net Cost		\$73,165.00	Authority Herein		FY	Federal: \$43,846.00
7. State Share of Net Cost		\$0.00	Awarded			
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependant upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>						
All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:						
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.						
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.						
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.						
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.						
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.						
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.						
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.						
8. Inventory of project equipment will be maintained and submitted as requested.						
9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.						
Signature of Area Agency on Aging Authorizing Official:			We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
						
Date: 12/1/2009			Date: 3-10-2010			
Signature:			Date:			

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- X 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- X 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- X 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
- X 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- X 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- X 6. Other: Percentages indicated on this notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.
- X 7. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approve units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the State Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the State Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address: _____

NCNMEDD Area Agency on Aging Authorizing

Barbara Deaux, Executive Director

Barbara Deaux 2-11-10

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Paul Henry
Signature:

Date: 3-10-2010

Signature:

Date:

Signature:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Appealing the Planning &
Zoning Commission's Decision to deny a
request for a Parcel Size Variance in a
Suburban Residential (SR) Zoning District,
Valencia County, New Mexico, Application by
Mark Goodwin

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on February 17, 2010, and was held pursuant to the Mark Goodwin's Application to Appeal the Planning & Zoning (P&Z) Commission's Decision to deny a request for a Parcel Size Variance in a Suburban Residential (SR) Zoning District, on the properties commonly described as 7N, T3E, NMPM; Lots 55B1 thru 71B1, Lots 117B1 thru 121B1, Lots 162C1 thru 199B1, Lots 203A1 thru 208A1, Lot 209B1, Lot 210B1, and Lots 211C1 thru 217C1, Eastland Hills Subdivision, survey plat M-112 of the Office of the Valencia County Clerk, Valencia County, NM.

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

Findings of Fact

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on February 10, 2010, at which the final hearing of the Application to Appeal the P&Z Commission Decision was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The application is to appeal the P&Z Commission's decision to deny a request for a Parcel Size Variance in a Suburban Residential (SR) Zoning District for the properties described as 7N, T3E, NMPM; Lots 55B1 thru 71B1, Lots 117B1 thru 121B1, Lots 162C1 thru 199B1, Lots 203A1 thru 208A1, Lot 209B1, Lot 210B1, and Lots 211C1 thru 217C1, Eastland Hills Subdivision, survey plat M-112 of the Office of the Valencia County Clerk, Valencia County, NM.
3. Mark Goodwin's original application was a request for approval of a Parcel Size Variance.
4. The subject property is located in a Suburban Residential Zone (SR).
5. Minimum lot size defined in a Suburban Residential Zoning District is 6,500 square feet.
6. Appellant Mark Goodwin made the original request for a Parcel Size Variance to obtain a lot size of approximately 4,000 square feet.
7. The proposed use on the parcels described as 7N, T3E, NMPM; Lots 55B1 thru 71B1, Lots 117B1 thru 121B1, Lots 162C1 thru 199B1, Lots 203A1 thru 208A1, Lot 209B1, Lot 210B1, and Lots 211C1 thru 217C1, Eastland Hills Subdivision, survey plat M-112 of the Office of the Valencia County Clerk, Valencia County, NM is for single family, detached, residential homes.
8. The Planning and Zoning Commission held a public hearing on the Parcel Size Variance Application on December 17, 2010 and voted 3-1 to deny the Parcel Size Variance on the basis that the variance would cause more than minimal detriment to the immediate vicinity.
9. Mark Goodwin submitted his appeal application to the Planning Department on January 04, 2010.
10. The appellant contended:
 - a. The area in question is in foreclosure, partially constructed and unsecure, and that cohesive development of these properties by one builder will enhance the adjacent property values.
 - b. The applicant will not be subdividing lots in the approved subdivision, as the applicant is requesting an initial approval of 97 lots which equals the existing number of lots in the approved subdivision. Given this scenario, there will be no adverse impacts to the existing infrastructure and community.
11. Sherry Faust, President of the Eastland Hills Home Owners Association, and homeowners in the Eastland Hills subdivision, testified that the development would create a negative impact to the community by:

EXHIBIT K

- a. Additional homes in the area will have an adverse impact on the slope.
 - b. Additional homes in the area will have an adverse impact on traffic.
 - c. Additional homes in the area will have an adverse impact on drainage.
 - d. Additional homes in the area will have an adverse impact on fire and emergency services.
 - e. Additional homes in the area will reduce housing values.
 - f. An original contract provisions between Cyprus Garden/Eastland Hills needs to be recognized.
12. Jacobo Martinez, Valencia County Regional Planner, testified that there are 745 lots in the Cyprus Gardens/Eastland Hills approved subdivision.
 13. Jacobo Martinez, Valencia County Regional Planner, further testified that Cyprus Gardens/Eastland Hills approved subdivision currently has 64 lots that are less than 6,500 square feet.
 14. Jacobo Martinez, Valencia County Regional Planner, further testified that the Cyprus Gardens/Eastland Hills approved subdivision has approximately 400 undeveloped lots and if these lots were developed, a new traffic study or drainage plan or other studies would not have to be completed.
 15. Jacobo Martinez, Valencia County Regional Planner, further testified that phase 1 of the development will not be adding any new lots to the Cyprus Gardens/Eastland Hills approved subdivision.
 16. Ron Brown, Attorney, testified that the contract in question is not the business of the Valencia County Commission in this variance request.

Conclusions of Law

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


- A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).
- B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).
- C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.
- D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).
- E. Section 154.062(C)(1)(c) of the Valencia County Zoning Ordinance details the requirements for standing, which is required to appeal a decision of the Planning and Zoning Commission.
- F. Section 154.062(C)(1)(c) requires that the appellant be "entitled by this chapter to notice of hearing prior to decision appealed; or is aggrieved or has interests adversely affected by the decision."
- G. Appellant Mark Goodwin has standing to appeal the decision of the Planning and Zoning Commission as the appellant meets the criteria as detailed in Section 154.062(C)(1)(c).
- H. The Commission concludes, as a matter of law, that approval of this parcel size variance will not increase the number of homes presently approved for the subdivision, which consequently addresses concerns relating to additional housing in the area.
- I. Pursuant to Section 154.058(A)(1), "[t]he purpose of a variance is to provide administrative relief when a strict application of the zoning requirements of lot width, lot depth, building height, setback, access or other dimensional requirements would impose practical difficulties or unnecessary hardship."
- J. Pursuant to Section 154.058(B)(2), the Board of County Commissioners must make a determination as to whether "[t]he granting the proposed variance would be in the public interest and would be in harmony with the purpose and scope set forth in division (A) above, the intent and purpose of the underlying zoning district and the intent and purpose of this chapter."
- K. The Board believes granting the proposed variance would be in the public interest as the cohesive development of the properties by one builder will enhance the adjacent property values.
- L. Having heard and considered the testimony provided at the public hearing, the Board deems the granting of the proposed variance would be in harmony with the purpose and scope of Section

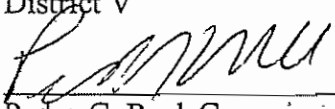
154.058(A), the intent and purpose of the SR district, and the intent and purpose of the Valencia County Zoning Ordinance.

Decision

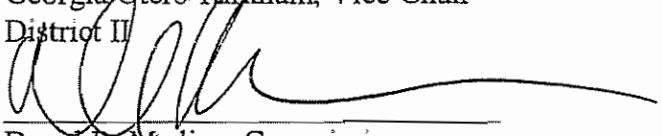
IT IS, THEREFORE, ORDERED that the P&Z Commission's Decision to deny a request for a Parcel Size Variance in a Suburban Residential (SR) Zoning District for the property described as 7N, T3E, NMPM; Lots 55B1 thru 71B1, Lots 117B1 thru 121B1, Lots 162C1 thru 199B1, Lots 203A1 thru 208A1, Lot 209B1, Lot 210B1, and Lots 211C1 thru 217C1, Eastland Hills Subdivision, survey plat M-112 of the Office of the Valencia County Clerk, Valencia County, NM. is hereby reversed, and the requested parcel size variance is granted.

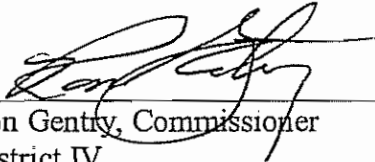
BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V

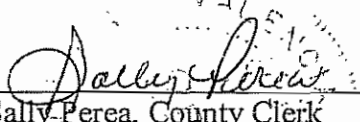

Pedro G. Rael, Commissioner
District I


Georgia Otero Kirkham, Vice-Chair
District II


David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk

Date. 
3-3-2010

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from RR-1 to C-2 with a Conditional Use,
Valencia County, New Mexico, application
by Robert Becker

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on February 17, 2010, and was held pursuant to the applicant of Robert Becker's application to Amend the Zoning Map from a Rural Residential-1 (RR-1) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: Section 9, T4N, R1E, NMPM, Salomon Country Estates, Block 3 Lots 5C & 5B, Zoned RR-1, Filed in Book 274, Page 8064 of the Office of the Valencia County Clerk, Valencia County, NM.

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

Findings of Fact

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on February 10, 2010, at which the final hearing of the Application to Amend Zoning Maps was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The applicant's request is for an amendment to the Zoning Map from a Rural Residential-1 (RR-1) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: Section 9, T4N, R1E, NMPM, Salomon Country Estates, Block 3 Lots 5C & 5B, Zoned RR-1, Filed in Book 274, Page 8064 of the Office of the Valencia County Clerk, Valencia County, NM.
3. Approval of the application will result in allowing for the operation of a Gas Station and Convenience Store on the subject property.
4. The property for which the zone change is requested has Rural Residential-1 (RR-1) zoning designation.
5. The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.
6. The proposed use is not permitted in the Rural Residential Districts.
7. The purpose of the Community Commercial (C-2) District is to provide for more intensive commercial services than in the C-1 District for numerous neighborhoods in the geographic area.
8. The proposed use is a Gas Station and Convenience Store.
9. The proposed use is a Permitted Use in the Community Commercial (C-2) zoning district.
10. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on December 17, 2009. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 4-0 to recommend approval of the zone change.
11. The Board of County Commissioners held a Public Hearing on this request on February 10, 2010. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 5-0 to conditionally approve this request on February 17, 2010. The conditions are as follows:
 - a. The applicant has two years from the date of the County Commission meeting (February 17, 2010) to develop the site as described by the applicant into a Gas Station Convenience Store. If the applicant fails to have developed the site as described, the C-2 zone designation will revert back to an RR-1 zone designation.
12. In granting this conditional approval, the applicant agreed to the above conditions.
13. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

EXHIBIT L

Conclusions of Law

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

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

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

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

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

E. The Board has authority and jurisdiction over the Petition for Zone Change filed by Robert Becker.

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

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

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

H. Land Use and Housing Development Goal A-2 of the Comprehensive Plan encourages "the implementation of zoning policies that achieve a desirable mix of land uses and densities..." The application herein is consistent with Comprehensive Land Use and Housing Development Goal A.

I. Economic Development Goal P of the Comprehensive Plan encourages to "strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities." The application herein is consistent with Comprehensive Economic Development Goal P.

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

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


L. In the last ten years, the surrounding community has changed from five acre lots to 1 acre lots increasing the densities of the area.

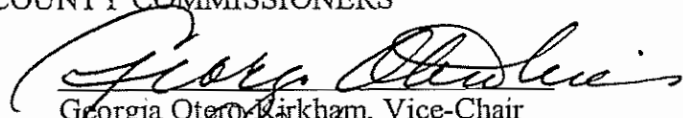
M. Section 154.057(C)(1) of the Zoning Ordinance provides that "[i]n approving an application for a conditional use, the P&Z may impose conditions to protect the area surrounding the proposed use and to preserve the basic purpose and intent of the underlying zoning district." The conditional approval is consistent with the Zoning Ordinance.

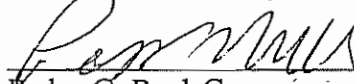
Decision

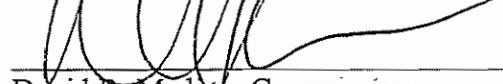
IT IS, THEREFORE, ORDERED that the zone change from Rural Residential-1 (RR-1) zoning designation to a Community Commercial (C-2) zoning designation on the condition that the applicant develop the site as described by the applicant into a Gas Station/Convenience Store within two years from the date of the County Commission meeting (February 17, 2010). If the applicant fails to have developed the site as described, the C-2 zone designation will revert back to an RR-1 zone designation. This zone change is requested by applicant Robert Becker in his application to Amend the Zoning Map on the property commonly described as: Section 9, T4N, R1E, NMPM, Salomon Country Estates, Block 3 Lots 5C & 5B, Zoned RR-1, Filed in Book 274, Page 8064 of the Office of the Valencia County Clerk, Valencia County, is hereby conditionally granted by a vote of 5-0.


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

Date 3.3.2020

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Appealing the Planning &
Zoning Commission's Decision to approve a
request for Conditional Use (Daycare
Facility, in a Rural Residential RR-2 zone,
Valencia County, New Mexico, Application by
Arthur Bustamante

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on February 17, 2010, and was held pursuant to the Arthur Bustamante's Application to Appeal the Planning & Zoning (P&Z) Commission's Decision to approve a request for a Conditional Use within a Rural Residential-2 (RR-2) Zoning District to allow for the Operation of a Daycare Facility on the property commonly described as Section 5, T5N, R2E, NMPM; Tract 40, Tract 41, Tract 42B, Tract 54, Tract 55, Tract 56, Lands of Pablo B and Judy Sanchez, consisting of 5.53 acres, Zoned RR-2; Filed in Book 328, Page 9032 of the Office of the Valencia County Clerk; Also known as 20 Sausal Road, Valencia County, NM.

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

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on February 10, 2010, at which the final hearing of the Application to Appeal the P&Z Commission Decision was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The application is to appeal the P&Z Commission's decision to approve a request for a Conditional Use within a Rural Residential-2 (RR-2) Zoning District to allow for the Operation of a Daycare Facility on the property commonly described as Section 5, T5N, R2E, NMPM; Tract 40, Tract 41, Tract 42B, Tract 54, Tract 55, Tract 56, Lands of Pablo B and Judy Sanchez, consisting of 5.53 acres, Zoned RR-2; Filed in Book 328, Page 9032 of the Office of the Valencia County Clerk; Also known as 20 Sausal Road, Valencia County, NM.
3. Judy Sanchez's original application was a request for approval of a Conditional Use within a Rural Residential-2 (RR-2) Zoning District to allow for the Operation of a Daycare Facility.
4. The subject property is located in a Rural Residential-2 (RR-2) zone. The subject property is located next to a Neighborhood Commercial (C-1) zone.
5. The subject property has access from Gabaldon Road.
6. Gabaldon Road has a mix of land uses including residential and commercial.
7. 154.105(C)(3) permits for the operation of a Kindergarten, day nursery and day care facility in conjunction with a principle dwelling on the same parcel, subject to the standards for day care facilities set forth in 154.169 as a Conditional Use in the Rural Residential Districts.
8. The Planning and Zoning Commission held a public hearing on the Conditional Use Application on December 17, 2010 and voted 4-0 to approve the Conditional Use on the basis that the request met the criteria as set forth in 154.057 and 154.169.
9. Arthur Bustamante submitted his appeal application to the Planning Department on December 28, 2009.
10. The appellant contended:
 - a. Sausal Road is too narrow and in poor condition.
 - b. The subject property is located in a flood zone.
 - c. Farm land is not a desirable location for a daycare facility.
11. Jacobo Martinez, Valencia County Regional Planner, testified that Sausal Road is approximately 17 feet wide, is a County maintained road, is a dirt road, and that there is currently no express easement provided for the road.
12. Judy Sanchez, original applicant, provided all necessary documentation as defined in 154.169 Day Care Facilities.
13. Judy Sanchez, original applicant, testified that they would not be utilizing Sausal Road as the means of ingress and egress to the facility.
14. Judy Sanchez, original applicant, further testified that they would be utilizing Gabaldon Road as the means of ingress and egress to the facility.
15. Judy Sanchez, original applicant, further testified that she will adhere to the site review process as defined by 154.035, and any permitting process governed by the state of New Mexico.

EXHIBIT M

16. Eric Zamora, County Manager, testified that there would be plenty of room for a 20 foot road to be utilized as a means of ingress and egress to the facility from Gabaldon Road.

Conclusions of Law

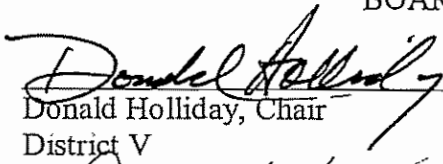
The following conclusions of law are cumulative, but are severable and independent of each other.

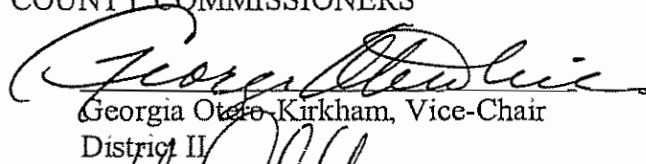
- A. The County is a zoning authority with the power to regulate and restrict use of land. NMSA 1978, § 3-21-1 (1995).
- B. The Board of County Commissioners is the body that exercises the powers of a county as a body politic and corporate. NMSA 1978, § 4-38-1 (1876).
- C. The Board takes notice that the Zoning Ordinance was adopted according to New Mexico statutory authority and duly recorded in the records of the Clerk of Valencia County.
- D. The Board has discretion in making zoning decisions. *See Singleterry v. City of Albuquerque*, 96 N.M. 468, 471, 632 P2d 345, 348 (1981).
- E. Section 154.062(C)(1)(c) of the Valencia County Zoning Ordinance details the requirements for standing, which is required to appeal a decision of the Planning and Zoning Commission.
- F. Section 154.062(C)(1)(c) requires that the appellant be "entitled by this chapter to notice of hearing prior to decision appealed; or is aggrieved or has interests adversely affected by the decision."
- G. Appellant Arthur Bustamante has standing to appeal the decision of the Planning and Zoning Commission as the appellant meets the criteria detailed in Section 154.062(C)(1)(c).
- H. Pursuant to Section 154.057(A)(1), "[t]he purpose of a conditional use is to provide for those uses which possess unique and special characteristics making impractical their inclusion as outright permitted uses in the underlying zoning district.."
- I. Pursuant to Section 154.057(B)(3), "[t]he parcel is suitable for the proposed use considering its size, shape, location, topography, existence of improvements and natural features;"
- J. Pursuant to Section 154.057(B)(4), "[t]he use is or can be made compatible with existing uses and other allowable uses in the area."
- K. Pursuant to Section 154.169(A)(1), "[t]he proposed facility shall maintain all applicable licenses required by the appropriate agencies for the use described in the application."
- L. Based on the testimony proffered at the public hearing, the Board concludes that the proposed Day Care Facility is a permitted conditional use pursuant to Sections 154.1057 of the Valencia County Zoning Ordinance.
- M. Provided that Sausal Road would not be utilized as the means of ingress and egress to the facility, but rather Gabaldon Road will be utilized for such purpose and will be at least 20 feet wide and made with 6 inches of crusher fine road material, the proposed road will neither be too narrow or in poor condition for the intended purpose.
- N. As the proposed use of the land as a daycare is a conditional use under this property's RR-2 zoning designation, the Appellant's contention that surrounding lands are used as farmland does not preclude the use of this property as a daycare as is conditionally permitted by this property's zoning designation.

Decision

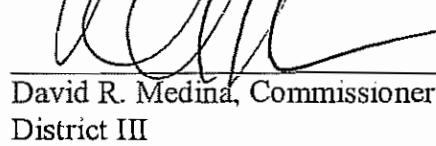
IT IS, THEREFORE, ORDERED that the appeal requested by Arthur Bustamante in the Application to Appeal the P&Z Commission's Decision to approve a request for Conditional Use within a Rural Residential-2 (RR-2) Zoning District to allow for the Operation of a Daycare Facility for the property described as Section 5, T5N, R2E, NMPM; Tract 40, Tract 41, Tract 42B, Tract 54, Tract 55, Tract 56, Lands of Pablo B and Judy Sanchez, consisting of 5.53 acres, Zoned RR-2; Filed in Book 328, Page 9032 of the Office of the Valencia County Clerk; Also known as 20 Sausal Road, Valencia County, NM. is hereby denied with the condition that the original applicant utilizes access to the proposed Day Care Facility from Gabaldon Road and that the road shall be at least 20 feet wide and made with 6 inches of crusher fine road material.

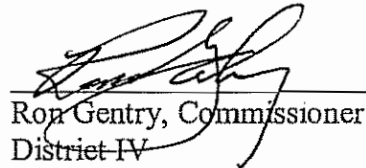
BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V

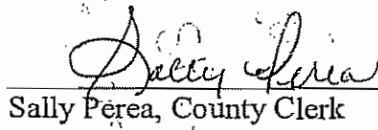

Georgia Otero-Kirkham, Vice-Chair
District II


Pedro G. Rael, Commissioner
District I


David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk

Date 3.3.2010

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
02/26/2010 covering payroll process on the above date.

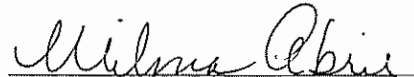
Direct Deposit Check # 14459 thru direct deposit check# 14640 inclusive.
Deduction Check# 102400 thru deduction check# 102434 inclusive.
Payroll Check # 87021 thru payroll check # 87109 inclusive.
Listing total \$ 362,487.24

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.

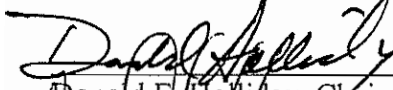
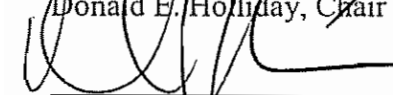
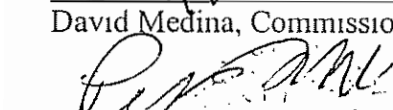
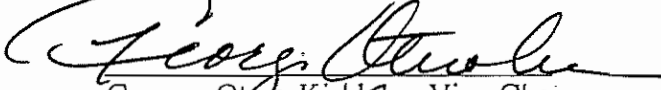

In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

Recommended:


Wilma Abril, Finance Director

Done this 3rd day of March, 2010

VALENCIA COUNTY BOARD OF COMMISSIONERS

<p><u></u> Donald E. Holliday, Chair</p> <p><u></u> David Medina, Commissioner</p> <p><u></u> Pedro G. Rael, Commissioner</p>	<p><u></u> Georgia Otero-Kirkham, Vice-Chair</p> <p><u></u> Ron Gentry, Commissioner</p>
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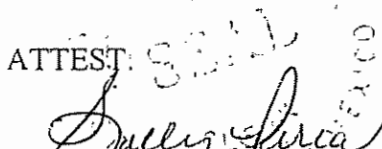
ATTEST: 
Sally Perea, County Clerk

EXHIBIT O

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

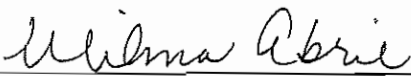
The attached computer printout lists all the checks issued by the Manager's Office on February 26, 2010 covering vendor bills processed on the above date. Check # 102395 Check # 102532 inclusive, for the total of \$345,403.31.

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:




Wilma Abril, Director of Finance

Done this _____ day of _____, 2009.

VALENCIA COUNTY BOARD OF COMMISSIONERS



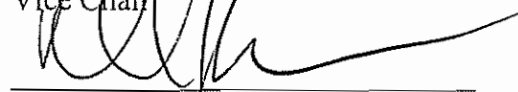
Donald Holliday, Commissioner, Chair



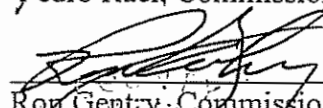
Georgia Otero Kirkham, Commissioner,
Vice Chair



Pedro Rael, Commissioner

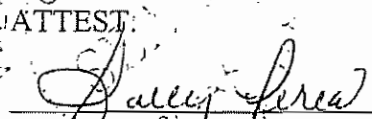


David R. Medina, Commissioner



Ron Gentry, Commissioner

EXHIBIT P

ATTEST:


Sally Perea, County Clerk