

Valencia County + Board of County Commissioners

Donald E. Holliday, Chair
District V

Georgia Otero-Kirkham, Vice-Chair
District II

Pedro G. Rael
District I

David R. Medina
District III

Ron Gentry
District IV

BUSINESS MEETING



JUNE 16, 2010

5:00pm

AGENDA

Valencia County Commission Board Room
444 Luna Ave., Los Lunas, NM

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda - EMERGENCY AMENDMENT
- 4) Approval of Minutes: June 2, 2010-Business Meeting

AMENDED
6/16/2010

- 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]

6) **NON-ACTION ITEMS:**

- a) Merit Pay Resolution.....Adren Nance
- b) Reports from Boards, Commissions & Committees.....County Commission

7) **ACTION ITEMS:**

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- a) Indigent Report/Appeal.....Barbara Baker

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

b)	Consideration of Bid#658, Valencia County Landfill Closure-Final Phase.	Eric Zamora
c)	Consideration of Contract Bid#658, Valencia County Landfill Closure-Final Phase.....	Eric Zamora
d)	Consideration of Grant agreement with the New Mexico Department of Tourism.....	Eric Zamora
e)	Final Action on Public Hearing: June 9, 2010	
	i) Consideration of Approval Quasi-Judicial District Change to amend the zoning map from RR-2 to C-2 on the subject property defined as: T7N, R2E, Section 26, NMPM; Tract 74 A2B1; Zoned RR-2; Filed in Book 364, Page 156 of the Office of the Valencia County Clerk; Also known as 21 El Cerro Road, Los Lunas, NM. (Robert Becker-Agent) Application #: ZC 10-002.....	Jacabo Martinez
f)	Consideration of Grant Agreement Amendment #03661, 07-L-G-3517-to plan, design and construct improvements to the recreation field in Bosque in Valencia County.....	Kenny Griego
g)	Consideration of Contract Adult Detention Administrator.....	Eric Zamora
h)	FINANCIAL MATTERS:	
i)	Consideration of Approval Payroll/ Warrants.....	Wilma Abril

Please Silence All Electronic Devices – Thank You!

8) **EXECUTIVE SESSION** - Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation; 1 DECLARATION OF EMERGENCY TO ADDRESS LOS CHAVEZ COURT OF APPEALS ORDER; LOS CHAVEZ ASSOC. V. VALENCIA COUNTY BOCC c. other specific limited topics that are allowed or authorized under the stated statute.

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

9) **ACTION ITEM(S) ON EXECUTIVE SESSION DISCUSSIONS:**

- a) Based on Declaration of Emergency: direction to respond to writ of cert. in Los Chavez v. VCBOCC

10) **COUNTY MANAGER'S REPORT** (informational only)

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11) **NEXT COMMISSION MEETING**

- ◆ July 7, 2010- **Business Meeting@ 8:30 A.M** - Valencia County Commission Board Room
444 Luna Ave. Los Lunas, NM
- ◆ July 10, 2010- **Enactment of County Infrastructure Gross Receipts Tax Workshop @ 9:00am-12pm**
444 Luna Ave. Los Lunas, NM

12) **ADJOURNMENT**

VALENCIA COUNTY BOARD OF COMMISSIONERS

REGULAR BUSINESS MEETING

JUNE 16, 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 – EMERGENCY AMENDMENT-

Chairman Holliday stated they had an amended agenda which added an emergency amendment and that was to discuss the declaration of emergency to address the Los Chavez Court of Appeals Order and a motion would be required. Along with that motion he would like to include it in number 9) action item, and have one motion for both emergencies. The reason for the emergency is that the court of appeals wants a response from the commission by June 30, 2010 and there was no meeting before that. Commissioner Medina said there was no problem with that if counsel was okay with it.

County Attorney Adren Nance stated it was something that could bring back consequences to the county if the court of appeals order was not followed. We do not have the time to do it based on that order, he said, so yes he believes this is an emergency and if the commission so desires you can motion that it is an emergency and then motion to place it on the agenda under execution session as an action item under in case direction is needed.

Commissioner Medina made a motion to approve the agenda with the emergency amendment on it. Seconded by Commissioner Otero-Kirkham. Commissioner Medina also motioned to place these items on the agenda. Seconded by Commissioner Gentry. Motion carried unanimously.

4) Approval of Minutes- June 2, 2010 Business Meeting.

Commission Medina moved for approval. Seconded by Commissioner Otero-Kirkham.

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).

Meadow Lake Resident Bob Gosticha made another appeal to the commission to restore the funding for Tierra Bonita before the next fiscal year starts. Mr. Gosticha also thanked Commissioner Holliday and the Valencia County Road Department for the completion of the Manzano View project which is now totally patched.

President of Tierra Bonita Bill Brown was present to express his support for Tierra Bonita and asked the commission to reconsider the funding for it.

Mary Andersen also spoke in support of Tierra Bonita.

President of the Rio Communities Association George Moscona who represents more than 400 members of the Rio Communities also supports Tierra Bonita and said they work in conjunction with them on several projects. Mr. Moscona also expressed his concern for the cancellation of the proposed traffic control light on the corner of Hwy 304 and Hwy 47. There have been several accidents and deaths have resulted from those accidents. The lights in the area of Hwy 304 near where Patty's Corner used to be are no longer working.

Valencia County resident Mary Wood stated it should be required that any commissioner in a partnership or friendship with any attorney filing a lawsuit against the Valencia County Commission should recuse himself on all issues in connections with the litigation. By doing this, it could possibly remove a small part of speculation on unethical and dishonesty within the county.

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Stacy Johnston addressed the Tierra Bonita issue and asked the commission to reconsider. Ms. Johnston also addressed the Pre-Trial Services Program. This program cannot be overlooked, it not only benefits domestic violence but it also benefits the children because of the parents getting help.

Valencia County resident Clarke Metcalf proposed that a consideration of ethics resolution be placed on the commission agenda which would commit the elected officials to do their jobs honestly.

Belen City Councilor Jerah Cordova was present on behalf of Mayor Rudy Jaramillo and the City of Belen for the purpose of presenting a hospital site proposal to the commission. The site they are offering has a cluster of medical facilities, a kin to a health commons, it has an abundance of infrastructure and if the City of Belen can donate it, they have every intention of doing so. The city is interested in a comprehensive comparison of all the proposed sites and to be clear, the city is in no way opposed to the Rio Communities site or any other site in the Belen area.

City of Belen Planning and Zoning Director Andrew DiCamillo stated he recently became the executive director for the Greater Belen Economic Development Corporation and has come before the commission to advocate for Belen. Belen has gone through some pretty rough times. A year ago the city lost Solo Cup and because of the loss of 250 jobs, the gross receipts fell to a point where the City of Belen hurt significantly. The economic boom of having a hospital in the Belen area will allow Belen to get back on their feet and will triple the impact that Solo Cup had for Belen, in terms of services and direct jobs that will be created. This site was chosen specifically because of it's at ready infrastructure and is only three minutes away from the only public municipal airport, Alexander Airport. There is over twenty-two million dollars of infrastructure in place that the City of Belen will foster, which will allow for a sustainable hospital facility.

Dee Dee Johnson was present to voice her support for Hance Williams and Pre Trial Services. Mr. Williams has upheld a level of excellence with his approach to the job. Mr. Williams's dedication, reliability and passion for his work is exceptional. Ms. Johnson asked that the commission consider the impact their decision will have on the county, the state and the people who have the opportunity to recover from the devastating disease of addiction and the violence and crime that goes along with it.

Kay Rawls an employee of the domestic violence shelter also spoke in support of Hance Williams and the Pre Trial Program.

Valencia County Assistant District Attorney Alison Endicott Quinones representing Lemuel Martinez and the Thirteenth Judicial District Attorney's Office pointed out some of the benefits they give to the Valencia County Community through Hance Williams and the Pre Trial Services Program. Ms. Quinones works with domestic violence victims and offenders and this is one of the communities that has really used the Pre-Trial services program and has seen some amazing results.

Commissioner Otero-Kirkham asked if this program is the same as the one in Albuquerque. Assistant Judicial Court Administrator Jamie Goldberg stated the program is slightly different here in the Thirteenth Judicial District Court where the judges place offenders on the program and in Albuquerque they have a lot more judicial oversight, so you just can't grab someone out of jail and place them in a program without a judicial order.

Commissioner Gentry said this was not a program that the commission had cut back, it had been funded by the state and the state had chose not to fund and now they were asking the county to pick up the funding for it. Mr. Goldberg said the result of direct funding would be not having as many people in jail now because of it. Mr. Goldberg said Representative Barela was the one that brought the program to their court and obviously they had some cutbacks. This is not just a district court issue, it's a whole county thing in which all the courts are involved.

Commissioner Gentry wanted to make it clear that everyone is broke and that this program is not being deleted by this commission. The county has already had to cut some county programs plus eliminate one staff position.

Commissioner Rael said as far as the benefits to the community, this is an excellent program. Its his understanding that because the state is cutting the funding, the number of individuals incarcerated is going to increase by a amount that will more than offset the amount of money the state was paying into the program. If it increases the cost to the county when the county has to pay for these extra individuals that are going to be in jail, he would like to see the numbers of people that this program would likely keep out of jail. The county is being asked to put up \$50,000.00 to keep the program going for a year, if the reduction in the number of inmates is

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sufficient then it seems that the county would be working to save money instead of paying to incarcerate all these individuals. It's strictly whether or not the county should provide the \$50,000.00 because it may end up saving more than that and if it's close to that amount, then the county can consider the social benefit of the difference so a proper and intelligent decision can be made.

Mr. Goldberg said eighty people are now in the program, if twenty percent, one in five would be placed back in jail that would be about sixteen individuals for 365 days a year, and you're looking at a substantial increase over \$50,000.00.

Commissioner Gentry said if you divide that by five, that's \$10,000.00 for each of the municipalities that send their prisoners to the county jail. It's not our jail, it's everyone's jail and every body should pay for the cost of it.

Chairman Holliday asked what kind of offenders did they put in this program and Mr. Goldberg said homicide, dui and domestic violence offenders.

6) NON-ACTION ITEMS:

a) Merit Pay Resolution-Adren Nance

County Manager Eric Zamora requested this item be tabled in order to provide further information that did not make it into the commissioner's packets for today's meeting.

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

Commissioner Otero-Kirkham gave a brief update on the June hospital board meeting. Each member was given a set of submitted proposals for reviewing and scoring and would be discussed at the next meeting. There were several proposals submitted and each member had to sign a confidentiality statement stating they would not disclose who the proposals were from until the board was ready to disclose who was selected.

County Manager Eric Zamora stated there are concerns developing within the animal advisory board. There have been some heated discussions and recently a board member walked out of a meeting when a particular topic came up. Mr. Zamora wanted to make the commission aware of this. He is working with them the best that he can and will continue to work with them.

Commissioner Gentry gave recognition and thanked Fire Marshall Eaton and all the firefighters and volunteers for the excellent job in containing the horrendous fire along the Bosque.

Chairman Holliday welcomed back County Manager Administrative Assistant Marilyn Silva who took some time off to run her campaign and also thanked Lena Benavidez who filled in for her during Ms. Silva's absence.

Commissioner Rael addressed the question that Mr. Moscona had on accident reports and said sometimes it takes weeks to get a report but if he asks both the sheriff and the state police one of them will have it. He also wanted to address the issue of the law partnership with James Sanchez that being brought up and said the New Mexico Supreme Court disciplinary board has on two occasions reviewed and found that there's no impropriety and nothing wrong with him serving here in the face of a former partner. They have two cases that they are still working together on but they are no longer partners. There is no wrong doing, James Sanchez is not his partner and has not been for five years. Commissioner Rael would like for this to stop and would like to move on, as it's not getting them anywhere.

In regards to Councilman Cordova's request for the Commission to consider a hospital site that the City of Belen is willing to donate, its Commissioner Rael's understanding that you cannot give a non-government any property or any money. You can't turn it over to a private non-profit corporation who now has exclusive control over the eighteen million dollars of mill levy money. So far they have exclusive control. If the county was managing it, then it would be something that could be legally considered.

Commissioner Rael asked Commissioner Kirkham that as a member of the hospital board, to request to allow full disclosure as things occur, rather than to do it when they get ready to do so. They are playing with eighteen million dollars of taxpayer's money and everyone is entitled to know what's going on.

Commissioner Gentry said to continue the discussion from last week's meeting on trying to develop a funding program to take care of the county roads, the county road fund from the state is getting smaller and the cost on everything continues to rise. The county is having a rough time maintaining the cost of doing business on roads in the unincorporated areas. For several years

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the commission has discussed the need for a sustainable road program that gives the county a continuing road development rather than doing a little bit of road patching when the county gets a little funding from Santa Fe. To take a step forward Commissioner Gentry would hope, as a commission, to give this to staff and county counsel, although the commission did not discuss all the avenues and revenue sources that could be brought forward on this, but to look at this and put it before the citizens of the unincorporated area, only, of Valencia County. That's where the county road work is done. Since this is for county road department, bring it back to an unincorporated county revenue source, take a look at that and have staff along with counsel look at the statutes that will allow the county to find a permanent funding source and place it on the ballot in November. The commission has asked and received a time frame to get it advertised and completed. The people need to be informed that the county has a real problem funding a major road program and the county needs to find a sustainable funding mechanism for the road department on a permanent basis, not just on a hit and miss. The people in the unincorporated areas will vote whether they want to tax themselves, for nothing but a road program, to do road development in the unincorporated area only, limit this to construction and maintenance of roads and fix it so it can be bonded out or the county can go to the Mortgage Finance Authority as a revenue source. They will loan the county money at 1-3 percent interest rate and it's borrowed on re-occurring revenues. If the commission show the people what's being asked and what's being proposed, Commissioner Gentry feels the people will support it as it will bring up good roads, brings up the quality of life and property values. Also have staff develop a spending funding program, a spending formula on how it will be spent so when this proposition is up, they can show the public in good faith exactly what they're going to get for their money on a formula basis and not a political basis year after year. The commission can direct staff to develop this and bring it back to the commission within the time frame to place it on the ballot and see if it's something the constituents would agree with and at the end of the election they will know if they support the funding for a permanent road program or they don't.

Chairman Holliday said he would definitely support what Commissioner Gentry has recommended. Commissioner Otero-Kirkham stated she was worried as to how this would go county wide in placing is on the ballot because the municipalities might vote this down but if it's only going to the unincorporated areas, who will then benefit from it, that's a good way to go. Commissioner Otero-Kirkham would like to know how much this would possibly generate.

Commissioner Medina said this has always been a concern in his district. He has roads that the potholes have been patched over and over. If the commission does this right and is presented right and if the people decide that this is what they want overall it's a benefit to everyone. Commissioner Medina asked if they would have to hold public hearings on this.

Commissioner Gentry said to make this very clear this just wouldn't work with a gross receipts tax because the counties are not funded with gross receipts tax, the cities are. The county would have to go to an ad valorem or mill percentage of a sixteenth increment of sort. Being that's it's for all the unincorporated areas, it would almost have to go to an ad valorem tax. This makes everyone pay proportionally for the development of the county and if you do it on that basis, as the valuation goes up, the fund goes up. If you do this on an ad valorem re-occurring permanent funding you get your moneys worth and leave it as an administrative pure road program, not a one shot or one year deal.

Chairman Holliday asked what would the percentage be as far as cost to taxpayers per year and is it based on the value of the property? Mr. Zamora said it variates, 2.75 mills generates about a \$1.5 million a year which is about what the operational costs for the road department are. About 2.75 to 3 mills would be what the county is looking at. This would be on a sliding scale; a lower value property doesn't pay as much as a higher value property.

Commissioner Rael asked Mr. Nance if it was possible to have a limited ad valorem tax, which is a property tax that would only tax property on the out laying areas.

Mr. Nance stated he would have to do a fair amount of research, as there are certain property districts where it can be done and certain mechanisms that he has seen before but doesn't know the answer about the possibilities of the mill levies.

Commissioner Rael said if the county goes the gross receipts tax route, he would like to know the actual gross receipts tax that would be produced if only the outlaying areas are taxed that way the commission knows what they're dealing with. It doesn't sound like it would be sufficient or even worth the election possibly. A workshop would be a good idea because they can gather different items of information and determine what to do.

Commissioner Gentry said it's going to come down to two things; the people are going to tax themselves and the county is going to have the program set-up as to how it's going to be administered and that's what shown to the people. The commission will need to know how much

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it's going to generate so it can be discussed and if the commission doesn't think it'll work, he wouldn't want to see it placed on the ballot.

Chairman Holliday suggested directing staff to place this on the agenda under boards, commissions and committee's for discussion on the July 7, 2010 meeting.

Mr. Nance said by the July 7th meeting they can at least come up with an update for the commission and proceed from there.

Commissioner Rael said his preference is still a workshop with lots of notice to the public and instead of saying ad valorem tax which a lot of people don't understand what that means, they should say they're going to discuss a property tax for roads.

Chairman Holliday asked that at the time of advertising examples can be placed in the newspaper to help the taxpayers understand how they are going to be taxed.

7) ACTION ITEMS:

Board of County Commissioners Convenes as Indigent Claims Board

a) Indigent Report/Appeal-Barbara Baker

Commissioner Medina motioned to convene as the Indigent Board. Seconded by Commissioner Kirkham. Motion carried unanimously.

Ms. Baker presented the Indigent Claims for May 7, 2010 through June 4, 2010. The total amount of claims submitted was \$859,853.95. Ms. Baker is requesting approval of \$66,273.91.

Commissioner Otero-Kirkham moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. **(SEE EXHIBIT A)**

Ms. Baker presented the Indigent Claims Appeal for Mario Perez and requested approval to pay the University of New Mexico Health Sciences Center Bill of \$3,000.00.

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

Commissioner Medina moved to reconvene as the Board of County Commissioners. Seconded by Commissioner Rael. Motion carried unanimously. **(SEE EXHIBIT B)**

Commissioner Gentry stated the commission had tabled an action item last week to be heard this week and he would like it placed as Item J on the action items as a consideration for funding of a road proposal. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously.

b) Consideration of Bid#658, Valencia County Landfill Closure-Final Phase-Eric Zamora.

County Manager Eric Zamora stated Valley Fence Company was the low bidder and is requesting consideration of acceptance of Bid #658 and in a subsequent action requested approval of contract for Valley Fence in the amount of \$61,472.00 plus gross receipts.

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

c) Consideration of Contract Bid #658, Valencia County Landfill Closure-Final Phase – Eric Zamora.

Commissioner Gentry moved for approval. Seconded by Commissioner Otero-Kirkham. Motion carried unanimously. **(SEE EXHIBIT C)**

d) Consideration of Grant Agreement with the New Mexico Department of Tourism-Eric Zamora.

Mr. Zamora stated this is a \$21,000.00 grant that goes towards various cleanup efforts, including graffiti removal, illegal littering and community beautification projects with no cost to the county.

Commissioner Gentry moved for approval. Seconded by Commissioner Rael. Motion carried unanimously. **(SEE EXHIBIT D)**

e) Final Action on Public Hearing: June 9, 2010

i) Consideration of Approval Quasi-Judicial District Change to Amend the Zoning Map From RR-2 to C-2 on the Subject Property Defined as: T7N R2E Section 26, NMPM; Tract 74 A2B1; Zoned RR-2; Filed in Book 264 Page 156 of the Office of the Valencia County Clerk, Also Known as 21 El Cerro Road, Los Lunas, NM (Robert Becker-Agent) Application #ZC 10-002- Jacobo Martinez.

Commissioner Rael moved for approval. Seconded by Chairman Holliday. Motion carried 4-0. Commissioner Medina abstained as he was not present at the last meeting.

f) Consideration of Grant Agreement Amendment #03661, 07-L-G3517 to Plan, Design and Construct Improvements to the Recreation Field in Bosque in Valencia County- Eric Zamora.

Mr. Zamora stated this is a re-authorization of a previously approved legislative appropriation during the special session of October 2009. This is for improvements to the Bosque field. A large portion of the work has been completed and with this approval the county will be able to gain reimbursement and there is no financial impact to the county.

Commissioner Gentry moved for approval. Seconded by Commissioner Medina. Motion carried unanimously. **(SEE EXHIBIT E)**

g) Consideration of Contract Adult Detention Administrator-Eric Zamora.

Mr. Zamora stated this is a two year contract with Mr. Derek Williams, Adult Detention Administrator; this is the exact same contract that was approved before with the only change being the extension through July 1, 2012. Mr. Zamora completed an evaluation that essentially gave Mr. Williams favorable marks and Mr. Zamora was impressed with Mr. Williams detailed reporting, following through when it comes to internal investigations and feels that Mr. Williams has been an asset to the county in his dedication service, primarily is one of the better budget managers in the county. He works very hard to ensure the prisoners are well cared for and that operations are in the best interest of the county and the county interests are protected. Mr. Zamora recommends continued employment of Mr. Williams.

Commissioner Medina moved for approval. Seconded by Commissioner Rael. Motion carried 5-0. **(SEE EXHIBIT F)**

h) FINANCIAL MATTERS:

i) Consideration of Approval Payroll/Warrants-Eric Zamora

Mr. Zamora presented the attached computer printout list of all checks issued by the Manager's Office on June 11, 2010 covering vendor bills processed on the above date. Check #103639 through check #103931 inclusive, for the total of \$206,781.27. **(SEE EXHIBIT G)**

Mr. Zamora presented the attached computer printout list of all checks issued by the Manager's Office on 06/04/2010 covering payroll process on the above date. Direct Deposit Check #15718 thru direct deposit check #15894 inclusive. Deduction Check #103570 thru deduction check #103606 inclusive. Payroll Check #87641 thru payroll check #87746 inclusive. Listing total \$376,777.61. **(SEE EXHIBIT H)**

Commissioner Medina moved for approval of payroll/warrants. Seconded by Commissioner Rael. Motion carried unanimously.

Item J had been added to the action items in request of Commissioner Gentry but County Attorney Adren Nance stated under Roberts Rules of Order was not sure that the commission can add something that's been tabled since there has not been enough notice in this situation to make that kind of addition under the Open Meetings Act. If there is something to be discussed they can re-open item 6(b) Reports from Boards, Commission's & Committee's, but the commission cannot add an action item.

Commissioner Gentry said the intent was to give direction to staff. At the last meeting the commission started discussing the direction they would give staff and then decided to take more time to think about it, tabled for this week, come back and recommend to staff what the commission would like for them to start researching. That was the discussion and motion. Mr. Nance said the commission can certainly direct staff.

Chairman Holliday said Action Item (j) will be deleted and be redirected to 6(b) Reports from Boards, Commissions & Committee's.

Commissioner Rael motioned to amend the agenda in accordance with Chairman Holliday's statement. Seconded by Commissioner Gentry. Motion carried unanimously.

8) EXECUTIVE SESSION – Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.0 limited personnel matters; b.) pending or threatened litigation; 1) DECLARATION OF EMERGENCY TO ADDRESS LOS CHAVEZ COURT OF APPEALS ORDER; LOS CHAVEZ ASSOCIATION vs. VALENCIA COUNTY BOARD OF COUNTY COMMISSIONERS c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Otero-Kirkham motioned to go into Executive Session. Seconded by Commissioner 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.

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to the declaration that was announced at the beginning of the meeting, the board discussed the courts order in Los Chavez vs. the Court of Appeals, no other things were discussed and no final action was taken.

Commissioner Gentry moved to approve the summary as stated by counsel. Seconded by Commissioner Otero-Kirkham. 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.

9) ACTION ITEM(S) ON EXECUTIVE SESSION DISCUSSIONS:

a) **Based on Declaration of Emergency Direction to Respond to Writ of Certiorari in Los Chavez vs. Valencia County Board of County Commissioners.**
No Action taken.

10) COUNTY MANAGER'S REPORT (informational only)

County Manager Eric Zamora gave an update on the treasurer's behalf in regards to some of the delinquent business taxes, these delinquent tax bills have been sent out and the treasurer has dedicated some staff members to pursue specifically business taxes. There are forty businesses owing an excess of over a \$1,000,000.00 worth of property taxes. They're having good results contacting businesses individually.

The fencing contract for the landfill closure has been approved and Romero Excavating will be back on site to complete the closure. Mr. Zamora is expecting to complete all closure requirements prior to June 30, 2010.

The Conejo Transfer Station has been cleaned up and the county has received a tentative clean bill from the Environmental Department. An inspection was completed earlier last week and the county was given a verbal approval on the cleanup efforts.

The New Mexico Environmental Department received a grant for a quarter of a million dollars for rehabilitation of septic tanks or cesspools. This is on a first come first serve basis and Mr. Zamora is working with the environmental department to find Valencia County clients who will qualify. These clients must be at poverty level to qualify for the program.

Mr. Zamora also said they are working with a local contractor, who's on a government contract, to facilitate some of the upgrades for the detention center. The estimates came in a little higher than was anticipated and are currently working to verify the estimates received. This same contractor, Lone Mountain Construction from Bosque Farms also gave a price for the renovations of the restrooms located in the courthouse. Three years ago when renovation of the restrooms was first considered the estimate was in excess of \$140,000.00 to renovate four restrooms into two. The estimate from Lone Mountain Construction is about \$68,000.00 plus gross receipts tax to complete the conversion.

At Commissioner Holliday's request they're looking at working on a land exchange with an adjacent property owner to the Meadow Lake Community Center for future expansion of the center and some additional parking, which would benefit the county. Mr. Zamora and Mr. Chavez met with the property owner to discuss the option of a possible land exchange. The owner is willing to work with the county.

The county has received preliminary approval from the Department of Finance on the budget and he will provide an update at a later time.

11) NEXT COMMISSION MEETING

The next Regular Meeting of the Valencia County Board of County Commission will be held on July 7, 2010 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

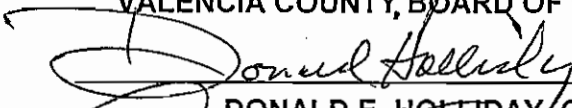
**July 10, 2010 –Enactment of County Infrastructure Gross Receipts Tax Workshop
@ 9:00 AM – 12:00 PM, 444 Luna Ave., Los Lunas, New Mexico.**

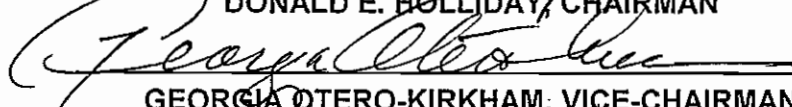
12) ADJOURNMENT

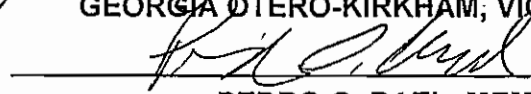
Commissioner Rael moved for adjournment. Seconded by Commissioner Gentry. Motion carried unanimously. Time 7:39 P.M.

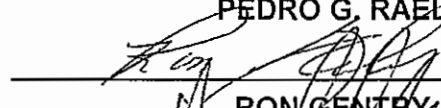
NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 16, 2010 Public Hearing Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.


VALENCIA COUNTY, BOARD OF COMMISSIONERS


DONALD E. HOLLIDAY, CHAIRMAN


GEORGIA OTERO-KIRKHAM, VICE-CHAIRMAN


PEDRO G. RAEI, MEMBER


RON GENTRY, MEMBER


DAVID R. MEDINA, MEMBER

ATTEST: 
SALLY PEREA, COUNTY CLERK

7-21-2010
DATE

VALENCIA COUNTY INDIGENT FUND CLAIMS LOG

June 16, 2010

NO.	Birth Date	Sex	Provider Name	Date(s) of Service	Diagnosis	Billed	Paid	Reason for Denial
640	12/02/76	F	Heart Hospital	04/05/10	Chest Pain	4,461.51	3,000.00	
641	12/17/75	F	UNM Health Sciences Center	03/24/10	Back Injury	608.40	468.46	
			UNM Medical Group	03/24/10	*	98.00	25.56	
642	07/18/55	F	Presbyterian Hospital	03/12/10	Hernia	3,514.00	2,706.12	
643	03/16/62	M	Living Cross Ambulance	04/13/10	Chest Pain	1,300.32	400.00	
			Presbyterian Hospital	04/14-04/23/10	*	46,589.65	3,000.00	
644	01/25/27	M	Living Cross Ambulance	04/05/10	Motor Vehicle Accident	103.38	96.00	
345	08/25/91	F	Living Cross Ambulance	03/18/10	Behavioral	1,222.79	0.00	Missed Appointment
346	10/22/87	F	Living Cross Ambulance	04/09/10	Behavioral	1,204.21	400.00	
347	03/23/85	M	UNM Health Sciences Center	03/18/10	Heart Palpitations	657.00	0.00	Income
348	11/09/79	M	Albuquerque Ambulance	04/06/10	Unknown	435.00	0.00	No Response
349	03/14/90	M	Living Cross Ambulance	02/02/10	Overdose	103.38	0.00	Missed Appointment
350	05/26/68	M	Presbyterian Hospital	04/17-04/24/10	Unknown	30,196.80	0.00	No Response
351	11/05/27	F	Living Cross Ambulance	04/13/10	Fall	103.38	0.00	Missed Appointment
352	01/29/48	M	Living Cross Ambulance	04/09/10	Pneumonia	1,327.88	400.00	
			Presbyterian Hospital	04/09-04/13/10	*	14,677.36	3,000.00	
353	08/02/87	M	Living Cross Ambulance	05/01/10	Asthma	1,016.84	400.00	
354	12/01/88	M	UNM Health Sciences Center	03/28/10	Knee Injury	494.40	0.00	Income
355	12/13/87	F	Living Cross Ambulance	02/10/10	Fainted	1,341.57	0.00	Income
356	04/26/81	F	Living Cross Ambulance	01/20/10	Domestic Violence	961.92	0.00	Missed Appointment
357	11/12/82	F	UNM Health Sciences Center	04/26/10	Rattlesnake Bite	1,520.00	1,170.40	
358	12/07/88	F	UNM Health Sciences Center	04/08/10	Kidney Infection	1,308.05	0.00	Income
359	02/20/71	M	UNM Health Sciences Center	03/14-03/23/10	Intestinal Abscess	39,131.22	0.00	Income
			UNM Health Sciences Center	04/17/10	*	4,513.00	0.00	*
360	01/18/54	F	UNM Health Sciences Center	04/19-04/20/10	Abdominal Pain	825.05	0.00	Income
			UNM Health Sciences Center	04/21/10	*	264.30	0.00	*
361	12/16/75	M	UNM Health Sciences Center	03/26/10	Back Pain	134.35	103.44	
362	10/23/42	M	Living Cross Ambulance	03/27/10	Liver Disease	1,272.86	400.00	
363	05/05/66	F	UNM Health Sciences Center	03/16/10	Female Problems	1,630.00	0.00	Income
364	10/15/86	M	Living Cross Ambulance	04/09/10	Domestic Violence	1,003.11	400.00	

(EXHIBIT A)

			Presbyterian Hospital	04/09/10	*	1,700.00	1,309.00
665	01/25/53	M	Albuquerque Ambulance	04/08/10	Hypertension	525.00	400.00
			UNM Health Sciences Center	04/08/10	*	1,418.80	1,092.47
666	02/15/53	F	UNM Health Sciences Center	04/08-04/15/10	Colon Cancer	35,050.66	0.00 Income
667	08/09/41	M	UNM Health Sciences Center	02/20-03/17/10	Cancer	107,725.44	0.00 No Response
368	08/01/76	F	UNM Health Sciences Center	02/21/10	Unknown	4,524.75	0.00 No Response
			UNM Health Sciences Center	02/22/10	*	77.00	0.00 *
369	05/03/78	F	UNM Health Sciences Center	03/11-03/13/10	Elbow Fracture	24,019.98	3,000.00
370	04/13/64	F	UNM Health Sciences Center	03/26/10	Unknown	3,683.40	0.00 No Response
371	08/24/55	F	UNM Health Sciences Center	03/11-03/18/10	Unknown	43,345.04	0.00 No Response
372	05/25/86	M	UNM Health Sciences Center	03/17/10	Ulcers	449.10	0.00 No Response
			UNM Health Sciences Center	03/24/10	*	527.00	0.00 *
373	08/04/85	F	UNM Health Sciences Center	03/25/10	Unknown	560.35	0.00 No Response
374	09/24/82	F	UNM Health Sciences Center	03/21/10	Unknown	1,557.60	0.00 No Response
375	07/20/89	M	UNM Health Sciences Center	04/10/10	Broken Ankle	1,521.57	0.00 No Response
			UNM Health Sciences Center	04/10/10	*	10,900.28	0.00 *
376	05/11/61	F	UNM Health Sciences Center	03/31-04/17/10	Liver Disease (Deceased)	61,656.28	3,000.00
377	01/14/80	M	UNM Health Sciences Center	04/14/10	Abdominal Pain	4,609.00	0.00 Income
378	02/07/51	F	Living Cross Ambulance	04/28/10	Broken Leg	1,533.73	400.00
			Presbyterian Hospital	04/28/10	*	1,434.00	1,104.18
379	01/22/63	F	UNM Health Sciences Center	02/24-02/25/10	Dehydrated - Vomiting	5,104.20	3,000.00
380	11/17/55	M	Living Cross Ambulance	04/08/10	Heart Attack	1,341.51	400.00
			UNM Health Sciences Center	04/08-04/15/10	*	76,451.40	3,000.00
381	04/08/88	F	Living Cross Ambulance	04/09/10	Abdominal Pain	1,178.75	0.00 Income
382	10/05/84	F	UNM Health Sciences Center	04/20/10	Severe Headache	1,364.00	0.00 Income
383	12/26/56	F	UNM Health Sciences Center	04/11-04/15/10	Heart Attack	47,407.80	3,000.00
384	03/23/70	F	UNM Health Sciences Center	04/12/10	Broken Ankle	587.00	451.99
385	05/29/39	M	UNM Health Sciences Center	04/17-04/26/10	Pneumonia	62,655.86	3,000.00
386	02/26/63	F	UNM Health Sciences Center	04/08-04/13/10	Heart Condition	25,887.34	3,000.00
387	02/14/56	F	UNM Health Sciences Center	04/15-04/21/10	Breast Cancer	35,544.52	3,000.00
388	06/09/83	M	Living Cross Ambulance	05/02/10	Headache	103.38	96.00
			Living Cross Ambulance	05/03/10	*	989.38	400.00
			UNM Health Sciences Center	05/03/10	*	5,031.75	2,633.37
			UNM Medical Group	05/03/10	*	434.00	377.63
389	07/24/63	M	Living Cross Ambulance	05/07/10	Seizures	1,154.14	400.00
			UNM Health Sciences Center	05/07-05/11/10	*	44,926.74	3,000.00
390	03/09/91	F	Presbyterian Hospital	04/05/10	Elbow Surgery	14,074.30	3,000.00
391	12/16/80	M	Presbyterian Hospital	04/19-04/25/10	Arm Injury	32,457.45	0.00 No Response

692	11/01/80	F	UNM Health Sciences Center	04/12/10	Cyst on Wrist	5,987.90	3,000.00
693	02/15/48	F	UNM Health Sciences Center	02/21/10	Chest Pain	5,297.00	3,000.00
694	11/16/70	F	Living Cross Ambulance	04/26/10	Suicidal	1,217.94	0.00 Missed Appointment
695	01/08/71	F	UNM Health Sciences Center	04/07-04/11/10	Alcoholism	18,438.50	3,000.00
696	08/13/31	F	Living Cross Ambulance	03/09/10	Arm & Chest Pain	103.38	96.00
697	03/22/59	M	UNM Health Sciences Center	06/24/09	JAIL - Seizures	2,303.00	1,773.31
			UNM Medical Group	06/23-06/24/09	*	974.00	369.98
			TOTAL			859,853.95	66,273.91

BOOK 069

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VALENCIA COUNTY COMMISSION MEETING

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

Ron Gentry David R. Medina Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Heart Hospital	A10095-00002	9640	4,461.51	1,461.51	3,000.00
UNM Health Sciences Center	190081075	9641	608.40	139.94	468.46
UNM Medical Group	4009337	9641	98.00	72.44	25.56
Presbyterian Hospital	000409971-0071	9642	3,514.00	807.88	2,706.12
Living Cross Ambulance	34470	9643	1,300.32	900.32	400.00
Presbyterian Hospital	020689487-0103	9643	46,589.65	43,589.65	3,000.00
Living Cross Ambulance	33997	9644	103.38	7.38	96.00
Living Cross Ambulance	33193	9645	1,222.79	1,222.79	0.00
Living Cross Ambulance	34214	9646	1,204.21	804.21	400.00
UNM Health Sciences Center	189961105	9647	657.00	657.00	0.00
Albuquerque Ambulance	1026107	9648	435.00	435.00	0.00
Living Cross Ambulance	30930	9649	103.38	103.38	0.00
Presbyterian Hospital	001173219-0107	9650	30,196.80	30,196.80	0.00
Living Cross Ambulance	34388	9651	103.38	103.38	0.00
Living Cross Ambulance	34243	9652	1,327.88	927.88	400.00
Presbyterian Hospital	020688918-0099	9652	14,677.36	11,677.36	3,000.00
Living Cross Ambulance	35143	9653	1,016.84	616.84	400.00
UNM Health Sciences Center	190186270	9654	494.40	494.40	0.00
TOTALS			108,114.30	94,218.16	13,896.14

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Chair

Georgia Otero-Kirkham, Vice-Chair

Ron Gentry

David R. Medina

Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	31510	9655	1,341.57	1,341.57	0.00
Living Cross Ambulance	30328	9656	961.92	961.92	0.00
UNM Health Sciences Center	191006154	9657	1,520.00	349.60	1,170.40
UNM Health Sciences Center	190499871	9658	1,308.05	1,308.05	0.00
UNM Health Sciences Center	189831993	9659	39,131.22	39,131.22	0.00
UNM Health Sciences Center	190772061	9659	4,513.00	4,513.00	0.00
UNM Health Sciences Center	190794412	9660	825.05	825.05	0.00
UNM Health Sciences Center	190884379	9660	264.30	264.30	0.00
UNM Health Sciences Center	190166884	9661	134.35	30.91	103.44
Living Cross Ambulance	35475	9662	1,272.86	872.86	400.00
UNM Health Sciences Center	189899214	9663	1,630.00	1,630.00	0.00
Living Cross Ambulance	34149	9664	1,003.11	603.11	400.00
Presbyterian Hospital	020688866-0099	9664	1,700.00	391.00	1,309.00
Albuquerque Ambulance	10-26543	9665	525.00	125.00	400.00
UNM Health Sciences Center	190536227	9665	1,418.80	326.33	1,092.47
UNM Health Sciences Center	190320556	9666	35,050.66	35,050.66	0.00
UNM Health Sciences Center	189239619	9667	107,725.44	107,725.44	0.00
UNM Health Sciences Center	189242571	9668	4,524.75	4,524.75	0.00
TOTALS			204,850.08	199,974.77	4,875.31

VALENCIA COUNTY COMMISSION MEETING

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

Ron Gentry David R. Medina Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	189266901	9668	77.00	77.00	0.00
UNM Health Sciences Center	189782428	9669	24,019.98	21,019.98	3,000.00
UNM Health Sciences Center	190166629	9670	3,683.40	3,683.40	0.00
UNM Health Sciences Center	189790447	9671	43,345.04	43,345.04	0.00
UNM Health Sciences Center	189919087	9672	449.10	449.10	0.00
UNM Health Sciences Center	190080895	9672	527.00	527.00	0.00
UNM Health Sciences Center	190115592	9673	560.35	560.35	0.00
UNM Health Sciences Center	190002758	9674	1,557.60	1,557.60	0.00
UNM Health Sciences Center	190579011	9675	1,521.57	1,521.57	0.00
UNM Health Sciences Center	190621094	9675	10,900.28	10,900.28	0.00
UNM Health Sciences Center	190299750	9676	61,656.28	58,656.28	3,000.00
UNM Health Sciences Center	190698308	9677	4,609.00	4,609.00	0.00
Living Cross Ambulance	35011	9678	1,533.73	1,133.73	400.00
Presbyterian Hospital	020691628-0118	9678	1,434.00	329.82	1,104.18
UNM Health Sciences Center	189350580	9679	5,104.20	2,104.20	3,000.00
Living Cross Ambulance	34180	9680	1,341.51	941.51	400.00
UNM Health Sciences Center	190520569	9680	76,451.40	73,451.40	3,000.00
Living Cross Ambulance	35468	9681	1,178.75	1,178.75	0.00
TOTALS			239,950.19	226,046.01	13,904.18

VALENCIA COUNTY COMMISSION MEETING

Donald E. Holliday, Co-Chair

Georgia Otero-Kirkham, Vice-Chair

Ron Gentry

David R. Medina

Pedro G. Rael

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	190814517	9682	1,364.00	1,364.00	0.00
UNM Health Sciences Center	190579482	9683	47,407.80	44,407.80	3,000.00
UNM Health Sciences Center	190601286	9684	587.00	135.01	451.99
UNM Health Sciences Center	190768747	9685	62,655.86	59,655.86	3,000.00
UNM Health Sciences Center	190486977	9686	25,887.34	22,887.34	3,000.00
UNM Health Sciences Center	190737528	9687	35,544.52	32,544.52	3,000.00
Living Cross Ambulance	35150	9688	103.38	7.38	96.00
Living Cross Ambulance	35152	9688	989.38	589.38	400.00
UNM Health Sciences Center	191158666	9688	5,031.75	2,398.38	2,633.37
UNM Medical Group	748208	9688	434.00	56.37	377.63
Living Cross Ambulance	35380	9689	1,154.14	754.14	400.00
UNM Health Sciences Center	191338078	9689	44,926.74	41,926.74	3,000.00
Presbyterian Hospital	001077221-0090	9690	14,074.30	11,074.30	3,000.00
Presbyterian Hospital	020226304-0109	9691	32,457.45	32,457.45	0.00
UNM Health Sciences Center	190555698	9692	5,987.90	2,987.90	3,000.00
UNM Health Sciences Center	189244882	9693	5,297.00	2,297.00	3,000.00
Living Cross Ambulance	34954	9694	1,217.94	1,217.94	0.00
UNM Health Sciences Center	190461160	9695	18,438.50	15,438.50	3,000.00
TOTALS			303,559.00	272,200.01	31,358.99



Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

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

Date: June 16, 2010

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BA*

Subj: Mario Perez

Mario Perez has requested an Indigent Appeal for the Indigent Denial of April 22, 2010. Mr. Perez was denied as he did not respond to the letter sent to him to schedule an appointment for the UNM Health Sciences Center bill. When Mr. Perez received the denial letter his wife called and said they never received the first letter to call me.

I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$11,828.10. If approved the amount being paid to UNM Health Sciences Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of June 16, 2010.

Donald E. Holliday, Chair

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Vice-Chair

Ron Gentry
Ron Gentry

David R. Medina
David R. Medina

Pedro G. Rael
Pedro G. Rael

ATTESTED BY: *Sally Perea*
Sally Perea, Valencia County Clerk

(EXHIBIT B)

					"INDUSTRIAL Fencing and Installation on Demand"
					BID 658
					Date: April 29, 2010
					Time: 2:00PM
BIDDER	TOTAL	INSURANCE	BID BOND		
AMERICAN FENCE CO 9634 2ND STREET NW ALBUQUERQUE, NM 87104	\$ 59,975.00	No Copy of Insurance	Yes		Disqualified no copy of insurance
FENCING UNLIMITED PO BOX 414 TOME, NM 87060	Not Compliant bid on 1050 LF Instead of 5000 LF	Yes	Yes		
BETTER BUILT FENCE CO 3480 STATE HIGHWAY 47 LOS LUNAS, NM 87031					
SUNNY FENCE 2709 BROADWAY SE ALBUQUERQUE, NM 87102	\$ 64,000.00	Yes	Yes		
JH CONSTRUCTION PO 1772 BELEN, NM 87002	No Bid				
VALLEY FENCE 627 RIVER ROAD BELEN, NM 87002	\$ 61,472.00	Yes	Yes		
HOLLIDAY FENCE CO. INC 590 COUNTRY LANE BOSQUE FARMS, NM 87068	No Bid				
ALBUQUERQUE, FENCE CO 5021 EDITH NE ALBUQUERQUE, NM 87107	No Bid				
ENCHANTMENT FENCES, LLC 8322 BROADWAY SE ALBUQUERQUE, NM 87105	\$ 92,860.00	Yes	Yes		

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the 16 _day of June , between the County of Valencia ("Valencia County") (the "Independent Contractor").

RECITALS:

A. Valencia County requires chain link fence installation and maintenance on the Valencia County Landfill.

B. Valley Fence is ready, willing and able to provide such installation on the Valencia County Landfill.

C. The parties desire to engage Independent Contractor to provide such Chain Link Fence to the Valencia County Landfill pursuant to the terms and conditions described below:

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained below, the parties agree as follows:

1. **Service Term.** Independent Contractor shall provide maintenance on the described below, from the above-referenced date until [December 16, 2010 This Agreement may be extended by the parties by written mutual agreement, but in no event shall the term of this Agreement extend beyond two (2) years, including the initial term and any additional terms.

2. **Termination.** This Agreement may be terminated by either party upon written notice delivered to the other party at least ninety (90) 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.

3. **Services to be Rendered.** Independent Contractor shall be responsible for Installation on Chain Link Fence to the Valencia County Landfill. The primary intent is to Seal off the Completed Clean up project. The scope of work contained in the Proposal, attached hereto as Exhibit "A", submitted by Independent Contractor is hereby incorporated in this Agreement to the extent its provisions are consistent with the Contract.

4. **Records/Retention.** Upon completion of the specific matter for which services were being provided, Independent Contractor will deliver to the County the complete file and all corresponding records, including books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics. Should Independent Contractor wish to retain copies of this material for Independent Contractor's own use, the Independent Contractor shall bear the cost of their reproduction.

5. **Payment for Services.** Independent Contractor shall be paid for services at a rate not to exceed \$61472.00. There will be no additional reimbursement for mileage or per diem. Independent Contractor shall submit to the Valencia County Finance Department itemized invoices detailing the services performed in the time period for which payment is requested. Valencia County shall have thirty (30) days to remit payment to Independent

EXHIBIT C)

Contractor from the date of submission of the itemized invoice.

No charges shall be billed to the County for any of the following services or items unless prior-authorized by Valencia County:

- a. Secretarial, word processing, proofreading, filing, office machine attendants, file organization or other clerical services;
- b. Photocopy expenses at more than 10 cents per page;
- c. Computer time;
- d. Local telephone expenses;
- e. Charges related to computer usage, online or Internet related investigation or research;
- f. Local faxes (incoming or outgoing);
- g. Audit Letters; and
- h. Any other expense properly chargeable to overhead or as a capital expense.

The Independent Contractor shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, if any, the time expended in rendering such service and the date such service was rendered. The Independent Contractor shall submit these records along with its billings to the County monthly. The records shall be subject to inspection by the County. The County has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this Agreement does not foreclose the County's right to recover excessive or illegal payments.

The County's fiscal year begins July 1 and ends June 30 of each calendar year. The County may only make payment for services rendered or costs encumbered during a fiscal year. Billings for services performed or costs incurred prior to the close of a fiscal year must be submitted within ample time to allow for payment within that fiscal year.

6. **Status.** Independent Contractor's status under this Agreement shall be that of an independent contractor, and not that of an employee or agent of the Valencia County. Independent Contractor warrants and represents that Independent Contractor has and will comply with all Federal, State and local laws regarding business permits and licenses, insurance, and any other item that may be required of Independent Contractor to perform the services according to this Agreement.

7. **Professional Responsibility.** Independent Contractor shall perform the services consistent with skill and care ordinarily exercised by other professionals under similar circumstances at the time the services are performed. At the time of the execution of this Agreement, the Independent Contractor shall provide certificates of insurance or copies of insurance policies evidencing coverage for all professional liability of the Independent Contractor and its personnel which may arise out of services provided under this Agreement. Such coverage shall be in an amount not less than \$1,000,000 per occurrence with no greater than a \$5,000 deductible. The amount of any deductible shall be stated, and in no

event is the County required to reimburse Independent Contractor for any deductible expenses. Such insurance shall remain in full force and effect during the term of this Agreement. The Independent Contractor shall notify the County within ten (10) days of any change or cancellation of such insurance.

8. **Independent Contractor's Taxes.** Neither Federal nor State taxes shall be withheld or paid by the Valencia County on behalf of the Independent Contractor or the Independent Contractor's employees or agents. Independent Contractor shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to Independent Contractor by the Valencia County for services rendered to the Valencia County.

9. **Worker's Compensation.** Due to the fact that the Independent Contractor is engaged in his own business enterprise and is not an employee of the Valencia County, the Valencia County will not obtain worker's compensation insurance coverage for Independent Contractor or Independent Contractor's employees or agents. Independent Contractor shall obtain workman's compensation insurance for himself and for Independent Contractor's employees and agents, if required by law to do so, and shall provide the Valencia County certificates of any necessary coverage upon demand.

10. **Non-Appropriation.** Valencia County warrants that it has funds available make payments under this agreement until the end of its current appropriation period and warrants that it will request funds to make payments in each appropriation period from now until the end of the Agreement term. Valencia County shall make in good faith such funding request in accordance with appropriate procedures and with the exercise of reasonable care and diligence. In the event the Board of County Commissioners does not appropriate funds to be paid to Contractor under this Agreement, then Valencia County may, upon prior written notice to Contractor effective thirty (30) days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, which ever is earlier, be released of its obligation to make all payments to Independent Contractor due thereafter, provided (i) non-financial obligations in the termination provision of the Agreement's terms and conditions are met (e.g., return of equipment under a rental agreement), (ii) the foregoing notice states the failure of the Board of County Commissioners to appropriate the necessary funds as reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Contractor under the Agreement. If the provisions of this paragraph are utilized by Valencia County, Valencia County agrees not to replace the subject-matter of the Agreement described hereunder for the balance of the appropriation period following Valencia County's exercise of its termination right hereunder. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This paragraph shall not limit or otherwise impair Valencia County's right to exercise any other termination rights it may have.

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

12. **Indemnity.** The Independent Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless Valencia County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Independent Contractor's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

13. **Right of Entry.** Valencia County agrees to grant or arrange for lawful right of entry at the Project Site, whether or not owned by Valencia County.

14. **Reporting and Disposal.** Independent Contractor agrees to notify all appropriate federal, state, local or other governmental agencies on behalf of Valencia County, as Valencia County's agent, of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. Valencia County shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

15. **Conflict of Interest.** The Independent Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. The Independent 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.

16. **Bribes, Gratuities And Kickbacks.** The Procurement Code, Sections 13-1-23 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.

17. **Equal Employment Opportunity.** The Independent Contractor, in the performance of its contract, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

18. **No Third Party Rights.** This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or

otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants, or advisors.

19. **Assignment.** The Independent Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the County's prior written approval.

20. **Subcontracting.** The Independent Contractor shall not subcontract any portion of the service to be performed under this Agreement without the County's prior written approval.

21. **Amendment.** This Agreement shall not be altered, changed or amended except by written instrument executed by the parties.

22. **Time is of the Essence.** Valencia County and the Independent Contractor are aware that many factors outside the Independent Contractor's control may affect the Independent Contractor's ability to complete the services to be provided under this Agreement. The Independent Contractor will perform these services with reasonable diligence and expediency consistent with sound professional practices.

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

24. **Non-Waiver.** Forbearance of enforcement of the rights or remedies of either party under this Agreement shall not constitute a waiver or release of any such rights or remedies, or any other rights or remedies. A waiver of a right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

25. **Applicable Law.** This Agreement shall be construed according to the laws of the State of New Mexico.

26. **Severability.** Each provision, sentence, or portion of this Agreement and shall be separate and distinct from any other provision, sentence, or portion of this Agreement. In the event of the invalidity of any portion of this Agreement, the other portions of this Agreement set forth herein shall be deemed independent and divisible and shall remain in full force and effect.

27. **Further Assurances.** Each party will fully cooperate with the other and their respective counsel in connection with any steps required to be taken under this Agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this Agreement, including but not limited to executing and delivering instruments and documents to effect the transactions, promises, and agreements made herein.

28. **Entire Agreement.** This Agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or

agreements, oral or otherwise between the parties except as herein expressly set forth.

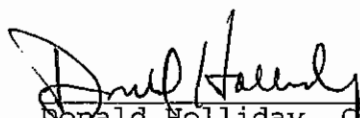
THIS AGREEMENT IS MADE as of the day and year first written above.

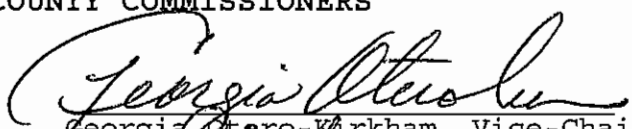
INDEPENDENT CONTRACTOR:

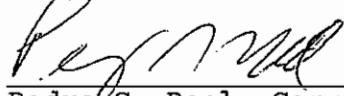
By: _____
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Address: _____
Date: _____

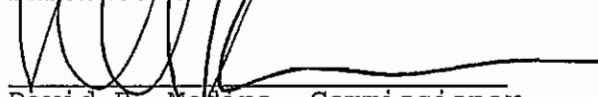
VALENCIA COUNTY:

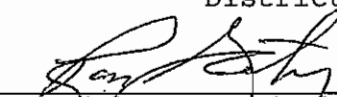
BOARD OF COUNTY COMMISSIONERS


Donald Holliday, Chair
District V

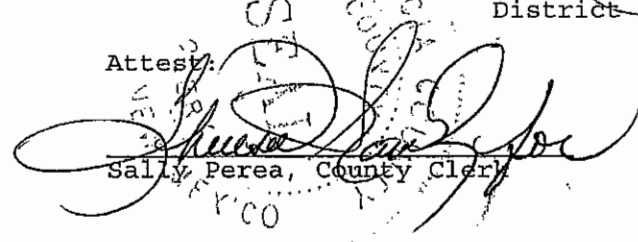

Georgia Otaro-Kirkham, Vice-Chair
District II


Pedro G. Rael, Commissioner
District I


David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:


Sally Perea, County Clerk

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the STATE OF NEW MEXICO, NEW MEXICO DEPARTMENT OF TOURISM, hereinafter referred to as "Department" and the **Valencia County** hereinafter referred to as "Public Entity".

RECITALS

WHEREAS, the purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, Sections 67-16-1 to 67-16-14, as amended, hereinafter referred to as the "Act," is to accomplish litter control by vesting in the Department authority to eliminate litter from the state to the maximum practical extent through a state coordinated plan of education, control, prevention, and elimination; and

WHEREAS, Section 67-16-12:B (3) of the Act provides that the Department allocate funds generated by the Act in the percentage amount of not more than fifty (50) percent of fees received in a year to local governments to establish and help continue local keep America beautiful system programs; and

WHEREAS, Section 67-16-12:B (4) of the Act provides that no more than sixty (60) percent of fees received in a year be allocated to local governments to establish a youth employment program to aid in litter control and beautification projects; and

WHEREAS, the parties hereto intend to provide for the allocation of funds generated by the Act to Public Entity to fulfill requirements of the Act.

(EXHIBIT D)

NOW, THEREFORE, in consideration of the covenants contained herein and pursuant to the Act, the parties agree as follows:

SECTION ONE - DEPARTMENT AGREES:

Upon its approval of a grant application for the program resources funds and/or youth employment funds:

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of **\$21,000** for Public Entity to establish and help continue a local keep America beautiful system program, pursuant to Section 67-16-12.B (3) of the Act; and for a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12. B (4) of the Act. The Department will reimburse funds on a quarterly basis. For the purpose of this contract the quarters are designated as: first quarter is July through September; second quarter is October through December; third quarter is January through March; and fourth quarter is April through June.

2. To allow the public entity to request, in writing, reallocation of funds from the program resources allocation to the youth employment allocation based on the need to support local youth interests. Requests for reallocation of funds must be in writing and are not valid without prior written approval of the Department.

3. To allow the public entity to request, in writing, reallocation of funds from the youth employment allocation to the program resources allocation based on the need to implement programs and projects. Requests for reallocation of funds must be in writing and are not valid without prior written approval of the Department.

SECTION TWO - PUBLIC ENTITY AGREES:

1. To perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as agreed upon by both parties, in furtherance of the statewide keep America beautiful system programs, pursuant to the Act.

2. To establish a youth employment program to aid in litter control and beautification projects, pursuant to the Act.

3. To commence performance of Litter Control, Graffiti, Beautification, Recycling, and related community programs and to continue performing the same with due diligence and progress as to each of all components of the comprehensive program and described tasks. Failure to commence the program activities or to comply with expenditures by Public Entity as agreed upon herein may result in cancellation of the allocated funds.

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Litter Control Council and the Department. Requests for reimbursement must be post marked on or before the fifteenth (15) day after the end of each quarter, except for the fourth quarter ending June thirtieth (30), final request for reimbursement must be postmarked no later than the fifth (5th) day after the end of that quarter, which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1 of this agreement, or upon specified written termination by the Department. Failure to adhere to these requirements will result in a penalty assessed on the invoice equal to 10% of the total

invoice submitted for that quarter. The request for reimbursement shall include, but not be limited to the following:

a. A detailed accounting of expenditures of all funds allocated and paid herein by line item;

b. Copies of detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers; if any) necessary to perform the programs;

c. Copies of the payroll for youth employees and;

d. Such other information as may be required by the Department or the Litter Control Council.

5. To not expend funds on items of equipment, projects, promotional programs, services, or any other matter not related to litter prevention, elimination, control programs and beautification.

6. To keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs. An accounting and performance report shall be made to the Department by Public Entity on or before the tenth (10) day after the end of the fourth quarter; which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1, of this agreement, or upon specified written termination by the Department. The report shall include, but not be limited to, the following:

a. An accounting of expenditures of all funds allocated and paid herein by line item;

b. A certification that equipment was used only for the purpose of fulfilling this Agreement under the Act, and none other;

c. A detailed summary of accomplishments towards those objectives and goals of the program;

d. Any other information necessary to explain the program accomplishments; and

e. Such other information as may be required by the Department or the Litter Control Council.

7. Equipment which may be adaptable for uses other than anti-litter and beautification program activities and which is purchased, in whole or in part, with funds allocated and paid under this Agreement shall be used only for the anti-litter and beautification purposes as required by the Act. The service life for such equipment shall be specified and agreed upon by the Department and Public Entity. Expected service life will be based on the kind of equipment, amount of anticipated use, service that will be performed and its normal service life.

8. That it shall not assign or transfer any interest in this Agreement or assign any claims or money due or that may become due under this Agreement.

9. That it shall not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

10. That it shall maintain detailed time records which indicate the date, time and nature of services rendered and progress of programs undertaken. These records shall be subject to inspection by the Department, the Department of Finance and Administration and the New Mexico State Auditor. 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 illegal payment.

11. Public Entity 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 or service required under this Agreement.

SECTION THREE - BOTH PARTIES AGREE:

1. The requirements set forth in the Department's Litter Control and Beautification Grant Requirements Rule (as amended) shall be strictly adhered to for grant approval, allocation and reporting.

2. Disbursements of grant monies shall be made based upon Department receipt of proper written documentation of expenditures. Illegal or unauthorized expenditures shall constitute a debt owed by Public Entity, its successors or assigns to the State of New Mexico and which sum the Department may elect to withhold from any future allocations to Public Entity, or shall be recovered from Public Entity or its successors or assignees by appropriate legal action.

3. That no direct and separate travel or per diem shall be paid by the Department under this Agreement, unless proposed and requested by Public Entity and approved by the Department. All direct costs of travel or per diem incurred by Public Entity shall be the sole responsibility of Public Entity.

4. That Public Entity upon final payment of the amount due under this Agreement releases the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

5. Public Entity shall not purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

SECTION FOUR - AMENDMENT:

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

SECTION FIVE - DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The Department is expressly not committed to expenditure of any funds under this Agreement until such time as they are budgeted, appropriated by the legislature, and approved for expenditure by the Department. The Department's decision as to whether its funds from appropriations or funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX - INDEPENDENT CONTRACTOR:

Public Entity and its agents and employees are independent contractors fulfilling their obligations to the Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

SECTION SEVEN - TERMINATION:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on June 30, 2011, unless terminated pursuant to SECTION TWO, paragraph 3 or Section Seven, paragraph 2 of this Agreement.

2. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION EIGHT - INTEGRATION:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION NINE - PUBLIC ENTITY'S ACQUIRED PROPERTY:

If upon termination or expiration of this Agreement, Public Entity has any property acquired pursuant to this Agreement, Public Entity shall account for same and dispose of it as directed by the Department.

SECTION TEN - CONTROLLING LAW:

The laws of the State of New Mexico shall govern this agreement. The parties agree that the District Courts of the State of New Mexico located where the parties reside or where the actions of this Agreement are performed shall have jurisdiction over any lawsuits brought by either party to enforce its rights hereunder.

SECTION ELEVEN - UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the State or Act funds appropriated for this Agreement shall revert to the Department.

SECTION TWELVE - INTENT OF AGREEMENT:

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

SECTION THIRTEEN - NEW MEXICO TORT CLAIMS ACT:

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Public Entity and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION FOURTEEN - ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating

hereto.

SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE

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

SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE

The Department and Public Entity shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. The Department and Public Entity further agree to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990 and the New Mexico Human Rights Act.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below specified.

New Mexico Tourism Department

By: _____
Cabinet Secretary

Date: _____

Valencia County
"Public Entity"

By: SEE ATTACHED APPROVAL

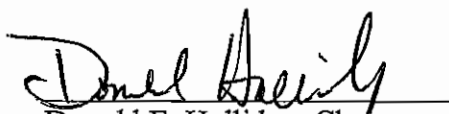
Date: JUNE 16, 2010


Title: BOARD OF COMMISSIONERS

Reference to Document: Litter Control & Beautification Grant Agreement


**APPROVED AND PASSED 16th of June 2010, BY BOARD OF COUNTY
COMMISSIONERS OF VALENCIA COUNTY**

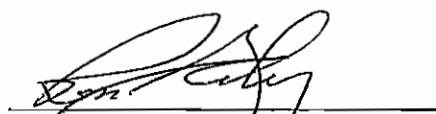
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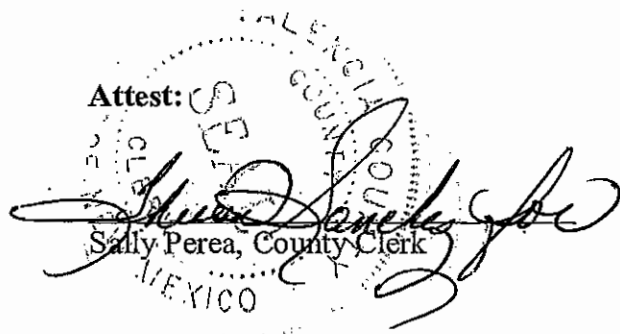

Donald E. Holliday, Chairman


Georgia Otero-Kirkham, Vice-Chair


Pedro G. Rael, Commissioner


David R. Medina, Commissioner


Ron Gentry, Commissioner

Attest: 
Sally Perea, County Clerk

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

Laws of 2009 Special Session

GRANT AGREEMENT NO. 03661

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 2007, Chapter 2, the Legislature made an appropriation to the Division, funds from which the Division desires to make available to the Grantee pursuant to this Agreement; and

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

AGREEMENT

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

ARTICLE I - IMPLEMENTATION OF PROJECTS

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

07-L-G-3517 \$15,387.70 PROJECT EXPIRATION DATE: 30-JUN-11
Laws of 2007, Chapter 2, Section 26, Paragraph 229, Fifteen Thousand Three Hundred Eighty-Seven and 70/100 Dollars (\$15,387.70) to plan, design and construct improvements to the recreation field in Bosque in Valencia county

This project is referred to throughout the remainder of this Agreement as the "Project". The information contained in the first sentence of this Article 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. The amount set forth in the Project Description is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law.

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; provided, however, that the dollar amount stated in the Project Description is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law, regardless of the stated amount in the corresponding appropriation in law.

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

(EXHIBIT E)

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

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

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

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

B. Termination Date: Upon being duly executed by both parties, this Agreement shall be effective retroactive to October 31, 2009. It shall terminate on **29-AUG-11**, (hereinafter referred to as the "Termination Date") which is 60 days after the Division's calculation of the Project's Reversion Date, unless terminated 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 Fifteen Thousand Three Hundred Eighty-Seven and 70/100 dollars (**\$15,387.70**); This is the maximum amount granted to the Grantee under this Agreement and available to it from the corresponding appropriation in law, regardless of the stated amount in the corresponding appropriation in law.

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

see attached approval
Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: Board of Commissioners
(Type or Print Title)

June 16, 2010
(Date)

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

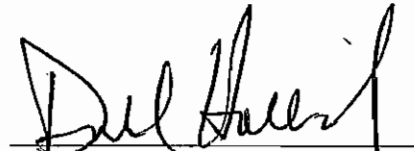
By: Rick Martinez
It's: Deputy Cabinet Secretary


Date

Reference to Document: Grant Agreement No.03661

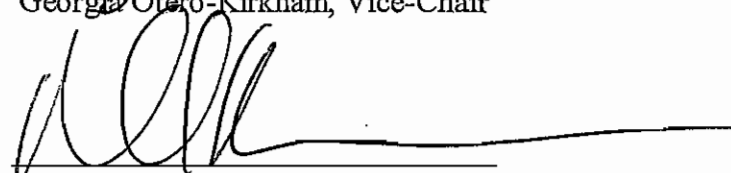
**APPROVED AND PASSED 16th of June 2010, BY BOARD OF COUNTY
COMMISSIONERS OF VALENCIA COUNTY**

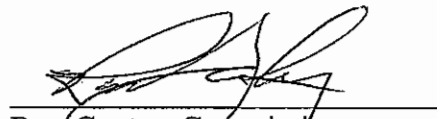
P.O. Box 1119/444 Luna Ave.
Los Lunas, NM 87031

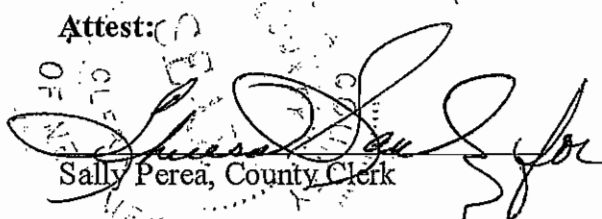

Donald E. Holliday, Chairman


Georgia Otero-Kirkham, Vice-Chair


Pedro G. Rael, Commissioner


David R. Medina, Commissioner


Ron Gentry, Commissioner

Attest: 
Sally Perea, County Clerk

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 16th Day of June 2010, by and between the Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Mr. Derek Williams, hereinafter referred to as "Mr. Williams."

WITNESSETH

WHEREAS, the Board has desires to extend to Mr. Williams an offer of employment pursuant to the terms and conditions contained in this Agreement; and,

WHEREAS, Mr. Williams has agreed to such employment pursuant to said terms and conditions.

NOW, THEREFORE, in consideration of the following recitals, the covenants and conditions hereafter set forth and the obligations to be fulfilled by each party hereunder, the parties hereto agree as follows:

Section 1 EMPLOYMENT

The County agrees to employ Mr. Williams as the Adult Detention Director for Valencia County. Mr. Williams accepts such employment on the terms and conditions contained in this Agreement. **The term of this Agreement shall commence on July 1, 2010 and shall be valid for two years until July1, 2012** unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

Section 2 DUTIES

Mr. Williams shall perform full-time professional services to the County in his capacity of Adult Detention Director, consistent with the provisions of this Agreement. Mr. Williams shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as Adult Detention Director, which include without limitation those duties attached hereto as Exhibit "A". The county shall defend and indemnify Mr. Williams from and against any and all claims or causes of action brought against Mr. Williams and arising in connection with his duties hereunder.

The Board may evaluate Mr. Williams' performance of his duties as Adult Detention Director annually in accordance with objective criteria enumerated in the Valencia County Personnel Rules and Regulations, Policy No. 401-01-2, as amended, or the most recently adopted personnel policy, and further in accordance with such other criteria as may be determined from time to time by the Board in its sole discretion; however, that the Board shall furnish to Mr. Williams a description of the aforesaid criteria at the beginning of each calendar year.

(EXHIBIT F)

The following provisions of the Personnel Policy do not apply or apply as modified below to Mr. Williams or with respect to his employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees do not apply to Mr. Williams;
- B. all provisions relating to compensation and overtime pay do not apply to Mr. Williams (i.e., Mr. Williams is a Fair Labor Standards Act exempt employee);
- C. Mr. Williams shall accrue leave at the same rate as an employee with five (5) years or more, but less than 15 years of service.

All other provisions of the Personnel Policy will apply to Mr. Williams.

Section 3 COMPENSATION AND BENEFITS

The Board agrees to pay Mr. Williams as Adult Detention Director a gross annual base salary (base salary) in an amount of sixty thousand dollars (\$61,040.00) in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement. The Board agrees to offer Mr. Williams standard employee benefits afforded all employees which includes: annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Williams agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be changed at any time. The County shall withhold from Mr. Williams' base salary all required federal and state withholding taxes, as well as any required FICA contributions, and other statutorily mandated withholdings.

Section 4 VOLUNTARY TERMINATION

Mr. Williams may terminate this Agreement by delivering, at least sixty (60) days prior to the anticipated date of termination, a written notice to the Board of his intent to terminate this Agreement. If he is requested to do so by the Board, Mr. Williams shall continue under the terms of this Agreement to render his services on behalf of the Board to the date of termination.

Section 5 INVOLUNTARY TERMINATION

The Board may terminate this Agreement by delivering to Mr. Williams a written notice of the Board's intent to terminate this Agreement, as determined by a minimum of a 3/5 vote of the Board. For purposes of this section only, in the event the Board requests that Mr. Williams resign and Mr. Williams resigns pursuant to such request, then such action shall constitute an involuntary termination hereunder.

In the event of involuntary termination hereunder, the Board shall have no further obligations under this Agreement to Mr. Williams except as follows:

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Williams in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Williams' base salary as described in Section 3 hereof.

- B. The County shall also pay Mr. Williams accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Williams in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Williams shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County shall apply to any involuntary termination of Mr. Williams by the Board except upon the occurrence of one or more of the following events.
 - i. A determination by the Board that Mr. Williams has intentionally engaged in illegal conduct;
 - ii. Conviction of Mr. Williams of a crime punishable as a felony, or in the event Mr. Williams enters a plea of no lo contender or no contest upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime;
 - iii. Engaging in any conduct which is unethical or immoral for a professional;
 - iv. Habitual or excessive use of intoxicants or drugs, or;
 - v. A breach by Mr. Williams of Section 2 of this Agreement.

In any such event, the Board may terminate this Agreement immediately and without further obligation hereunder to Mr. Williams, except for accrued base salary earned, and benefits as stated in Section 5(B), to the date of termination.

Section 6 OTHER PROVISIONS

- A. In the event of termination of this Agreement or Mr. Williams's resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Williams shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance evaluation, with the consent of both parties.
- C. Mr. Williams shall not acquire nor continue any financial interest that directly affects his ability to carry out the duties of Adult Detention Director and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Williams shall maintain his conduct at the highest standards.

- E. The Board shall provide Mr. Williams with professional membership in organizations relating to his employment as Adult Detention Director as determined appropriate by the County Manager and as afforded other County employees, within budgetary limitations.

Section 7 NOTICES

Any notice required or permitted under this Agreement shall be sufficient if in writing, and if personally delivered to the person intended to receive such notice or if sent by mail to his residence in the case of Mr. Williams or to the principal office in the case of the County.

Section 8 GOVERNING LAW

This Agreement shall be subject to and governed by the laws of the State of New Mexico, the invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 9 CONTRACT AMENDMENT

This Agreement may be amended by mutual agreement in writing by the parties. However, Mr. Williams' annual salary may increase as agreed upon by the parties without requiring an amendment to this Agreement. In addition, the Board may change benefit contribution requirements without amendment to this Agreement.

Section 10 ENTIRE AGREEMENT

The parties hereto agree that this Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Agreement. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable.


Section 11 SAVINGS CLAUSE


In the event that one or more provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Agreement shall nonetheless continue to be valid and enforceable by and between the parties.

IN WITNESS WHEREOF, the Board and Mr. Williams have each caused this Agreement to be executed as of the date first written above.

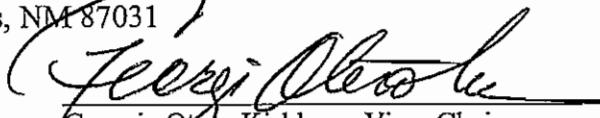
BOARD OF COUNTY COMMISSIONERS

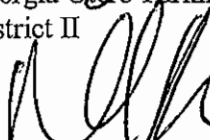
P.O. Box 1119 / 444 Luna Ave.
Los Lunas, NM 87031


Donald E. Holliday, Chairman
District V

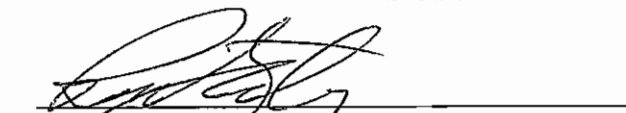



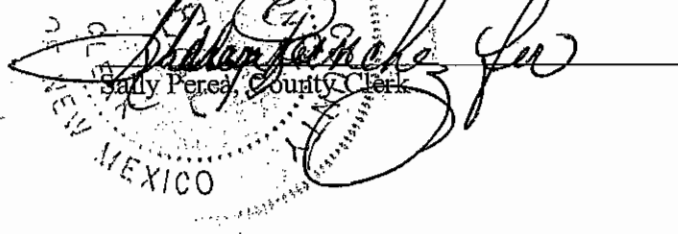
Pete G. Rael, Commissioner
District I


Georgia Otero-Kirkham, Vice- Chair
District II



David R. Medina, Commissioner
District III


Ron Gentry, Commissioner
District IV

Attest:

Sally Perea, County Clerk


DEREK WILLIAMS

Date: _____



VALENCIA COUNTY JOB DESCRIPTION

The following statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and competencies required of personnel so classified.

JOB TITLE: ADULT DETENTION DIRECTOR

DEPARTMENT: Adult Detention Facility
JOB CODE: 422-85-01
CLASSIFICATION: Unclassified
PAY STATUS: Exempt, not eligible for overtime
DEADLINE TO APPLY:

JOB SUMMARY:

The Administrator plans, organizes and directs the operation of the Valencia County Detention Facility as well as aids in the overall planning and policy making of the Facility to insure the safety of all employees and security of all prisoners.

The Detention Administrator is the designated Department Director of the County Detention Facility, appointed by the Valencia County Commission which has the responsibility of taking charge of and keeping the facility and inmates therein, within federal, state and local minimum standards and laws. The Facility Administrator has the function and responsibility for the administration and fiscal management of the operations of the facility and the enforcement of necessary policies and procedures within the facility.

The Administrator is directly accountable to the Valencia County Manager and the Board of County Commissioners. Will be responsible for providing reports, as required to the County Manager and County Commission.

DUTIES AND RESPONSIBILITIES:

1. Directs the development of the Adult Detention Department to assure a smooth and consistently administered and managed operation;
2. Works independently directing and supervising Detention Center personnel.
3. Plans, implements, and directs the use of a management information system with the facility to identify the needs of the facility, inmates and employees and makes recommendations to the County Manager and the County Commission for implementation of programs to meet these needs.
4. Assures that all inmate and personnel records are complete and up to date;

5. Assures that the physical plant, operational procedures and programs are in compliance with federal, state and local minimum standards and laws, and insure compliance by subordinates.
6. Assists and makes recommendations to the County Manager on facility annual operational budget.
7. Writes and implements policies, to insure the practice of approved operational standards.
8. Ability to think logically and effectively, analyze situations and use good judgment.
9. Works closely with the Sheriff's office, other law enforcement agencies, and with the courts regarding inmate issues and to coordinate law enforcement detention security.
10. Performs all additional duties as directed by the County Manager.

MINIMUM EDUCATION AND EXPERIENCE REQUIRED:

- High school diploma or GED required.
- A bachelor's degree in an appropriate discipline; five years of related administrative experience preferably in correctional facilities; and demonstrated administrative ability and leadership. The degree requirements may be satisfied by completion of a career development program that includes work-related experience, training or college credits at a level of achievement equivalent to the bachelor degree.

PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to communicate orally and in writing in English in required, including ability to prepare and deliver presentations to large and small groups.
- Ability to communicate effectively with the Board of County Commissioners, County Manager, Business Office and with the general public.
- Must be of good moral character and not have been convicted of a felony.

LICENSURES AND CERTIFICATIONS REQUIRED:

Valid New Mexico driver's license required.

WORKING CONDITIONS:

- Must be able to perform essential duties of this position and physically inspect all related facilities and operations.
- Work performed in an office setting. Twenty-four hour on call duty. May be required to work nights, weekends, and holidays. May be required interact with prisoners. Routinely exposed to the possibility of bodily harm. Requires arduous physical exertion under a variety of conditions.
- Work is performed indoors.
- Indoor activities are generally performed in a temperature controlled environment, on a carpeted or tiled surface, which is normally dry. Indoor duties will require the climbing and descending of stairs.

VALENCIA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

OTHER CONDITIONS OF EMPLOYMENT:

- Must be able to read, understand and follow both oral and written directions and instructions.
- Must be able to give oral and written directions and instructions.
- Must be able to write such items as letters, reports, performance evaluations, grant applications and similar documents using proper format and grammar.
- Must be able to plan and direct own work activities as well as those of other in an efficient manner.
- Must be able to effectively safeguard confidential information.
- Must be able to think clearly and make decisions that may affect work activity, as well as employee and public safety.
- Must be able to apply knowledge of basic math skills in monitoring and implementing budget and prepare project-related cost estimates.
- Must be able to use tact and courtesy in working with a wide range of individuals, including the public, frequently under tense circumstances.
- Must demonstrate sufficient and adequate mental and emotional stability in order to meet the rigors of a supervisory position.
- Must be knowledgeable of relevant federal, state, and local laws and regulations.

PRE-EMPLOYMENT REQUIREMENTS:

1. Interview
2. Criminal record check.
3. General employment background check.
4. Driving record check.
5. Pre-employment physical and drug test.

I hereby affirm that I have received a copy of the positions specifications listed above; I acknowledge that it is my responsibility to familiarize myself with the duties and expectations of the position described.

Applicant: _____

Date: _____

Date of Implementation: April 2007

VALENCIA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

BOOK 069

PAGE 520

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

The attached computer printout lists all the checks issued by the Manager's Office on June 11, 2010 covering vendor bills processed on the above date. Check # 103639 through Check # 103931 inclusive, for the total of \$ 206,781.27.

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.

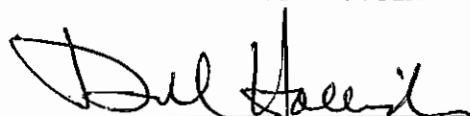
Recommended:




Wilma Abril, Director of Finance

Done this 16th day of June, 2009.

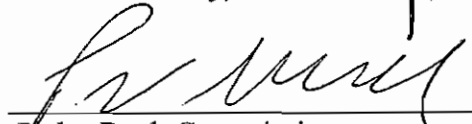
VALENCIA COUNTY BOARD OF COMMISSIONERS



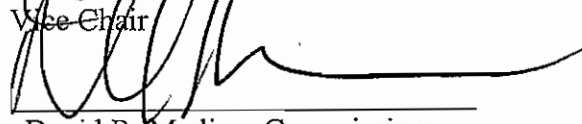
Donald Holliday, Commissioner, Chair



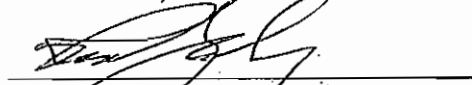
Georgia Otero-Kirkham, Commissioner,
Vice Chair



Pedro Rael, Commissioner

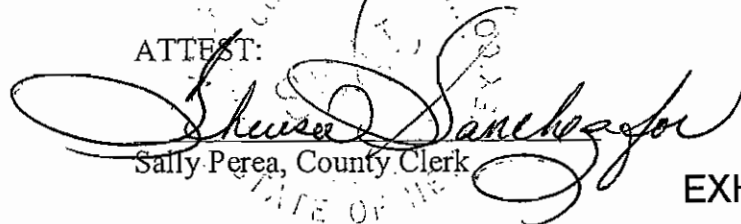


David R. Medina, Commissioner



Ron Gentry, Commissioner

ATTEST:



Sally Perea, County Clerk

EXHIBIT G)

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

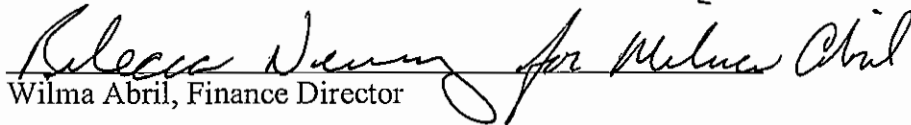
The attached computer printout lists all checks issued by the Managers Office on
06/04/2010 covering payroll process on the above date.
Direct Deposit Check 15718 thru direct deposit check# 15894 inclusive.
Deduction Check# 103570 thru deduction check# 103606 inclusive.
Payroll Check # 87641 thru payroll check # 87746 inclusive.
Listing total \$ 376,777.61.

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.

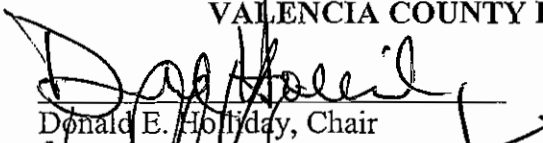
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

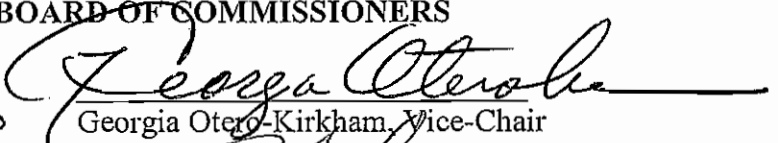
Recommended:

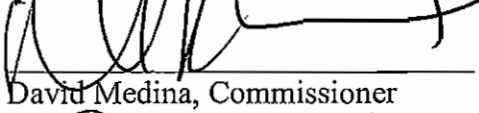

Wilma Abril, Finance Director

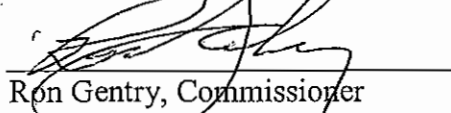
Done this 16th day of June, 2010

VALENCIA COUNTY BOARD OF COMMISSIONERS


Donald E. Holliday, Chair

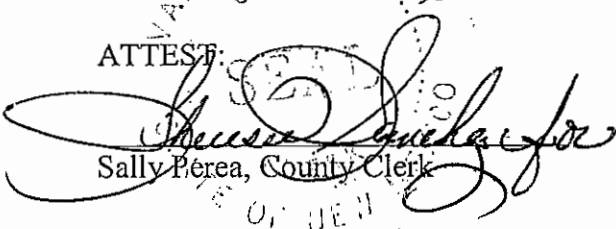

Georgia Otero-Kirkham, Vice-Chair


David Medina, Commissioner


Ron Gentry, Commissioner


Pedro G. Rael, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT H)