



**June 1, 2011**  
**Agenda**  
**1:00 p.m. Business Meeting**  
**Valencia County Commission Chambers**  
**444 Luna Avenue**  
**Los Lunas, NM 87031**

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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: May 18, 2011-Business Meeting

*Georgia Otero-Kirkham*

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

- 5) Presentation Honoring Cliff Hammond Highland Meadows: **Mary Andersen/Charles Eaton**
- 6) Presentation Clean-Up Programs Awards: **Angel Martinez**
- 7) Reports from Manager, Commissions, Boards & Committees

**ACTION ITEM(S)**

- 8) Consideration of the Appointment of District Fire Chief Rob Barr and Assistant Fire Chief Matthew Duran for the Tome-Adelino Fire Department: **Charles Eaton**
- 9) Consideration of **Resolution 2011-\_\_\_**, Authorizing and Approval Submission of a complete Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a Pumper-Tanker for Valencia-El Cerro Fire Dept: **Charles Eaton**
- 10) Consideration of **Resolution 2011-\_\_\_**, Authorizing and Approval Submission of a complete Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a Pumper-Tanker for the Manzano Vista Fire Dept.: **Charles Eaton**
- 11) Consideration of **Resolution 2011-\_\_\_**, Authorizing and Approval Submission of a complete Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a brush Truck for the Jarales-Pueblitos and Bosque Fire Dept.. **Charles Eaton**
- 12) Consideration of VFA-RFA grant application for the seasonal (part-time) employment of a Wild land Coordinator And Wild land fire equipment to address county wide response needs: **Charles Eaton**
- 13) Consideration of Mutual Assistance agreement with the Central New Mexico Corrections Facility: **Joe Chavez**
- 14) Consideration of Joint Powers Agreements with local Municipality The Village of Los Lunas and VCDC: **Joe Chavez**
- 15) Consideration of Agreement between Valencia County and NMDOT Rail section for the Purpose of Speed Study on NM Hwy 304 at RR Crossing: **Eric Zamora/NMDOT**

- 16) Consideration of *Resolution 2011-\_\_*, Open Meetings Act: **Kenny Griego**
- 17) Consideration of Amendment No.1 Agreement between the State of New Mexico Children, Youth and Families Department and Valencia County: **Kenny Griego**
- 18) Consideration of Memorandum of Agreement with the New Mexico Department of Health and Valencia County to provide guidance and financial resources to Valencia County: **Kenny Griego**

**FINANCIAL MATTERS:**

- 19) Consideration of E911 Bond Investment: **Dorothy Lovato/Kenny Griego**
- 20) Consideration of *Resolution 2011-\_\_*, Adopting the Preliminary 2011-2012 fiscal Year Budget: **Kenny Griego/Wilma Abril**
- 21) Consideration of Approval: Payroll /Warrants: **Kenny Griego/Wilma Abril**

**PUBLIC COMMENT:**

*Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission*

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation; *Lone Mountain Contract* 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.

**NEXT COMMISSION MEETING:**

- ♦ **June 8, 2011- Public Hearing Meeting @ 5:00P.M.**  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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

**Please Silence All Electronic Devices – Thank You!**

2 of 2

BOOK 71

PAGE 544

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

JUNE 1, 2011

<b>PRESENT</b>	
Georgia Otero-Kirkham, Madam Chair	
Mary J. Andersen, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Donald E. Holliday, 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 Madam Chair Otero-Kirkham at 1:00P.M.

2) Madam Chair led the Pledge of Allegiance.

### 3) Approval of Agenda

Item (20) Consideration of Resolution 2011-\_\_, adopting the Preliminary 2011-2012 Fiscal Year Budget was moved to the first order of business as an Action Item in order to get the budget to Santa Fe before 5:00 P.M. today. Item (5) Presentation Honoring Cliff Hammond Highland Meadows was tabled to a later meeting. Commissioner Andersen moved for approval of the agenda as amended. Seconded by Commissioner Gentry. Motion carried unanimously.

20) Consideration of Resolution 2011-29, Adopting the Preliminary 2011-2012 Fiscal Year Budget- Kenny Griego / Wilma Abril.

This item was moved up in the agenda as it has to be in Santa Fe before 5:00 P.M.

Commissioner Andersen was assured by Business Manager Kenny Griego that the budget dollars will reflect the commission's wishes and stated the salaries that were printed out were misprints.

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

County Clerk Sally Perea announced Resolution 2011-29. (See Exhibit A)

### 4) Approval of Minutes: May 18, 2011 Business Meeting

Commissioner Gentry moved for approval of the minutes of May 18, 2011 Business Meeting. Seconded by Commissioner Holliday. Motion carried unanimously.

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

5) Presentation Honoring Cliff Hammond Highland Meadows- Mary Andersen / Charles Eaton.

Tabled.

### 6) Presentation Clean-up Programs Awards- Angel Martinez

Valencia County Environmentalist Angel Martinez gave a brief presentation on the Cleanup Program Awards which included the Keep America Beautiful and the New Mexico Clean and Beautiful Programs. The County applies for grants annually through these two programs and the grants are broken up based on commission districts in order to distribute the grant funds throughout the entire county. The entire community effort for this year was a total of 516 volunteers in which they collected just under 450,000 lbs of trash. The committee coordinator for these programs Christina Card presented plaques to community groups for their outstanding work throughout the year.

### 7) Reports from Manager, commissions, Boards & Committees

County Manager Eric Zamora stated there will be clean-up at the Willie Chavez and Eastside School Rd. on June 10<sup>th</sup> and also a clean-up on Mill Rd. on June 11<sup>th</sup>.

The request for lighting at Manzano Express, North Rio Del Oro, El Cerro and Hwy 47 have turned out to be more money than anticipated because of the need to run additional power to that intersection. Mr. Zamora is in the process of pursuing contracts with PNM

and expects to have those in place prior to the start of school or within the next month or so.

Commissioner Andersen asked Mr. Zamora about the draft resolution on the agreement with COG which she thought would have been on today's agenda.

Mr. Zamora said they are currently working with Loretta Tollefson to set up the next Intergovernmental Meeting between Bosque Farms, Los Lunas, Belen, Isleta Pueblo, the County, DOT (Department of Transportation) and Council of Government officials. He's working on placing the resolution on that agenda, have discussion and then bring it back to the commission for formal action.

Madam Chair recognized and thanked Fire Chief Tim Martinez for all his accomplishments at the Valencia / El Cerro Fire Station.

**ACTION ITEM(S)**

8) Consideration of the Appointment of District Fire Chief Rob Barr and Assistant Fire Chief Matthew Duran for the Tome-Adelino Fire Department- Charles Eaton

Madam Chair moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

9) Consideration of Resolution 2011-30, Authorizing and Approval Submission of a Complete Application for Financial assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a Pumper-Tanker for Valencia-El Cerro Fire Department – Charles Eaton.

Madam Chair moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2011-30. (See Exhibit B)

10) Consideration of Resolution 2011-31, Authorizing and Approval Submission of a Complete Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a Pumper-Tanker for the Manzano Vista Fire Department – Charles Eaton.

Madam Chair moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2011-31. (See Exhibit C)

11) Consideration of Resolution 2011-32, Authorizing and Approval Submission of a Complete Application for Financial Assistance and Project Approval to the New Mexico Finance Authority for Purchase and Equip a Brush Truck for the Jarales-Pueblitos and Bosque Fire Department- Charles Eaton.

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

County Clerk Sally Perea announced Resolution 2011-32. (See Exhibit D)

12) Consideration of VFA-RFA Grant Application for the Seasonal (Part-Time) employment of a Wild Land Coordinator and Wild Land Fire Equipment to Address Country Wide Response Needs- Charles Eaton.

Valencia County Fire Chief Charles Eaton said the total grant is about \$25,000.00 for both the equipment and the seasonal part-time Wild Land Coordinator position. As of today wild land incidents within Valencia County have brought in about \$18,000.00 in additional revenues in reimbursements from the State Forestry for incidents they have responded to.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit E)

13) Consideration of Mutual Assistance Agreement with the Central New Mexico Corrections Facility- Joe Chavez

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

14) Consideration of Joint Powers Agreements with Local Municipality the Village of Los Lunas and VCDC- Joe Chavez

Valencia County Adult Detention Warden Joe Chavez said included in this Joint Powers Agreement is an increase from \$65.00 to \$70.00 for the housing of each inmate per day, which will help bring up revenues for the detention facility. Mr. Chavez has discussed this with the Village of Los Lunas and approved by their city council. Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

Minutes of June 1, 2011 Regular Business Meeting

Commissioner Gentry complemented Warden Chavez in the manner in which he has taken over the Corrections Department for the county and the professionalism Mr. Chavez and staff project. (See Exhibit G)

**15) Consideration of Agreement Between Valencia County and NMDOT Rail Section for the Purpose of Speed Study on NM Hwy 304 at RR Crossing – Eric Zamora / NMDOT.**  
County Manager Eric Zamora said this is to receive \$10,000.00 in funding to conduct the speed study for the NM Hwy 304 quiet zone crossing.  
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit H)

**16) Consideration of Resolution 2011-33, Open Meetings Act-Eric Zamora / Adrian Nance.**

This particular resolution provides that the Open Meetings Act notice will be published on the county website and then posted in certain areas around the county. It is not required that it be published in the newspaper and it's a \$1,400.00 a year savings. The Attorney General's opinion on this matter is that just publishing on a website is not adequate because some people don't have computers so they suggested that if you post it in numerous places around the county, that and a website would work.

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

County Clerk Sally Perea announced Resolution 2011-33. (See Exhibit I)

**17) Consideration of Amendment No. 1 Agreement Between the State of New Mexico Children, Youth and Families Department and Valencia County – Kenny Griego.**

County Manager Eric Zamora stated the county is under contract with Children, Youth and Families Department to provide for a Juvenile Justice Coordinator in Valencia County. This first amended agreement provides additional funding, no matching funds are required by from the county and this goes to pay for the salary of the Juvenile Justice Coordinator and provide for some other supplies, printing costs and training costs. The Juvenile Justice Board hired Ms. Cynthia Ferrari about three or four weeks ago.

Commissioner Gentry moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit J)

**18) Consideration of Memorandum of Agreement with the New Mexico Department of Health and Valencia County to Provide Guidance and Financial Resources to Valencia County – Kenny Griego.**

County Manager Eric Zamora said this agreement provides for funding for training in response to large scale bio-terrorist activities for the purpose of dispensing antibiotics and provides for a forty eight hour time frame in which to do so. There are some tasks the county is required to comply with and this a 100% funded program. There are no matching funds required from the county.

Commission Holliday moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (See Exhibit K)

#### **FINANCIAL MATTERS:**

**19) Consideration E911 Bond Investment – Dorothy Lovato / Kenny Griego.**

Ms. Lovato recommends moving the county's money to New Mexico Bank and Trust who offered the highest interest rate of .50 percent. Bank of the West, New Mexico Bank and Trust and Mybank were the only banks that responded.

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

**21) Consideration of Approval: Payroll / Warrants – Kenny Griego / Wilma Abril**

Commissioner Holliday moved for approval of Payroll / Warrants. Seconded by Commissioner Gentry. Motion carried unanimously. ( See Exhibits L, M, N)

#### **PUBLIC COMMENTS:**

The only member of the audience making comments was Valencia County resident Farrel McKay.

**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; Lone Mountain Contract and c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Gentry moved to go into Executive Session. Seconded by Commissioner Holliday. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.

Commissioner Holliday moved to go back into Regular Session. Seconded by Commissioner Gentry. Motion carried unanimously.

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to those specified in the motion for closure which was Lone Mountain Construction and no final action taken.

Commissioner Andersen moved for approval of the summary as stated by counsel. Seconded by Commissioner Holliday. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.


The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on June 8, 2011 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.


**Adjournment**

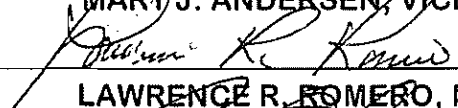
Commissioner Holliday moved for adjournment. Seconded by Madam Chair. Motion carried unanimously. TIME 2:28 P.M.


**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the June 1, 2011 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

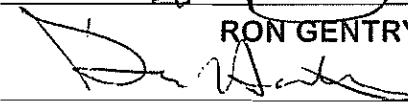
**VALENCIA COUNTY BOARD OF COMMISSIONERS**

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

  
\_\_\_\_\_  
MARY J. ANDERSEN, VICE-CHAIR

  
\_\_\_\_\_  
LAWRENCE R. ROMERO, MEMBER

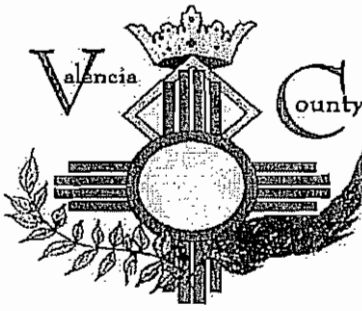
  
\_\_\_\_\_  
RON GENTRY, MEMBER

  
\_\_\_\_\_  
DONALD E. HOLLIDAY, MEMBER

**ATTEST:**

  
\_\_\_\_\_  
SALLY PEREA, COUNTY CLERK

6.15.2011  
DATE



RECEIVED  
DFA-LOCAL GOVT. DIV  
11 JUN -1 PM 2:51  
DATA & BUDG. RM. 201  
SANTA FE, NM 87503

COUNTY OF VALENCIA  
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011- 29

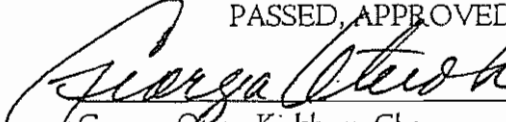
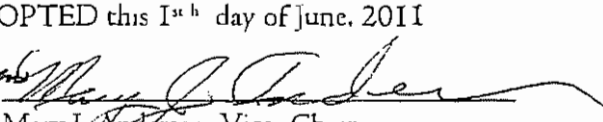
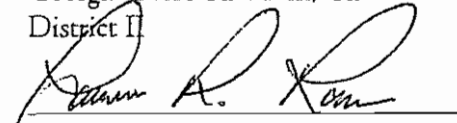
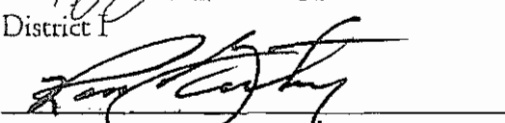
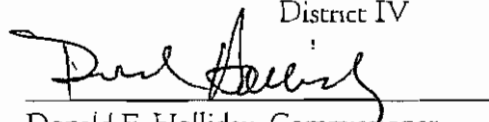
A RESOLUTION RELATING TO FINANCE; ADOPTING THE PRELIMINARY  
2011-2012 FISCAL YEAR BUDGET

WHEREAS, the Board of County Commissioners of Valencia County, New Mexico, has developed a preliminary budget for the 2011/2012 fiscal year; and

WHEREAS, the budget was developed on the basis of need and through cooperation with all user departments, elected officials, and department directors; and

NOW, THEREFORE, BE IT RESOVED, that the Board of County Commissioners adopts this Preliminary budget hereinafter described, and respectfully requests approval from the Local Government division of the Department of Finance and Administration.

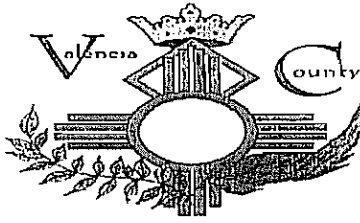
PASSED, APPROVED, AND ADOPTED this 1<sup>st</sup> day of June, 2011

 Georgia Otero-Kirkham, Chair District II	 Mary J. Andersen, Vice -Chair District I
 Lawrence R. Romero, Commissioner District III	 Ron Gentry, Commissioner District IV
 Donald E. Holliday, Commissioner District V	

Attest:

  
Sally Perea, County Clerk

( EXHIBIT A )



## RESOLUTION 2011- 30

### AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETE APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Valencia County ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act") , and the Valencia County ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the ACT and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Pumper-Tanker ("Project") for the benefit of the Governmental Unit and its citizens, and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

### NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employers of the Governing Body are hereby directed and requested to submit the completed Application to the Authority, and are further authorized to take such other action as may be requested by the Authority in

( EXHIBIT B )



connection with the Application and to proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.


Section 5. This resolution shall take effect immediately upon its adoption.

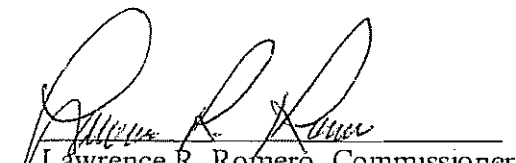
Section 6. It is expressly stated and understood that this resolution in no way binds or obligates the Valencia County Board of County Commissioners to enter into any future contracts for goods and/or services or to enter into any financing arrangement with the New Mexico Finance Authority or any other institution for this project.

PASSES APPROVED AND ADOPTED THIS 1<sup>st</sup> DAY OF JUNE 2011.


**BOARD OF COUNTY COMMISSIONERS**

  
Georgia Otero-Kirkham, Commissioner

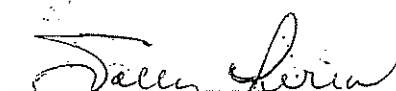
  
Mary J. Andersen, Commissioner

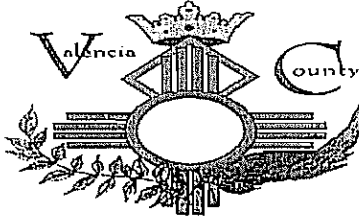
  
Lawrence R. Romero, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

**Attest:**

  
Sally Perea, County Clerk



## RESOLUTION 2011- 31

### AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETE APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Valencia County ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act") , and the Valencia County ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the ACT and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Pumper-Tanker ("Project") for the benefit of the Governmental Unit and its citizens, and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

### NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employers of the Governing Body are hereby directed and requested to submit the completed Application to the Authority, and are further authorized to take such other action as may be requested by the Authority in

( EXHIBIT C )

connection with the Application and to proceed with arrangements for financing the Project.


Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.


Section 5. This resolution shall take effect immediately upon its adoption.

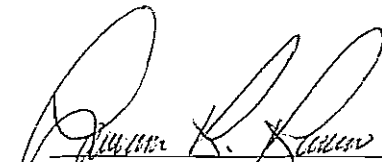
Section 6. It is expressly stated and understood that this resolution in no way binds or obligates the Valencia County Board of County Commissioners to enter into any future contracts for goods and/or services or to enter into any financing arrangement with the New Mexico Finance Authority or any other institution for this project.


PASSES APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY OF JUNE 2011.


**BOARD OF COUNTY COMMISSIONERS**

  
Georgia Otero-Kirkham, Commissioner


  
Mary J. Andersen, Commissioner

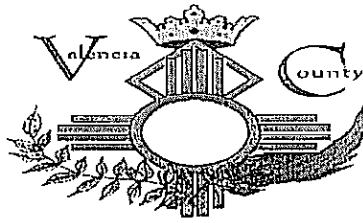
  
Lawrence R. Romero, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

**Attest:**

  
Sally Perea, County Clerk



## RESOLUTION 2011- 32

### AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETE APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Valencia County ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act") , and the Valencia County ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the ACT and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of Brush Truck ("Project") for the benefit of the Governmental Unit and its citizens, and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

### NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY:

Section 1. That all actions previously taken by the Governing Body and the Governmental Unit and their respective officers and employees in connection with the Application and the Project are hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body is hereby approved and confirmed.

Section 3. That the officers and employers of the Governing Body are hereby directed and requested to submit the completed Application to the Authority, and are further authorized to take such other action as may be requested by the Authority in

( EXHIBIT D )

connection with the Application and to proceed with arrangements for financing the Project.


Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.


Section 5. This resolution shall take effect immediately upon its adoption.

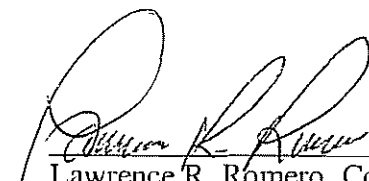
Section 6. It is expressly stated and understood that this resolution in no way binds or obligates the Valencia County Board of County Commissioners to enter into any future contracts for goods and/or services or to enter into any financing arrangement with the New Mexico Finance Authority or any other institution for this project.

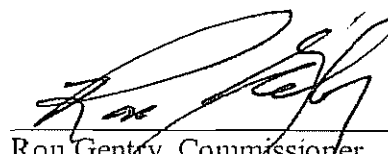
PASSES APPROVED AND ADOPTED THIS 1<sup>st</sup> DAY OF JUNE 2011.

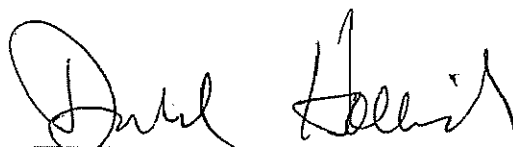
**BOARD OF COUNTY COMMISSIONERS**

  
Georgia Otero-Kirkham, Commissioner

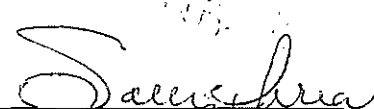
  
Mary J. Andersen, Commissioner

  
Lawrence R. Romero, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

**Attest:**

  
Sally Perea, County Clerk

**Cooperative Fire Assistance through the USDA Forest Service  
Volunteer Fire Assistance Guidelines**

**I. General Description**

*The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division is now accepting applications for the Volunteer Fire Assistance Program (VFA). This VFA grant is provided through emergency funds made available by the U.S. Department of Agriculture, Forest Service (Forest Service), to protect communities from catastrophic wildland fire. The focus of this VFA grant is to assist in equipping rural fire departments; however EMNRD will also consider grant requests for organization and prevention projects.*

*EMNRD will give higher priority to projects which enhance the local government fire departments' capability to safely respond to and manage wildland fires, but will also consider structural fire objectives including projects that have a regional benefit.*

**II. VFA Eligibility**

*The fire department (or local government representing multiple fire departments) must service rural communities with less than 10,000 people. Each application must include a narrative of the proposed project's objective and benefit to these communities. Applicants who follow the National Incident Management System – Incident Command System (NIMS ICS) in day-to-day operations will receive higher scores than those who do not.*

**III. VFA Agreements and Cost-Sharing**

*Each VFA grant recipient must provide a cost-share of 10 percent. In-kind contributions are accepted by VFA program guidelines at a general rate of \$20.25 per hour. All projects must be completed by December 31, 2012. Federal funds cannot be used as the 10 percent match. The VFA recipient is required to use state or local funds.*

**IV. Uses of VFA Grant**

*The primary focus of VFA funding is to strengthen local governments' organizational capability to respond to wildland fire. Examples include:*

- *hiring of a wildland coordinator to work with departments to set up training, track qualifications and develop interagency agreements such as the New Mexico Resource Mobilization Plan (NM-RMP).*

( EXHIBIT E )

- *funding for fire prevention projects that reduce the number of human caused fires and protect the public. Possible prevention projects include defensible space workshops, development of debris burning permit system or adoption of wildland urban-interface ordinances.*
- *projects that provide for equipment or training.*

*VFA cost-share rates may vary depending on funding from the Forest Service. The maximum grant amount for equipment projects is \$20,000 and the maximum grant amount for prevention and organizational projects is \$25,000.*

## **Department of the Interior RURAL FIRE ASSISTANCE GUIDELINES**

### **I. General Description**

*Monies allocated through the National Fire Plan to the Department of the Interior (DOI) by Congress will be distributed to rural fire departments. The grants will be used for wildland fire training and basic wildland fire equipment. A maximum of \$20,000 in assistance per rural fire department has been set by the DOI for RFA. Applicants who follow the National Incident Management System – Incident Command System (NIMS ICS) in day-to-day operations will receive higher scores than those who do not.*

*RFA funding relies on DOI budget allotments for a given fiscal year. RFA funding is not guaranteed as DOI reserves the right to eliminate funding to certain programs depending on the status of current federal budget allotments. Applicants are advised to seek alternate funding sources for RFA projects in the event DOI funding for this grant is not available.*

### **II. RFA Eligibility Requirements**

1. *Applicants must possess a statewide agreement with the State Forester who maintains cooperative agreements with rural or volunteer fire departments; or, absent agreement, a cooperative fire agreement with an agency of the DOI.*
2. *The rural fire department must serve a community with a population of less than 10,000.*
3. *Applicants may only use funding for wildland fire training and basic equipment.*
4. *The local department must have the capability to share a minimum of 10 percent of the total cost. Applicants may include in-kind goods or services as part of the cost-sharing.*
5. *The local department must serve a community in the “Wildland-*

**Urban Interface," For purposes of this grant, "Wildland Urban Interface" is defined as: the area where development occurs near federal land that is vulnerable to wildfire.**

### **III. RFA GRANT**

**RFA grants can be used for training and basic equipment that improve wildland firefighting safety capacity.**

**The DOI has set a maximum of \$20,000 per RFA application.**

**Products and services that qualify for grants include:**

- **Training (VFA only)**
  - **Wildland fire training and activities at basic, advanced, or refresher levels. May include travel, tuition and per diem costs or the costs of hiring an instructor.**
  - **Training videos, handbooks, teaching kits.**
- **Equipment**
  - **Basic tools/supplies – such as shovels, Pulaski axes, hose, and nozzles**
  - **New Generation fire shelters**
  - **Wildland Safety/Personal Protective Equipment (PPE) – Nomex apparel, fire shelters, personal line packs**
  - **Communications – RFA grant guidelines only allow acquisition of P-25 compliant, narrowband digital handheld or mobile radios.**

**The RFA program will not fund positions, or acquisition of "fixed assets" such as hydrant or sprinkler systems, building construction, alarm systems or other improvements which increase the value of real property; or items such as all-terrain vehicles, walkie-talkies, non-P25 compliant radios, boots, vehicle tires, turnout gear for structural firefighting, self-contained breathing apparatus, or non-Nomex PPE.**

**If you have any questions regarding RFA grants, contact your local DOI Fire Management Officer, or go to <http://www.nifc.gov/rfa/contacts.html>**

### **III. Cooperative Agreements**

**RFA guidelines require that successful applicants enter into a financial assistance agreement with the respective DOI agency. The financial assistance agreement will describe the project performance parameters. Each recipient of the RFA grants must provide a cost share of 10 percent. In-kind goods and services may be included as part of the cost sharing. The general rate of \$20.25 per hour shall be applied to staff and volunteer time.**



*RFA is designed to support the immediate wildland fire needs of rural fire departments and is meant to improve the departments' capability for initial and extended attack of wildland fires. As such, DOI requires timely expenditure of funds. All projects must be completed and funds expended within 12 months of the signed agreement.*

**Assistance (VFA/RFA) Grant Application  
Federal Fiscal Year 2012  
Title IV-Emergency Funds, Interior and Related Agencies Appropriations**

<b>Applicant Name (Local Government):</b>		<b>County:</b>	
Board of County Commissioners		Valencia	
<b>Applicant Mailing Address:</b>			
P.O. Box 1119 Los Lunas, NM 87031			
Telephone: (505) 866-2003	Fax: (505) 866-2424	E-mail:	
Local Government Federal Tax Identification Number: 85-6000261			
Local Government State Identification Number (CRS): 01-505378-004			
Department's DUNS#: 040706756 (Required of all federal financial assistance applicants effective Oct. 2003. Obtain at <a href="http://smallbusiness.dnb.com/">http://smallbusiness.dnb.com/</a> or by calling 800/333-0505)			
Is your department or your fiscal representative registered at Central Contractor's Registration (CCR)? <input checked="" type="checkbox"/> Yes (Registrations MUST be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to <a href="http://www.ccr.gov">www.ccr.gov</a> to complete required registration. No assistance can be provided without CCR registration.)			
Rural Fire Department Name: Valencia County Fire Administration			
Mailing Address: P.O. Box 1119 Los Lunas, NM 87031		Contact Person: Charles Eaton – Chief Valencia County Emergency Services	
Telephone: (505)866-2040	Fax: (505)866-8749	E-mail: <a href="mailto:charles.eaton@co.valencia.nm.us">charles.eaton@co.valencia.nm.us</a>	
Grant Amount Requested		\$ 18,000.00	
Local Government Match		\$ 2,000.00	
Total Project Costs		\$ 20,000.00	
1. Is your community population under 10,000? (Check one)			
A. Yes <input checked="" type="checkbox"/> (proceed to item 2 below) (VFA Desk Guide Program Administration, Item A 3)			
B. No (Applicant does not qualify for VFA)			
2. Which category best describes your project? (Check one)			
A. Training	B. Equipment	C. Organizing <input checked="" type="checkbox"/>	D. Prevention (VFA only)
3. Does the applicant currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One)			
A. Yes <input checked="" type="checkbox"/>			
B. No			

If No, do you have an agreement with a federal agency? Which one?		
4. What is your fire department classified as by the State Fire Marshal's Office? 8 Fire Departments Class 2-class 5, 1-class 6, 3-class 8, 1-class 9, 1-class 10. For how long? 8 years Two FD's received ISO evaluations in 2010. One maintained Class 8, one maintained class 6. Four FD's preparing for upcoming ISO evaluations.		
5. Is your fire department adjacent to federal land? (Check one)  A. Yes <input checked="" type="checkbox"/> B. No		
Does your fire department use NIMS (ICS) in day-to-day operations? A. Yes <input checked="" type="checkbox"/> B. No		
6. Does your fire department initial attack or fight wildland fires on Department of the Interior land? (Check one) Name of DOI Fire Manager you work with: <u>Todd Richards - BLM</u> A. Yes <input checked="" type="checkbox"/> B. No		
7. If you answered yes to question 6, Check (✓) agency below.		
Bureau of Land Management <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	National Park Service
Bureau of Reclamation <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Fish and Wildlife Service <input checked="" type="checkbox"/>
Bureau of Indian Affairs <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Wildland fire training? (number of people who have completed each course)		
Basic wildland training (S-130, S-190)? 70	Advanced wildland training (S-205, S-290)? 15	
2011: 21 Basic Training and RT130 Refresher 18 Red Cards issued		
9. How many engines does your fire department have?		
A. Wildland? 14	B. Structural? 13	8 Rural Fire Departments 10 Total Fire Stations
10. Project description, objectives and benefits		
<p>Application for 2012 VFA grant funding for continuing the Wildland Coordinator position that was established in 2011 via VFA Grant funding was discussed at the Valencia County Fire Chief's meeting on May 10, 2011. The consensus was that it would be in the best interests of Valencia County for continuing to staff this position for 2012 and submit VFA Grant application to fund the position.</p> <p>The Rio Grande Valley running through Valencia County is part of the Middle Rio Grande Bosque CWPP. There are 7 high risk communities and 1 medium risk community listed in Valencia County in the December 2009 Communities At Risk Assessment Plan.</p>		

*The Valencia County Wildland Coordinator will be responsible for coordinating NWCG training. All training will be tracked using IQS and Red Cards will be issued to qualified firefighters commensurate with standards followed by NM State Forestry Division. The Wildland Coordinator will also develop a list of all Valencia County Firefighters showing no Wildland training or currency, basic Wildland training and currency, and Red Card qualified firefighters. This includes tracking standards developed for both Wildland and structural firefighters.*

*The Wildland Coordinator will be the County liaison with Federal and State Agencies on wildfire incidents. In 2011, The Wildland Coordinator had constant communication with NM State Forestry Bernalillo District via e-mail and phone as well as phone communication with Albuquerque Interagency Dispatch. We would like to build on this improved communications between Valencia County, State, and Federal Agencies in 2012.*

*The Wildland Coordinator will attend NM State Forestry RMP Meetings and implement the NM RMP in Valencia County. A team of Red Carded Firefighters will be assembled, rate sheets for eligible resources completed, and availability reported weekly to NM State Forestry Bernalillo District during wildfire season. In 2011 Valencia County submitted rate sheets for one Type 6 engine and three Type 2 support tenders for the first time. We would like to improve our Wildland team and our ability to participate in NM RMP assignments in 2012 with the Wildland Coordinator position being an essential component in this process.*

*The Wildland Coordinator will coordinate WUI assessment planning and wildfire mitigation projects according to priorities identified in the Middle Rio Grande Bosque CWPP. The Wildland Coordinator submitted the New Mexico Association of Counties Wildfire Risk Reduction Program for Rural Communities grant application April 1, 2011 to create and update a CWPP unique to Valencia County from the existing Middle Rio Grande Bosque CWPP. Having the Valencia County Wildland Coordinator in place in 2012 will be an integral part of this project.*

*The Wildland Coordinator will assist the eight County volunteer fire departments in developing plans for recruiting and retaining volunteer firefighters. A written plan outlining needed improvements and implementation of improving ISO ratings will be developed. The Wildland Coordinator will work with the new position of Training Division Officer to track Fire Districts' mutual aid training and countywide fire training. This mutual aid training has a positive benefit with ISO ratings.*

*The Wildland Coordinator will coordinate acquisition of funding through grants and other sources to facilitate accomplishment of identified needs. Through May 2011, the Valencia County Wildland Coordinator submitted above mentioned Wildfire Risk Reduction Program Grant proposal, VFA grant proposal*

for training equipment, as well as this VFA grant proposal to continue the Wildland Coordinator Position. If funded for 2012, the Wildland Coordinator will continue to seek out and submit grant funding to meet identified needs.

The Wildland Coordinator will assist county fire departments to improve Wildland fire suppression capabilities in a safe and efficient manner following the three incident priorities: 1. Safety, 2. Incident Stabilization, 3. Resource Conservation.

IF REQUESTING EQUIPMENT, ATTACH AN ITEMIZED LIST INCLUDING COST/ITEM

11. Please describe proposed project budget, by item.			
1. Item	2. Federal Grant Amount*	3. Applicant Match**	4. Total Item Cost
Wildland coordinator	\$18,000.00	\$2,000.00	\$20,000.00
(20,000 x .10/.90 = Applicant match			
Grand Total	\$ 18,000.00	\$ 2,000.00	\$ 20,000.00

\* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)  
\*\* Applicant match (Column 3) must be 10 percent of total project cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

- A) (Grant Amount x .10)/.90 = Applicant Match  
(\$10,000 x 0.10/0.90) = \$1,111.00 - applicant must match
- B) (Federal Grant Amount + Applicant Match) = Total Budget  
(\$10,000 + \$1,111.00) = \$11,111.00 - Total Budget

OFFICIAL REPRESENTATIVES

The VFA/RFA program managers designate the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

<i>FISCAL REPRESENTATIVE</i>	<i>PROGRAM REPRESENTATIVE</i>
<i>Name: Wilma Abril</i>	<i>Name: Charles Eaton</i>
<i>Title: Valencia County Finance Officer</i>	<i>Title: Valencia County Emergency Services Chief</i>
<i>Mailing Address:</i> <i>PO Box 1119</i> <i>Los Lunas, NM 87031</i>	<i>Mailing Address:</i> <i>PO Box 1119</i> <i>Los Lunas, NM 87031</i>
<i>Telephone: (505) 866-2033</i>	<i>Telephone: (505) 866-2040</i>
<i>Fax: (505) 866-2424</i>	<i>Fax: (505) 866-8749</i>
<i>Email:</i> <i>Wilma.abril@co.valencia.nm.us</i>	<i>E-mail:</i> <i>charles.eaton@co.valencia.nm.us</i>
<i>Other Contact Information:</i>	<i>Other Contact Information:</i>

This application for VFA or RFA funding is hereby approved for submittal.

Signature of Authorized Local Government Representative

*Print Name*

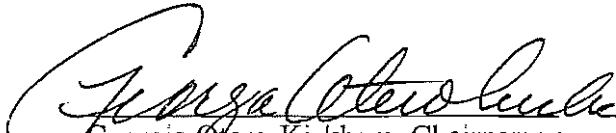
*Title*

*Date Application Submitted*

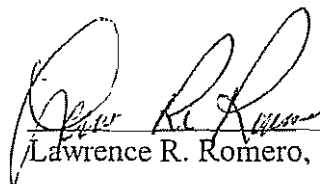
**Reference to Document: VFA and RFA Grant Application**


**APPROVED AND PASSED 1<sup>st</sup> of June 2011, BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**


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

  
Georgia Otero-Kirkham, Chairperson

  
Mary J. Andersen, Vice-Chair

  
Lawrence R. Romero, Commissioner

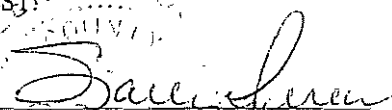
  
Ron Centry, Commissioner

  
Donald E. Holliday, Commissioner

[SEAL]

ATTEST:

By:

  
Sally Perea, County Clerk

10-A

BOOK 71

PAGE 555

**2012 VFA Project Application Evaluation Form  
(Official Use Only)**

**Applicant (local government):**

**Fire Department:**

**EMNRD Forestry Division District:**

**Reviewer Name/Agency:**

**Date:**

**Eligibility:** (Project application must meet the following to be rated.)

Yes      No

☐      .      Grantee must serve a community less than 10,000 people.

**Applicant (Fire Department) Description Score:** \_\_\_\_\_

(Maximum: 40 points)

Yes      No

☐      .      Agreement with EMNRD, Forestry Division for Cooperative Wildland Fire Suppression.

☐      .      Agreement with EMNRD, Forestry Division for Resource Mobilization.

☐      .      State Fire Marshal's fire department classification better than the minimum Class 10.

☐      .      New fire department recognized by local government and State Fire Marshal.

☐      .      Adjacent to a wildland/urban interface high-risk community.

☐      .      Initial attacks wildland fires.

☐      .      Participates in basic and advanced wildland fire training.

☐      .      Meets NIMS requirement.

**Project Description Score:** \_\_\_\_\_

(Maximum: 40 points)

Yes      No

☐      .      Emphasize objectives that would strengthen organizational capability.

☐      .      Emphasize fire prevention objectives.

☐      .      Emphasize wildland objectives. Structural objectives can be considered.

☐      .      Emphasize projects that have a regional or multi-agency benefit.

☐      .      Requests for equipment and training will be considered.

☐      .      Cooperator need.

**Project Budget Score:** \_\_\_\_\_

(Maximum: 20 points)

Yes      No

☐      .      Proposed budget is realistic.

☐      .      Proposed budget is consistent with project objectives and will be successful.

☐      .      Budget is complete and identifies total cost by item.

☐      .      Appropriate cost share has been identified. (Applicant (local government) must provide 10 percent cost-share.

**Total Score** \_\_\_\_\_ (Maximum 100 points)

**Comments (Please justify score):**



**STATE OF NEW MEXICO**  
*Corrections Department*

Susana Martinez, Governor

Lupe Martinez,  
Secretary of Corrections



Post Office Box 1328  
Los Lunas, New Mexico 87031-1328  
Phone: (505) 865-2317  
Fax Number: (505) 866-8510

**MUTUAL ASSISTANCE AGREEMENT  
BETWEEN  
CENTRAL NEW MEXICO CORRECTIONAL FACILITY  
AND VALENCIA COUNTY DETENTION CENTER**

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of May, 2011 and between Central New Mexico Correctional Facility and the Valencia County Detention Center.

**WITNESSETH:**

**WHEREAS**, each of the parties hereto maintains personnel and equipment for the preservation of peace within its own jurisdiction and areas, and:

**WHEREAS**, the parties hereto desire to augment the enforcement of security and control available in and to their various establishments, directs, agencies, and municipalities,

**WHEREAS**, the land or districts of the parties hereto are within adjacent or contiguous so that mutual assistance, in the event of an emergency, is deemed feasible, and,

**WHEREAS**, it is the policy of Central New Mexico Correctional Facility, and local law enforcement agencies and of their governing bodies to conclude such agreement wherever practicable, and,

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another to maintain safety, security, and control in accordance with these terms.

**THEREFORE IT IS AGREED THAT:**

1. Whenever it is deemed advisable by the Commander of Central New Mexico Correctional Facility to request assistance under the terms of this agreement, he or she is authorized to do so, and the Commander at Central New Mexico Correctional Facility shall forthwith initiate action under this agreement.

( EXHIBIT F )

BOOK 71                      PAGE 557

ACA 4-4211  
2011-2012


1

- a. In case of a major emergency, the highest ranking available person will contact Joe Chavez Warden at (505) 565-8900 of the Valencia County Detention Center and Central Office to request specific resources and relay as much information as available. Major emergencies or disturbances shall include but are not limited to: escapes, riots, fires etc.
  - b. The Valencia County Detention Center will immediately dispatch a representative to Central New Mexico Correctional Facility to assess the situation, in order to determine that exact mission to be assigned in accordance with detailed plan and procedures of operation drawn in accordance with agreement by technical needs of agencies involved.
  - c. Upon arrival to Central New Mexico Correctional Facility, the Valencia County Detention Center Warden or his designee will meet with the Commander or his designee for briefing. Under this agreement the Valencia County Detention Center will provide Central New Mexico Correctional Facility with the following services during a major emergency. Under this agreement, the Valencia County Detention Center staff will be escorted at all times by a staff member of Central New Mexico Correctional Facility at all times.
    1. Transport Vehicles
    2. Perimeter Security
    3. Radio Equipment
    4. Investigation Services
    5. Use of C.E.R.T Team
    6. Use of Jail Beds
    7. Use of Utility Equipment
  - d. Forth with dispatch the personnel and equipment request, or such personnel and equipment that can be spared, with complete instructions as to the mission in accordance with the terms of this agreement.
  - e. If resources and staff are available Central New Mexico Correctional Facility will allow or provide the Valencia County Detention Center use of the following services:
    1. Use of Training Facilities and Equipment
    2. Participation in Training Programs
    3. Emergency Response Team
    4. Use of Department's Mobile Command Unit (pending approval of the Director of Adult Prisons).
    5. Technical Assistance
2. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately notify the requesting agency if, for any reason, assistance can not be rendered.

3. The technical head of the agency requesting assistance shall assume full charge of the operations; however, personnel and equipment of the agency rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior official of the agency rendering assistance.
4. The chief officers of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each agency's area of responsibility for guided familiarization tours as feasible, to jointly conduct planning and training sessions and/or drills.
5. The technical heads of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
6. This agreement shall become effective upon the date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party giving thirty (30) days written notice of said cancellation.

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 or other applicable law."


IN WITNESS WHEREOF, the parties hereto have extended this agreement at wit in the State of New Mexico on the day and year first above written.

  
Mr. Anthony Romero, Warden CNMCF

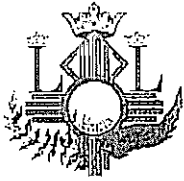
4/27/11  
Date

Mr. Joe Chavez, Warden V.C.D.C

\_\_\_\_\_  
Date

  
Mr. Eric Zamora, Valencia County Manager

6-1-11  
Date



**AGREEMENT  
BETWEEN VALENCIA COUNTY  
AND THE VILLAGE OF LOS LUNAS**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS  
ARRESTED BY THE VILLAGE OF LOS LUNAS OR SENTENCED TO DETENTION  
OR CONFINEMENT PURSUANT TO THE JURISDICTION AND AUTHORITY OF  
THE VILLAGE OF LOS LUNAS MUNICIPAL COURT**

**THIS AGREEMENT** is made and entered into the 28 day of April, 2011 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and Village of Los Lunas, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

**RECITALS**

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

**WHEREAS**, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

**WHEREAS**, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

**WHEREAS**, NMSA 1978, Section 33-3-2 (1989) provides that a county may enter into an agreement with other counties and municipalities to provide for the construction, maintenance or operation of one or more jails or correctional or detention facilities for confinement of persons charged with crimes, violations of municipal or county ordinances or committed to jail, and;

**WHEREAS**, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

( EXHIBIT G )

**WHEREAS**, NMSA 1978, Section 3-18-20 (1965) provides that, “a municipality may use the county jail for the confinement or punishment of offenders subject to the requirements imposed by law and the board of county commissioners,” and;

**NOW THEREFORE** the parties hereby agree as follows:

## **AGREEMENT**

### **1. Scope of Responsibilities.**

#### **A.**

i. The County agrees to confine and house all individuals, who are over the age of 18, arrested by Municipal Law Enforcement Officers for violation of the Municipality’s Laws or that are sentenced to detention or confinement by the Village of Los Lunas Municipal Court (hereinafter “Municipal Detainees”) subject to the terms and restrictions of this Agreement.

ii. The Municipality will pay the County the sum of seventy dollars (\$70.00) per day or any fraction thereof for each Municipal Detainee confined at the Detention Center based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight). A finance charge of 1 ½ % will be charged on any invoices outstanding over thirty (30) days.

iii. Full payment for the above specified service shall be remitted by the Municipality to the County after the Municipality’s receipt of the County’s itemized monthly billing statement. Bills shall be remitted by the County on or about the first business day of each month and shall contain the names of each the Municipal Detainee and the dates of Detention. Full payment shall be made by the Municipality to the County within thirty (30) days of receipt of the bill, and a copy of the bill and check shall be sent by the Municipality to the Valencia County Treasurer’s Office for record keeping purposes.

iv. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction’s criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

**B.** The Municipality is responsible for all transport Municipal Detainees to and from the Valencia County Adult Detention Center (the “Center”) and to and from Court proceedings. The Municipality is also responsible for providing all appropriate court orders for booking and release of Municipal Detainees.

**C.** The Municipality agrees to call the Center in advance to verify available space prior to delivering Municipal Detainees for booking. If the Center is at full capacity, the County, through its authorized agent, reserves the right to deny intake in accordance with state and federal regulations.

**D.** If the Detention Center’s Warden determines that the Center is at full capacity the Municipality’s detainee(s) in the custody of Valencia County will be transported to another detention facility within the State of New Mexico. The Municipality shall pay the County all costs of housing its detainee(s) at the non-Valencia County detention facility. The Detention

Center Warden will immediately inform the Municipality of the need to transport the Municipality's Inmate(s) pursuant to this provision.

**E.** The Municipality will give notice to the Center when a Detainee is to be picked up for a court appearance or release and the Center will have Detainees ready to leave when the Municipal Police Officers arrive at the Center. The Municipal Police Department assumes responsibility for all arrest and notification papers prior to the booking of Detainees. The Municipality agrees to return any Detainee taken from the Center, for whatever reason, for final processing at the Center.

**F.** The County will be responsible for the care, custody, and control of Detainees after such time that the Detainees are delivered and accepted to the Center's custody, along with the necessary paperwork. (1985 Op. Att'y Gen. No. 85-03).

**G.** The Detention Center will not accept Municipal Detainees if they do not clear the Detention Center's initial medical assessment. It is the responsibility of the Municipality to transport and obtain medical or psychological treatment for those persons in the Municipality's custody who have not been accepted by the Detention Center or who have been re-housed elsewhere as a result of inmate overcrowding conditions (as mentioned in section D).

**H.** The Municipality will obtain medical or psychological treatment for any Municipal Detainee that is suicidal, excessively inebriated or demonstrating signs of mental illness, physical injury, or other medical conditions prior to the time they are presented for booking, and, if requested, will provide a medical release at the time of booking.

**I.** All medical expenses for the treatment of Municipal Detainees who are subject to this Agreement shall be the responsibility of the Municipality. The Detention Center will provide all day to day in house medications and in house clinical care and a reimbursable basis. Valencia County will contact the Municipality for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations. The Municipality agrees to fully reimburse the County of Valencia for all emergency medical services paid by the County of Valencia for Municipal inmates. Notification of emergency situations will be made within twenty-four (24) hours.

**2. Term and Termination.** This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of four (4) years unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Municipality removes its last inmate from the Detention Center and compensates Valencia County for all amounts due and owing under this Agreement.

**3. Property.** No property shall be acquired as a result of this Agreement which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

4. **Surplus Funds.** There will be no surplus money as a result of this Agreement as the fees billed by the County are for services rendered to the Municipality and the fees received by the County will be transferred to the County general fund as required by law.

5. **Strict Accountability of all Receipts and Disbursements.** Each party shall be strictly accountable for all receipts and disbursements under this agreement.

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

7. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.

8. **Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County and the Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County and/or the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.

9. **Independent Contractor.** Neither Valencia County nor its employees are considered to be employees of the Municipality for any purpose whatsoever. Valencia County is considered and Independent Contractor at all times in the performance described herein.

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

To the County: Joe Chavez, Warden, P.O. Box 1119, Los Lunas, NM 87031

To the Municipality: Robert Vialpando, Mayor, P.O. Box 1209, Los Lunas, NM 87031

11. **Lead agency.** The County is designated as the lead agency and shall monitor the actions of the Municipality as pertains to this agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Municipality that Municipality is in breach of its payment obligations under this Agreement, the Municipality fails to make payment within fifteen (15) days after receipt of such notice. The Municipality and the County shall report and/or confer with one another upon specific requests.

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

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119 / 444 Luna Ave.

Los Lunas, NM 87031

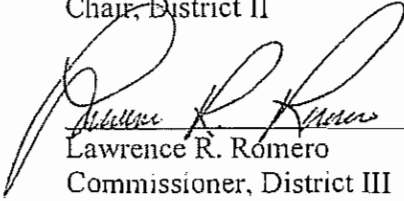
APPROVED, ADOPTED, AND PASSED on this 1st day of June, 2011.



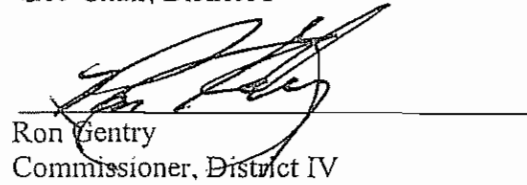
Georgia Otero-Kirkham,  
Chair, District II



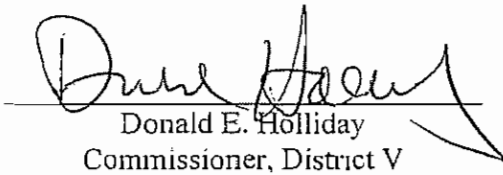
Mary J. Andersen  
Vice-Chair, District I



Lawrence R. Romero  
Commissioner, District III

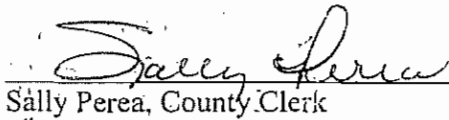


Ron Gentry  
Commissioner, District IV



Donald E. Holliday  
Commissioner, District V

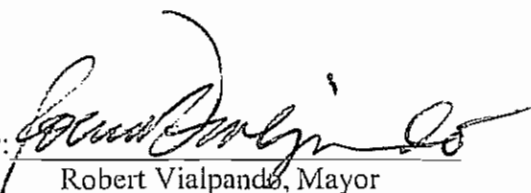
Attest:



Sally Perea, County Clerk




VILLAGE OF LOS LUNAS

By:   
Robert Vialpando, Mayor

Date: April 28, 2011

ATTEST BY:

  
Clerk

Contract Number	_____
Vendor Number	0000054407
Project Number	TPH-TPP-4228(1)
Control Number	RRC 66

## CAPITAL COOPERATIVE AGREEMENT CERTIFICATION PROJECT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the New Mexico Department of Transportation, hereafter referred to as "Department," and the County of Valencia, hereafter referred to as "County."

In consideration of the covenants contained herein and pursuant to the NMSA 1978, Section 67-3-28, State Transportation Commission Policy No. 44, and New Mexico appropriation Laws of 2008, the parties agree as follows:

### SECTION ONE: PURPOSE

The purpose of this Agreement is to specify and delineate the rights and duties of the parties hereto as outlined in Appendix B and made part of this Agreement. Projects shall hereafter be referred to interchangeably as "Project" or "Project Control Number." Each Project identified in Appendix B shall be assigned a separate control number and project number. The Project is a joint and coordinated effort for which the Department and the County each have authority or jurisdiction.

### SECTION TWO: PROJECT FUNDING

1. For Projects listed in Appendix B the Department shall reimburse the County funds in the amount not to exceed the total amount in Appendix B.
2. Funds must be expended for the purpose designated in Appendix B and must not exceed the amounts designated for each Project.
3. Any unexpended funds shall revert to the originating fund within six months of completion of the Project but no later than June 30, 2012.

### SECTION THREE: COUNTY SHALL

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state,  
( EXHIBIT H )

federal laws, Uniform Relocation Act, and current design practices and specifications.

3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented County design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.
8. Submit quarterly status reports to the Department's Transit and Rail Division, Rail Bureau indicating the County's progress for each Project listed in Appendix B.
9. Within sixty days of Project completion, furnish the Department's Transit and Rail Division with the "Certification of Capital Cooperative Agreement Compliance/Completion" (see Appendix A) for each Project listed in Appendix B. The Chairman of County Commission or designee shall execute this Certification.

#### **SECTION FOUR: DEPARTMENT SHALL**

Reserve the right to inspect this Project for compliance of requirements specified in this Agreement. If such inspection discloses a failure to meet the requirements as determined by the Department, the Department may terminate this Agreement for default, reserving all rights and prerogatives available under New Mexico law.

#### **SECTION FIVE: PROJECT RESPONSIBILITY**

This Project is the County's sole responsibility and nothing herein requires the Department to have any responsibility for future maintenance of the Project. The County shall maintain with its own funds all facilities constructed.

#### **SECTION SIX: JURISDICTION**

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system. After the completion of the Agreement's purpose, ownership of the resulting project shall remain with the County.

#### **SECTION SEVEN: LEGAL COMPLIANCE**

The County shall comply with all applicable federal, state and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental and cultural resources requirements, right-of-way acquisition, workplace safety, employer-employee relations, and all other laws governing operation of the workplace, including laws and regulations hereafter enacted. The County shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

#### **SECTION EIGHT: THIRD PARTY BENEFICIARY CLAUSE**

No provision of this Agreement creates in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **SECTION NINE: NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortuous conduct of any employee of the Department or the County arising from the performance of this Agreement apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

#### **SECTION TEN: ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS**

There shall be strict accountability for all receipts and disbursements relating hereto. The County shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The County shall furnish the Department or State Auditor, upon demand, any and all such records relevant to this Agreement and allow them the right to audit all records, which support the performance of this Agreement. If an audit finding determines that specific funding use was inappropriate or not related to the project, the County shall reimburse that portion to the Department within thirty days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

## **SECTION ELEVEN: AUTHORIZATION OF EXPENDITURES**

The terms of this Agreement are contingent upon passage of sufficient appropriations by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final. If the County incurs costs prior to the full execution of the Agreement, they do so at their own risk.

## **SECTION TWELVE: REIMBURSEMENT FOR EXPENDITURES INCURRED**

The Department's Transit & Rail Division, Rail Bureau shall reimburse the County for One Hundred percent (100%) of the eligible expenses upon receipt of invoices for the Projects listed in Appendix B, with sufficient supporting documentation as determined and/or approved by the Department, certifying that costs have been incurred in compliance with this Agreement. Such invoices shall be submitted to the Department's Transit & Rail Division on a monthly basis. Invoices shall have a certification by the County authenticating that the invoices accurately reflect work completed, amount due, remaining Project balance and Project Control Number. All expenses must be actual rather than estimated and must be listed on the invoices as charged. Reimbursement requests must be submitted individually for each Project listed in Appendix B. Only those expenses that are properly documented and deemed eligible will be reimbursed under this Agreement. Incomplete submittals will be returned to the County for corrections. The Department's Transit & Rail Division will not reimburse the County for any costs incurred after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement. Final payment requests shall be submitted by the County to the Department's Transit & Rail Division within six months of completion of the Project.

## **SECTION THIRTEEN: TERMS OF THIS AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement.

## **SECTION FOURTEEN: TERMINATION**

1. This Agreement shall terminate on June 30, 2012. Neither party shall have obligation under this Agreement after said date except as stated in Section Five of this Agreement.

2. The Department may, at its option, terminate this Agreement if the County fails to comply with any provisions of this Agreement. By such termination neither party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

#### SECTION FIFTEEN: SEVERABILITY

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

#### SECTION SIXTEEN: AMENDMENT

This Agreement shall not be supplemented or amended except by an instrument in writing and executed by the parties hereto.

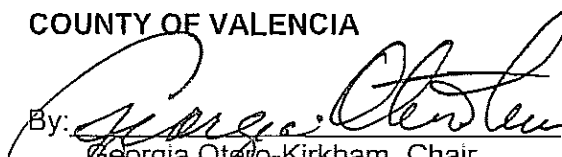
In witness whereof, the parties have set their hands and seal the day and year set forth below.


#### NEW MEXICO DEPARTMENT OF TRANSPORTATION

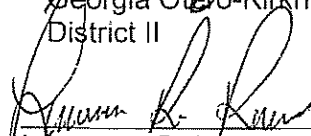
By:   
Secretary or Designee

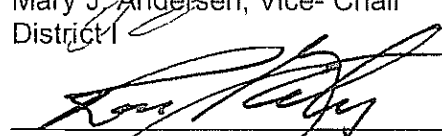
Date: June 1, 2011

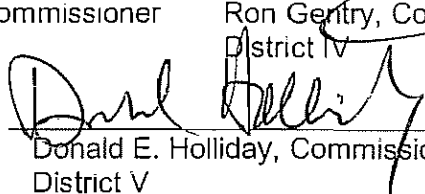
#### COUNTY OF VALENCIA

By:  Georgia Otero-Kirkham, Chair  
District II

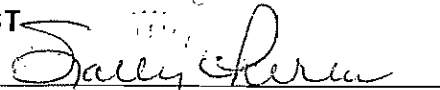
 Mary J. Andersen, Vice- Chair  
District I

 Lawrence R. Romero, Commissioner  
District III

 Ron Gentry, Commissioner  
District IV

 Donald E. Holliday, Commissioner  
District V

#### ATTEST

By:   
County Clerk

Date: June 1, 2011

APPENDIX A

CERTIFICATION OF CAPITAL COOPERATIVE AGREEMENT  
COMPLIANCE/COMPLETION

I, John R. Whatley, in my capacity as Engineering Coordinator of  
New Mexico Department of  
Transportation do hereby certify as follows:

1. That the County has complied with all the terms and conditions in the Agreement for  
Control Number RRC 66, Project Number THP-TPP-4228(1)

COUNTY OF VALENCIA

By: Georgiatherokulla  
Chairman of County Commission or designee

Date: June 1, 2011

Please notarize below

In witness whereof:

State of New Mexico  
County of Valencia

Signed and attested before me on June 1, 2011  
date

date

print name

Signature of notarial officer

Title

When Completed, please send Certification to:

John R. Whatley, Engineering Coordinator  
New Mexico Department of Transportation  
Transit & Rail  
P.O. Box 1149 SB-4 Upstairs  
Santa Fe, New Mexico 87504

APPENDIX B

2008 CAPITAL COOPERATIVE AGREEMENT  
COUNTY OF VALENCIA

01. 2011 Federal Highway Administration funds

Control Number <u>RRC 66</u> , Project Number <u>THP-TPP-4228(1)</u> Traffic Speed Engineering Study for safety thru "S" curve at RR tracks and NM 304 & NM 47 to determine the maximum safe speed thru and accross RR tracks.	\$10,000.00
<b>TOTAL</b>	<b><u>\$10,000.00</u></b>



**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION NO. 2011- 33**

**OPEN MEETINGS ACT**

**WHEREAS**, the Valencia County Board of Commissioners met upon notice of meeting duly published at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87031 on June 1, 2011, at 5:00 p.m. as required by law; and,

**WHEREAS**, Section 10-15-1 (B) of the Open Meetings Act (NMSA 1978, Section 10-15-1 to - 4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission or their policy-making body of any state or local public agency held for the purpose of formulating public policy, or for the purpose of taking any action within the authority of such body, are declared to be public meetings open to the public at all times; and,

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

**WHEREAS**, Section 10-15-1 (D) of the Open Meetings Act requires the Valencia County Commission to determine at least annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE, BE IT RESOLVED**, by the Valencia County Commission that:

1. All meetings shall be held at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico 87031 or as indicated on the meeting notice.
2. Regular business meetings shall begin at 9:30 a.m. and regular public hearing meetings shall begin at 5:00 p.m., or as indicated in the meeting notice. Regular business meetings will be held the first and third Wednesday of each month and regular public hearing meetings will be held on the second Wednesday of each month, if needed, unless otherwise specified. The agenda will be available at least forty-eight hours prior to a regular business meeting or a regular public hearing meeting from the County Manager, whose office is located at 444 Luna Avenue, Los Lunas, New Mexico 87031. Notice of any other regular meetings will be given at least three days in advance of the meeting date. The notice shall include a copy of the agenda or information on how a copy of the agenda may be obtained.

( EXHIBIT I )

3. Special meetings may be called by a majority of the members upon three days notice. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least forty-eight hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of the citizens or to protect the public body from substantial financial loss. The Valencia County Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four hours notice, unless protecting Valencia County from substantial financial loss or a threat to the health, safety and property of the citizens of Valencia County requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. For the purposes of regular meetings and special meetings described in paragraphs 2 and 3 of this resolution, notice requirements are met if the notice of the date, time, place and agenda is published online at the County's website [www.co.valencia.nm](http://www.co.valencia.nm) and is posted at the Valencia County Administration Office, 444 Luna Avenue, Los Lunas, New Mexico 87031, the Valencia County District Courthouse, 1835 Hwy 414 SW, Los Lunas, NM 87031 and the Belen Post Office, 400 N. Main, Belen, NM 87002. Copies of the written notice shall also be mailed, faxed or emailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of emergency meetings described in paragraph 4 of this resolution, notice requirements are met if notice of the date, time, place and agenda is provided by telephone, facsimile or email to newspapers of general circulation in the County and posted at the Valencia County Administration Office, 444 Luna Avenue, Los Lunas, New Mexico 87031. Notice shall also be given by telephone, facsimile or email to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language:

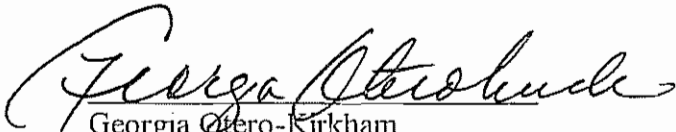
*"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Valencia County Manager, at 444 Luna Avenue, Los Lunas, New Mexico 87031, phone (505) 866-2014 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible*

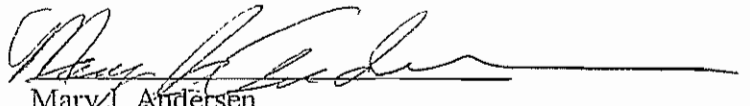
*formats. Please contact the Valencia County Manager if a summary or other type of accessible format is needed."*

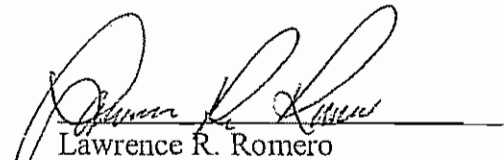
8. The Valencia County Commission may close a meeting to the public only if the subject matter of such discussion or action is exempted from the Open Meeting requirement under Section 10-15-1 (H) (1 through 10) of the Open Meetings Act.
  - A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the County Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
  - B. If a closed meeting is conducted when the Valencia County Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members of the general public.
  - C. Following completing of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
  - D. Except as proved in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a close meeting shall be made by vote of the Valencia County Commission in an open public meeting.
9. A member of the Board of County Commissioners or any of its Boards may participate in a meeting by means of a conference telephone or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

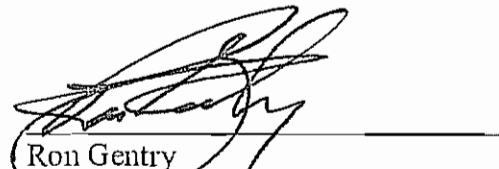
APPROVED, ADOPTED, AND PASSED on this 1st day of June 2011.


BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero-Kirkham  
Chair, District II

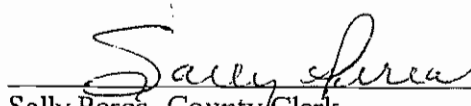
  
Mary J. Andersen  
Vice-Chair, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

  
Donald E. Holliday  
Commissioner, District V

Attest:

  
Sally Perea, County Clerk

**AMENDMENT NUMBER ONE (1)  
AGREEMENT**

This is the first Amendment to Agreement No. 11-690-13020 between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and **Valencia County**, hereinafter referred to as the "Contractor."

**PURPOSE OF AMENDMENT**

1. **Extend the term** of contract through September 30, 2011.
2. **Increase compensation** for FY12 by \$7,500.00 for a new contract total of \$37,500.00.
3. **Revise Attachment 2-Budget** reflect increase in budget.

**CHANGES TO AGREEMENT**

Effective upon approval by both parties, the Agreement is amended as follows:

**I. Period of Agreement**

This Agreement shall become effective when signed by both parties and shall terminate on **September 30, 2011**, unless terminated pursuant to Article VI, infra.

**III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed thirty seven thousand five hundred dollars (**\$37,500.00**). The annual budget is attached hereto as "**Revised Attachment 2 - Budget**" and incorporated herein by reference.

( EXHIBIT J )

**IN WITNESS WHEREOF**, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

\_\_\_\_\_

Authorized Signatory

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

\_\_\_\_\_

Printed Title of Authorized Signatory

\_\_\_\_\_

Legal Counsel, Contractor

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

**Agency**

\_\_\_\_\_

Secretary or Designee, Agency

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

**Approved as to legal form and sufficiency**

\_\_\_\_\_

Office of General Counsel, Agency

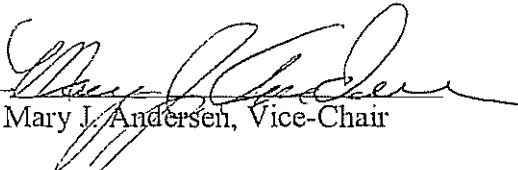
Date: \_\_\_\_\_

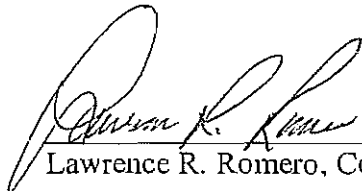
Reference to Document: Amendment Number One (1) Agreement

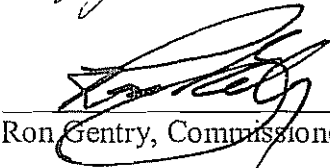
APPROVED AND PASSED 1<sup>st</sup> of June 2011, BY BOARD OF COUNTY  
COMMISSIONERS OF VALENCIA COUNTY

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

  
Georgia Otero-Kirkham, Chairperson

  
Mary J. Andersen, Vice-Chair

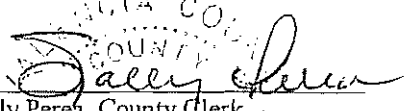
  
Lawrence R. Romero, Commissioner

  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

[SEAL]

ATTEST:

By:   
Sally Perea, County Clerk

**Attachment 2 – Budget**  
**Valencia County**

<b><u>Description</u></b>	<b><u>Amount</u></b>
<b><u>Professional Services:</u></b>	
Contracting Agency for Assessment Study:	
Design, development and implement Valencia County assessment tool	\$ 0.00
Continuum Coordinator supervising community assessment and program development.	\$ 25,000.00
Increase amended amount for Fiscal Year 2012	\$ 7,500.00
<b><u>*Travel:</u></b>	
Mileage and per Diem	\$ 3,000.00
<b><u>Miscellaneous expenses:</u></b>	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
Training	\$ 0.00
<b>TOTAL Budget</b>	<b>\$ 37,500.00</b>

The total amount of this contract shall not exceed \$37,500.00, including gross receipt taxes.

Valencia County agrees that expenditures will not deviate from the project budget without prior written approval from the designated Agency’s program manager. Funds may be moved between individual line items in the budget with written pre-approval by the Agency’s Program Manager. Initiate a pre-approval by submitting a Budget Adjustment Request to the Agency’s Program Manager.

\* Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**Federal Funding Source:**  
Grant Name: JABG Federal Grant  
Grant Number: 2008-JB-FX-0008  
CFDA Number: 16.523  
Award Year: 2008



# MEMORANDUM OF AGREEMENT

## Between New Mexico Department of Health And Valencia County

This Agreement entered into between New Mexico Department of Health (DOH) and Valencia County, the entity providing services (Entity).

### Article I. Purpose

The purpose of this Agreement is to provide continued guidance and financial resources to Valencia County, one of four counties within the Metropolitan Statistical Area (MSA) for the Cities Readiness Initiative (CRI). The MSA includes the City of Albuquerque; the counties of Bernalillo, Sandoval, Torrance and Valencia; and the eight (8) Pueblos of Cochiti, Isleta, Jemez, Santo Domingo, Sandia, San Felipe, Santa Ana and Zia.

The CRI is a federally funded effort to prepare major U.S. cities and metropolitan areas to effectively respond to a large scale bioterrorist event by dispensing antibiotics to their entire identified population within 48 hours of the decision to do so. Funding for the CRI is provided through the Center for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Cooperative Agreement and managed through the Bureau of Health Emergency Management (BHEM) within DOH. The funding is provided to enhance the mass dispensing and distributing capabilities of the CRI/MSA jurisdictions.

The CRI aids state and local officials in developing plans for mass distribution of countermeasures after a biological or terrorist event. The CRI enhances communication and collaboration across state and local boundaries, resulting in optimal use of shared resources; assists local and state planners in identifying capabilities, strengths and shortcomings through preparedness planning and technical assistance reviews; and increased availability of federal resources to local areas.

The GOAL of the CRI is to improve readiness among the target MSA's by accomplishing the tasks and producing the deliverables/reports as identified in the Scope of Work. The tasks are as identified in the CDC Public Health Emergency Preparedness Program Cooperative Agreement Guidance and Requirements. **Budget Period 10X goes from August 10, 2010 through August 9, 2011.** This Agreement will become effective once all signatures are obtained and will terminate on August 9, 2011.

### Article II. Scope of Work

A. The Entity shall perform the following work:

( EXHIBIT K )

Entity's initials \_\_\_\_\_

<b>TASK #</b>	<b>TASK</b>	<b>DELIVERABLES/REPORTS/ PERFORMANCE MEASURES</b>	<b>DUE DATE</b>
<b>1</b>	<p>In consultation with BHEM, attend regular meetings with the CRI/MSA jurisdiction representatives:</p> <p>A. Participate in the process that will be utilized by the CRI/MSA during BP10X to achieve the benchmark standards set by the CDC Division of Strategic National Stockpile (DSNS). Identify barriers and how to overcome them. Review the BP10 [August 10, 2009 through August 9, 2010] Functional exercise After-Action-Reports and Improvement Plans (AAR/IP) and Final Report and Workplan for August 10, 2010 Technical Assistance Review (TAR).</p> <p>B. Participate with the NM SNS Coordinator, BHEM and other CRI/MSA jurisdiction representatives to develop a training and exercise schedule and participate in a minimum of three (3) DSNS Drills and one (1) Functional Exercise testing key components of mass distribution and prophylaxis plan. All drills and exercises and AAR/IP must be developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. The drill options are: Staff Call Down; Facility Set Up; Decision Making; Distribution; Site Activation; Pick List Generation; Resource Allocation; and Distribution Throughput.</p> <p>C. Notify and invite BHEM CRI Project Manager, SNS Coordinator, Training and Exercise Coordinator and the Functional Exercise Contractor to all related meetings.</p>	<p>A. Provide documentation of in the form of:</p> <ol style="list-style-type: none"> <li>1. Meeting Minutes, and Sign-in Sheets for attendees, and</li> <li>2. Completed Job Task Worksheets related to the Final Report and Workplan for the August 10, 2010 Local TAR as such relates to Valencia County, and</li> <li>3. A written report indicating barriers and how to overcome them.</li> </ol> <p>B. Schedule and participate in three (3) DSNS Drills and one (1) Functional Exercise approved by BHEM in compliance with HSEEP Standards and submit required documentation of results to BHEM for approval.</p> <p>C. Copies of notices/invitations to all meetings.</p>	<p><b>Through 08/09/2011 (specific due dates below).</b></p> <p><b>Ongoing through 06/30/2011.</b></p> <p><b>06/30/2011</b></p> <p><b>06/30/2011</b></p>

2	Work in conjunction with the CRI/MSA jurisdictions, the NM SNS Coordinator, the BHEM CRI Program Manager and staff to develop a Draft Regional CRI/MSA Response Plan.	<b>CRI/MSA Draft Regional Response Plan</b> that includes the jurisdictions of Bernalillo, Sandoval, Torrance and Valencia Counties; Cochiti, Isleta, Jemez, Santo Domingo, Sandia, San Felipe, Santa Ana and Zia Pueblos; and the City of Albuquerque.	<b>06/30/2011</b>
3	Participate actively with the CRI/MSA jurisdictions and BHEM and the Exercise Contractor in the development and execution of the Functional Exercise. At a minimum, participate in:  A. Initial Planning Conference (IPC)  B. Mid-Term Planning Conference (MPC) and Master Scenario Events List (MSEL).  C. Final Planning Conference (FPC)  D. Functional Exercise to be scheduled in May or June, 2011.  E. Hot-wash and HSEEP compliant AAR/IP.	Attendance as demonstrated by providing copies of Meeting Minutes, Sign-in Sheets for attendees, and Valencia County specific information for the development of the CRI/MSA Functional Exercise. Provide documents for each of the following:  A. IPC  B. MPC and MSEL  C. FPC  D. Functional Exercise  E. Hot-wash and AAR/IP	<b>As scheduled.</b>  <b>As scheduled.</b>  <b>Minimum of one week prior to Exercise.</b>  <b>Not later than 06/30/2011.</b>  <b>Not later than 07/30/2011.</b>
4	Prepare for and participate fully in the 2011 CDC DSNS Local TAR as scheduled.	Provide DSNS required documentation prior the scheduled date of the 2011 Local TAR.          Presentation at the Local TAR.	<b>Prior to scheduled date of Local TAR.</b>          <b>Scheduled date of Local TAR.</b>

- B. Services will be performed at the following locations:
1. Belen FD-EMS- Valencia County-Belen Emergency Management  
100 South Main Street  
Belen, NM 87002
  2. City of Albuquerque Office of Emergency Management  
11510 Sunset Gardens SW  
Albuquerque, NM 87121

C. Performance Measures.

Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the DOH to meet the portions of its 2011 Strategic Plan that relate to the mission of DOH to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, a specific measure identified is:

**Community Health Objective 5:** Ensure preparedness for health emergencies, including pandemic influenza. (*DOH Strategic Plan 2011 – Epidemiology and Response Division*).

- a. Assure adequate coordination and communication with Homeland Security, local emergency managers and Public Health Regions around emergency preparedness and response.

**Article III. Administering Agency**

The administering agency is the DOH.

**Article IV. Compensation**

A. **The total amount payable to the Entity under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$9,600. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of **Nine Thousand Six Hundred Dollars (\$9,600)** based upon deliverables as set forth in **Article II. Scope of Work**, Paragraph A above, such compensation not to exceed **\$9,600** as set forth in Paragraph A and in the Budget Table in Paragraph C below, excluding gross receipts tax. Payment is subject to availability of funds appropriated, authorized or allocated to the DOH by the Legislature of the State of New Mexico and/or by the federal government and to any negotiations between the parties from year to year pursuant to Article II, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered during State FY11 (through June 30, 2011) and within thirty (30) days of August 9, 2011, the end of the federal grant period, for services delivered during State FY12 (July 1, 2011 through August 9, 2011). Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly for any services rendered under the Scope of Work and deliverables. The Entity shall submit to the

DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month.

C. The Project Budget is as follows:

TASK #	DELIVERABLES	BUDGET AMOUNT	FUNDING SOURCE - Reporting Category or Project ID (DOH USE ONLY)
1.A. through C.	A. Job Task Worksheets specific to Valencia County and related to the Final Report and Workplan from the August 10, 2010 Local TAR.  B. Participation in three (3) DSNS Drills.  C. Copies of notices/invitations to all meetings.	\$1,000	DOH BT 1013X
2	Valencia County's portion of the <b>CRI/MSA Draft Regional Response Plan</b> .	\$6,000	DOH BT 1013X
3	Participation in all planning aspects and the execution of the Functional Exercise, including Hot-wash and AAR/IP.	\$1,600	DOH BT 1013X
4	Participation in the Local TAR as scheduled.	\$1,000	DOH BT 1013X
	TOTAL	\$ 9,600	

D. Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Article V. Appropriations

A. The terms of this Agreement are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of Agreement funds available for expenditure by the DOH, this Agreement may be terminated or amended to a lower amount of funds upon written notice given by the DOH to the Entity. If the DOH proposes an Agreement amendment to unilaterally reduce Agreement funding, the Entity shall have the option to terminate the Agreement upon thirty (30) days written notice to the DOH.

B. The decision of the DOH as to the amount of Agreement funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the Entity.

#### **Article VI. Property**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

#### **Article VII. Client Records and Confidentiality**

A. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

B. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to any individual's Protected Health Information (PHI) received and maintained by DOH and is not a Covered Entity as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DOH shall constitute grounds for termination of this Agreement in accordance with **Article X. Termination of Agreement.**

#### **Article VIII. Funds Accountability**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and costs of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

**Article IX. Liability**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, New Mexico Statutes Annotated (NMSA) (1978), as amended.

**Article X. Termination of Agreement**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the sole liability of DOH upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

**Article XI. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with § 38-3-1.G., NMSA (1978). By execution of this Agreement, Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

**Article XII. Period of Agreement**

This Agreement shall be effective **February 28, 2011** or upon approval of both parties, whichever is later and shall terminate on **August 9, 2011** or as stated in **Article X. Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

New Mexico Department of Health

Valencia County

MOA#

By: \_\_\_\_\_  
DOH Cabinet Secretary or Designee

By: \_\_\_\_\_  
Eric Zamora  
County Manager

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

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

By: \_\_\_\_\_  
Assistant General Counsel  
Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Valencia County Legal Counsel

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

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

By: \_\_\_\_\_  
Zacarias Romero, Fire Chief and  
Emergency Manager

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

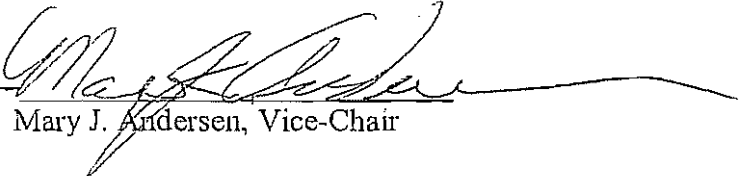


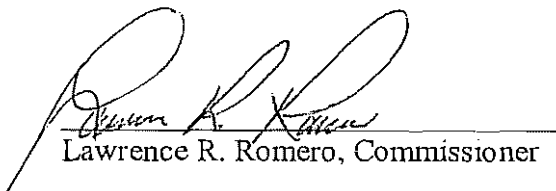
**Reference to Document: Memorandum of Agreement between  
NM Department of Health**

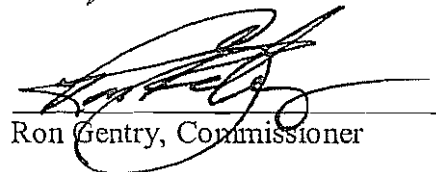
**APPROVED AND PASSED 1<sup>st</sup> of June 2011, BY BOARD OF COUNTY  
COMMISSIONERS OF VALENCIA COUNTY**

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

  
Georgia Otero-Kirkham, Chairperson

  
Mary J. Andersen, Vice-Chair

  
Lawrence R. Romero, Commissioner

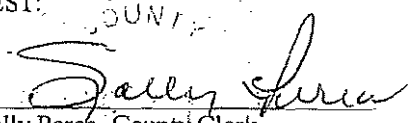
  
Ron Gentry, Commissioner

  
Donald E. Holliday, Commissioner

[SEAL]

ATTEST:

By:

  
Sally Perea, County Clerk

Sally Perea  
County Clerk

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
05/20/2011 covering payroll process on the above date.

Direct Deposit Check 20243 thru direct deposit check# 20429 inclusive.

Deduction Check# 108432 thru deduction check# 108463 inclusive.

Payroll Check # 90146 thru payroll check # 90220 inclusive.

Listing total \$ 354,640.10

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 1st day of June, 2011

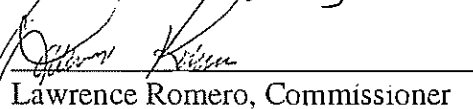
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
Georgia Otero-Kirkham, Chair

  
Mary J. Andersen, Vice Chair

  
Donald E. Holliday, Commissioner

  
Ron Gentry, Commissioner

  
Lawrence Romero, Commissioner

ATTEST.

  
Sally Perea, County Clerk

( EXHIBIT L )

*Sally Perea*

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

The attached computer printout lists all the checks issued by the Manager's Office on May 16, 2011 covering vendor bills processed on the above date. Check # 108363 to #108427 inclusive, for the total of \$ 235,446.70.

All have been reviewed for:

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

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

Recommended:

*Kenneth Lopez for Wilma*  
Wilma Abril, Director of Finance

Done this 1st day of June, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Georgia Otero-Kirkham*  
Georgia Otero-Kirkham, Chair

*Mary J. Andersen*  
Mary J. Andersen, Vice-Chair

*Lawrence R. Romero*  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Donald E. Holliday*  
Donald E. Holliday, Commissioner

ATTEST.

*Sally Perea*  
Sally Perea, County Clerk

( EXHIBIT M )

*Sally Perea*

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

The attached computer printout lists all the checks issued by the Manager's Office on May 25, 2011 covering vendor bills processed on the above date. Check # 108464 to #108569 inclusive, for the total of \$ 229,674.10.

All have been reviewed for:

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

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

Recommended:

*Kenneth Mize for Wilma*  
Wilma Abril, Director of Finance

Done this 1st day of June, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

*Georgia Otero-Kirkham*  
Georgia Otero-Kirkham, Chair

*Mary J. Andersen*  
Mary J. Andersen, Vice-Chair

*Lawrence R. Romero*  
Lawrence R. Romero, Commissioner

*Ron Gentry*  
Ron Gentry, Commissioner

*Donald E. Holliday*  
Donald E. Holliday, Commissioner

ATTEST:

*Sally Perea*  
Sally Perea, County Clerk

( EXHIBIT N)