

June 15, 2011
Agenda
9:30 a.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: June 1, 2011-Business Meeting
June 6, 2011-Public Hearing

PRESENTATION(S)

- 5) Recognition of *Valedictorians for 2011: County Commission*
 - * Belen High School-Nicholas Becker & Yoselin Ordonez
 - * Los Lunas High School-Mateja Rye
 - * Valencia High School-Emma Hart
- 6) Recognition of Appreciation for Volunteer Effort at Animal Control Facility: **Ruben Chavez**

DISCUSSION (Non-Action) ITEM(S)

- 7) Valencia County Extension Annual Report 2010-2011: **Kyle Tator**
- 8) Valencia County Summer Clean-Up Program Meadow Lake: **Donald Holliday**
- 9) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

- 10) Consideration of *Resolution 2011-___*, Adjusting Precinct Boundaries and Creating New Precincts in Valencia County, New Mexico: **Peggy Carabajal**

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

- 11) Consideration of Indigent Report/Appeals.....**Kenny Griego/Barbara Baker**

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Accept Findings of Fact and Conclusion of Law: Eric Zamora/Jacobo Martinez

- 12) Consideration of Quasi-Judicial District change to amend the Zoning Map from RR-2 to C-2 on the subject Property defined as: T6N, R2E, section 1; NMPM; Map 78, Tract 53-A-2-A, filed in Book 307, Page 2017 of the Office of Valencia County Clerk; AKA 04 El Cerro Mission Road, Los Lunas, NM(*Frank Gallegos*)
- 13) Consideration of Contract with CC Construction for Del Rio Senior Center Interior Remodel and Renovation: **Kenny Griego**
- 14) Consideration of *Ordinance 2011-___*, Valencia County 2009 Building Codes: **Ruben Chavez**
- 15) Consideration of *Resolution 2011-___*, Open Meetings Act: **Kenny Griego**
- 16) Consideration of Litter Control and Beautification Grant Agreement: **Christina Card**
- 17) Consideration of Budget Analyst Services Contract: **Eric Zamora**

FINANICAL MATTERS:

18) 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; Employment Agreements: *County Manager, Business Manager & Code Enforcement Director*
b. pending or threatened litigation; 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.

ACTION ITEM(S) ON EXECUTIVE SESSION DISCUSSIONS:

- a) Consideration of County Manager Agreement
- b) Consideration of Business Manager Agreement
- c) Consideration of Code Enforcement Director Agreement

NEXT COMMISSION MEETING:

- ♦ **July 6, 2011- Business Meeting @ 9:30 A.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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!

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VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

JUNE 15, 2011

PRESENT	
Georgia Otero-Kirkham, 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 9:30 AM.

2) Madam Chair led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Andersen moved for approval of the agenda. Seconded by Commissioner Holliday. Motion carried unanimously.

4) Approval of Minutes: June 1, 2011- Business Meeting

June 8, 2011- Public Hearing Meeting

Commissioner Holliday moved for approval of the minutes of June 1, 2011 Business Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

Commissioner Holliday moved for approval of the minutes of June 8, 2011 Public Hearing Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

PRESENTATION(S)

5) Recognition of Valedictorians for 2011 – County Commission.

*Belen High School - Nicholas Becker & Yoselin Ordonez

*Los Lunas High School - Mateja Rye

*Valencia High School - Emma Hart

Nicholas Becker, Yoselin Ordonez and Mateja Rye were not present. Mr. Hart accepted the plaque on behalf of his daughter Emma Hart.

6) Recognition of Appreciation for Volunteer Effort at animal Control Facility – Ruben Chavez.

Recognition was given to Casey Hoyt for her outstanding participation and volunteering in many organizational events. She collected donations for the animal shelter and hopes to make it an annual event and inspire young people to get involved in their communities. Madam Chair presented an appreciation award to Casey from the Valencia County Commission. Ms. Hoyt in turn presented awards to James White in appreciation for his assistance in planning and coordinating the animal supply drive on May 14th and to Ruben Chavez in appreciation for supporting the animal supply drive campaign and the May 14th event.

DISCUSSION (Non-Action) ITEM(S)

7) Valencia County Extension Annual Report 2010-2011 – Kyle Tator

Valencia County Extension Agricultural Agent Kyle Tator presented an annual report to the commission which included an overview of the county extension programs and the highlights of the last year. Staff members present were Administrative Assistant Brenda Vela, I Can Program Assistant Dorothy Mutchie, Home Economists Ann Marie Wilson and Laura Bittner, 4-H Youth and Development Agent Vera Gibson.

8) Valencia County Summer Clean-up Program Meadow Lake – Donald Holliday.

Commissioner Donald Holliday stated this had been a joint effort and gave recognition to Code Enforcement staff Johnny Mirabal, Sonny Vega and Ruben Chavez who helped and supported this program. Commissioner also mentioned that from 9:00 A.M to 3:00 P.M. the next day at Meadow Lake Fire Station, he would be meeting with PNM and Mattie Martinez to help the citizens that might need help in paying their utility bills. Angel

Martinez and Christina Card will be out there with dumpsters for free trash disposal. This is open to all the citizens of Valencia County, not just to Meadow Lake residents. PNM requires proof of citizenship; Social Security numbers and must be a PNM customer.

9) Reports from Manager, Commissions, Boards & Committees

Valencia County Fire Chief Charles Eaton gave a brief summary as to where the county stands with the fireworks issue. Chief Eaton said this is the county's third consecutive year in which the county has had no permits issued in the unincorporated areas in Valencia County which is in light of the drought and the fire situation statewide. The City of Belen has issued three permits which are all in store. The Village of Los Lunas has issued eight permits, six of them being in store and two of them will be tents. The Town of Peralta has issued eight permits and they're all tents. The Village of Bosque Farms and Valencia County have no permits issued. The county has been called on several occasions as to what resources Valencia County would have available to Catron County and Raton fires if needed. The main concern in the county is aerial devices, state statute and the county ordinance allows restriction of aerial devices. The problem area has been in the Town of Peralta where aerial devices have been permitted to be sold there, residents go into Peralta, buy them, then go out into the county and discharge them which are obviously illegal. Fire Chief Eaton has been told by the Town of Peralta that they've taken action or intend to take action to restrict the sale of aerial devices. There was a concern as to why the state doesn't ban fireworks outright; it would have to be a legislative action. The governor has stated that she would be supportive of anything that would be brought forth at the upcoming Legislative Session.

The county held its first employee awards barbeque luncheon on Friday. The response the manager received was overwhelming and he thanked Commissioner Andersen for initiating the event. Service awards were presented to the employee's. The longest service employee was Debbie Ridley with thirty five years of service. This is something the county will continue to do on an annual basis.

County Manager Eric Zamora also gave an update on the county landfill which is about 95% complete with the improvements as required by the New Mexico Environment Department. They're trying to do as much in-house to keep costs down.

Mr. Zamora will be meeting at 2:00 P.M. with county legal, Warden Chavez and CES to discuss the status of the County's Adult Detention Center expansion to develop a strategy to keep this project moving forward.

ACTION ITEM(S)

10) Consideration of Resolution 2011 , Adjusting Precinct Boundaries and Creating New Precincts in Valencia County, New Mexico – Peggy Carabajal.

Commissioner Andersen motioned to table this resolution until the next meeting so the commission can be provided with the before and after maps of the districts that have been changed. Seconded by Madam Chair. Motion carried unanimously.

BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD

Commissioner Andersen moved to convene as the Indigent Claims Board. Seconded by Commissioner Romero. Motion carried unanimously.

11) Consideration of Indigent Report / Appeals – Kenny Griego / Barbara Baker.

Ms. Barbara Baker presented the Indigent Claims from ay 6, 2011 to June 3, 2011 and requested approval of \$31,410.10. (SEE EXHIBIT A)

Ms. Baker presented the Indigent Claims Appeal for Dolores Gallegos in the amount of \$1,154.96 and recommends approval of \$889.32 to be paid to Presbyterian Hospital.

Commissioner Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT B)

BOARD RE-CONVENES AS BOARD OF COUNTY COMMISSIONERS

Commissioner Holliday moved to re-convene as the Board of County Commissioners. Seconded by Commissioner Gentry. Motion carried unanimously.

12) Consideration of Quasi-Judicial District Change to Amend the Zoning Map from RR-2 to C-2 on the Subject Property Defined as: T6N, R2E, Section 1 NMPM, Map 78, Tract 53-A-2-A, Filed in Book 307, Page 2017 of the Office of Valencia County Clerk, AKA 04 El Cerro Mission Road, Los Lunas, NM – Frank Gallegos

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Commissioner Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT C)

13) Consideration of Contract with CC Construction for Del Rio Senior Center Interior Remodel and Renovation – Kenny Griego.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT D)

14) Consideration of Ordinance 2011-01, Valencia County 2009 Building Codes – Ruben Chavez.

Code Enforcement Director Ruben Chavez said this is a statewide effort to create some consistency, CID (Construction Industries Department) updates their building codes and every two years every entity in the state adopts these revisions. They did publish the adoption of the new ordinance and the new updates which are now 2009 versions. That was published at the last public meeting and received no comments, however there was a question raised by Commissioner Gentry requiring the green codes and the Construction Industries Board on Friday did repeal the greens code. There is some confusion whether that's going to fall under the energy conservation section or the environmental section. The information Mr. Chavez has received so far is that the Greens is a stand alone section in itself. What other entities are doing that have already adopted this ordinance with the updates is that they will wait for direct direction from the CID Board, which they have not received as of yet. When Mr. Chavez receives that update he will come back for a revision which seems to be the avenue everyone is taking.

Commissioner Gentry asked are you saying the Construction Industry Board repealed that portion of the 2009 which covered the green section and if so should a motion be made if the commission is going to approve this, to approve it with the Construction Industries revisions? Yes and that certainly could be done and we wouldn't have to have another meeting was Mr. Chavez's response.

Commissioner Gentry moved to approve the 2009 Ordinance with the consideration that the Construction Industries just proposed on the Green Section. Seconded by Commissioner Holliday. Motion carried unanimously.

County Clerk Sally Perea announced Ordinance 2011-01. (SEE EXHIBIT E)

15) Consideration of Resolution 2011- 34, Open Meetings Act – Kenny Griego

County Business Manager Kenny Griego said the Open Meetings Act requires the commission to determine what constitutes reasonable notice of its public meeting. This revision will define the publication of the regular and special meetings. The reason that this resolution is necessary is because the county has been informed that the US Post Office will not permit posting as is required by the last resolution.

Commissioner Romero said his concern is the perception that's being emitted to the public in that the commission is not open because the agenda is not being published in the paper. He's not happy with that perception as the commission has really made an effort to be very open. Commissioner Romero motioned to go back to the previous Open Meetings Act resolution.

Commissioner Andersen said the basic reason for the change was to preclude a repetition of the event that caused the commission to have to cancel a meeting and reschedule, reprint and do all the things that just make more trouble for everyone. What we have now and if the commission approves the motion before them, is a way to meet the Open Meetings Act. She would like to see the commission pass what they have and pass, in addition, specific instructions to the County Manager Eric Zamora to adhere to the process the commission has had since the beginning of year in continuing the process of advertising meetings and public agenda as was done before all of this started and this would be Commissioner Andersen's motion.

Commissioner Romero asked for the county attorneys' opinion on this.

County Attorney Adren Nance said the commissioner would certainly be following the letter of the law. The motion is to approve the Open Meetings Act Resolution as presented with an additional instruction to the County Manager that he'll make every attempt to always publish the agenda in the paper although it not a part of the resolution.

Madam Chair said in addition it will also be published on the website.

Seconded by Commissioner Romero. Motion carried unanimously.

County Clerk Sally Perea announced Resolution 2011-34 (SEE EXHIBIT F)

16) Consideration of Litter Control and Beautification Grant Agreement – Christina Card.

Commissioner Gentry moved for approval. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT G)

17) Consideration of Budget Analyst Services Contract – Eric Zamora / Kenny Griego

Commissioner Holliday moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT H)

FINANCIAL MATTERS:

18) Consideration of Approval of Payroll / Warrants – Kenny Griego/ Wilma Abril.

Commissioner Gentry moved for approval of Payroll / Warrants. Seconded by Commissioner Holliday. Motion carried unanimously. (SEE EXHIBIT I, J, K)

PUBLIC COMMENTS:

Those members of the audience making comments were Valencia County residents David Blancher, Bob Gostischa, Jim Crawford, Mike Wood, Sue Moran, Joanie Artiaga, Mary Wood and Ginger Shoemaker.

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.) limited personnel matters; Employment agreements- County Manager, Business Manager & Code Enforcement Director b) pending or threatened litigation and c.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Andersen motioned to go into Executive Session. Seconded by Commissioner Gentry. Roll call. 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 Romero moved to go back into Regular Session. Seconded by Commissioner Holliday. Motion carried unanimously.

Madam Chair stated the matters that were discussed in Executive Session were limited to those specified in the motion for closure which was the employment agreement for the county manager, business manager and code enforcement director and no final action was taken pursuant to the authority in §10-15-1 NMSA 1978.

Commissioner Andersen moved to approve the summary as stated by Madam Chair. Seconded by Commissioner Gentry. Roll call. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.

ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:

a) Consideration of County Manager Agreement

Commissioner Gentry moved for approval of the county manager's agreement with a caveat that the commission will have an executive review with the different contract employees on a quarterly basis. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT L)

b) Consideration of Business Manager Agreement

Commissioner Holliday moved for approval with the caveat of a quarterly review. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT M)

c) Consideration of Code Enforcement Director Agreement

Commissioner Gentry moved for approval with the caveat of a quarterly review. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBIT N)

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on July 6, 2011 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse.

News Bulletin reporter Julia Dendinger needed confirmation that in approving the Open Meeting Act Resolution that the commission understand they did obligate themselves to publication of the date, time, place of the meeting and information how the public may obtain the agenda in a newspaper general circulation in Valencia County. Ms. Dendinger

Minutes of June 15, 2011 Regular Business Meeting

would like it clarified that the Databank and Noticias is the News Bulletins's best effort and is not guaranteed for anyone.

County Attorney Adren Nance said that's exactly what the commission did and the discussion was that the commission is not obligated to place the agenda in the paper but will make every effort to do so.

ADJOURNMENT:

Commissioner Gentry moved for adjournment. Seconded by Commissioner Holliday. Motion carried unanimously. **TIME: 12:53 P.M.**

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the June 15, 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-CHAIRMAN


 LAWRENCE R. ROMERO, MEMBER


 RON GENTRY, MEMBER


 DONALDE E. HOLLIDAY, MEMBER

ATTEST:


 SALLY PEREA, COUNTY CLERK

7-6-11

DATE

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair

Ron Gentry Donald E. Holliday Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	49380	10232	1,355.24	955.24	400.00
UNM Health Sciences Center	199107764	10232	10,765.28	7,765.28	3,000.00
UNM Health Sciences Center	201050960	10233	2,001.00	460.23	1,540.77
Living Cross Ambulance	51987	10234	1,410.16	1,010.16	400.00
UNM Health Sciences Center	201047867	10234	12,998.60	9,998.60	3,000.00
Living Cross Ambulance	49384	10235	862.14	862.14	0.00
Heart Hospital	A1106700009	10235	6,166.48	6,166.48	0.00
UNM Health Sciences Center	197942337	10236	754.00	173.42	580.58
Lovelace Medical Center	Q1107500365	10236	16,721.00	14,301.58	2,419.42
UNM Health Sciences Center	198150997	10237	103.10	103.10	0.00
UNM Health Sciences Center	199033499	10238	2,662.15	2,662.15	0.00
UNM Health Sciences Center	197296858	10239	7,072.55	7,072.55	0.00
Living Cross Ambulance	47555	10240	961.92	961.92	0.00
Lovelace Medical Center	P1107400544	10241	10,358.00	7,358.00	3,000.00
Living Cross Ambulance	48945	10242	838.35	438.35	400.00
UNM Health Sciences Center	199412313	10242	273.10	62.81	210.29
Living Cross Ambulance	51602	10243	1,058.03	1,058.03	0.00
UNM Health Sciences Center	199409392	10244	732.75	168.53	564.22
TOTALS			77,093.85	61,578.57	15,515.28

(EXHIBIT A)

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VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	001244321-1041	10245	1,167.37	268.49	898.88
Living Cross Ambulance	50162	10246	1,217.94	817.94	400.00
Presbyterian Hospital	020286870-1065	10246	7,552.10	6,552.10	1,000.00
Presbyterian Hospital	020286870-1074	10246	16,256.74	14,256.74	2,000.00
Living Cross Ambulance	50735	10247	1,437.62	1,437.62	0.00
UNM Health Sciences Center	199414319	10248	8,824.20	8,824.20	0.00
Living Cross Ambulance	51778	10249	1,259.13	1,259.13	0.00
Living Cross Ambulance	52919	10250	103.38	7.38	96.00
Presbyterian Hospital	001399438-1100	10251	3,372.00	2,872.00	500.00
Presbyterian Hospital	001399138-1104	10251	33,573.76	31,073.76	2,500.00
Living Cross Ambulance	48739	10252	103.38	103.38	0.00
UNM Health Sciences Center	200151520	10253	781.85	781.85	0.00
Living Cross Ambulance	52568	10254	1,231.67	831.67	400.00
Living Cross Ambulance	53074	10255	1,181.60	781.60	400.00
Living Cross Ambulance	50807	10256	948.19	548.19	400.00
Living Cross Ambulance	52560	10257	1,204.21	804.21	400.00
UNM Health Sciences Center	201452562	10257	31,589.30	28,589.30	3,000.00
Living Cross Ambulance	51287	10258	1,140.41	1,140.41	0.00
TOTALS			112,944.85	100,949.97	11,994.88

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	200955144	10259	795.35	795.35	0.00
Living Cross Ambulance	51992	10260	1,300.32	1,300.32	0.00
Living Cross Ambulance	53300	10260	1,355.24	1,355.24	0.00
Presbyterian Hospital	020302634-1127	10261	11,296.40	11,296.40	0.00
Living Cross Ambulance	50963	10262	1,231.67	831.67	400.00
UNM Health Sciences Center	200557338	10262	17,049.03	14,049.03	3,000.00
Living Cross Ambulance	52279	10263	1,327.78	927.78	400.00
Presbyterian Medical Group	BL10047594830	10264	65.00	35.39	29.61
Presbyterian Medical Group	BL10046662710	10265	107.00	75.43	31.57
Presbyterian Medical Group	BL10046664160	10266	107.00	68.24	38.76
Subtotal			34,634.79	30,734.85	3,899.94
Total			224,673.49	193,263.39	31,410.10

Valencia County Commissioners

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

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

Date: June 15, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BAB*

Subj: Dolores Gallegos - Indigent Appeal

Dolores Gallegos has requested an Indigent Appeal for the Indigent Denial of May 18, 2011. Ms. Gallegos was denied as she has Medicare insurance. Ms. Gallegos would have qualified for Indigent Assistance except for the fact that she does have insurance.

I would like to recommend approval of the Presbyterian Hospital bill in the amount of \$1,154.96. If approved the amount being paid to Presbyterian Hospital would be \$889.32.

Approved by the Board of County Commissioners at the regular meeting of June 15, 2011.

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Chair

Mary J. Andersen

Mary J. Andersen, Co-Chair

Ron Gentry

Ron Gentry

Donald E. Holliday

Donald E. Holliday

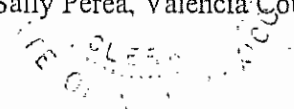
Lawrence R. Romero

Lawrence R. Romero

ATTESTED BY.

Sally Perea

Sally Perea, Valencia County Clerk



(EXHIBIT B)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from RR-2 to C-2, Valencia County, New
Mexico, application by Frank Gallegos

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on May 11, 2011, and was held pursuant to the applicants Frank Gallegos application to Amend the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R2E, Section 1; NMPM; Map 78; Tract 53A2A; Filed in Book 307, Page 2017, of the Office of Valencia County Clerk; also knows as 04 El Cerro Mission Road, Los Lunas, NM.

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

Findings of Fact

1. Notice of the regularly scheduled meeting of the Board of Commissioners of Valencia County, New Mexico (the "Board") on May 18, 2011, at which the final hearing of the Application to Amend Zoning Maps was published according to New Mexico Statutes and the Valencia County Interim Comprehensive Zoning Ordinance, Ordinance 2004-05, as amended ("Zoning Ordinance").
2. The applicant's request is for an amendment to the Zoning Map from a Rural Residential-2 (RR-2) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R2E, Section 1; NMPM; Map 78; Tract 53A2A; Filed in Book 307, Page 2017, of the Office of Valencia County Clerk; also knows as 04 El Cerro Mission Road, Los Lunas, NM.
3. Approval of the application will result in allowing a Custom Meat Processing facility on the subject property.
4. The property for which the zone change is requested has a Rural Residential-2 (RR-2) zoning designation.
5. The purpose of the Rural Residential Districts is to provide for varying densities of rural residential development on selected lands identified in the comprehensive plan for preservation of low density rural living.
6. The proposed use is not permitted in the Rural Residential-2 (RR-2) zoning district.
7. The purpose of the Community Commercial (C-2) District is to provide for more intensive commercial services than in the C-1 District for numerous neighborhoods in the geographic area.
8. The proposed use is for a Custom Meat Processing facility.
9. The proposed use is a Permitted Use in the Community Commercial (C-2) zoning district.
10. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on March 23, 2011. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 5-0 to recommend approval of the zone change.
11. The Planning and Zoning Commission found that the zone change was appropriate considering the surrounding land uses and changes in the area.
12. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
13. The Board of County Commissioners held a Public Hearing on this request on May 11, 2011. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 5-0 to approve this request on May 18, 2011.

(EXHBIT C)

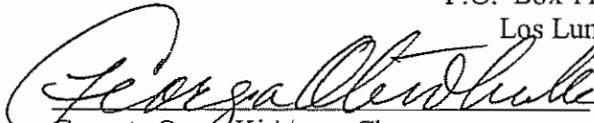
Reference to Document: (ZC11_002) Zone Change from RR-2 to C-2 made by applicant Frank Gallegos

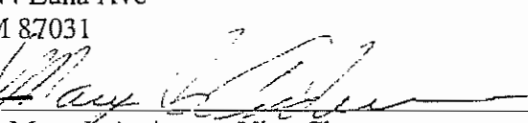
Approved and passed 15th of June 2011, by the Board of County Commissioners of Valencia County.

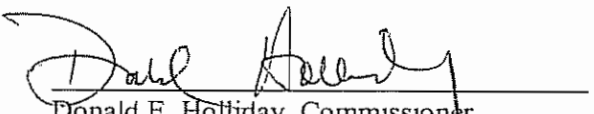
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

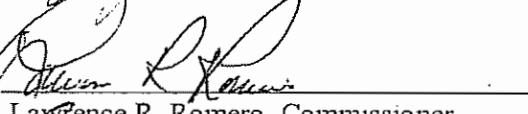
P.O. Box 1119 / 444 Luna Ave

Los Lunas, NM 87031


Georgia Otero-Kirkham, Chair


Mary J. Andersen, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST BY:


Sally Perea, County Clerk

Date: June 15, 2011

AGREEMENT FORM - LUMP SUM PRICE OR UNIT PRICE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Distribution to:

Contract Number: 662

1 - Owner
1 - Contractor
1 - Architect/Engineer

This Agreement entered into this Fifteen (15th) day of June: 2011 by and between the parties as follows

THE OWNER:

Valencia County
444 Luna Avenue
P. O. Box 1119
Los Lunas, NM 87031

Telephone: 505-866-2003
FAX: 505-866-2424

THE CONTRACTOR:

C.C Construction
908 S. Mesa Road
Belen, N.M. 87002

Telephone: (505) 350-6234
FAX. (505) 864-0194

For the following Project:

DEL RIO SENIOR CENTER INTERIOR REMODEL / RENOVATION

Project Number: 662

Architect/Engineer of Record:

John Kirkpatrick, Architect
PO Box 1473
Los Lunas, NM 87031
(505) 865-0111

(EXHIBIT D)

RECITALS

WHEREAS the Owneris authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS the Owner has let this contract according to the established State purchasing procedures for contracts of the type and amount let; and

WHEREAS award of the construction contract on this Project was approved by the Board at its meeting of April Sixth, 2011 (04/06/11).

The OWNER and the CONTRACTOR agree as set forth below.

ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- Bid Form
- This Agreement
- Performance Bond
- Labor and Material Payment Bond
- Agent's Affidavit
- Certificate of Insurance
- Assignment of Antitrust Claims
- Notice of Award
- Notice to Proceed
- Conditions of the Contract (General, Supplementary, and Other Conditions)
- Technical Specifications
- Drawings
 - All Addenda Issued Prior to Execution of this Agreement
 - All Modifications Issued after Execution of this Agreement

These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7 of this Agreement.

ARTICLE 2 - THE WORK

The Contractor shall perform all the Work required by the Contract for the following:

Valencia County
Del Rio Senior Center

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Del Rio Senior Center Interior Remodel /
Renovation.

ARTICLE 3 - TIME OF COMMENCEMENT
AND SUBSTANTIAL COMPLETION

The Work to be performed under the contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion shall be achieved not later than Ninety (90) calendar days after the date of written Notice to Proceed, except as hereafter extended by valid written Change Order by the Owner.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this article, the Contractor agrees, in partial consideration for the award of the Contract, to pay to the Owner the amount of **Two Hundred Dollars (\$200.00)** per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Contract.

ARTICLE 4 - CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract, the Contract Sum of:
Two Hundred Seventy Seven Thousand, Six Hundred, and Seventeen Dollars (\$ 277,617.00).

The Contract sum is determined as follows:

Base Bid	\$	<u>249,000.00</u>
Alternatives (if any)	\$	<u>8,500.00</u>
NM GRT @ <u>7.8125</u> %	\$	<u>20,117.00</u>
Contract Sum	\$	<u>277,617.00</u>

ARTICLE 5 - PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract for the period ending the 5th day of the month as follows:

Not later than twenty-one (21) working days following receipt by the Owner of the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Sum, less such amounts as the Architect/Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project: N/A

For the purposes of this Agreement, the date payment is due shall include, in addition to the twenty-one working days provided in this article, the additional seven-day period provided in the General Conditions of the Contract for Construction.

ARTICLE 6 - FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) calendar days after notification of the Owner by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the Owner a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

ARTICLE 7 - GENERAL AND SPECIAL PROVISIONS

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

As between the parties to this Agreement: As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work; and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

The Contractor shall hold harmless and indemnify the Owner against any and all injury, loss, or damage, including cost of defense - including but not limited to court costs and attorneys' fees - arising out of the negligent acts, errors, or omissions of the Contractor.

This Agreement shall not become effective until approved by the Board of County Commissioners; and signed by all parties required to sign this Agreement.

The Contractor and his agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.

The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, his officers and employees from his liabilities and obligations arising from or under this Agreement, including but not limited to all damages, losses, costs, liability, and expenses, including but not limited to attorneys' fees and costs of litigation that the Contractor may incur.

The Contractor agrees not to purport to bind Owner to any obligation not assumed herein by Owner unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Notices.

All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid - in the instance of notice of termination of work also by certified mail - and addressed as shown on the title page of this Agreement.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

Gender - Singular/Plural.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

Captions and Section Headings.

The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.

Certificates and Documents Incorporated.

All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Separability.

If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Waiver.

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom

or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

Entire Agreement.

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

Interchangeable Terms.

For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

Words and Phrases.

Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

Relationship of Contract Documents.

The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

Enumeration of Contract Documents.

The Contract Documents, which constitute the entire Contract between the Owner and the Contractor, are listed in Article 1 and, except for Addenda Issued Prior to Execution of this Agreement and Modifications issued after execution of this Agreement, are enumerated as follows:

The bound set of Construction Drawings consisting of thirteen (13) sheets bearing the license stamp of the Architect/Engineer of Record and dated December 28, 2010, and

The following actual documents and executed versions of sample documents bound in the Project Manual dated December 28, 2010.

Bid Form	00300-1 - 4
Agreement between Owner-Contractor	00500-1 - 5
<i>(As revised/dated 5/26/11 and in accordance with previously issued Addenda)</i>	
Performance Bond	00600-1 - 2
Labor and Material Payment Bond	00600-3 - 4
Agent's Affidavit	00600-5
Certificate of Insurance	00600-6
Assignment of Antitrust Claims	00600-7
Notice of Award	00600-8 - 9
Notice to Proceed	00600-10
General Conditions (AIA-2007)	(38 pages)
Modifications to General Conditions	00800-1-7
<i>(As revised/dated 5/26/11 and in accordance with previously issued Addenda)</i>	
Additional Conditions	00800-7-9
TECHNICAL SPECIFICATIONS - (Division 1 thru Division 16)	

Document	Pages
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Contract No. 662

Project No. 662

REVIEWED:

As to Legal Form and Sufficiency

Legal Counsel

By: [Signature]

Printed Name: David R. [Signature]

Title: Contract Attorney Date: 6/15/11

APPROVED:

This Agreement is entered into as of the day and year first written above.

CONTRACTOR

By: [Signature]

Printed Name: Chris Chavez

Title: Owner Date: 6/6/2011

Federal Identification No. 85-0306117

State CRS No. 01-898584-00-0

Title:

OWNER

APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

Valencia County
Del Rio Senior Center

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AGREEMENT - 00500-5

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

Valencia County
Del Rio Senior Center

AGREEMENT - 00500-6

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, 2007 as indicated in each numbered "Part" heading. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

✦ MODIFICATIONS TO GENERAL CONDITIONS ✦
(Revised 5/26/11)

PART 1.0 (Re: 1.1 BASIC DEFINITIONS) - ADD THE FOLLOWING SUBPARAGRAPH 1.1.9:

"1.1.9 ADDITIONAL DEFINITIONS

The following definitions shall apply throughout the Bidding Documents or Contract Documents unless otherwise specified:

- .1 SURETY: The person or entity obligated to provide such performance or payment as set forth in bonds required by the Contract Documents.
- .2 UNIT PRICES: Amounts stated in the Contract as prices per unit of measurement for materials or services as described in the Contract Documents.
- .3 USER: The Owner agency or agencies or designated entity for whose use the Project is being constructed.
- .4 OWNER: Valencia County referenced as Owner within these Documents.
- .5 ARCHITECT/ENGINEER: The Architect/ Engineer referenced within these documents."

PART 2.0 (Re: 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE) - SUBSTITUTE THE FOLLOWING FOR THE FIRST SENTENCE OF SUBPARAGRAPH 1.5.1:

"1.5.1 The Drawings, Project Manual Documents and Technical Specifications, notes, and other work developed for the performance of this Contract and copies thereof furnished by the Architect/Engineer shall be the sole property of the Owner with the understanding and agreement that they are to be used only with respect to this Project and are not to be used on any other Project, or for any other purpose."

PART 3.0 (Re: 3.6 TAXES) - ADD THE FOLLOWING TO PARAGRAPH 3.6:

"The Contractor shall comply with the requirements of the state of New Mexico gross receipts law and shall require all subcontractors to comply with the same. Any increase or decrease in gross receipts and local option taxes enacted after the date the Contract is signed shall result in a similar increase or decrease in the contract sum by appropriate modification."

PART 4.0 (Re: 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS) - ADD THE FOLLOWING TO SUBPARAGRAPH 3.7.1:

"The Owner has paid the Building Permit Review Fee; the Contractor must secure the Building Permit and pay for the Building Permit Fee from the Construction Industries Division of the state Regulation & Licensing Department. The Construction Industries Division offices are located at 5200 Oakland Ave. NE; Albuquerque, New Mexico 87113, 505-222-9800."

PART 5.0 (Re: 3.15 CLEANING UP) - ADD THE FOLLOWING TO SUBPARAGRAPH 3.15.1:

"The Contractor shall thoroughly clean the premises at the completion of the Work."

PART 6.0 (Re: ARTICLE 4 ARCHITECT) - ADD THE FOLLOWING SUBPARAGRAPH 4.1.4:

"4.1.4 Any dispute in connection with such an appointment shall be considered an aggrievement and subject to the provisions of ARTICLE 15 CLAIMS AND DISPUTES."

PART 7.0 (Re: ARTICLE 4 ARCHITECT) - ADD THE FOLLOWING SUBPARAGRAPH 4.1.5:

"4.1.5 The Owner may assist the Architect/Engineer to provide administration of the Contract for Construction."

PART 8.0 (Re: 4.2 ADMINISTRATION OF THE CONTRACT) - ADD THE FOLLOWING TO SUBPARAGRAPH 4.2.3:

"Should the Architect determine that any portion of the Work varies from the requirements of the Contract Documents, the Architect/Engineer shall promptly notify the Owner and the Contractor of the nature of the non-compliance and the correction of the Work required."

PART 9.0 (Re: ARTICLE 15 CLAIMS AND DISPUTES) - SUBSTITUTE THE FOLLOWING FOR THE FIRST SENTENCE OF SUBPARAGRAPH 15.1.2:**"15.1.2 NOTICE OF CLAIMS**

All claims, disputes, and other matters in question between the Owner and the Contractor shall be referred to the Architect/Engineer for formal decision pursuant to the relevant paragraphs and clauses of ARTICLE 15 CLAIMS AND DISPUTES."

PART 10.0 (Re: PARAGRAPH 15.3 MEDIATION AND PARAGRAPH 15.4 ARBITRATION) - SUBSTITUTE THE FOLLOWING FOR PARAGRAPH 15, INCLUSIVE OF ALL SUBPARAGRAPHS AND FOR PARAGRAPH 15.4, INCLUSIVE OF ALL SUBPARAGRAPHS:**"15.3 AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION**

15.3.1 Any claim, dispute, or other matter in question between the Contractor and the Owner, except those relating to artistic effect as provided in Subparagraph 4.2.13 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraph 9.10.4, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both parties notify each other and the Architect/Engineer in writing within fifteen days of their receipt of the decision that they are unwilling to abide by the Architect/Engineer's decision, and are thereby aggrieved in connection with the decision and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision or a reasonable schedule to issue a written decision within ten days after the Owner or the Contractor has presented his request, that party may consider himself aggrieved and may proceed to exercise his rights.

15.3.2 A settlement agreement signed by the Owner and the Contractor shall supercede and cancel any other dispute resolution proceedings regarding the same matter.

15.3.3 Mediation and arbitration of controversies and claims. Should the procedures for dispute resolution stated in Subparagraph 15.3.1 fail to adequately resolve the claim, dispute or other matter in question, any such claim, dispute or matter in question shall be resolved by binding arbitration governed by the provisions of this Paragraph 15.3.3 and the New Mexico Uniform Arbitration Act. Before submitting a dispute to arbitration the parties shall make a good faith effort to resolve the dispute through formal mediation or other agreed upon alternative dispute resolution technique. The arbitration shall be before a single arbitrator chosen by mutual agreement of the parties. If they cannot agree, *then a list of seven potential arbitrators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until an arbitrator is agreed upon. In the event this Contract results in dispute, mediation, arbitration litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and costs.*

15.3.4 Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any grievement proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents."

PART 11.0 (Re: ARTICLE 7 CHANGES IN THE WORK) - DELETE ARTICLE 7 IN ENTIRETY AND SUBSTITUTE THE FOLLOWING "NEW" ARTICLE 7 :**"ARTICLE 7 CHANGES IN THE WORK****7.1 CHANGES**

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by initiation of a Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this

Article 7 and elsewhere in the Contract Documents.

7.1.2 A Construction Change Directive requires agreement by the Owner and the Architect and shall be prepared by the Owner or the Architect on its own initiative or at the request of the Owner's representative, or the Contractor. To result in a change in the Work, any change in Contract Time, any change in Contract Sum, or any combination of the foregoing, the Construction Change Directive must be included ultimately in a Change Order. An order for a minor change in the Work, without a change in Contract Time or Contract Sum, may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CONSTRUCTION CHANGE DIRECTIVES

7.2.1 A Construction Change Directive is a written order signed by the Owner and Architect/Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.2.2 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data on costs to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 cost to be determined in accordance with Subparagraph 7.2.5 with or without a guaranteed maximum.

7.2.3 Upon receipt of a Construction Change Directive, the Contractor shall acknowledge receipt of it on the document, and, if applicable, the Contractor's agreement to its terms, promptly proceed with the change in the Work involved and advise the Architect/Engineer if the Contractor is in disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.2.4 A Construction Change Directive signed as agreed to by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately, shall remain binding for sixty days and shall ultimately be included in a Change Order.

7.2.5 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect/Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, and a reasonable allowance for overhead and profit as set forth in Table 1 below. In such case, and also under Clause 7.2.2, the Contractor shall keep and present, in such form as the Architect/Engineer may prescribe, an itemized accounting together with appropriate supporting data of costs incurred in performing the change required by the Construction Change Directive. Costs for the purposes of this Paragraph 7.2.5 includes only the following:

- .1 material quantities and unit costs;
- .2 labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
- .3 costs inherent in the use of equipment owned by the Contractor, the Subcontractors, and/or the Sub-subcontractors;
- .4 equipment rental, if any;
- .5 worker's compensation and public liability insurance;
- .6 general administration, overhead, supervision, project insurance, bonds and profit, based on the following schedule (subtotal before applying the percentage shown):

TABLE 1	\$500 or less	\$501 to 5% of Contract	Over 5% of Contract Negotiable
Contractor for Work performed by his own forces	22%	19%	negotiable
Contractor for Work performed by Subcontractor	10%	8%	negotiable
Subcontractor for Work performed by his own forces	18%	15%	negotiable
Subcontractor for Work performed by Sub-subcontractor	10%	8%	negotiable
Sub-subcontractor for Work performed by his own forces	18%	15%	negotiable

- .7 employment taxes under FICA and FUTA; and
- .8 state gross receipts and local option tax (Contractor only).
- 7.2.6 Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a change that results in a net decrease in the Contract Sum shall be the amount of net cost decrease plus an amount equal to the net cost decrease multiplied by a percentage of 3% for general administration, overhead, supervision, project insurance, bonds, and profit as specified in Clause 7.2.5.6.
- 7.2.7 If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect/Engineer for determination.
- 7.2.8 When the Owner and Contractor agree with the determination made by the Architect/Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.3 CHANGE ORDERS

- 7.3.1 A Change Order is a written instrument prepared by the Architect/Engineer and signed by the Owner, Contractor, and Architect/Engineer, stating their agreement upon all of the following:
- .1 a change in the Work;

.2 the amount of the adjustment in the Contract Sum, if any, and

.3 the extent of the adjustment in the Contract Time, if any.

7.3.2 A Change Order may include more than one Construction Change Directive and will customarily be executed after the completion in the Work.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect/Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.”

PART 12.0 (Re: PROGRESS AND COMPLETION) - ADD THE FOLLOWING SUBPARAGRAPH 8.2.4:

“8.2.4 The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at a rate of progress that will insure full completion within the Contract Time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time specified for the completion of the Work is reasonable; taking into consideration the average climate conditions, temperature ranges, and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the Work within the Contract Time, or any proper extension granted by the Owner, then the Contractor agrees, as a part consideration for the awarding of this Contract, not as a penalty but as liquidated damages for such breach of contract as set forth in the Contract Documents, for each and every calendar day that the Contractor shall be in default after the Contract Time.”

PART 13.0 (Re: 8.3 DELAYS AND EXTENSIONS OF TIME) - ADD THE FOLLOWING SENTENCE TO SUBPARAGRAPH 8.3.1:

“Where individual items or designated portions of the Work require changes in completion time, but are not interrelated with items of work governed by the Contract Time, the Architect/Engineer and the Owner may establish by Change Order separate completion dates with separate Liquidated Damages acceptable to the Contractor and leave the Contract Time unchanged.”

PART 14.0 (Re: 9.2 SCHEDULE OF VALUES) - ADD THE FOLLOWING TO SUBPARAGRAPH 9.2:

“This schedule shall include separate line items for costs pertaining to each Cash Allowance item indicated in the Contract Documents and for a reasonable amount, which shall be designated as ‘Final Administrative Closeout’, attributable to Contractor completion of the administrative and documentation requirements for Contract Closeout following certification of Substantial Completion.

PART 15.0 (Re: 9.5 DECISIONS TO WITHHOLD CERTIFICATION) - ADD THE FOLLOWING ITEM TO SUB-SUBPARAGRAPH 9.5.1:

“.8 failure to provide an approved progress schedule.”

PART 16.0 (Re: 9.5 DECISIONS TO WITHHOLD CERTIFICATION) - ADD THE FOLLOWING SUBPARAGRAPH 9.5.4:

“9.5.4 The Owner may refuse to make payment of the full amount recommended by the Architect/Engineer in order to protect itself from loss because of Subparagraphs 9.5.1.1 through 9.5.1.8, but the Owner must give the Contractor immediate written notice, with a copy to the Architect/Engineer, stating the reasons for such action.”

PART 17.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - SUBSTITUTE THE FOLLOWING, INCLUDING ‘TABLE 2’, FOR THE FIRST SENTENCE OF SUBPARAGRAPH 11.1.2 :

“11.1.2 The limits of liability for the insurance required by Subparagraph 11.1.1 shall provide coverage for not less than the following amounts, or greater if required by law:

TABLE 2	
Type of Coverage Required	Minimum Limits of Liability
1. Worker's Compensation (including accident and disease coverage)	Statutory
2. Employer's Liability	\$100,000
3. Comprehensive General Liability (including endorsements providing broad form property damage coverage, personal injury coverage, and contractual assumption of liability coverage for all liability the Contractor has assumed under this Contract)	Bodily injury: \$300,000 per person / \$500,000 per occurrence, and Property Damage; or combined single limit coverage of \$500,000 per occurrence.
4. Auto liability (including non-owned auto coverage)	Same limits as General Liability
5. Umbrella	\$1,000,000"

PART 18.0 (Re: ARTICLE 11 INSURANCE AND BONDS) - ADD THE FOLLOWING TO SUBPARAGRAPH 11.1.4:

“The Contractor shall have the Owner named as an additional insured on the Comprehensive General Liability form or Commercial Liability form furnished by the Contractor. The certificate of insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.”

PART 19.0 (Re: 11.3 PROPERTY INSURANCE) - DELETE SUBPARAGRAPHS 11.3.1, 11.3.1.1, 11.3.1.2, 11.3.1.3, 11.3.1.4, AND 11.3.1.5. SUBSTITUTE THE FOLLOWING PARAGRAPH AND SUBPARAGRAPHS:

“11.3 Property Insurance

11.3.1 Unless otherwise provided in this Contract, the Owner shall maintain builder's risk insurance or self-insurance, or a combination of insurance and self-insurance, upon the Work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, the Subcontractors, and the Sub-subcontractors in the Work. The insurance shall insure against at least the following perils: fire, extended coverage, vandalism, and malicious mischief; provided that such coverage shall not extend to theft of building materials, which risk of loss shall be borne by the Contractor. If the Owner does not intend to purchase such insurance for at least the actual cash value of the Work, he shall inform the Contractor of such fact in writing prior to commencement of the Work. The Contractor shall then obtain builder's risk property insurance to protect the interests of the Owner, the Contractor, and his Subcontractors and Sub-subcontractors in the Work; and the cost of such insurance shall, by appropriate change order, be charged to the Owner. If the Contractor is damaged by the Owner's failure to maintain at least the minimum insurance or self-insurance required by this Subparagraph 11.3.1 and the Owner has not notified the Contractor pursuant to the previous sentence, the Owner shall bear all reasonable costs arising from such failure. The Contractor shall maintain property insurance covering at least the perils stipulated above on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. The builder's risk coverage to be furnished by the Owner is provided under the State of New Mexico's Blanket Property Coverage Policy, a copy of which is on file at the Risk Management Division of the state General Services Department. The policy does not insure against any loss to the Contractor's Subcontractors or Sub-subcontractors for tools, machinery, or equipment. Any loss resulting therefrom shall be borne by the Contractor. The Contractor shall be responsible for the first \$1,000 of any insured or self-insured loss.

11.3.1.1 Any insured or self-insured loss under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall require by written agreement signed by the Subcontractor that the Subcontractor make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

11.3.1.2 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Architect/Engineer, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subordination of property insurance.

11.3.1.3 If the Owner finds it necessary to occupy or use any portion of the Work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self-insurance coverage, not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld."

PART 20.0 (Re: 11.3.3 LOSS OF USE INSURANCE) - DELETE THE LAST SENTENCE OF SUBPARAGRAPH 11.3.3.

PART 21.0 (Re: 11.4 PERFORMANCE BOND AND PAYMENT BOND) - SUBSTITUTE THE FOLLOWING FOR SUBPARAGRAPH 11.4.1:

"11.4.1 The Contractor shall post a one hundred percent (100%) performance bond and a one hundred percent (100%) labor and material payment bond with amount payable conforming to the terms of the Contract. Surety shall be a company licensed to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the local governing authority."

PART 22.0 (Re: 11.4 PERFORMANCE BOND AND PAYMENT BOND) - ADD THE FOLLOWING SUBPARAGRAPHS:

"11.4.3 Special attention is called to the requirements of Sections 13-4-18 through 13-4-20 NMSA 1978, regarding a Contractor who does not have his principal place of business in this state, for all taxes due arising out of construction services rendered under the Contract.

11.4.4 The right to sue on these bonds accrues only to the Owner and the parties to whom Sections 13-4-18 through 13-4-20 NMSA 1978 grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes."

PART 23.0 (Re: 13.5 TESTS AND INSPECTIONS) - ADD THE FOLLOWING SUB-SUBPARAGRAPH TO SUBPARAGRAPH 13.5.1:

“13.5.1.1 All sampling, transportation, and storage of samples; testing; and reporting shall be undertaken by representatives of the testing laboratory. No sampling, transportation, and storage of samples; testing; or reporting shall be undertaken by the Architect/Engineer, the Owner, or the Subcontractors.”

PART 24.0 (Re: 13.5 TESTS AND INSPECTIONS) - SUBSTITUTE THE FOLLOWING SUBPARAGRAPH 13.5.4:

“13.5.4 Two copies of all test reports shall be furnished directly to the Owner, the Architect/Engineer, and the Contractor by the testing laboratory. All test reports shall be sequentially numbered and labeled in accordance with industry standards.”

PART 25.0 DELETE PARAGRAPH 13.6 IN ITS ENTIRETY.

PART 26.0 DELETE PARAGRAPH 10.3.3 IN ITS ENTIRETY.

—Article IX, Section 12 and the similar constitutional debt restrictions for the state and other local governments (N.M. Const. art. IX, §§ 8, 11-13) have been judicially interpreted to preclude a government from entering into an agreement subjecting it to contingent liability, the amount of which is uncertain at the time of the agreement. [See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.]

✧ ADDITIONAL CONDITIONS ✧

PART 1.0 EQUAL OPPORTUNITY

1.1 The Contractor, all Subcontractors, and all Sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, recruitment or recruitment advertising, upgrading, layoff or termination, demotion, rates of pay or other forms of compensation, transfer, selection for training (including apprenticeship)

1.2 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

1.3 The Contractor, all Subcontractors, and all Sub-subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

PART 2.0 MINIMUM WAGE RATES

2.1 The Contractor warrants and agrees that he will comply and will require all Subcontractors and Sub-subcontractors to comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Contract Documents. Wage rates are not applicable to projects costing less than \$20,000. The Contractor and his Subcontractors shall deliver by mail copies of certified weekly payroll in accordance with the regulations under "Minimum Wage Rates" to the office of the State Labor Commission, Santa Fe, New Mexico 87503, address as stated in the Determination and to the Owner.

PART 3.0 CONTRACT AUDIT

3.1 The Owner shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under the prime Contract and by the Subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing (§13-1-16 NMSA 1978).

PART 4.0 DEBARRED OR SUSPENDED CONTRACTORS

4.1 A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

PART 5.0 BRIBES, GRATUITIES, AND KICKBACKS

5.1 It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (§ 30-24-1 and 30-24-2 NMSA 1978).

5.2 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including §§ 30-24-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, and violation of which constitutes a felony. Further, the Procurement Code (§§ 13-1-28 through 13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

PART 6.0 NONRESIDENT CONTRACTOR'S REQUIREMENTS: GROSS RECEIPTS TAX SURETY BOND

6.1 Section 7-1-55A NMSA 1978 provides that any person (as defined in § 7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in this state and enters into a prime construction contract to be performed in this State shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by Section 7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the Contract. The person shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate that the requirements of this paragraph have been met.

6.2 If the total sum to be paid under the Contract is changed by ten percent (10%) or more after the date the surety bond or other acceptable security is furnished to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within 14 days after the change (§ 7-1-55B NMSA 1978).

6.3 In addition to the above requirements, the Contractor will be subject to all the requirements of Section 7-1-55 NMSA 1978.

PART 7.0 CONTRACTOR'S GROSS RECEIPTS TAX REGISTRATION

7.1 Section 7-10-4 NMSA 1978 provides that any person (as defined in § 7-10-3 NMSA 1978) performing services for the State, as those terms are used in the Gross Receipts and Compensating Tax Act (§§ 7-10-1 through 7-10-5 NMSA 1978), must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department to pay the gross receipts tax.

7.2 The identification number is needed to properly complete the approval process of the Contract; therefore, so as to cause no delay in the processing, the Contractor must register with the Division. For information, contact: Revenue Division, Taxation and Revenue Department, Manuel Lujan Sr., Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, Telephone: (505) 988-2290

7.3 If any person who performs services for the State is not registered to pay the gross receipt tax, the State shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

PART 8.0 ASSIGNMENT OF ANTITRUST CLAIMS

8.1 The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers, Subcontractors, and Sub-subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The

executed form (see Section 00600) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub-subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub-subcontractor. Waiver by the Owner may not unreasonably be denied.

8.2 It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

PART 9.0 CONTRACTS WITH NONRESIDENT PERSONS OR PARTNERSHIPS OR UNADMITTED FOREIGN CORPORATIONS; AGENT FOR SERVICE OF PROCESS

9.1 Special attention of Bidders is called to requirements of Sections 13-4-21 through 13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

PART 10.0 STATED ALLOWANCE ITEMS

10.1 The Contractor shall include the following cash allowances in his Bid:

10.1.1 Building Permit Fee (see 00800/Modifications to General Conditions/Part 4) = Five Hundred Dollars (\$500.00).

10.1.2 Owner's Contingency/Optional Items (to be determined) = Fifteen Thousand Dollars (\$15,000.00)

10.2 The Contractor shall complete, install, or otherwise provide the Stated Allowance Items as indicated in the Contract Documents at Bid Time or as subsequently directed by the Owner through the Architect/Engineer. The actual Cost of each completed Stated Allowance Item shall be established on basis of the applicable purchase price, applicable previously established unit cost(s) price, or other subsequently agreed upon lowest and best price (in the case of completed Work defined and authorized by the Owner subsequent to Bid Time and for which no prior description was provided). If the actual Cost pertaining to any Stated Allowance Item is more or less than the cash allowance amount indicated above, the Contract Price shall be adjusted accordingly. Other than the sole exception of applicable New Mexico Gross Receipts Tax; adjustments to the Contract Price pertaining to differences between the actual Cost amounts and cash allowance amounts indicated above for Stated Allowance Items shall be made without additional charges for overhead, profit, insurance, or any other incidental expenses. All Work associated with the Stated Allowance Items shall be executed in accordance with the applicable section(s) of the Technical Specifications and subject to the provisions of the Contract Documents in their entirety.

PART 11.0 ADDENDA AND MODIFICATIONS

11.1 All Addenda and Modifications issued in writing during the Bidding period will become part of the Contract Documents.

-End-

VALENCIA COUNTY

POST OFFICE BOX 1119

- 444 LUNA AVENUE
- LOS LUNAS, NEW MEXICO 87031



VALENCIA COUNTY BUILDING CODE ORDINANCE

ORDINANCE NUMBER 2011- 1

An Ordinance adopting plan review and Building permitting fee schedule authority, and adopting the following code editions:

- 2009 New Mexico Commercial Building Code,
- 2009 New Mexico Residential Building Code,
- 2009 New Mexico Plumbing Code,
- 2009 New Mexico Mechanical Code,
- 2008 New Mexico Electrical Code,
- 2008 New Mexico Electrical Safety Code,
- 2009 New Mexico Energy Conservation Code,
- 2009 New Mexico Existing Building Code,
- 2009 New Mexico Earthen Building Materials Code,
- 2006 New Mexico Non-Load Bearing Baled Straw Construction Building Code,
- 2006 New Mexico Solar Energy Code, and
- 2003 New Mexico Swimming Pool, Spa and Hot Tub Code;

and repealing all other ordinances and parts of any ordinances of the County of Valencia that are in conflict therewith.

Adopted by the Board of County Commissioners

On : June 15, 2011

Effective on : July 15, 2011

(EXHBIT E)

ORDINANCE 2011- 01
VALENCIA COUNTY BUILDING CODE ORDINANCE

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PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 and NMSA 1978, Section 4-37-1 provide that counties have the power to protect generally its property and its inhabitants and to preserve peace and order; and,

WHEREAS, Section 4-37-1 et seq. NMSA 1978 provides that counties may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on counties, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the county and its inhabitants; and,

WHEREAS, NMSA 1978, Section 60-13-44.F states that "All political subdivisions of the state are subject to the provisions of the codes adopted and approved under the Construction Industries Licensing Act. Such codes constitute a minimum requirement for the codes of political subdivisions"; and,

WHEREAS, on January 1, 2011 the Construction Industries Commission of the State of New Mexico Regulation and Licensing Department approved the adoption of new state building codes, as set forth in this Ordinance; and,

WHEREAS, Statewide implementation by all building departments will ensure a consistent regulatory effort and service during the code transition period; and,

WHEREAS, the Board of County Commissioners has determined that the health, safety and general welfare of the residents of Valencia County would best be served by the adoption of a building code ordinance, updating the building codes applicable to construction within Valencia County; and,

WHEREAS, pursuant to NMSA 1978, Section 60-13-45, the Construction Industries Commission of the state of New Mexico Regulation and Licensing Department "shall make rules and regulations pertaining to the issuance of permits and the setting of reasonable fees to be paid by the applicant for a permit"; and,

WHEREAS, the Valencia County needs a process whereby it may update the fee schedule as the same is updated by the Construction Industries Commission of the state of New Mexico Regulation and Licensing Department.

NOW THEREFORE BE IT ORDAINED that the Board of County Commussioners does hereby establish a building code ordinance for Valencia County, as follows:

ARTICLE 1. TITLE

This ordinance may be cited as the “Valencia County Building Code Ordinance” (hereinafter, “this Ordinance”).

ARTICLE 2. ADOPTION; EFFECTIVE DATES

Section 2.1. Adoption. The following code editions are hereby adopted as the Building Codes of Valencia County, with the following effective dates:

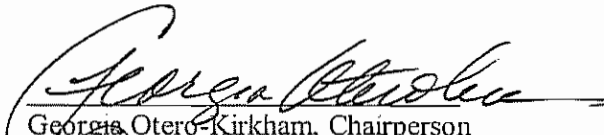
Code Document	Effective Date
2009 New Mexico Commercial Building Code, which adopts and amends the 2006 International Building Code,14.7.2 NMAC	July 1, 2011
2009 New Mexico Residential Building Code, which adopts and amends the 2006 International Residential Code, 14.7.3 NMAC	July 1, 2011
2009 New Mexico Plumbing Code, which adopts and amends the 2009 Uniform Plumbing Code,14.8.2 NMAC	July 1, 2011
2009 New Mexico Mechanical Code, which adopts and amends the 2009 Uniform Mechanical Code, 14.9.2 NMAC	July 1, 2011
2008 New Mexico Electrical Code, which adopts and amends the 2008 National Electrical Code,14.10.4 NMAC	July 1, 2011
2007 New Mexico Electrical Safety Code, which adopts and amends the 2007 National Electrical Safety Code,14.10.5 NMAC	July 1, 2011
2009 New Mexico Energy Conservation Code, which adopts and amends the 2006 International Energy Conservation Code,14.7.6 NMAC	July 1, 2011
2009 New Mexico Existing Building Code, which adopts and amends the 2006 International Existing Building Code,14.7.7 NMAC	July 1, 2011
2009 New Mexico Earthen Materials Building Code,14.7.4 NMAC	July 1, 2011
2009 New Mexico Non-Load Bearing Baled Straw Construction Building Code14.7.5 NMAC	July 1, 2011

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BY DEBBIE

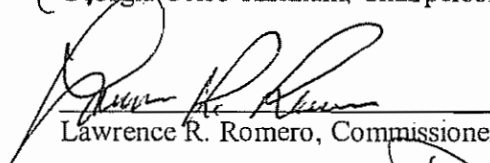
Section 2.2. Effective Dates. Beginning with the effective dates listed in Section 2.1., or the effective date of this ordinance, whichever occurs last, and until June 30, 2011, all construction documents submitted for plan review and building permitting shall have the option of using either the 2006 model year codes or the 2006/2009 model year codes adopted above, and must declare compliance with either the 2006 codes or 2009 codes. Construction documents may not declare or use both, or a combination of, the 2006/2009 codes. All construction documents submitted for plan review and building permitting on and after July 1, 2011 shall conform with all provisions of 2009 codes listed above. Plans drawn to the 2006 codes will not be accepted after June 30, 2011.

APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

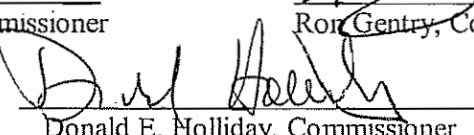
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham, Chairperson

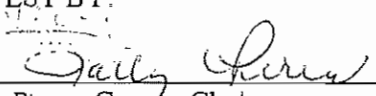

Mary J. Andersen, Vice-Chair


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner


Donald E. Holliday, Commissioner

ATTEST BY:


Sally Perea, County Clerk

VALENCIA COUNTY
SALLY PEREA, CLERK
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BY DEBBIE

**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2011-34**

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 Wednesday, June 15, 2011, at 9:30 a.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 F)

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, is posted at the following locations:
 - A. Valencia County Administration Office, 444 Luna Avenue, Los Lunas, New Mexico 87031;
 - B. Valencia County District Courthouse, 1835 Hwy 314 SW, Los Lunas, NM, 87031;
 - C. Del Rio Senior Center, 351 Rio Communities Blvd., Belen, NM 87002;
 - D. Meadowlake Senior Center, 100 Cuervo Lane, Los Lunas, NM 87031;

and if the date, time, and place of the meeting, and information on how the public may obtain a copy of the agenda, is placed in a newspaper of general circulation in Valencia County. 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 agendas shall include the following language:

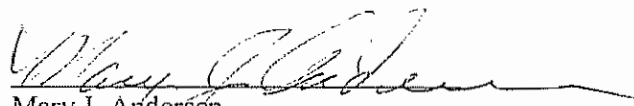
"If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Valencia County Manager, at 444 Luna Avenue, Los Lunas, New Mexico 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."

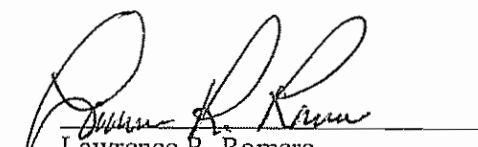
8. The Valencia County Commission may close a meeting to the public only if the subject matter of such discussion or action is exempted from the Open Meeting requirement under Section 10-15-1 (H) (1 through 10) of the Open Meetings Act.
- A. If any meeting is closed during an open meeting, such closure 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 provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed 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.

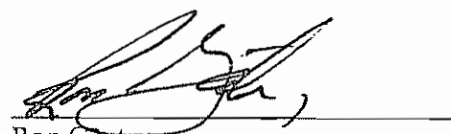
APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

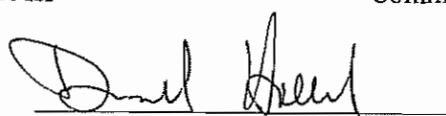
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham
Chair, District II

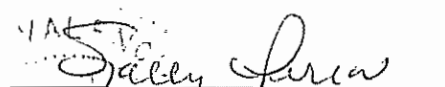

Mary J. Andersen
Vice-Chair, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

Attest:


Sally Perea, County Clerk

**LITTER CONTROL & BEAUTIFICATION
GRANT AGREEMENT**

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

RECITALS

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

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

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

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

(EXHIBIT G)

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

SECTION ONE - DEPARTMENT AGREES:

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

1. To allocate funds generated by the Act and pay to Public Entity an amount not to exceed the sum of **\$21,000** for Public Entity to establish and help continue a local keep America beautiful system program, pursuant to Section 67-16-12.B (3) of the Act; and for a youth employment program to aid in litter control and beautification projects pursuant to Section 67-16-12. B (4) of the Act, and as stipulated by the attached Exhibit 1, Grant Award Distribution, which is incorporated herein and made a part hereof by this reference as though set forth herein in full. All of Department's responsibilities under this SECTION ONE, and all of Public Entity's responsibilities under SECTION TWO, and all of the Parties' mutual responsibilities under SECTION THREE hereof are subject to compliance with Exhibits 1 and 2 as described herein and attached hereto.

The Department will reimburse funds on a quarterly basis. For the purpose of this contract the quarters are designated as: first quarter is July through September; second quarter is October through December; third quarter is January through March; and fourth quarter is April through June.

2. To allow the public entity to request, in writing, reallocation of funds from the program resources allocation to the youth employment allocation based on the need

to support local youth interests. Requests for reallocation of funds must be in writing and are not valid without prior written approval of the Department.

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

4. The funds reallocations permitted by this SECTION ONE to Exhibit 1 and budget adjustments to Exhibit 2 pursuant to SECTION TWO shall be effected administratively by the DEPARTMENT and confirmed in writing to Public Entity following Department's written approval without the need for a formal contract amendment, provided the overall budget for all allocations is not increased.

SECTION TWO - PUBLIC ENTITY AGREES:

1. To perform and complete the Litter Control, Graffiti, Beautification, Recycling, and related community programs and tasks as agreed upon by both parties, in furtherance of the statewide keep America beautiful system programs, pursuant to the Act, as agreed upon by both parties, and as further set forth in Exhibit 2 Detailed Budget attached hereto, which is hereby incorporated herein by this reference and made a part of this Agreement as though set forth herein in full. The Litter Control and Beautification programs, as specified in Exhibit 2, will be performed in substantial compliance as specified herein and according to instructions provided by the Department. Failure to commence the program activities or to comply with

expenditures as outlined in the exhibits by Clearinghouse as agreed upon herein may result in cancellation of the allocated funds.

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

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

4. To spend the funds allocated herein as required by, and according to, the provisions of the Act and the applicable rules and regulations of the Litter Control Council and the Department. Requests for reimbursement must be in the office on or before the fifteenth (15) day after the end of each quarter, except for the fourth quarter ending June thirtieth (30), final request for reimbursement must be in the office no later than the tenth (10) day after the end of that quarter, which is the termination date of this agreement, as specified in SECTION SEVEN, paragraph 1, of this agreement, or upon specified written termination by the Department. Failure to adhere to these requirements will result in a penalty assessed on the invoice equal to 10% of the total invoice submitted for that quarter. The request for reimbursement shall include, but not be limited to the following:

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

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

c. Copies of the payroll for youth employees and;

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

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

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

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

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

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

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

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

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

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

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

10. That it shall maintain detailed time records which indicate the date, time and nature of services rendered and progress of programs undertaken. These records shall be subject to inspection by the Department, the Department of Finance and Administration and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive illegal payment.

11. Public Entity warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or service required under this Agreement.

SECTION THREE – BOTH PARTIES AGREE:

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

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

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

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

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

SECTION FOUR – AMENDMENT:

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

SECTION FIVE – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

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

SECTION SIX – INDEPENDENT CONTRACTOR:

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

SECTION SEVEN – TERMINATION:

1. This Agreement shall not take effect until executed by the parties hereto. This Agreement shall terminate on June 30, 2012, unless terminated pursuant to SECTION TWO, paragraph 3 or Section Seven, paragraph 2 of this Agreement.

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

obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION EIGHT – INTEGRATION:

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

SECTION NINE – PUBLIC ENTITY’S ACQUIRED PROPERTY:

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

SECTION TEN – CONTROLLING LAW:

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

SECTION ELEVEN – UNEXPENDED AND UNENCUMBERED PROJECT BALANCES:

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

SECTION TWELVE – INTENT OF AGREEMENT

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

SECTION THIRTEEN – NEW MEXICO TORT CLAIMS ACT:

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

SECTION FOURTEEN – ACCOUNTABILITY OF RECEIPTS & DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto.

SECTION FIFTEEN – EQUAL OPPORTUNITY COMPLIANCE

The Public Entity agrees to abide by all federal and state laws and rules and

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

SECTION SIXTEEN – CIVIL RIGHTS LAWS AND REGULATION COMPLIANCE

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

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


New Mexico Tourism Department
"DEPARTMENT"

By: _____ Date: _____
Monique Jacobson, Cabinet Secretary

As to form and legal sufficiency

BY: _____
Tom Mills, Legal Counsel

"Public Entity"

By:  Date: 6-15-2011
Title: CHAIRPERSON

CONTRACT BETWEEN THE COUNTY OF VALENCIA
AND LARRY TRUSSELL FOR BUDGET ANALYST SERVICES

THIS AGREEMENT is made and entered into the 15th day of June, 2011 by and between Valencia County, hereinafter referred to as the "County" and Larry Trussell, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES.

1. Scope of Work.

Contractor shall perform part-time professional services to the County in his capacity of Budget Analyst, consistent with the provisions of this Agreement. Contractor shall at all times, faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as Budget Analyst in the scope and in the manner requested by the Board of County Commissioners.

2. Compensation.

- A. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work rendered a gross annual base salary in the amount of twenty thousand dollars (\$20,000.00) based on a \$27.00 per hour rate at a maximum of 741 hours. He shall be paid in equal installments at established County pay periods inclusive of designated County holidays, and exclusive of any other benefits provided for in this Agreement.
- B. As part of the Contractor's compensation, Contractor shall be permitted to use a County Office and other necessary County equipment for the purpose of performing his duties arising under this Agreement.

3. Term.

The term of this Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012, unless sooner terminated pursuant to paragraph 4, infra. Thereafter, this Agreement may be extended for successive additional one year terms, or for a longer term, upon securing additional funds and upon mutual agreement of the parties.

In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Voluntary Termination

Contractor may terminate this Agreement by delivering, at least ten (10) days prior to the anticipated date of termination, a written notice to his Supervisor of his intent to terminate this Agreement. If he is requested to do so by his supervisor, Contractor shall continue under the terms of this Agreement to render his services to the date of termination. By such

(EXHIBIT H)

termination, Contractor does not nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination by the County

The County may terminate this Agreement by delivering to Contractor a written notice of the County's intent to terminate this Agreement at least ten (10) days prior to the anticipated date of termination. In the event of involuntary termination hereunder, the County shall have no further obligations under this Agreement to Contractor.

C. Termination Management

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

5. Status of Contractor.

The Contractor is an independent contractor performing professional services for the County and is not an employee of Valencia County or the State of New Mexico. Except for being permitted the use of a County Office and other necessary County equipment for the purposes of performing the duties of this Agreement, the Contractor shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of Valencia County or the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

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

7. Subcontracting.

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

8. Records and Audit.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service – Copyright.

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

12. Amendment.

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

13. Merger.

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

14. Applicable Law.

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

15. Records and Financial Audit.

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

16. Indemnification.

[See, New Mexico Attorney General Opinion, No. 00004, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the County and the State of New Mexico from all actions, proceedings, claims, demands, costs damages, attorney' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor is performing services pursuant to this Agreement.

17. Appropriations.

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

18. Conflict of Interest

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

19. Notices.

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

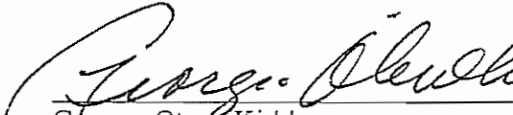
To the County: Eric Zamora, County Manager, 444 Luna Avenue, Los Lunas, NM 87031.

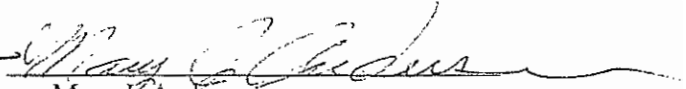
To the Contractor: Larry Trussell, 1830 Applewood Lane, Los Lunas, NM 87031.

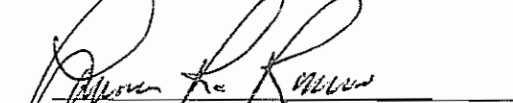
IN WITNESS WHEREOF, the County Manager and Mr. Larry Trussell have each caused this Agreement to be executed as of the date first written above.

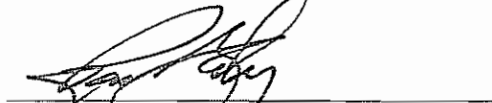
APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

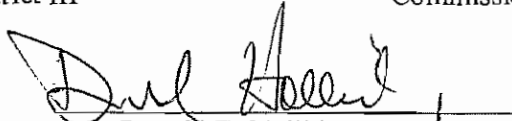
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA


Georgia Otero-Kirkham,
Chair, District II

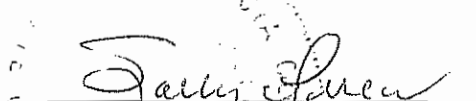

Mary J. Andersen
Vice-Chair, District I

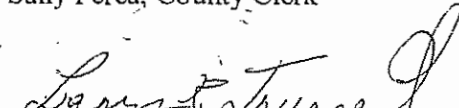

Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

Attest:

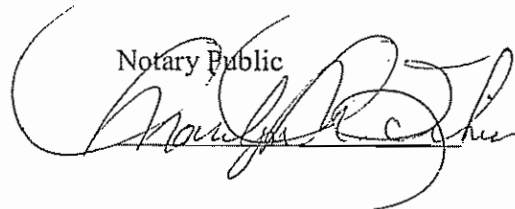

Sally Perea, County Clerk


Larry Trussel

Date: 6/15/11

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

This instrument was acknowledged before me this 15th day of June, 2011
by Larry Trussel.

Notary Public


My commission expires:
April 2013

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
06/03/2011 covering payroll process on the above date.

Direct Deposit Check 20430 thru direct deposit check# 20617 inclusive.

Deduction Check# 108627 thru deduction check# 108654 inclusive.

Payroll Check # 90222 thru payroll check # 90296 inclusive.

Listing total \$ 357,059.03

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
Wilma Abril, Finance Director

Done this 15th day of June, 2011

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero Kirkham
Georgia Otero Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice Chair

Donald E. Holliday
Donald E. Holliday, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner

ATTEST: Sally Perea

Sally Perea, County Clerk

(EXHIBIT I)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on June 1, 2011 covering vendor bills processed on the above date. Check # 108570 to #108624 inclusive, for the total of \$ 80,416.81.

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 Liza for Wilma
Wilma Abril, Director of Finance

Done this 15th 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 Centry
Ron Centry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT J)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on June 7, 2011 covering vendor bills processed on the above date. Check # 108656 to #108705 inclusive, for the total of \$ 65,748.36.

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 Lige for Wilma
Wilma Abril, Director of Finance

Done this 15th 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 K)

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 15th day of June 2011, by and between the Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Mr. Eric Zamora, hereinafter referred to as "Mr. Zamora."

WITNESSETH

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

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

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

Section 1 EMPLOYMENT

The County agrees to employ Mr. Zamora as the County Manager for Valencia County. Mr. Zamora accepts such employment on the terms and conditions contained in this Agreement. The term of this Agreement shall commence on July 1, 2011, and shall be valid for two years until June 30, 2013, unless sooner terminated as provided herein. The compensation and benefits as provided in Section 3 of this Agreement will be open for negotiation after completion of the first year of this Contract. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties. At any time during the term of this Agreement, Mr. Zamora shall have the option, in his sole discretion, to return to employment as the Valencia County Public Works Director.

Section 2 DUTIES

Mr. Zamora shall perform full-time professional services to the County in his capacity of County Manager, consistent with the provisions of this Agreement. Mr. Zamora shall at all times faithfully, industriously, and to the best of his ability, perform all such duties that may be required of him as County Manager, which include without limitation those duties detailed in NMSA 1978, § 4-38-19 (1973) and those duties as attached hereto as Exhibit "A". The county shall defend and indemnify Mr. Zamora from and against any and all claims or causes of action brought against Mr. Zamora and arising in connection with his duties hereunder.

The Board may evaluate Mr. Zamora' performance of his duties as County Manager annually in accordance with objective criteria enumerated in the Valencia County Personnel Rules and Regulations, Policy No. 401-01-2, as amended, or the most recently adopted personnel policy, and further in accordance with such other criteria as may be determined from time to time

by the Board in its sole discretion; however, that the Board shall furnish to Mr. Zamora a description of the aforesaid criteria at the beginning of each calendar year.

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

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

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

Section 3 COMPENSATION AND BENEFITS

The Board agrees to pay Mr. Zamora as County Manager a gross annual base salary (base salary) in an amount of eighty-five thousand dollars (\$85,000.00) in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement. The Board agrees to offer Mr. Zamora standard employee benefits afforded all employees which includes: annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Zamora agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be changed at any time. The County shall withhold from Mr. Zamora's base salary all required federal and state withholding taxes, as well as any required FICA contributions, and other statutorily mandated withholdings.

Section 4 VOLUNTARY TERMINATION

Mr. Zamora may terminate this Agreement by delivering, at least thirty (30) days prior to the anticipated date of termination, a written notice to the Board of his intent to terminate this Agreement. If he is requested to do so by the Board, Mr. Zamora shall continue under the terms of this Agreement to render his services on behalf of the Board to the date of termination.

Section 5 INVOLUNTARY TERMINATION

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

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

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Zamora in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Zamora's base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Zamora accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Zamora in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Zamora shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County shall apply to any involuntary termination of Mr. Zamora by the Board except upon the occurrence of one or more of the following events:
 - i. A determination by the Board that Mr. Zamora has intentionally engaged in illegal conduct;
 - ii. Conviction of Mr. Zamora of a crime punishable as a felony, or in the event Mr. Zamora enters a plea of no contest or no contest upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime;
 - iii. Engaging in any conduct which is unethical or immoral for a professional;
 - iv. Habitual or excessive use of intoxicants or drugs, or;
 - v. A breach by Mr. Zamora of Section 2 of this Agreement.

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

Section 6 OTHER PROVISIONS

- A. In the event of termination of this Agreement or Mr. Zamora's resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Zamora shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance evaluation, with the consent of both parties.

- C. Mr. Zamora shall not acquire nor continue any financial interest that directly affects his ability to carry out the duties of County Manager and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Zamora shall maintain his conduct at the highest standards.
- E. The Board shall provide Mr. Zamora with professional membership in organizations relating to his employment as County Manager as determined appropriate by the County Manager and as afforded other County employees, within budgetary limitations.

Section 7 NOTICES

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

Section 8 GOVERNING LAW

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

Section 9 CONTRACT AMENDMENT

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

Section 10 ENTIRE AGREEMENT

The parties hereto agree that this Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Agreement. No prior agreements or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable, including without limitation those certain agreements entered into by the parties on May 2, 2007.

Section 11 SAVINGS CLAUSE

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

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

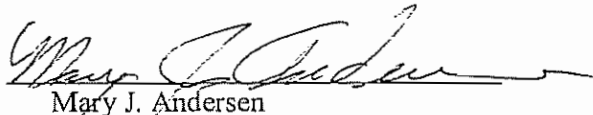
BOARD OF COUNTY COMMISSIONERS

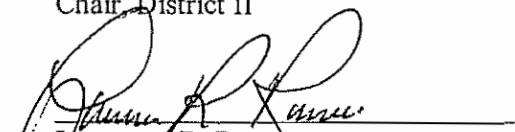
P.O. Box 1119 / 444 Luna Ave.
Los Lunas, NM 87031

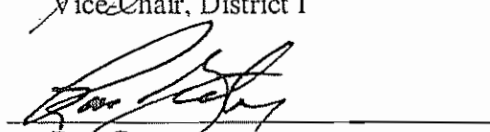
APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

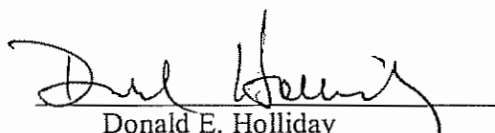
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA

 Georgia Otero-Kirkham,
Chair, District II

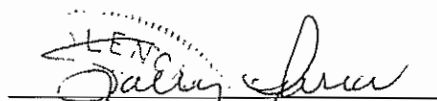
 Mary J. Andersen
Vice-Chair, District I

 Lawrence R. Romero
Commissioner, District III


 Rob Gentry
Commissioner, District IV

 Donald E. Holliday
Commissioner, District V

Attest:

 Sally Perea, County Clerk

NEW MEXICO


Eric Zamora, Manager

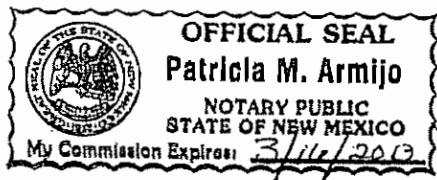
Date: 6-16-11

[illegible]

This instrument was acknowledged before me this 15th day of July, 2011 by Eric Zamora.

Notary Public
Patricia M. Dwyer

My commission expires: 3/11/2013



EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 15th day of June 2011, by and between Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Mr. Kenneth Griego, hereinafter referred to as "Mr. Griego"

WITNESSETH

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

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

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

SECTION 1 EMPLOYMENT

The County agrees to employ Mr. Griego as the Business Manager for Valencia County. Mr. Griego accepts such employment on the terms and conditions contained in this Agreement. The term of this Agreement shall commence on July 1, 2011 and shall be valid for one year until June 30, 2012, unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

SECTION 2 DUTIES

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

SECTION 3 COMPENSATION AND BENEFITS

The Board agrees to pay Mr. Griego as Business Manager a gross annual base salary (base salary) in an amount of fifty-five thousand dollars (\$55,000.00) in equal installments at

(EXHIBIT M)

Page 1 of 6

BOOK 71

PAGE 668

established County pay periods and exclusive of any other benefits provided for in this Agreement. The base salary may, in the sole discretion of the Board, be subject to annual Increases of up to ten percent (10%) based upon the performance by Mr. Griego of his duties as Business Manager. Mr. Griego shall serve as a Fair Labor Standards Act exempt employee.

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

The Board agrees to offer Mr. Griego standard employee benefits afforded all employees which includes; annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Griego agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be increased at any time. The County shall withhold from Mr. Griego base salary all required federal and state withholding taxes, as well as Mr. Griego's FICA contributions, and other statutorily mandated withholdings.

The following provisions of the Personnel Policy do not apply to Mr. Griego or his employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees;
- B. all provisions relating to compensation and overtime pay (i.e., Mr. Griego is a Fair Labor Standards Act exempt employee);

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

SECTION 4 VOLUNTARY TERMINATION

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

SECTION 5 INVOLUNTARY TERMINATION

The Board may terminate this Agreement by delivering to Mr. Griego a written notice of the Board's intent to terminate this Agreement, as determined by a minimum of a 3/5 vote of the Board.

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

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Griego in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Griego base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Griego accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Griego in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Griego shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County, Mr. Griego shall apply to any involuntary termination of Mr. Griego by the Board except upon the occurrence of one or more of the following events.
 - i. Expiration of this Agreement of June 30, 2012 (or the extended anniversary thereof); or
 - ii. A determination by the Board that Mr. Griego has intentionally engaged in illegal conduct; or
 - iii. Conviction of Mr. Griego of a crime punishable as a felony, or in the event Mr. Griego enters a plea of no contender upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime; or
 - iv. Engaging in any conduct which is unethical or immoral for a professional;
 - v. Habitual or excessive use of intoxicants or drugs; or
 - vi. A breach by Mr. Griego of Section 2 of this Agreement.
 - vii. A determination that by the Board that Mr. Griego has engaged in activity warranting just cause discipline pursuant to Section 7 of the Valencia County Personnel Policy No. 401-01-2 as amended.

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

SECTION 6 OTHER PROVISIONS

- A. In the event of termination of this Agreement or Mr. Griego resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Griego shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance, with the consent of both parties.
- C. Mr. Griego shall not acquired nor continue any financial interest that directly affects his ability to carry out the duties of Business Manager and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Griego shall maintain his conduct at the highest standards.
- E. The Board shall provide Mr. Griego with professional membership in organizations relating to his employment as Business Manager as determined appropriate b the Chairperson of the Board and as afforded other County employees, within budgetary limitations.

SECTION 7 NOTICES

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

SECTION 8 GOVERNING LAW

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

SECTION 9 CONTRACT AMENDEMENT

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

SECTION 10 ENTIRE AGREEMENT

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BOOK 71

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

**SECTION 11
SAVINGS CLAUSE**

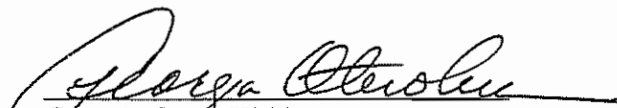
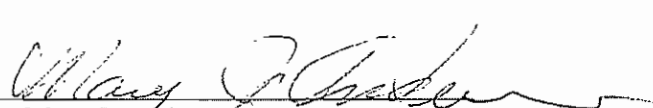
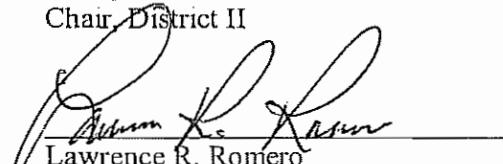
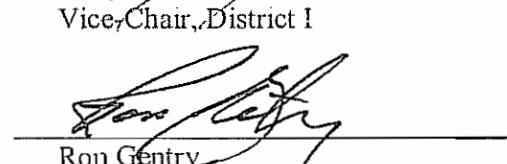
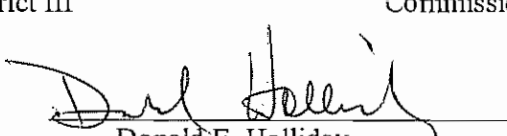
In the event that or more provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, then the remaining provisions of this Agreement shall nonetheless continue to be valid for enforceable by and between the parties.

IN WITNESS WHEREOF, the Board and Mr. Griego have each caused this Agreement to be executed as the date(s) written below.

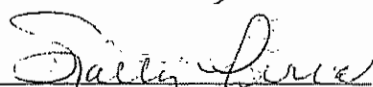
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1119/444 Luna Ave.
Los Lunas, NM 87031

APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA

 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

Kenneth Griego
Kenneth Griego, Business Manager

Date: 6-15-11

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

This instrument was acknowledged before me this 15th day of June, 2011 by
Kenneth Griego.

Notary Public

[Signature]

My commission expires:

April 6, 2013

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 15th day of June 2011, by and between Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Mr. Ruben Chavez, hereinafter referred to as "Mr. Chavez".

WITNESSETH

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

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

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

SECTION 1 EMPLOYMENT

The County agrees to employ Mr. Chavez as the Code Enforcement Director for Valencia County. Mr. Chavez accepts such employment on the terms and conditions contained in this Agreement. The term of this Agreement shall commence on July 1, 2011 and shall be valid for one year until June 30, 2012, unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

SECTION 2 DUTIES

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

SECTION 3 COMPENSATION AND BENEFITS

The Board agrees to pay Mr. Chavez as Code Enforcement Director a gross annual base salary (base salary) in an amount of fifty-five thousand dollars (\$51,000.00) in equal installments

(EXHIBIT N)

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BOOK 71

PAGE 674

at established County pay periods and exclusive of any other benefits provided for in this Agreement. The base salary may, in the sole discretion of the Board, be subject to annual Increases of up to ten percent (10%) based upon the performance by Mr. Chavez of his duties as Code Enforcement Director. Mr. Chavez shall serve as a Fair Labor Standards Act exempt employee.

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

The Board agrees to offer Mr. Chavez standard employee benefits afforded all employees which includes; annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Chavez agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be increased at any time. The County shall withhold from Mr. Chavez base salary all required federal and state withholding taxes, as well as Mr. Chavez's FICA contributions, and other statutorily mandated withholdings.

The following provisions of the Personnel Policy do not apply to Mr. Chavez or his employment with the County:

- A. all provisions related to termination and grievance procedures afforded to County Employees;
- B. all provisions relating to compensation and overtime pay (i.e., Mr. Chavez is a Fair Labor Standards Act exempt employee);

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

**SECTION 4
VOLUNTARY TERMINATION**

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

**SECTION 5
INVOLUNTARY TERMINATION**

The Board may terminate this Agreement by delivering to Mr. Chavez a written notice of the Board's intent to terminate this Agreement, as determined by a minimum of a 3/5 vote of the Board.

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

- A. Within ten (10) business days from and after the date on which termination becomes effective, the County shall pay to Mr. Chavez in a single payment an amount equal to a sum of the amounts allocated for two (2) months under this Agreement for Mr. Chavez base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Chavez accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Chavez in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Chavez shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County, Mr. Chavez shall apply to any involuntary termination of Mr. Chavez by the Board except upon the occurrence of one or more of the following events.
 - i. Expiration of this Agreement of June 30, 2011 (or the extended anniversary thereof); or
 - ii. A determination by the Board that Mr. Chavez has intentionally engaged in illegal conduct; or
 - iii. Conviction of Mr. Chavez of a crime punishable as a felony, or in the event Mr. Chavez enters a plea of no contender upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime; or
 - iv. Engaging in any conduct which is unethical or immoral for a professional;
 - v. Habitual or excessive use of intoxicants or drugs; or
 - vi. A breach by Mr. Chavez of Section 2 of this Agreement.
 - vii. A determination that by the Board that Mr. Chavez has engaged in activity warranting just cause discipline pursuant to Section 7 of the Valencia County Personnel Policy No. 401-01-2 as amended.

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

SECTION 6

Page 3 of 6

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PAGE 675

OTHER PROVISIONS

- A. In the event of termination of this Agreement or Mr. Chavez resignation, the parties hereby agree that all County property and all finished or unfinished County documents and property held by Mr. Chavez shall immediately be tendered and delivered to the County as its property.
- B. This Agreement is subject to modification, if changes are determined necessary upon performance, with the consent of both parties.
- C. Mr. Chavez shall not acquired nor continue any financial interest that directly affects his ability to carry out the duties of Code Enforcement Director and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Chavez shall maintain his conduct at the highest standards.
- E. The Board shall provide Mr. Chavez with professional membership in organizations relating to his employment as Code Enforcement Director as determined appropriate b the Chairperson of the Board and as afforded other County employees, within budgetary limitations.

SECTION 7 NOTICES

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

SECTION 8 GOVERNING LAW

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

SECTION 9 CONTRACT AMENDEMENT

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

SECTION 10 ENTIRE AGREEMENT

Page 4 of 6

BOOK 71 PAGE 677

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

**SECTION 11
SAVINGS CLAUSE**

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

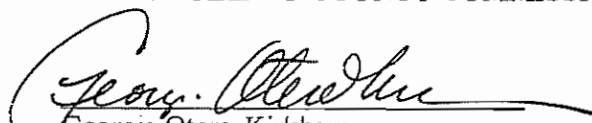
IN WITNESS WHEREOF, the Board and Mr. Chavez have each caused this Agreement to be executed as the date(s) written below.

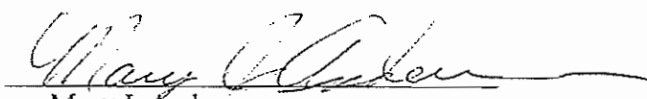
BOARD OF COUNTY COMMISSIONERS

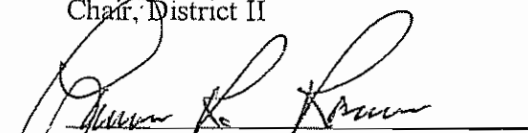
P.O. Box 1119/444 Luna Ave.
Los Lunas, NM 87031


APPROVED, ADOPTED, AND PASSED on this 15th day of June, 2011.

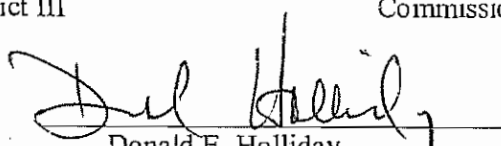
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA


Georgia Otero-Kirkham,
Chair, District II

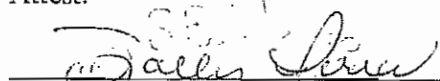

Mary J. Andersen
Vice-Chair, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

Attest:


Sally Perea, County Clerk

Ruben Chavez, Code Enforcement Director

Date: 6-18-11

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

This instrument was acknowledged before me this 15th day of June, 2011 by Ruben Chavez.

Notary Public
Donald E. Baker

My commission expires: April 6, 2013