

AMENDED

August 3, 2011
Agenda
2:00 P.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: July 20, 2011 - Business Meeting

Georgia Otero-Kirkham

PRESENTATION(S)

- 5) PNM to Meadowlake Fire Department

DISCUSSION (Non-Action) ITEM(S)

- 6) Directors Reports: **Joe Chavez**
- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

Accept Findings of Fact and Conclusions of Law:

- 8) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to amend the zoning map from RR-2 to C-2 on the subject property defined as: T7N, R2E, Section 26, Map 75; NMPM; Lands of Unit P LLC & Bobson's LLC; Tract 3; Zoned RR-1; Filed in Book 362, Page 16222; of the Office of the Valencia County Clerk: **Jacobo Martinez**
- 9) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to amend the zoning map from PRO to C-1 on the subject property defined as: T5N, R2E, Section 15; NMPM, Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk is hereby granted by a vote of 4-0: **Jacobo Martinez**
- 10) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to amend the zoning map from PRO to SR on the subject property defined as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk is hereby granted by a vote of 4-0: **Jacobo Martinez**
- 11) Consideration of Resolution 2011-___, Resolution to Suspend, Repeal and Return the Hospital Mill Levy Funds to Valencia County Taxpayers: **Commissioner Ron Gentry**
- 12) Consideration of Joint Powers Agreement between the Village of Bosque Farms and VCDC: **Joe Chavez**
- 13) Consideration of Joint Powers Agreement between the City of Belen and VCDC: **Joe Chavez**
- 14) Consideration of the Senior Employment Program Contract: **Kenny Griego**
- 15) Non-Metro Area Agency on Aging Vendor Agreement No. 2; consideration of revised North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Vendor Agreement: **Kenny Griego**
- 16) Consideration of Resolution 2011-___, Supporting the Merger of the Socorro County Housing Authority and the Village of Los Lunas Housing Authority, Redefining Geographical Boundary and Approval of the Transfer of the ACC to the El Camino Real Housing Authority: **Kenny Griego**
- 17) Consideration of Cooperation Agreement between Valencia County and the El Camino Real Housing Authority: **Kenny Griego**

18) Consideration of Notice of Award of a Congressional Appropriation to Valencia County IT Program: **Kenny Griego**

FINANCIAL MATTERS:

19) Consideration of Approval: Payroll / Warrants: **Kenny Griego**

PUBLIC COMMENT:

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

EXECUTIVE SESSION:

Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a. limited personnel matters; b. pending or threatened litigation **FOP Contract**; c. other specific limited topics that are allowed or authorized under the stated statute.

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

NEXT COMMISSION MEETING:

- ♦ August 10, 2011 - Regular Public Hearing Meeting @ 5:00 P.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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BOOK 71

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VALENCIA COUNTY BOARD OF COMMISSIONERS

REGULAR BUSINESS MEETING

AUGUST 3, 2011

PRESENT	
Georgia Otero-Kirkham, Madam Chair	
Mary J. Andersen, Vice-Chair	
Lawrence R. Romero, Member	
Ron Gentry, Member	
Donald E. Holliday, Member	
Eric Zamora, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Sally Perea, County Clerk	
Press and Public	

1) The meeting was called to order by Madam Chair Otero-Kirkham at 2:00 P.M.

2) Madam Chair Otero-Kirkham led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Holliday made a motion to approve the agenda.

County Manager Eric Zamora requested removal of item (5) and placing it on the agenda for August 17th.

Commissioner Andersen made a motion to table item (11).

Commissioner Gentry said he had placed this issue on the agenda and was extremely out of place for another commissioner to take it off the table without being able to discuss the issue.

Because of the fact that she had received the legal opinion prepared by their attorneys just an hour before the meeting, Commissioner Andersen needed more time to look at it to make a reasonable decision. Commissioner Gentry objected and said this is another stall tactic not to place this before the commission and feels that timing is of the essence on this which is one of the largest projects and the highest tax collection in the history of this county.

Madam Chair seconded Commissioner Andersen's motion to table item (11). Motion carried 3-2. Commissioners Gentry voted no. Commissioner Romero voting no.

Madam Chair said she would not like to see the mill levy repealed, she'd like to see it move forward and the commission sit down and iron out their differences and get the hospital moving but she's not sure suspending the mill levy will do it and according to the attorneys, it's illegal to do it. Commissioner Romero said if that's going to be the case he would change his no vote even though you've got it anyway. He suggested that the commission mediate with the health commons board and get things straightened out, not ax anything.

Commissioner Holliday amended his motion to read removing items (5) and (11). Seconded by Commissioner Andersen. Motion carried.

4) Approval of Minutes: July 20, 2011 Business Meeting

Commissioner Holliday moved for approval of the minutes of July 20, 2011 Business Meeting. Seconded by Madam Chair. Motion carried unanimously.

PRESENTATION(S)

5) PNM to Meadowlake Fire Department
Tabled

DISCUSSION (Non Action) ITEMS(S)

6) Directors Reports: Joe Chavez

Valencia County Adult Detention Center Warden Joe Chavez gave a brief overview of the status of the medical department in the detention center and how well they are doing. Since changing from Boswell to the Valencia Family Medical and utilizing their pharmacy and purchasing from them through Share and Care and in comparing three months in 2010 to three months in 2011 there was a saving of \$8200 in pharmacy alone. He has 22 inmates out of the county at a rate of \$65 per day not including medical care and mental health care. Commissioner Andersen thanked Mr. Chavez for a job well done.

7) Reports from Manager, Commissions, Boards & Committee

Commissioner Andersen reported taking the rail tour that BNSF (Burlington Northern Santa Fe) had offered and extended an invitation to all the commissioners. This tour was from Rio Bravo to the end of the line, not quite to Mountainair and through the new construction at Abo Canyon. It was a wonderful trip and is an absolute phenomenal feat of engineering and the project was more than ten years in the planning and building. The railroad spent \$85 million building the double track through five miles of Abo Canyon. They did a lot of local hiring and the phenomenal fact that she learned was that BNSF transports enough trailers on their railroad cars to equal what would be 35 million semi trucks a year through the state of New Mexico. That's 35 million trucks that are taken off the road which is a saving to damage to the highways and bad emissions.

County Manager Eric Zamora introduced the county's new staff member, Emergency Operations Manager Glenda Chavez. Ms. Chavez grant writing abilities are very impressive and has been very successful in acquiring funds from different sources and her abilities will be used in that regard for many different aspects of county government. The PNM lights at Manzano Express and North Rio Del Oro were scheduled and PNM is scheduled to be out next week to install the lights.

There will be a meeting next Tuesday August 9th at 7:00 P.M. with the El Cerro Community Group. Mr. Zamora and County Planner Jacobo Martinez will be attending and look forward to meeting with the group.

Mr. Zamora will meet with representatives from Isleta regarding the southern boundary issues along Fence Line Road to discuss potential impact to residents should Isleta Pueblo claim their tribal lands at least according to their survey. He had received information from Meadow Lake residents and wants to share that information with Isleta surveyors to help in the coordination effort.

Mr. Zamora has attempted to coordinate with FEMA on the flood plain issues but due to various state and federal officials being on vacation this time of the year it has been difficult to schedule a meeting. A tentative meeting is set for next week with a few individuals attending via telephone and hope to re-evaluate the FEMA flood mapping that occurred recently.

The Environmental Protection Agency is considering the Albuquerque Metropolitan area for a regional permit for storm water runoff. That regional permit will affect the water shed and Valencia County may be included in that water shed study. If we are, the potential impact to the county would be that the county will fall under very severe and strict EPA guidelines when it comes to storm water run off. Mr. Zamora will give an update at a future meeting.

On the Manzano Express design, Mr. Zamora has been working with DOT (Department of Transportation) officials, met with a contract specialist last week with regard to the level of design that is going to be required by federal highway administration in expending those funds. The proposed price is a lot higher then expected and will continue to work with other engineers to see if the price can be reduced.

A New Mexico Association of Counties will hold an executive board meeting tomorrow here in Los Lunas. There will be some activities held in the evening at the transportation center.

On August 12th Mr. Zamora will be hosting the Detention Committee. This is a state committee meeting with state officials, members of the administrative office of the courts and various county and local elected officials. This is the group that meets to evaluate the impact of the state regulations on counties when it comes to housing prisoners. They're working to reduce the impact to counties and their budgets.

On schedule is the on going project to include speed humps around Valencia Elementary School.

Valencia County has been declared a drought area. Affected farmers and ranchers are eligible for aide and can contact Mr. Zamora's office for further information.

Mr. Zamora attended a meeting in which the representatives of the New Mexico Partnership, an economic development entity sponsored by the state met with local officials. They were surprised that they had no information about Valencia County and Mr. Zamora will be working with Mr. Martinez to supply them with available properties and zoning of appropriate properties for potential clients to build a data base. New Mexico has not budgeted money this year for economic development.

The new county website is online which will allow the county to post information easier and will allow for more information to be placed in a quicker manner. Mr. Zamora thanked Mr. Lawrence Esquibel and his IT staff.

ACTION ITEM(S)

Accept Findings of Fact and Conclusions of Law:

Minutes of August 3, 2011 Regular Business Meeting

8) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to Amend the Zoning Map from RR-2 to C-2 on the Subject property Defined as: T7n, R2E, Section 26, Map 75; NMPM; Lands of Unit P LLC & Bobson's LLC, Tract 3, Zoned RR-1, Filed in Book 362, Page 16222, of the Office of the Valencia County Clerk- Jacobo Martinez.

Commissioner Holliday moved for approval. Seconded by Madam Chair. Motion carried unanimously. (SEE EXHIBIT A)

9) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to amend the Zoning Map from PRO to C-1 on the Subject Property Defined as: T5N, R2E, Section 15, NMPM, Enchanted Mesa, Unit 4, Block 1 Lot B, Zoned PRO; Filed in Book 364, Page 6241 of the Office of the Valencia County Clerk is here by Granted by a vote of 4-0- Jacobo Martinez.

Commissioner Romero moved for approval. Seconded by Commissioner Gentry. Motion carried unanimously. (SEE EXHIBIT B)

10) Consideration of Findings of Facts and Conclusions of Law for a Quasi-Judicial District Change to Amend the Zoning Map from PRO to SR on the Subject Property Defined as: T5N, R2E, Section 15; NMPM, Enchanted Mesa, Unit 4, Blk 1 Lot B, Zoned PRO, Filed in Book 364, Page 6241 of the Office of the Valencia County Clerk is hereby granted by a vote of 4-0-Jacobo Martinez.

Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT C)

11) Consideration Resolution 2011-__, Resolution to Suspend, Repeal and Return the Hospital Mill Levy Funds to Valencia County Taxpayers-Commissioner Ron Gentry. Tabled

12) Consideration of Joint Powers Agreement between the Village of Bosque Farms and VCDC-Joe Chavez.

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

13) Consideration of Joint Powers Agreement Between the City of Belen and VCDC - Joe Chavez.

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

14) Consideration of the Senior Employment Program Contract-Kenny Griego.

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

15) Non-Metro Area Agency on Aging Vendor Agreement No. 2; Consideration of Revised North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Vendor Agreement - Kenny Griego

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

16) Consideration of Resolution 2011-37, Supporting the Merger of the Socorro County Housing Authority and the Village of Los Lunas Housing Authority, Redefining Geographical Boundary and Approval of the Transfer of the ACC to the El Camino Real Housing Authority - Kenny Griego.

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

County Clerk Sally Perea announced Resolution 2011-37. (SEE EXHIBIT H)

17) Consideration of Cooperation Agreement between Valencia County and the El Camino Real Housing Authority - Kenny Griego.

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (SEE EXHIBIT I)

18) Consideration of Notice of Award of a Congressional Appropriation to Valencia County IT Program - Kenny Griego.

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

FINANCIAL MATTERS:

Minutes of August 3, 2011 Regular Business Meeting

19) Consideration of Approval of Payroll / Warrants – Kenny Griego

Commissioner Holliday moved for approval of payroll / warrants. Seconded by Commissioner Andersen. Motion carried unanimously. (SEE EXHIBITS K,L,M & N)

PUBLIC COMMENTS:

Those members of the audience making comments at today's Business Meeting were Mary Wood, Sue Moran, Mike Wood and Pedro Rael.

EXECUTIVE SESSION- Pursuant to Section 10-15-1 NMSA 1978, the following matters may be discussed in closed session: a.) limited personnel matters; b). pending or threatened litigation FOP Contract and c.) other specific limited topics that are allowed or authorized under the stated statute.

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

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to the FOP Union Contract under pending or threatened litigation and collective bargaining and no final action was taken.

Commissioner Holliday moved to approve the matters discussed in executive session as stated by Attorney Nance. Seconded by Commissioner Romero. Roll call vote. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Gentry voted yes. Commissioner Holliday voted yes. Madam Chair voted yes. Motion carried 5-0.

The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on August 10, 2011 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

Before adjourning Commissioner Gentry addressed the issue of whether or not to have the county manager contact Lovelace and the Health Commons to set up a meeting. He suggested that Commissioner Romero and Madam Chair work with them.

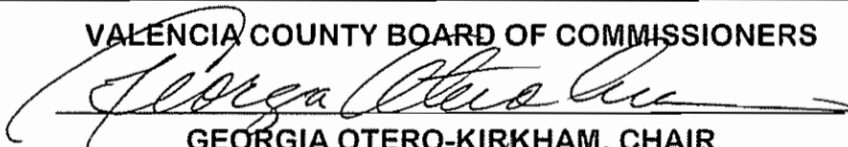
Madam Chair said she contact Mr. Davey to discuss scheduling a meeting and would let everyone know.

11) Adjournment: 3:44 PM

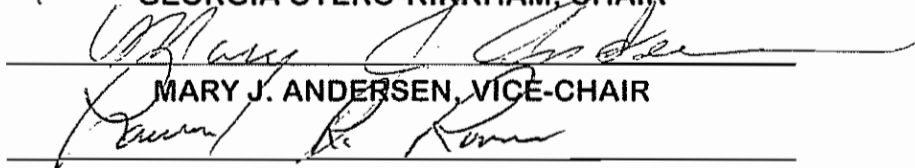
Commissioner Holliday moved for adjournment. Seconded by Madam Chair . Motion carried.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the August 3, 2011 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

VALENCIA COUNTY BOARD OF COMMISSIONERS



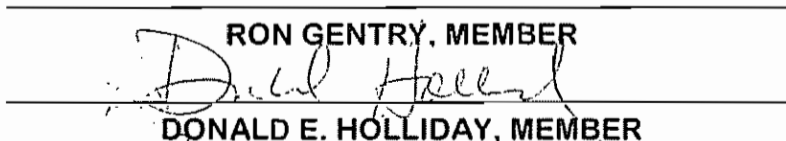
GEORGIA OTERO-KIRKHAM, CHAIR



MARY J. ANDERSEN, VICE-CHAIR



LAWRENCE R. ROMERO, MEMBER

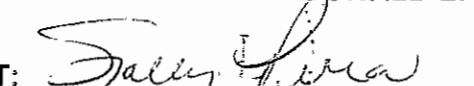


RON GENTRY, MEMBER

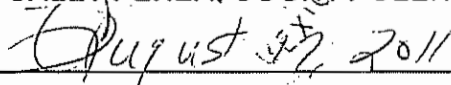


DONALD E. HOLLIDAY, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK

DATE:


August 3, 2011

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 Unit P LLC &
Bobson's LLC

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 13, 2011, and was held pursuant to the applicants Robert Becker 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: T7N, R2E, Section 26, Map 75; NMPM; Lands of Unit P LLC & Bobson's LLC; Tract 3; Zoned RR-1; Filed in Book 362, Page 16222; of the Office of the Valencia County Clerk.

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 July 20, 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: T7N, R2E, Section 26, Map 75; NMPM; Lands of Unit P LLC & Bobson's LLC; Tract 3; Zoned RR-1; Filed in Book 362, Page 16222; of the Office of the Valencia County Clerk.
3. Approval of the application will result in community commercial activity.
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 community commercial activity.
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 May 25, 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 proposed zone change was appropriate considering the surrounding land uses and changes in the area.
12. The Planning and Zoning Commission found the the proposed zone change is consistent with the goals, policies and other applicable provisions of the comprehensive plan.
13. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
14. The Board of County Commissioners held a Public Hearing on this request on July 13, 2011. After hearing testimony from the applicant and taking public comments on the

(EXHIBIT A)

matter, the Board of County Commissioners voted 5-0 to approve this request on July 20, 2011.

15. The subject property is located near property that is zoned C-2.
16. The pattern of development in the area includes commercial uses.
17. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

Conclusions of Law

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

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

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

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

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

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

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

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

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

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

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

K. Economic Development Goal P of the Comprehensive Plan encourages the County to "strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

L. Future development patterns and activity centers encourages the County to accommodate anticipated growth through the development of activity centers. Activity centers are "distinctive areas which would be allowed to attract intensive development with the County's support and assistance."

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

Decision

IT IS, THEREFORE, ORDERED that the zone change from Rural Residential (RR-2) zoning designation to a Community Commercial (C-2) zoning designation. This zone change is requested by applicant Robert Becker in his application to Amend the Zoning Map on the property commonly described as: T7N, R2E, Section 26, Map 75; NMPM; Lands of Unit P LLC & Bobson's LLC; Tract 3; Zoned RR-1; Filed in Book 362, Page 16222; of the Office of the Valencia County Clerk is hereby granted by a vote of 5-0.

Reference to Document: (ZC11_005) Zone Change from RR-2 to C-2 made by applicant Robert Becker.

Approved and passed 3rd of August 2011, by the Board of County Commissioners of Valencia County.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY


P.O. Box 1119 / 444 Luna Ave

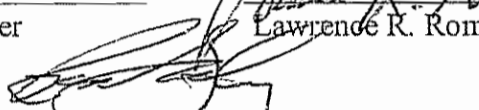
Los Lunas, NM 87031


Georgia Otero-Kirkham, Chair

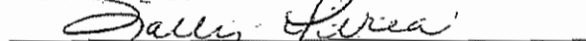

Mary J. Andersen, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST BY:


Sally Perea, County Clerk

Date: 8-3-2011

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from PRO to C-1, Valencia County, New
Mexico, application by Las Margaritas LLC.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 13, 2011, and was held pursuant to the applicant Mark Snapp application to Amend the Zoning Map from a Parks, Recreation, Open Space (PRO) zoning designation to a Neighborhood Commercial (C-1) zoning designation on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk.

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 July 20, 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 Parks, Recreation, Open Space (PRO) zoning designation to a Neighborhood Commercial (C-1) zoning designation on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk.
3. Approval of the application will result in general or professional offices.
4. The property for which the zone change is requested has a Parks, Recreation, Open Space (PRO)
5. The purpose of the PRO District is to accommodate the immediate foreseeable demand for public parks and recreation and open space in designated areas inside or outside suburban growth boundaries to serve local and regional residents needs as identified in the comprehensive plan.
6. The proposed use is not permitted in the Parks, Recreation, Open Space (PRO)
7. The purpose of the C-1 District is to provide limited convenience commercial services for a specific residential market area.
8. The proposed use is for general or professional offices.
9. The proposed use is a Permitted Use in the Neighborhood Commercial (C-1) zoning district.
10. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on May 25, 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 proposed zone change was appropriate considering the surrounding land uses and changes in the area.
12. The Planning and Zoning Commission found the the proposed zone change is consistent with the goals, policies and other applicable provisions of the comprehensive plan.
13. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
14. The Board of County Commissioners held a Public Hearing on this request on July 13, 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 July 20, 2011.

15. The subject property is located near property that is zoned Suburban Residential and Neighborhood Commercial.
16. The pattern of development in the area includes residential and commercial uses.
17. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

Conclusions of Law

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

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

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

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

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

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

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

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

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

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

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

K. Economic Development Goal P of the Comprehensive Plan encourages the County to "strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

L. Future development patterns and activity centers encourages the County to accommodate anticipated growth through the development of activity centers. Activity centers are "distinctive areas which would be allowed to attract intensive development with the County's support and assistance."

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

Decision

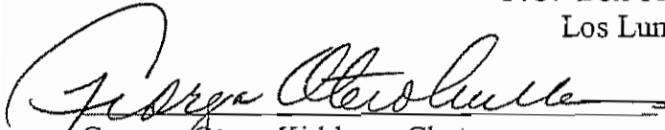
IT IS, THEREFORE, ORDERED that the zone change from Parks, Recreation, and Open Space (PRO) zoning designation to a Community Commercial (C-1) zoning designation. This zone change is requested by applicants Las Margaritas LLC in their application to Amend the Zoning Map on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk is hereby granted by a vote of 5-0.

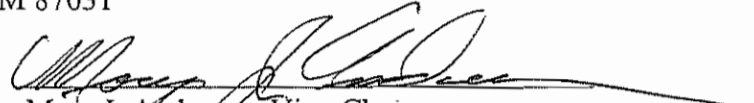
Reference to Document: (ZC11_006_1) Zone Change from PRO to C-1 made by applicant Las Margaritas LLC.

Approved and passed 3rd of August 2011, by the Board of County Commissioners of Valencia County.

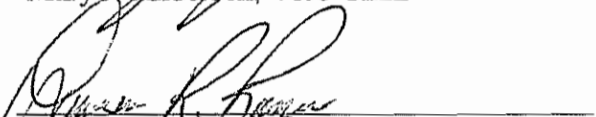
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

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



Georgia Otero-Kirkham, Chair


Mary I. Andersen, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST BY:

Sally Perea, County Clerk
Date: 8-3-2011

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from PRO to S-R, Valencia County, New
Mexico, application by Las Margaritas LLC.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County ("the Board") on July 13, 2011, and was held pursuant to the applicant Mark Snapp application to Amend the Zoning Map from a Parks, Recreation, Open Space (PRO) zoning designation to a Suburban Residential (S-R) zoning designation on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk.

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 July 20, 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 Parks, Recreation, Open Space (PRO) zoning designation to a Suburban Residential (S-R) zoning designation on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk.
3. Approval of the application will result in single family residential homes.
4. The property for which the zone change is requested has a Parks, Recreation, Open Space (PRO)
5. The purpose of the PRO District is to accommodate the immediate foreseeable demand for public parks and recreation and open space in designated areas inside or outside suburban growth boundaries to serve local and regional residents needs as identified in the comprehensive plan.
6. The proposed use is not permitted in the Parks, Recreation, Open Space (PRO)
7. The purpose of the Suburban Residential (SR) zoning district is to provide for medium density suburban residential development on selected lands identified for medium density residential use in the comprehensive plan.
8. The proposed use is for single family residential homes.
9. The proposed use is a Permitted Use in the Suburban Residential (SR) zoning district.
10. The Planning and Zoning Commission heard this request at the monthly P&Z hearing on May 25, 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 proposed zone change was appropriate considering the surrounding land uses and changes in the area.
12. The Planning and Zoning Commission found the the proposed zone change is consistent with the goals, policies and other applicable provisions of the comprehensive plan.
13. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in part.
14. The Board of County Commissioners held a Public Hearing on this request on July 13, 2011. After hearing testimony from the applicant and taking public comments on the

(EXHIBIT C)

matter, the Board of County Commissioners voted 5-0 to approve this request on July 20, 2011.

15. The subject property is located near property that is zoned Suburban Residential.
16. The pattern of development in the area includes residential and commercial uses.
17. The findings made by the Board are each independent reasons for the decision of the Board in conditionally approving the zone change.

Conclusions of Law

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

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

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

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

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

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

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

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

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

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

J. Land Use and Housing Development Goal A of the Comprehensive Plan encourages the County to "guide development in a manner that balances the patterns of urban development with the rural character and natural resources of the County."

K. Economic Development Goal P of the Comprehensive Plan encourages the County to "strengthen the economic base of the County, expand employment opportunities, and improve local workforce skills and abilities."

L. Future development patterns and activity centers encourages the County to accommodate anticipated growth through the development of activity centers. Activity centers are "distinctive areas which would be allowed to attract intensive development with the County's support and assistance."

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

Decision

IT IS, THEREFORE, ORDERED that the zone change from Parks, Recreation, and Open Space (PRO) zoning designation to a Suburban Residential (SR) zoning designation. This zone change is requested by applicants Las Margaritas LLC in their application to Amend the Zoning Map on the property commonly described as: T5N, R2E, Section 15; NMPM; Enchanted Mesa, Unit 4, Block 1 Lot B; Zoned PRO; Filed in Book 364, Page 6241; of the Office of the Valencia County Clerk is hereby granted by a vote of 5-0.

Reference to Document: (ZC11_006) Zone Change from PRO to SR made by applicant Las Margaritas LLC.

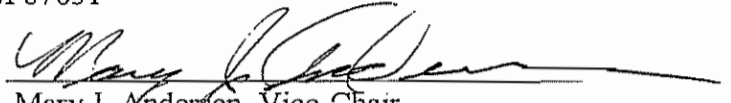
Approved and passed 3rd of August 2011, by the Board of County Commissioners of Valencia County.

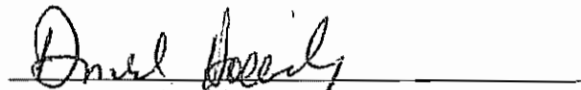
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119 / 444 Luna Ave

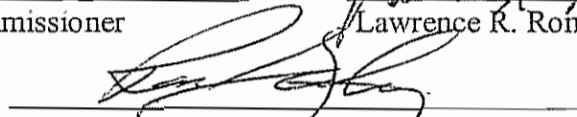
Los Lunas, NM 87031


Georgia Otero-Kirkham, Chair

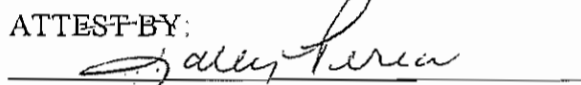

Mary J. Andersen, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST-BY:


Sally Perea, County Clerk

Date: 8-3-2011

AGREEMENT
BETWEEN VALENCIA COUNTY
AND THE VILLAGE OF BOSQUE FARMS

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

THIS AGREEMENT is made and entered into the 3rd day of August 2011 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and Village of Bosque Farms, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

RECITALS

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

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

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

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

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

(EXHIBIT D)

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

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

1. Scope of Responsibilities.

A.

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

ii. The Municipality will pay the County the sum of seventy dollars (\$70.00) per day or any fraction thereof for each Municipal Detainee confined at the Detention Center based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight). A finance charge of 1 1/2 % will be charged on any invoices outstanding over thirty (30) days.

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

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

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

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

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

non-Valencia County detention facility. The Detention Center Warden will immediately inform the Municipality of the need to transport the Municipality's inmate(s) pursuant to this provision.

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

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

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

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

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

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

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

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

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

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

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

8. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County and the Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act,' Sections 41-4-1, et. seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement, Any liability incurred by the County and/or the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-44, et. sec, NMSA 1978 as amended.

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

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

- To the County: Joe Chavez, Warden, P.O. Box 1119, Los Lunas, NM 87031
- To the Municipality: Wayne Ake, Mayor, P.O. Box 660, Bosque Farms, NM 87068

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

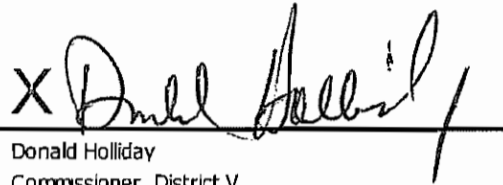
IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

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

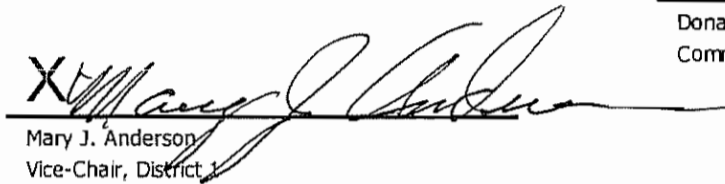
APPROVED, ADOPTED, AND PASSED on this 3rd day of August, 2011.

X 

Georgia Otero Kirkham,
Chair, District II

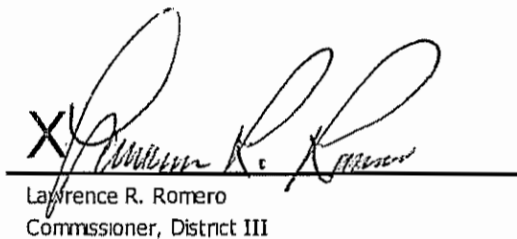
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Donald Holliday
Commissioner, District V

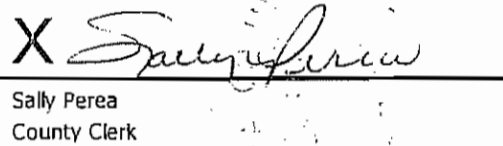
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Mary J. Anderson
Vice-Chair, District I

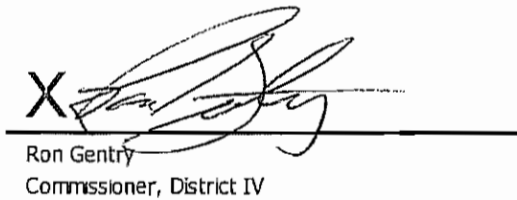
ATTEST:

X 

Lawrence R. Romero
Commissioner, District III

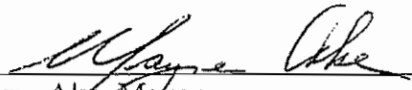
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Sally Perea
County Clerk

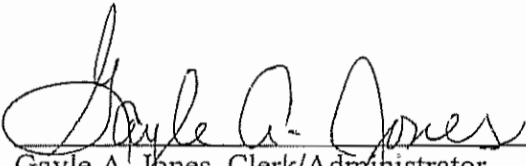
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Ron Gentry
Commissioner, District IV

VILLAGE OF BOSQUE FARMS


Wayne Ake, Mayor

ATTEST:


Gayle A. Jones, Clerk/Administrator



**AGREEMENT
BETWEEN VALENCIA COUNTY
AND THE CITY OF BELEN**

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

THIS AGREEMENT is made and entered into the 3rd day of August, 2011 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and City of Belen, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

RECITALS

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

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

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

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

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

(EXHIBIT E)

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

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

1. Scope of Responsibilities.

A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Municipality: Rudy Jaramillo, Mayor, 100 S. Main St., Belen, NM 87002

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


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

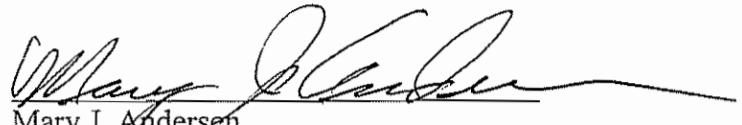
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

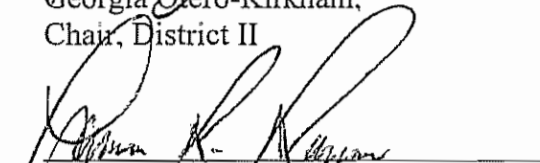
P.O. Box 1119 / 444 Luna Ave.

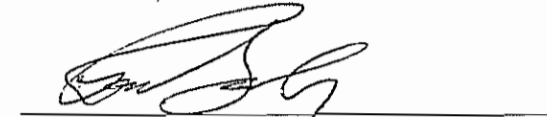
Los Lunas, NM 87031


APPROVED, ADOPTED, AND PASSED on this 3rd day of August, 2011.


Georgia Otero-Kirkham,
Chair, District II

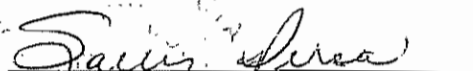

Mary J. Andersen
Vice-Chair, District I


Lawrence R. Romero
Commissioner, District III


Ron Gentry
Commissioner, District IV


Donald E. Holliday
Commissioner, District V

Attest:


Sally Perea, County Clerk

CITY OF BELEN

By: Ruby Jaramil / mayor

Date: 6/14/11

ATTEST BY:

Mary Ray Barr
Clerk

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

**Senior Employment Program
CONTRACT**

This Agreement is made and entered into this **1st day of July, 2011** by and between the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging, hereinafter referred to as the "NCNMEDD/ Non-Metro Area Agency on Aging" and **Valencia County**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor will administer a State Funded Senior Employment Program following established New Mexico Aging & Long Term Services Department (ALTSD) and NCNMEDD, Non-Metro Area Agency on Aging Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Contractor will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act Section 518 Paragraphs (3) and (4) as implemented at 20 CFR Part 641 (as amended). Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized by NCNMEDD/Non –Metro Area Agency on Aging.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will also offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave. Annual and sick leave accrual rates must be at least at the rate approved in the NCNMEDD/Non-Metro Area Agency on Aging Employment Program Guidelines. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked. A maximum of 40 hours annual leave can be accrued or carried over into another fiscal year. A maximum of 120 hours of sick leave can be accrued or carried over into another fiscal year.

(EXHIBIT F)

- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for 3 half-time positions during the contract period beginning July 1, 2011.
- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the NCNMEDD/Non-Metro Area Agency on Aging.
- H. The Contractor will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the NCNMEDD/Non-Metro Area Agency on Aging. **Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, annual and sick leave accruals by enrollee will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the NCNMEDD/Non-Metro Area Agency on Aging.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will employ and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor will report all on-the-job accidents by calling NCNMEDD /Non-Metro Area Agency on Aging within twenty-four (24) hours. Complete a workers compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will encourage each enrollee to undergo a brief medical examination yearly. A completed physical exam report form or waiver of that examination must be submitted to the NCNMEDD/ Non-Metro Area Agency on Aging. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September depending

on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the enrollee, if necessary, to make arrangements for the examination.

- N. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- O. The Contractor will ensure supervisors and necessary staff as determined by NCNMEDD/Non-Metro Area Agency on Aging are available for annual on-site assessment and monitoring visits conducted by the NCNMEDD Non-Metro Area Agency on Aging .
- P. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour without prior approval from NCNMEDD/Non-Metro Area Agency on Aging and NMALTSO.
- R. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- T. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- U. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2012 to NCNMEDD/Non-Metro Area Agency on Aging for review and approval.
- V. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- W. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- X. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- Y. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Z. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.

- AA. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- BB. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- CC. The Contractor will notify the NCNMEDD/ Non-Metro Area Agency on Aging of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.
- DD. The Contractor will cooperate and coordinate with NCNMEDD /Non-Metro Area Agency on Aging regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.
- EE. The Contractor will support the Enrollee Bill of Rights, which is incorporated into this agreement by reference.
- FF. The Contractor will immediately notify the NCNMEDD/Non-Metro Area Agency on Aging Senior Employment Manager of any enrollee resignations, terminations, or vacancies.

To assist the Contractor, the NCNMEDD/Non-Metro Area Agency on Aging will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- E. Re-certify the eligibility of all enrollees on an annual basis.
- F. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- G. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

2. Compensation and Method of Payment

The NCNMEDD Non-Metro Area Agency on Aging will compensate the Contractor an amount not to exceed (\$26,043) for the provision of services.

Payment will be made as follows:

A. General Appropriations Act: The NCNMEDD/Non-Metro Area Agency on Aging shall pay the Contractor an amount not to exceed \$26,043 for the provision of services.

B. The Contractor shall bill the NCNMEDD/Non-Metro Area Agency on Aging each month for services rendered in the previous month in a format determined by the NCNMEDD/Non-Metro Area Agency on Aging. In no event shall any assessment or charge be made against the NCNMEDD/ Non-Metro Area Agency on Aging for extra fees, interest, or penalties, nor shall the NCNMEDD/Non-Metro Area Agency on Aging's failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the NCNMEDD/Non-Metro Area Agency on Aging are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The NCNMEDD/Non-Metro Area Agency on Aging reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the NCNMEDD/Non-Metro Area Agency on Aging, exists.

C. Payments to the Contractor may be withheld or denied by the NCNMEDD/Non-Metro Area Agency on Aging for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the NCNMEDD/Non-Metro Area Agency on Aging harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the NCNMEDD/Non-Metro Area Agency on Aging of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2011, and terminate on June 30, 2012, unless terminated pursuant to Paragraph 5, below.

5. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the NCNMEDD/ Non-Metro Area Agency on Aging and are not employees of the State of New Mexico or of NCNMEDD /Non-Metro Area Agency on Aging. The Contractor, his agents, and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. 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 NCNMEDD/ Non-Metro Area Agency on Aging.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCNMEDD/Non-Metro Area Agency on Aging.

9. Record

The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the NCNMEDD/Non-Metro Area Agency on Aging, the Department of Finance and Administration, and the State Auditor. The NCNMEDD/ Non-Metro Area Agency on Aging shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the NCNMEDD/Non-Metro Area Agency on Aging to recover excessive, improper, or illegal payments.

10. Audit

The Contractor will provide a financial and compliance audit report to the NCNMEDD/Non-Metro Area Agency on Aging covering the period July 1, 2011 to June 30, 2012. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined Federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both Federal and State funds under this contract. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend less than \$500,000 in combined Federal awards, shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the

State Auditor, only a fair allocation of State funds within this contract may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate Federal title or program, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.

- C. Non-Governmental contractor or subcontractors, who expend between \$25,000 in state and federal funds combined and less than \$500,000 in Federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the State funds awarded under this contract. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors, that expend less than \$25,000 in combined Federal and State dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditors Office. For non-governmental entities, the audit report is due four months after the end of the entities fiscal year.
- F. The Contractors independent auditor shall be made aware of Office of Management and budget Circular (OMB) A-87, Cost Principles for State, Local, and Indian Tribal Governments, and OMB A-122, Cost Principles for Nonprofit Organizations in determining the allowability of costs.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the NCNMEDD/Non-Metro Area Agency on Aging to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Liability Release

- A. The Contractor shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978, as amended if applied.
- B. The Contractor, upon final payment of the amount due under this Agreement, releases the NCNMEDD/Non-Metro Area Agency on Aging, its officers and employees, and the State of New Mexico from all liabilities, claims, and

obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Product of Services: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the NCNMEDD/Non-Metro Area Agency on Aging no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

14. 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 Agreement. The Contractor shall comply with the provisions of Section 10-16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

15. Equal Opportunity Compliance

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

16. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, color, national origin, ancestry, sex, age, religion or handicap:

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;

- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
 - E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
 - F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program.
 - G. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.
17. Confidentiality
The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the NCNMEDD/Non-Metro Area Agency on Aging or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.
18. Amendment
This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties here.
19. 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.
20. Penalties for violation of law.
The Contractor shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A., 1978. The Procurement code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. Scope of Agreement
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, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
22. Applicable Laws
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.
23. Workers' Compensation
The Contractor agrees to comply with state laws and rule applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
24. Other Provisions: Compliance with Grant Conditions.
The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.
25. Invalid Term or Condition.
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
26. Enforcement Of Agreement.
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
27. 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:

Agency:
NCNMEDD
Attn: Nancy Arias
P.O. Box 5115
Santa Fe, NM 87502

Contractor:

28. Authority.

If Vendor is other than a natural person, the individual(s) signing this Agreement on behalf of Vendor represent and warrant that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

29. Signatures

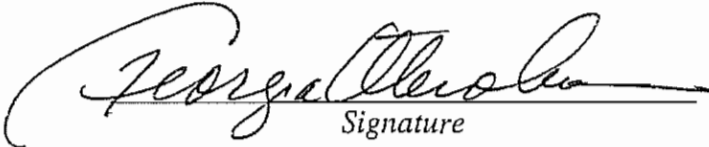
For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2011.

Valencia County

Legal Name of Vendor/Contractor

**NCNMEDD – Non Metro Area Agency
on Aging**

Name of Area Agency on Aging


Signature


Signature

Georgia Otero-Kirkham
Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

8-3-11

Date

6/28/11

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action New/Cont: X		NGA DATE	
PHONE:		FROM: 07/01/2011 TO: 06/30/2012		Revision: Other:		07/01/11	

Indirect Cost % of \$	Fund: 110 Title of Project: SEP	COMPUTATION OF GRANT					
DESCRIPTION	TOTAL	STATE					
Administration			1. Estimated Total Cost \$26,043.00				
Admin Fees	\$0.00	\$0.00	2. LESS Anticipated Project Income \$0.00				
			3. Estimated Net Cost \$26,043.00				
Subtotal	\$0.00	\$0.00	4. Non-federal and Non-state Share of Net Cost \$0.00				
Enrollee Costs			5. Project Income (Used as Match) \$0.00				
Enrollee Wages	\$26,043.00	\$26,043.00	6. Federal Share of Net Cost \$0.00				
Care & Support	0.00	0.00	7. State Share of Net Cost \$26,043.00				
Subtotal	\$26,043.00	\$26,043.00	8. Federal/State Shares will be Compsed of:				
Grand Total	\$26,043.00	\$26,043.00	a. Federal/State grant unearned in previous FY Federal: 0.00				
			project year(s) FY State: 0.00				
			b. Carry Over 0.00				
PERCENT OF TOTAL COST	100%	100%	c. New Obligation Authority Herein Awarded FY State: \$26,043.00				

☒ Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.

☒ The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.

☒ If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated.

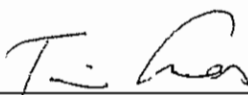
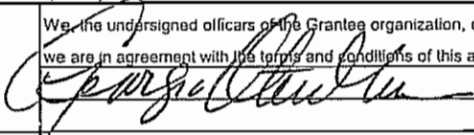
☒ As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.

☒ Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.

☒ In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.

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

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

Signature of Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	
6/28/11	Date: 8/3/11
Tim Armer, Executive Director	Date:

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

VENDOR AGREEMENT
AMENDMENT NO. 2

This Amendment is made and entered into this 2nd day of May, 2011, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and Valencia County, hereinafter referred to as the "Contractor".

- 1. Purpose of Amendment. The purpose of the Amendment is to:
 - A. Revise the service costs and/or units of service.
- 2. Changes to Contract. The following changes are amendments to the contract:
 - A. Paragraph I.C. Services and Reimbursement Methodology is amended to read:

Service	Total Unit Cost (Ill,State,PI,Local)	Federal & State Negotiated Unit Costs	Units	Persons
Congregate Meals	\$5.59232	\$3.92178	36578	700
Home Delivered Meals	\$5.95477	\$2.49368	70200	300
Assisted Transportation	\$	\$		
Transportation	\$7.61438	\$4.87400	13000	210
Homemaker/Housekeeping	\$	\$		
Respite	\$	\$		
Adult Day Care	\$	\$		
Health Promotion IIID	\$	\$		
Grandparents Raising GC	\$	\$		
NFCSP - Family Caregivers				
CG - Counseling	\$	\$		
CG - Respite Care	\$	\$		
CG - Supplemental	\$	\$		
CG - Assistance	\$	\$		
CG - Information	\$	\$		

(EXHIBIT G)

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2010.

Valencia County

Legal Name of Vendor/Contractor

Signature

Georgia Otero Kirkham

Printed/Typed Name of Signatory

8-3-11

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Area Agency on Aging

Signature

Tim Armer, Executive Director

Printed/Typed Name of Signatory

Date

5/18/11

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

TITLE III

GRANTEE: Valencia County ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2010 TO: 6/30/2011		Grant/Action New/Cont: <input type="checkbox"/> Revision: <input checked="" type="checkbox"/> BAR: <input type="checkbox"/> Other: <input type="checkbox"/>		NGA DATE 5.2.11	
DESCRIPTION				FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL
AAA Administration				0	0	0	0	0	0
Title IIIB				0	0	0	0	0	0
Title IIIC1				0	0	0	0	0	0
Title IIIC2				0	0	0	0	0	0
Title IIID				0	0	0	0	0	0
Title IIIE				0	0	0	0	0	0
Subtotal				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIB Access				\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,499	\$ 98,987
In-Home				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community All Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal				\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,499	\$ 98,987
Title IIIC1 Meal Costs				\$ 76,295	\$ 67,156	\$ 38,105	\$ -	\$ 23,000	\$ 204,556
Subtotal				\$ 76,295	\$ 67,156	\$ 38,105	\$ -	\$ 23,000	\$ 204,556
Title IIIC2 Meal Costs				\$ 21,714	\$ 153,342	\$ 205,269	\$ -	\$ 37,700	\$ 418,025
Subtotal				\$ 21,714	\$ 153,342	\$ 205,269	\$ -	\$ 37,700	\$ 418,025
Title IIID Health Promotion				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE Alzheimer				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Care Giver Support				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEMONSTRATION DEMO GRANT									
ALZHEIMER Respite Care				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALL STATE OTHER				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub Total				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTALS									
Title IIIB				\$ 42,540	\$ 20,822	\$ 33,126	\$ -	\$ 2,499	\$ 98,987
Title IIIC1				\$ 76,295	\$ 67,156	\$ 38,105	\$ -	\$ 23,000	\$ 204,556
Title IIIC2				\$ 21,714	\$ 153,342	\$ 205,269	\$ -	\$ 37,700	\$ 418,025
Title IIID				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IIIE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Alzheimer Respite Care				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All State Other				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL				\$ 140,549	\$ 241,320	\$ 276,500	\$ -	\$ 63,199	\$ 721,568
COMPUTATION OF GRANT				B. Federal/State Shares will be comprised of: a. Federal/State grant unearned in previous project year(s)					
1. Estimated Total Cost.....				FY 20 _____ Federal State					
2. LESS Anticipated Proj. Inc. \$ 63,199									
3. Estimated Net Cost.....									
4. Non-federal and Non-state Share of Net Cost.....				b. Carry Over FY 20 _____ Federal State					
5. Proj. Inc. (Used as Match).....									
6. Federal Share of Net Cost.....				c. New Obligational Authority Herein Awarded FY- _____ Federal State					
7. State Share of Net Cost....									

5/18/2011 10:22 AM

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

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

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

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

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

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

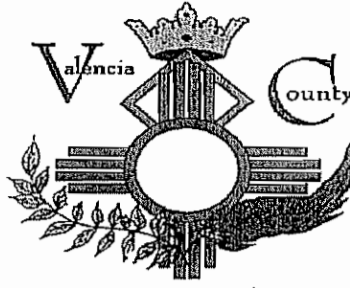
NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Signature: *Tim Arner* Date: *5/18/11*
Tim Arner, Executive Director

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

Signature: *George Theodore* Date: *8/1*

Signature: _____ Date: _____



RESOLUTION NO. 2011-37

**A RESOLUTION SUPPORTING THE MERGER OF
THE SOCORRO COUNTY HOUSING AUTHORITY AND
THE VILLAGE OF LOS LUNAS HOUSING AUTHORITY,
REDEFINING GEOGRAPHICAL BOUNDARY AND APPROVAL OF THE TRANSFER
OF THE ACC TO THE EL CAMINO REAL HOUSING AUTHORITY**

The Commission of the County of Valencia, New Mexico is informed that:

WHEREAS: the Municipal Housing Law of New Mexico found at Chapter 3, Article 45 NMSA 1978, as amended (the "Municipal Housing Law") confers on cities and counties the power and authority to create "housing authorities" to construct, maintain, operate, and manage housing projects within their respective areas of operation, and further authorizes cities and counties to delegate to such authorities all powers conferred on such cities and counties under the Municipal Housing Law;

WHEREAS: Valencia County ("VC") duly created the Village of Los Lunas Housing Authority ("VLLHA") to address the shortage of safe and sanitary dwelling accommodations available within the geographical limits of VC at rents which persons of low income can afford;

WHEREAS: the County of Socorro ("COS") duly created the Housing Authority of the County of Socorro, New Mexico, also known as the Socorro County Housing Commission and the Socorro County Housing Authority (collectively referred to as "SCHA") to address the shortage of safe and sanitary dwelling accommodations available within the geographical limits of COS at rents which person of low income can afford;

WHEREAS: there continues to be a shortage of decent, safe and sanitary dwelling accommodations in COS and VC available to persons of low incomes at rentals they can afford and there continues to be a need for a housing authority servicing COS and VC;

WHEREAS: the Municipal Housing Law authorizes a county to approve the enlargement of a county's area of operation to include another county;

WHEREAS: VC desires to approve the enlargement of its area of operation to include the geographical limits of COS/SCHA allowing for the merger of SCHA and VLLHA;

(EXHIBIT H)

WHEREAS: VC understands that COS/SCHA will approve the enlargement of the area of operation of VC/VLLHA to include all portions within the geographical limits of VC;

WHEREAS: as a result of the foregoing, COS/SCHA and VC/VLLHA will have common areas of operation consisting of COS and VC;

WHEREAS: COS/SCHA and VC/VLLHA could more efficiently address the shortage of safe or sanitary dwelling accommodations within the geographical limits of COS and VC available at rents which persons of low income can afford by eliminating the duplication and inefficiency inherent in maintaining SCHA and VLLHA;

WHEREAS: COS/SCHA and VC/VLLHA desire to share the powers conferred upon them by the Municipal Housing Law in their common area of operation and merge into one housing authority to be known as El Camino Real Housing Authority ("ECRHA");

WHEREAS: SCHA has been conducting the operation and management of VLLHA's day-to-day operations and has been planning for the future growth of VLLHA under a memorandum of agreement with VLLHA;

WHEREAS: SCHA and VLLHA desire to merge into one housing authority and serve their shared common area of operation; and

WHEREAS: in the event of a merger of SCHA and VLLHA, the U.S. Department of Housing and Urban Development ("HUD") requires the Annual Contributions Contracts ("ACC") to be transferred to the newly formed housing authority.

NOW, THEREFORE, BE IT RESOLVED by the Commission of the County of Valencia, New Mexico:

(I)

THAT the Commission hereby supports the enlargement of the area of operation of COS/SCHA to include the geographical limits of VC and supports the enlargement of the area of operation of VC/VLLHA to include the geographical limits of COS and supports the merger of SCHA with VLLHA to form a new housing authority to be known as the El Camino Real Housing Authority; and

(II)

THAT the County Commission supports changing the name of the Village of Los Lunas Housing Authority to El Camino Real Housing Authority; and

(III)

(IV)

THAT the composition of ECRHA shall consist of four (4) ECRHA Commissioners from the County of Socorro area and one (1) ECRHA Commissioner from the County of Valencia area which is considered to be equitable representation; and

(V)

THAT the effective date of the merger is July 1, 2011 subject to HUD approval; and

(VI)

THAT VC staff are hereby authorized to do all deeds necessary in the accomplishment of the herein above.

The motion to adopt said Resolution was seconded by Commissioner Lawrence R. Loney and upon roll call the following are the votes:

AYES:

Georgia Otero-Kirshen, Mary J. Anderson,
Lawrence R. Loney, Ron Gentry
and Donald E. Holliday

NAYES:

Thereupon the Resolution was declared to be duly passed and adopted.

The County Manager was thereupon notified of the adoption of the said Resolution.

ADJOURNMENT: The meeting adjourned at 3:44 o'clock, P.m.


DONE AND APPROVED this 15th day of June, 2011.

BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA

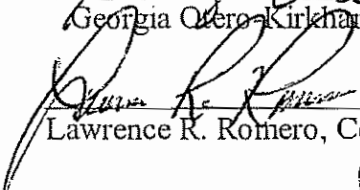
COUNTY

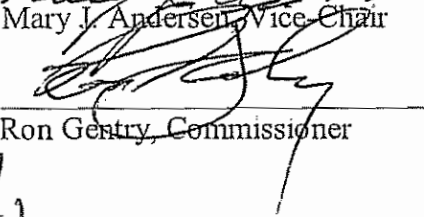
P.O. Box 1119/444 Luna Ave.

Los Lunas, NM 87031


Georgia Otero-Kirkham, Chairperson

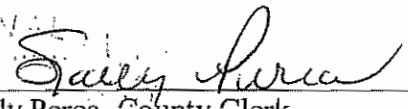

Mary J. Andersen, Vice-Chair


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner


Donald E. Holliday, Commissioner

[SEAL]
ATTEST:

By: 
Sally Perea, County Clerk

ATTORNEY'S CERTIFICATE AND OPINION

I, the undersigned Attorney for the County of Valencia, New Mexico, do certify that I have examined the attached extracts from the regular/special meeting of the Commission of the County of Valencia, New Mexico, held on the _____ day of _____, 2011, and it is my opinion that the aforesaid meeting was duly and legally held and that the resolutions contained therein were duly and regularly adopted by such governing body in compliance with the laws of the State of New Mexico, and are not subject to referendum.

Attorney

Date _____

**COOPERATION AGREEMENT BETWEEN VALENCIA COUNTY
AND THE EL CAMINO REAL HOUSING AUTHORITY**

THIS COOPERATION AGREEMENT is entered into on this 3rd day of August, 2011, between VALENCIA COUNTY OF NEW MEXICO ("County") and the EL CAMINO REAL HOUSING AUTHORITY ("Housing Authority"), a public housing agency under the United States Housing Act of 1937, as amended ("Act").

BACKGROUND

1. The Act requires that, as part of creating a public housing agency and constructing units under the public housing program, the County is required to enter into a cooperation agreement with the Housing Authority.
2. This Cooperation Agreement is for the benefit of all residents of the Housing Authority units and establishes what municipal services are available and on what basis such services are available.
3. The legal basis for cooperation agreements is set forth in 42 U.S.C. § 1437c(e)(2) of the Act, as amended which states: "(2) The Secretary shall not make any contract for loans (other than preliminary loans) or for contributions pursuant to this Act unless the governing body of the locality involved has entered into an agreement with the public housing agency providing for the local cooperation required by the United States Department of Housing and Urban Development ("HUD") Secretary pursuant to this Act."
4. Once fully executed, the cooperation agreement cannot be subsequently modified or canceled by the County or the Housing Authority without the consent of HUD.
5. It is therefore necessary that the parties execute a Cooperation Agreement acceptable to HUD to insure continued funding and compliance with federal statutes and HUD guidelines.

CONDITIONS

1. PRIOR AGREEMENT: This Agreement supersedes and replaces all prior cooperation agreements should they exist.
2. LEGAL BASIS: The legal authorization for this Cooperation Agreement is contained in 42 U.S.C. § 1437c(e)(2) of the Act and in subsequent County Board of Commissioner resolutions, which will authorize the Valencia County Manager and the Chairperson of the Housing Authority Board of Commissioners to execute the Cooperation Agreement.
3. COUNTY SERVICES:

- A. Furnish or cause to be furnished to the Housing Authority and tenants of Housing Authority development, public services and facilities of the same character and to the same extent as are furnished from time to time to other residents and property owners within the County;
- B. Insofar as the County may lawfully do so, grant relief from fees attributable to zoning requirements, development impact fees, subdivisions process and design standards to assist affordable housing development consistent with the County's Consolidated Plan goals and objectives;

4. HOUSING AUTHORITY SERVICES:

- A. Assist the County in its efforts to attain goals and objectives impacting on the development and retention of affordable housing as stated in the County's Comprehensive Plan as well as goals and objectives stated in the County's Consolidated Plan principally benefitting low/moderate income families;
- B. Pursue the conversion of current scattered site conventional single family detached rental units into homeownership opportunities, thereby including more property tax paying property on the tax rolls of Valencia County subject to § 3-45-19 NMSA 1978, by conveyance to families;
- C. Explore all areas of development capital which will provide affordable housing and property tax generation including, but not limited to, HUD Section 202 Program, HUD Section 811 Program, New Mexico Low Income Housing Tax Credit Programs, and any relevant source funding which will assist low/moderate income families to achieve homeownership and decent, safe and sanitary housing subject to §3-45-19 NMSA 1978;
- D. Aggressively pursue funding sources from the public and private sector which will assist families in the transition from welfare to work and from all forms of public subsidy to gainful employment;
- E. Provide policy direction by Housing Authority's Board of Commissioners to the Housing Authority administrative staff consistent with County goals and objectives concerning the development of affordable housing; and
- F. Commit itself to full compliance with applicable local, state, and federal regulations, statutes, and laws.

5. HUD REVIEW: The parties acknowledge that HUD will have review authority concerning this Cooperation Agreement and ongoing authority to suggest amendments, additions, and/ or alterations.

6. TERM: This Agreement will continue in full force and effect until modified or terminated by mutual agreement of the parties subject to HUD review.

7. HOUSING AUTHORITY RESOLUTION: This Cooperation Agreement is entered into by the Housing Authority pursuant to Housing Authority Resolution Number ____ passed at a duly advertised public meeting on the ____ date of ____ 2011.

8. COUNTY RESOLUTION: This Cooperation Agreement is entered into by the County pursuant to County Resolution Number ____ passed at a duly advertised public meeting held on the ____ day of ____, 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ATTEST:

EL CAMINO REAL HOUSING AUTHORITY

By: _____
Secretary

By: _____
Mary Ann Chavez, Executive Director



ATTEST:

VALENCIA COUNTY

By: _____
Secretary

By: _____
Name: _____
Position: County Manager

Reference to Document Cooperation Agreement between Valencia County and the El Camino Real
Housing Authority.

DONE AND APPROVED this 3rd day of August, 2011

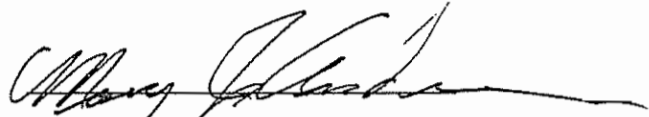
BY BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

PO Box 119 / 444 Luna Ave

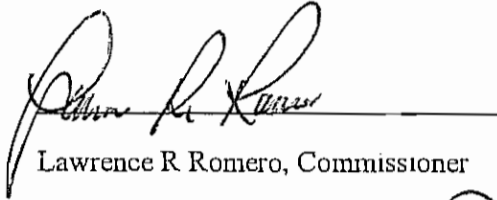
Los Lunas, NM 87031



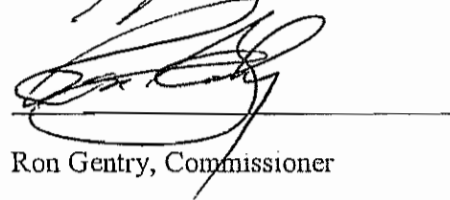
Georgia Otero-Kirkham, Chairperson



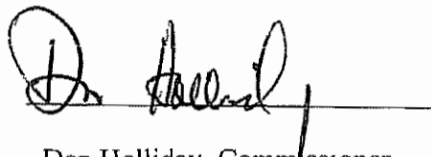
Mary J. Andersen, Vice-Chair



Lawrence R. Romero, Commissioner



Ron Gentry, Commissioner

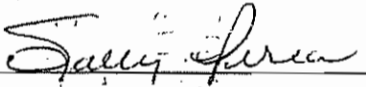


Don Holliday, Commissioner

[SEAL]

ATTEST:

By:



Sally Perea, County Clerk

U.S. Small Business Administration

NOTICE OF AWARD

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
0001	DUNS Number: 788203081 Delivery: 30 Days After Award Delivery Location Code: 303020 Small Business Administration Div of Procurement and Grants Mgmt 409 3rd Street SW Washington DC 20416 USA Payment: Small Business Administration Attn: Accounts Payable **SBA is now accepting invoices only by email to JAAMSCP@sba.gov** Denver CO 80259 Accounting Info: 1111.010100DA.303020.20070.4101.610001.3030002 Period of Performance: 07/01/2011 to 06/30/2013				
	Cong Earmark - Valencia County IT Program Obligated Amount: \$145,000.00 The total amount of award: \$145,000.00. The obligation for this award is \$145,000.00.				145,000.00

(EXHIBIT J)

BOOK 71

PAGE 857

THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING.

- A. The program legislation and / or regulation cited in block 1.
- B. This award notice including terms and conditions, if any, noted under block 13, Remarks.
- C. SBA Federal Assistance Regulations or Manual issuances in effect at the beginning date of the budget period.
- D. The applicable program announcement, if any.
- E. SBA Policy Guidelines in effect as of the beginning date of the budget period.
- F. SBA Administrative Regulations / Guidelines in effect as of the beginning date of the budget period.

In the event that there are any conflicting or otherwise inconsistent policies applicable to this award, the above order of precedence shall prevail. Acceptance of ALL terms and conditions is acknowledged by the Recipient's Signature in block 23.

U.S. Small Business Administration

SBA FORM 1222 (6-07) Previous editions obsolete

Sally Perea
Clerk

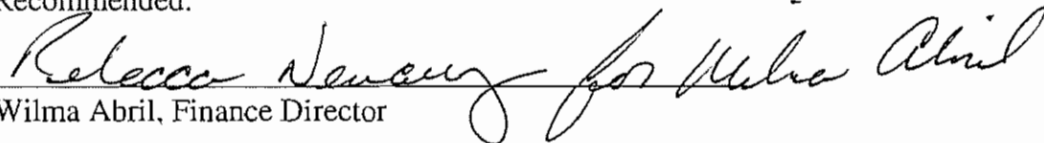
**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
07/15/2011 covering payroll process on the above date.
Direct Deposit Check 20995 thru direct deposit check# 21180 inclusive.
Deduction Check# 109076 thru deduction check# 109111 inclusive.
Payroll Check # 90572 thru payroll check # 90645 inclusive.
Listing total \$ 363,742.32
All have been reviewed for:

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

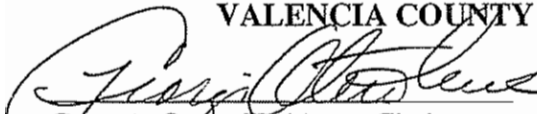
In recognition of the above, the Manager's Office request this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

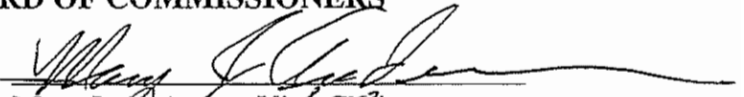
Recommended:

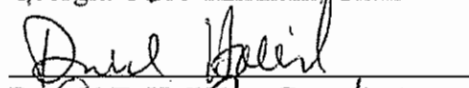

Wilma Abril, Finance Director

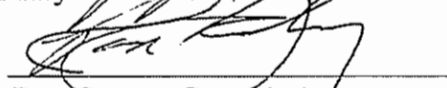
Done this 3rd day of August, 2011

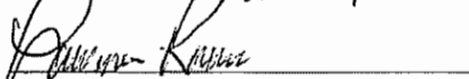
VALENCIA COUNTY BOARD OF COMMISSIONERS


Georgia Otero-Kirkham, Chair

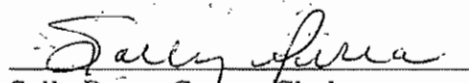

Mary J. Andersen, Vice Chair


Donald E. Holliday, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT K)

Sally Perea

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

The attached computer printout lists all the checks issued by the Manager's Office on July 20, 2011 covering vendor bills processed on the above date. Check # 109112 to #109181 inclusive, for the total of \$232,207.56.

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 Guiza for Wilma Abril
Wilma Abril, Director of Finance

Done this 3rd day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero Kirkham
Georgia Otero Kirkham, Chair

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

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

Ron Gentry
Ron Gentry, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT L)

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 July 26, 2011 covering vendor bills processed on the above date. Check # 109182 to #109260 inclusive, for the total of \$510,035.00.

All have been reviewed for:

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

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

Recommended:

Wilma Abril
Wilma Abril, Director of Finance

Done this 3rd day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

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

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT M)

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 July 27, 2011 covering vendor bills processed on the above date. Check # 109261 to #109269 inclusive, for the total of \$1,061,258.56.

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 King for Wilma Abril
Wilma Abril, Director of Finance

Done this 3rd day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair
Lawrence R. Romero
Lawrence R. Romero, Commissioner
Donald E. Holliday
Donald E. Holliday, Commissioner

Mary J. Andersen
Mary J. Andersen, Vice-Chair
Ron Gentry
Ron Gentry, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT N)