



September 7, 2011
Agenda
9:30 A.M. Business Meeting
Valencia County Commission Chambers
444 Luna Avenue
Los Lunas, NM 87031

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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: August 17, 2011 – Business Meeting

Georgia Otero-Kirkham

PRESENTATION(S)

- 5) PNM to Meadowlake Fire Department
- 6) Presentation of Life Saving Medal to Deputy Lara – **Sheriff Burkhard**
- 7) Literacy Week Proclamation – **Jill Oglesby**
- 8) Sara Sais Valenzuela Day Proclamation – 104th birthday – **Commissioner Holliday**

DISCUSSION (Non-Action) ITEM(S)

- 9) Directors Reports – Valencia County Juvenile Justice Board – **Cynthia Ferrari**
- 10) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

- 11) Consideration of Resolution 2011-____, Recognizing and Expressing Support for the 10th Anniversary of 9/11 Nation Day of Service and Remembrance: **County Commission / County Employees**
- 12) Consideration of Warden Employment Contract: **Eric Zamora**
- 13) Consideration of Contract with Tyler Technologies for County-Wide Software Upgrade: **Lawrence Esquibel**
- 14) Consideration of RFP# 192, Contract with Parsons Brinkerhoff for Manzano Expressway Rehabilitation "Engineering Services": **Eric Zamora**
- 15) Consideration of Resolution 2011-____, to Support a Member At Large to Serve on the Regional Emergency Communications Center Board of Directors: **Glenda Chavez**
- 16) *Accept Findings of Facts and Conclusions of Law*

FINANICAL MATTERS:

17) 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 ***Hospital Contract; Lone Mountain Update***; 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:

- ♦ September 14, 2011 – 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.

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

SEPTEMBER 7, 2011

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

1) The meeting was called to order by Madam Chair Otero-Kirkham at 9:30 A.M.

2) Madam Chair led the Pledge of Allegiance.

3) Approval of Agenda

Commissioner Holliday requested moving item (8) to (5) position and item (5) to (8) position. County Manager Eric Zamora requested to tabled item (14). Commissioner Andersen moved for approval of the agenda as amended. Seconded by Commissioner Holliday. Motion carried unanimously.

4) Approval of Minutes: August 17, 2011 Business Meeting

Commissioner Holliday moved for approval of the minutes of August 17, 2011 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

PRESENTATION(S)

8) Sara Sais Valenzuela Day Proclamation – 104th Birthday – Commissioner Holliday

Commissioner Holliday recognized Mrs. Sara Sais Valenzuela who will celebrate her 104th birthday on September 9, 2011. Christian Garcia and John Lopez sang the traditional Spanish birthday song. Madam Chair read the proclamation declaring September 9, 2011 as Sara Sais Valenzuela Day in Valencia County.

Commissioner Holliday moved for approval of the proclamation. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibit A)

6) Presentation of Life Saving Medal to Deputy Lara – Sheriff Burkhard

Valencia County Sheriff Louis Burkhard presented a life saving medal to Deputy Alejandro Lara for an incident that occurred in Valencia County regarding an armed person who was threatening suicide. With Deputy Lara's quick thinking and unselfish actions the victim's life was saved. Sheriff Burkhard presented Deputy Mike Abo, Deputy Nick Demas, Reserve Deputy Cindy Toma, and Reserve Deputy Jerry Diaz with a life saving commendation for their support, their professionalism and team spirit while responding to a dangerous situation. Sheriff also recognized their shift sergeant, Sergeant Don Derek.

7) Literacy Week Proclamation – Jill Oglesby

Ms. Oglesby presented and read the above proclamation and asked that the commission proclaim the week of September 4th - 10th 2011 as Literacy Week in Valencia County.

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit B)

5) PNM to Meadow Lake Fire Department

PNM Low Income Program Manager Mattie Martinez Vega handles all the low income programs that serve the state of New Mexico which has the good neighbor fund that is well over a million dollars at this time. The program assists people in paying their past due electric bills, help to get reconnected if they've lost service or help to keep them from getting disconnected. PNM held an event at the Meadow Lake Fire Station in which trash dump services were provided and people were also able to get food stamps and food from the local food pantries. PNM assisted over three hundred people and gave out over \$7,000.00. They also gave a \$20 Wal-Mart gift card to everyone that signed up for the Good Neighbor Fund. Ms. Vega thanked Casey Davis and his team from the Meadow Lake

Volunteer Fire Department for their help in making this event possible and presented the Meadow Lake Volunteer Fire Department with a \$500.00 check as a token of their appreciation. The Good Neighbor Fund is located on Don Pasqual road at the New Mexico Cap Office where people can get assistance with their electric bill.

DISCUSSION (Non-Action) ITEM(S)

9) Directors Reports – Valencia County Juvenile Justice Board – Cynthia Ferrari

Ms. Ferrari gave a report on the activities of the Valencia County Juvenile Justice Board which consisted of a completed site assessment on Valencia County and the needs of the youth which was the main requirement of the grant that they received from the Juvenile Justice Advisory Committee. The data in the assessment consists of resources from the schools, YRRS surveys, juvenile probation and parole, demographics and the U.S. census. The funds for Teen Court have been applied for and hope to receive those funds and start Teen Court in October. They received a \$300.00 donation from the Civiten Organization and the subcommittees are working on planning and implementing four programs. Their long term goal is to reduce the detention costs to the county in addition to providing services to the youth and families of Valencia County.

10) Reports from Manager, Commissions, Boards & Committees

County Manager Eric Zamora said the El Cerro Work Group will meet on Tuesday September 13, 2011 at 7:00 PM at the El Cerro Mission Committee Center. One item up for discussion is a cleanup similar to Meadow Lake and development of the park project.

Mr. Zamora recognized County Human Resources Director Jacquelyn Chavira for receiving certification as a certified public officer through the New Mexico Association of Counties which is through an ongoing low cost training program that the New Mexico Association of Counties offers to county employees. These are college type courses and the intent is to develop professionalism and expand knowledge within county employees.

Two county employees Bill Chavez from the Public Works Department and Paul Vuchetich from the IT Department recently resigned from employment with the county.

The Administrative Policy and Procedures Work Group still meet weekly and are making good progress.

Mr. Zamora gave a report on the Valencia monthly gross receipts and the trends show from January – July and in comparison to counter years 2007 – 2011 that Valencia County is doing better then former years and looks like the county will do better then what they budgeted for.

Madam Chair would like to continue pursuing the solid waste issue. With all the illegal dumping going on in the county she would like to revisit the issue. She suggested the commission appoint a committee to come up with a system that is workable.

Commissioner Gentry said the commission has studied the solid waste issue four different times with citizens committees, reports, legislations and at the end each has been abandoned. Is there any other positive direction the commission can go other than start studying it again, the county has 3-4 solid proposals on the shelf. Commissioner Gentry suggested a workshop with staff to review the issue again.

Madam Chair said her point was something needs to be done; she just doesn't want this shelved again.

Commissioner Andersen doesn't think the five commissioners can sit down because they haven't being able to do that before. They've had a proposal before and they couldn't get three votes for it. She suggested a solid waste advisory group, people from this county, who will look at all the previous proposals and come up with suggestions for the commission. A committee would be ideal.

Commissioner Holliday and Commissioner Romero agreed that something needs to be done.

ACTION ITEM(S)

11) Consideration of Resolution 2011-39, Recognizing and Expressing Support for the 10th Anniversary of 9/11 Nation Day of Service and Remembrance: County Commission /County Employees.

Chaplin Steve Kearns with the Valencia County Sheriff's Department stated it's important for everyone to remember the events of 9/11. Not only to remember the tragedy that happened that day but also to remember the unity as Americans and to remember our

Minutes of September 7, 2011 Regular Business Meeting

men and women of our nation in the military, law enforcement and first responders that dedicate their lives everyday to our safety and protection. Chaplin Kearns led the commission and audience in prayer in remembrance of 9/11.

County Manager Eric Zamora read the resolution which was presented on behalf of the Valencia County Commission and its employees.

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

County Clerk Sally Perea announced Resolution 2011-39. (See Exhibit C)

12) Consideration of Warden Employment contract – Eric Zamora

Commissioner Holliday moved for approval. Seconded by Commissioner Romero. Motion carried unanimously. (See Exhibit D)

13) Consideration of Contract with Tyler Technologies for County-Wide Software Upgrade – Lawrence Esquibel.

Commissioner Andersen moved for approval. Seconded by Commissioner Gentry.

Madam Chair said she has had calls from concerned staff that are hesitant about this program. Everyone understands the need for updated software and she asked that Mr. Esquibel as well as Tyler attend to problems when they are called. She knows that other counties have had problems and as she understands they may have been corrected but please reassure staff that there will be attention to phone calls and education information. IT Director Lawrence Esquibel said certainly we will do our best to make this the best solution for the county today and tomorrow.

Motion carried unanimously. (See Exhibit E)

14) Consideration of RFP #192, Contract with Parsons Brinkerhoff for Manzano Expressway Rehabilitation "Engineering Services" –Eric Zamora.

Tabled

15) Consideration of Resolution 2011-40, to Support a Member at Large to Serve on the Regional Emergency Communications Center Board of Directors – Glenda Chavez / Eric Zamora.

County Manager Eric Zamora said this item is in support of recognizing Mr. Russell Griego as the member at large to assist on the Emergency Communication Board of Directors.

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

County Clerk Sally Perea announced Resolution 2011-40. (See Exhibit F)

16) Accept Findings of Facts and Conclusions of Law

Consideration of Findings of Facts and Conclusions of Law for case Number ZC11-004 (San Clemente Area) – Jacobo Martinez.

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

FINANCIAL MATTERS:

17) Consideration of Approval: Payroll / Warrants -Kenny Griego

Commissioner Gentry moved for approval of payroll / warrants. Seconded by Commissioner Holliday. Motion carried unanimously. (See Exhibits H, I, k, L & M)

Code Enforcement Director Ruben Chavez announced that the local Sandia Laboratory Credit Union selected four charities in Valencia County to support and one of the selected was the animal shelter and because they were one of the top four charities they awarded the animal shelter \$200.00. The shelter is also entered into the credit unions own contest in which the four charities have four boxes at the credit union. The teller will give you a ticket to place in the box of your favorite charity. The winner will get an additional \$800 from the credit union.

PUBLIC COMMENTS:

Those members of the audience making comments at today Business Meeting were Valencia County residents Lillie McNabb and Joan Artiaga.

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

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

Commissioner Holliday motioned to go into Executive Session. Seconded by Commissioner Andersen. Motion carried unanimously.

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 those specified in the motion specifically pending litigation including the hospital contract and Lone Mountain and no final action was taken.

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

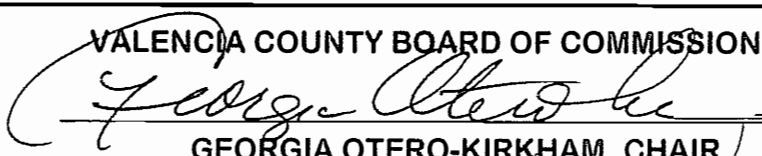
The next Public Hearing Meeting of the Valencia County Board of County Commission will be held on, September 14, 2011 at 5:00 P.M. in the County Commission Room at the Valencia County Courthouse.

ADJOURNMENT:

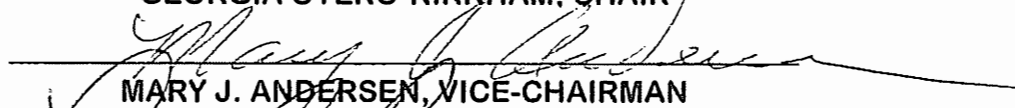
Commissioner Holliday moved for adjournment. Seconded by Madam Chair. Motion carried unanimously. TIME 10:46 A.M.

NOTE: All proposals, documents, items, etc., pertaining to items on the agenda of the September 7, 2011, Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

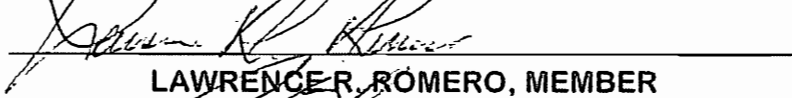
VALENCIA COUNTY BOARD OF COMMISSIONERS



GEORGIA OTERO-KIRKHAM, CHAIR



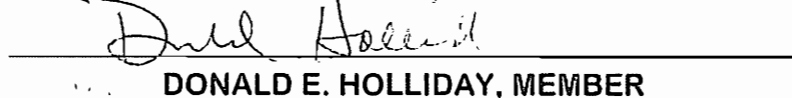
MARY J. ANDERSEN, VICE-CHAIRMAN



LAWRENCE R. ROMERO, MEMBER



RON GENTRY, MEMBER

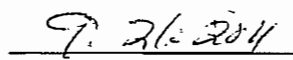


DONALD E. HOLLIDAY, MEMBER

ATTEST:



SALLY PEREA, COUNTY CLERK



DATE



Valencia County PROCLAMATION



WHEREAS, the ability to read is essential to personal freedom and to the functioning of a democratic society; and

WHEREAS, our society is dependent on an informed citizenry, and the ability to read is necessary to be informed; and

WHEREAS, as our culture becomes ever more technologically complex, literacy becomes ever more basic to survival and the achievement of one's potential; and

WHEREAS, literacy is an integral element in the broader goal of economic opportunity and security for all; and

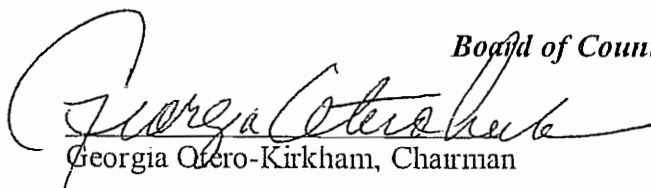
WHEREAS, in the United States, literacy in and the ability to speak English are essential to economic viability and personal opportunity.

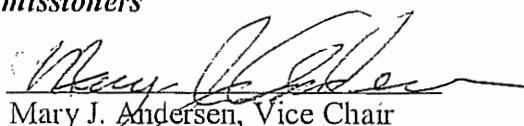
NOW, THEREFORE be it Resolved, that the governing body of the Board of County Commissioners does hereby proclaim the week of **September 4-10, 2011** as Literacy Week in Valencia County and further proclaim our support for literacy efforts throughout Valencia County.

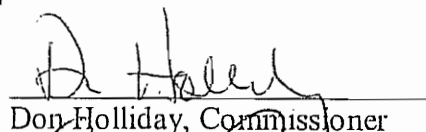
"LITERACY WEEK"

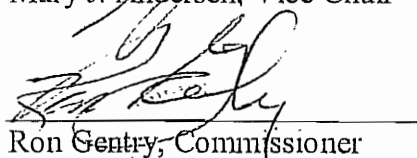
PASSED, APPROVED and ADOPTED this 7TH day of **September, 2011**

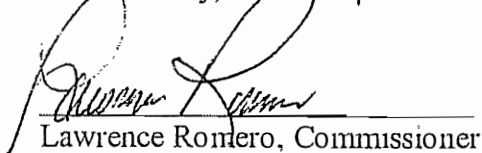
Board of County Commissioners

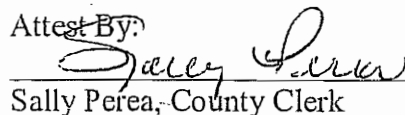

Georgia Otero-Kirkham, Chairman


Mary J. Andersen, Vice Chair


Don Holliday, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

Attest By:

Sally Perea, County Clerk

(EXHIBIT A)



Valencia County PROCLAMATION Sara Sais Valenzuela Day

WHEREAS, Sara Sais Valenzuela was born on September 9, 1907 in Los Lentes and was one of 15 brothers and sisters; and

WHEREAS Sara Sais married Alifas Valenzuela in 1924 and bore one daughter, Aurelia, better known as Lela of Mi Chante fame. The family has been further extended with two grandchildren: Dr. Joe Ray Aragon and Jackie Aragon, a social studies teacher, 7 great-grandchildren and 3 great-great grandchildren; and

WHEREAS, Referred to by one and all as Tia Sara, the welcome mat was always out, ensuring friends and loved ones always felt embraced within the family fold. Tia Sara became a second mother to many nieces and nephews, earning a deep abiding love; and

WHEREAS, Known as a independent person, Tia Sara learned English later in life, how to manage her own finances and always avails herself of the privilege and right to vote, most recently in the 2010 general election; and

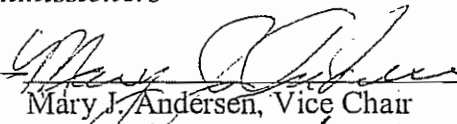
WHEREAS, We honor and revere Tia Sara Sais Valenzuela for her deep faith and positive lifestyle throughout her life.

NOW, THEREFORE be it Resolved, that the governing body of the Board of County Commissioners does hereby proclaim the date of **September 9, 2011** as **Sara Sais Valenzuela Day** in Valencia County.

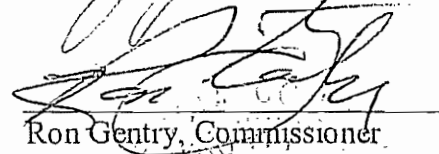
PASSED, APPROVED and ADOPTED this 7TH day of **September, 2011**

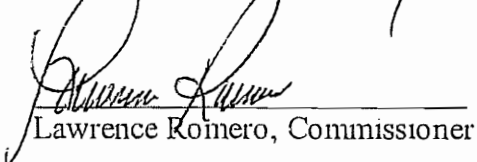
Board of County Commissioners

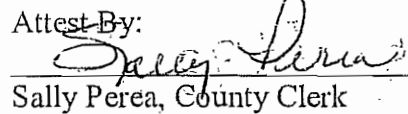

Georgia Otero-Kirkham, Chairman


Mary J. Andersen, Vice Chair


Don Holliday, Commissioner


Ron Gentry, Commissioner


Lawrence Romero, Commissioner

Attest By:

Sally Perea, County Clerk

(EXHIBIT B)

RESOLUTION 2011- 39

**Resolution Recognizing and Expressing Support
For the 10th Anniversary of 9/11 National Day of Service and Remembrance**

WHEREAS, people of all ages and walks of life, across America, and around the world, collectively witnessed an event of immense tragedy on September 11, 2001; and

WHEREAS, the events of that day instantly transformed nearly everyone's lives, some through personal loss, and many others through an unfamiliar sense of individual and national vulnerability; and

WHEREAS, an unprecedented, historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirit, pride, selflessness, generosity, courage and service; and

WHEREAS, many brave people heroically, tirelessly and courageously participated in an extraordinarily difficult and dangerous rescue and recovery effort, in some cases voluntarily putting their own well-being at risk; and

WHEREAS, September 11 will never, and should never be just another day in the hearts and minds of all Americans; and

WHEREAS, September 11, 2011 will be the 10th anniversary of the 9/11 attacks on America; and

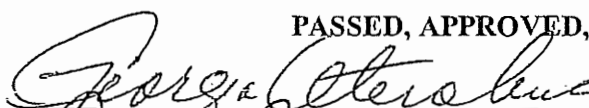
WHEREAS, many citizens may wish to memorialize September 11 by engaging in, or making a plan to engage in personal and individual acts of community service, or other giving activities, as part of a solemn day of remembrance and tribute; and

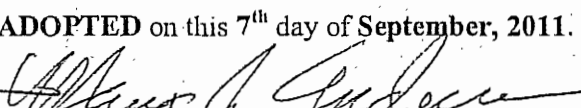
WHEREAS, on March 19, 2009, the United States Congress passed bipartisan legislation authorizing the establishment of September 11 as a federally recognized National Day of Service and Remembrance, which was signed into law on April 21, 2009; and

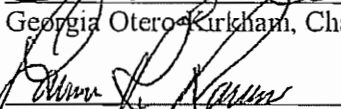
WHEREAS, on September 11, 2009, the Patriot Day Proclamation was issued, officially and permanently designating September 11 as a National Day of Service and Remembrance, and calling upon all interested Americans to participate in this observance through moments of silence, the flying of the flag of the United States at half-staff, as well as community service and charitable activities in tribute and remembrance.

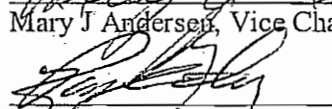
NOW THEREFORE, BE IT RESOLVED, by the Valencia County Board of County Commissioners, in tribute to all of the victims of 9/11 and the many who rose in service in response to the 9/11 terrorist attacks, will observe September 11, 2011, the 10th Anniversary of 9/11, as a voluntary Day of Service and Remembrance, and furthermore calls upon all its citizens and organizations to consider joining in this observance and to engage in activities of tribute, solemn remembrance and charitable service.

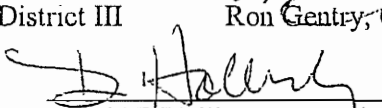
PASSED, APPROVED, AND ADOPTED on this 7th day of September, 2011.

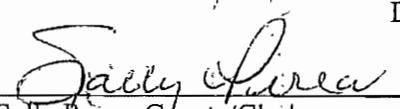

Georgia Otero Kirkham, Chairperson District II


Mary J. Andersen, Vice Chair, District I


Lawrence R. Romero, Commissioner, District III


Ron Gentry, Commissioner, District IV


Donald E. Holliday, Commissioner, District V

Attest: 
Sally Perea, County Clerk

(EXHIBIT C)

EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 7th day of September 2011, by and between Valencia County, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "Board" and Joe Chavez, hereinafter referred to as "Mr. Chavez."

RECITALS

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides in pertinent part that "[t]he common jails shall be under the control of [] administrators hired by the board of county commissioners. . .; and

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

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

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

Section 1 EMPLOYMENT

The County agrees to employ Mr. Chavez as the Adult Detention Director (aka Warden) for Valencia County. Mr. Chavez accepts such employment on the terms and conditions contained in this Agreement. **The term of this Agreement shall commence on August 21, 2011 and shall be valid for one year until August 21, 2012** unless sooner terminated as provided herein. Thereafter, this Agreement may be extended for successive additional one-year terms, or for a longer term, upon mutual agreement of the parties.

Section 2 DUTIES

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

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

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

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

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

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

Section 3 COMPENSATION AND BENEFITS

The Board agrees to pay Mr. Chavez as Adult Detention Director as follows:

- A. A gross annual base salary in the amount of **\$65,000.00** per contract year paid in equal installments at established County pay periods and exclusive of any other benefits provided for in this Agreement.
- B. The Board agrees to offer Mr. Chavez standard employee benefits afforded all employees which includes: annual leave, holiday, sick leave, retirement, medical, life and dental insurance. Further, Mr. Chavez agrees to make any contribution which is standard and usual for employees for said benefits. The standard contribution is established by the Board and may be changed at any time. The County shall withhold from Mr. Chavez' base salary all required federal and state withholding taxes, as well as any required FICA contributions, and other statutorily mandated withholdings.

Section 4 VOLUNTARY RESIGNATION

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

Section 5 INVOLUNTARY TERMINATION

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

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

- A. If Mr. Chavez is terminated pursuant to this Section the County shall within ten business days after the date on which termination becomes effective, pay to Mr. Chavez in a single payment an amount equal to a sum of the amounts allocated for two months under this Agreement for Mr. Chavez base salary as described in Section 3 hereof.
- B. The County shall also pay Mr. Chavez accrued annual leave and sick leave as set forth in the Valencia County Personnel Rules and Regulations.
- C. The payments described herein to be extended to Mr. Chavez in the event of involuntary termination shall constitute the payment of liquidated damages, and Mr. Chavez shall have no further claim or cause of action against the County, its Board, or the individual members thereof as a result of any termination hereunder.
- D. The foregoing obligations of the County shall apply to any involuntary termination of Mr. Chavez by the Board except upon the occurrence of one or more of the following events.
 - i. A determination by the Board that Mr. Chavez has intentionally engaged in illegal conduct or conduct that would rise to the level of just cause termination as defined by Section 7.2 of the Valencia County Personnel Rules and Regulations, Policy No. 401-01-2 ;
 - ii. Conviction of Mr. Chavez of a crime punishable as a felony, or in the event Mr. Chavez enters a plea of no lo contender or no contest upon being accused of any such crime, or enters into a plea bargain agreement in response to accusations of any such crime;
 - iii. Engaging in any conduct which is unethical or immoral for a professional;
 - iv. Habitual or excessive use of intoxicants or drugs, or;
 - v. A breach by Mr. Chavez of Section 2 of this Agreement.

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

Section 6 OTHER PROVISIONS

- A. In the event of termination of this Agreement or Mr. Chavez's resignation, the parties hereby agree that all County property and all finished or unfinished County

documents and property held by Mr. Chavez shall immediately be tendered and delivered to the County as its property.

- B. This Agreement is subject to modification, if changes are determined necessary upon performance evaluation, with the consent of both parties.
- C. Mr. Chavez shall not acquire nor continue any financial interest that directly affects his ability to carry out the duties of Adult Detention Director and shall otherwise comply with the applicable terms of the Personnel Rules and Regulations.
- D. Mr. Chavez shall maintain his conduct at the highest standards.
- E. The Board shall provide Mr. Chavez with professional membership in organizations relating to his employment as Adult Detention Director as determined appropriate by the County Manager and as afforded other County employees, within budgetary limitations.

Section 7 NOTICES

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

Section 8 GOVERNING LAW

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

Section 9 CONTRACT AMENDMENT

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

Section 10 ENTIRE AGREEMENT

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

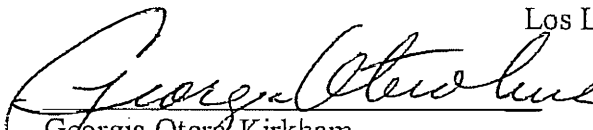
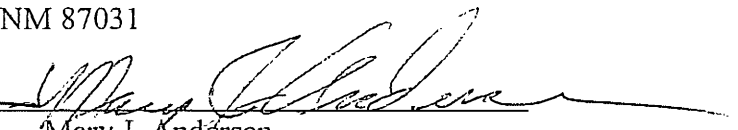
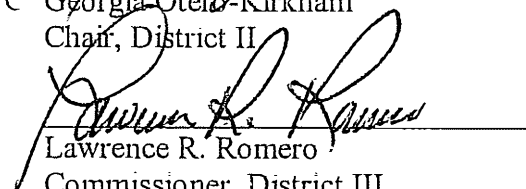
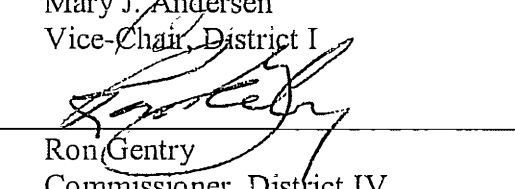
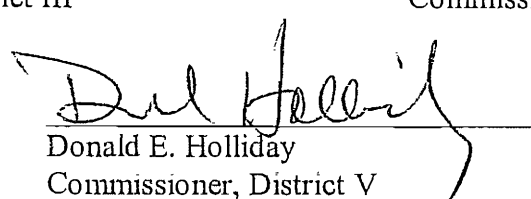
Section 11
SAVINGS CLAUSE

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

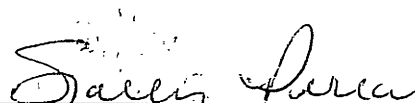
IN WITNESS WHEREOF, the Board and Mr. Chavez have each caused this Agreement to be executed as of the date first written above.

BOARD OF COUNTY COMMISSIONERS

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

 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


Joe Chavez

Date: 9-7-2011



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414
(800) 646-2633
(806) 797-4849 Fax

And

Valencia County, NM

444 Luna Avenue
Los Lunas, NM 87031
-

Issued date:

August 12, 2011

(EXHIBIT E)

AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and; Valencia County, NM hereinafter referred to as CLIENT on, Sept. 7, 2011.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
2. This Agreement consists of this Cover and the following Attachments and Exhibits:

Section A	Investment Summary (A-L)
Section B	COMPANY Subscription Agreement Terms and Conditions
3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Tyler Technologies, Inc.:

By: _____
Signature

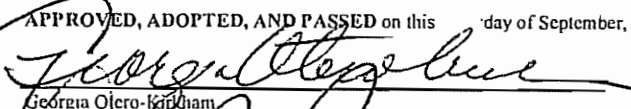
Printed Name

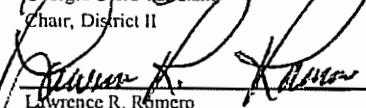
Title
8/12/11

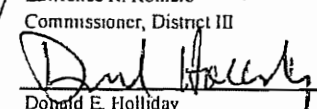
Issue Date

BOARD OF COUNTY COMMISSIONERS VALENCIA COUNTY, NEW MEXICO

APPROVED, ADOPTED, AND PASSED on this _____ day of September, 2011.

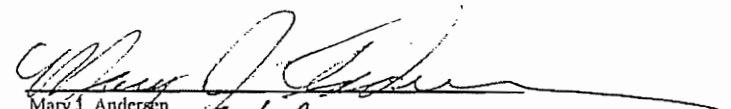
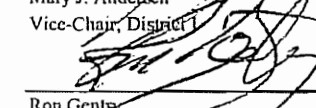

Georgia Ojeda-Kaplan
Chair, District II


Lawrence R. Romero
Commissioner, District III


Donald E. Holliday
Commissioner, District V

Attest:

Sally Perez, County Clerk


Mary J. Andersen
Vice-Chair, District I

Ron Gentry
Commissioners, District IV

Investment Summary
Eric Zamora
Valencia County, NM

Prepared for:	Valencia County, NM	Contract ID # :	2011-0145
Contact Person:	Eric Zamora	Issue Date:	8/12/11
Address:	444 Luna Avenue Los Lunas, NM 87031	Salesman:	J. Monkerud
Phone:	505-866-3014	Tax Exempt:	Yes / No
Fax:			
Email:	eric.zamora@co.valencia.nm.us		

Product/Service & Equipment	On Signature	Use as Defined in Section 3(a)	Total Year 1	Annual Fees
Total Subscription Fees - Year 1	150,000.00	150,000.00	300,000.00	
Total Subscription Fees - Years 2-7 on anniversary of execution				329,000.00
Totals	150,000.00	150,000.00	300,000.00	329,000.00

Subscription Summary

Eric Zamora
Valencia County, NM
August 12, 2011

Description				
EagleRecorder				
EagleAssessor & EagleAppraisal				
EagleTreasurer				
Incode Financial Solution				
Implementation & Training as shown in Investment Summary				
Travel expenses per hours shown in Investment Summary				
Subscription			Annual Fees	
Length of Agreement			7 Years - 84 Months	
Year 1			300,000	
Years 2-7				329,000
Summary				329,000

Customer Name:Valencia County, NM

Contact:Eric Zamora

Date:August 12, 2011

Salesman:J. Monkerud

Software Licenses and Professional Services

INCODE - Implementation			
Application Software	QTY	Hours to be Delivered	
INCODE Financial Applications			
Core Financials	1	100	
(General Ledger, Budget Prep, Bank Recon, Journal Entry Import, Exporter, Accounts Payable, Report Writer Viewer)			
Purchasing	1	36	
Fixed Assets	1	16	
Project Accounting	1	12	
Financial Consulting Services		24	
INCODE Personnel Management Systems			
Personnel Management	1	80	
- Payroll & Human Resources			
- FMLA Leave Tracking			
- Benefits Administration			
- Position Control / Budgeting			
- Applicant Tracking			
Personnel Management Consulting Service		16	
INCODE Customer Relationship Management Applications			
Eagle Cashiering Interface	1	8	
Building Projects	1	48	
Business License	1	32	
Call Center/Code Enforcement	1	24	
INCODE Printing and Reporting Solutions			
Report Writer	1	8	
Forms Overlay	1	N/A	
(4 Overlays for Financials, 5 Overlays for CRM, 1 Logo)			
Secure Signatures (includes 2 signatures)	1	N/A	
Tyler Output Processor			
Tyler Output Processor Server	1	8	
- Base Top Engine			
- Print Output Channel			
- Tyler Content Management Output Channel			
- Email Output Channel			
INCODE Content Management			
Tyler Content Manager Standard Edition (TCM SE)	1	32	
- Unlimited Full Use Licenses			
- Unlimited Retrieval Licenses			
- Multiple Scan Stations			
- Advanced OCR			
- Barcode Recognition			
- Content Manager for INCODE Applications			
INCODE Professional Services			
Network Support			
Project Management			
Final Implementation		80	
System Software			
System Software	1		

INCODE Subtotal	444	
Final Implementation	80	
Total	524	

Customer Name:Valencia County, NM

Contact:Eric Zamora

Date:August 12, 2011

Salesman:J. Monkenud

Data Conversion Breakdown

Application Software	Hours to be Delivered
General Ledger	
Chart of Accounts - No History	
Budgets	
Detail History (2 years plus the current year)	16
- Each additional year of detail (\$1210)	
Accounts Payable	
Vendor File - No History	
Detail History (2 years plus the current year)	
- Each additional year of detail (\$1210)	
Payroll	
Master File, History, YTD Balances	32
Fixed Assets	
Master File	8
Business License	16
AS400 Data Extraction Service available for an additional fee.	
Conversion Total	72

Customer Name:Valencia County, NM

Contact:Eric Zamora

Date:August 12, 2011

Salesman:J. Monkerud

RTA Fleet Management Software & Support Services

Description	QTY
RTA Vehicle Maintenance - Base System	
400 Units (Vehicles, Fueling, Work Orders, Tires, Parts, Bar Coding)	1
Free Technical Support using our Toll-Free Number for 1 year	
Free Updates and Enhancements for 1 year	
RTA Users Group Membership for 1 year	
RTA Comprehensive Users Manual / Installation Guide	
One Certificate for Free Full System Training Class in Phoenix (A \$500 Value)	
Network License (10 User)	1
Fueling System Interface	1
Image Viewer	1
Shipping	1

Please Note: RTA will schedule and invoice installation, training, travel expenses and maintenance separate from Tyler.

Customer Name:

Contact:

Date:

Salesman:

Valencia County, NM

Eric Zamora

August 12, 2011

J. Monkerud

Tyler Online Training Center

Service

Tyler Online Training Center

- Tyler Online Training Center
- Open for ALL Employees during subscription period
 - Unlimited Access to Live Webinars and Archived Webinars
 - Unlimited Access to Self Study Courses
 - Available 24/7
 - Continuing Professional Education Credit with NASBA Standards
 - Live Webinars conducted monthly with an estimated 60 webinars annually
 - Over 45 Online Self Study Courses
 - General business knowledge and Microsoft Office software based courses
 - Courses cover a variety of topics that span the entire suite of INCODE applications
 - o Financials
 - o Payroll
 - o Human Resources
 - o Utility Billing
 - o CRM
 - New Webinars and Self Study Courses added throughout the year

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org

Customer Name:

Valencia County, NM

Contact:

Eric Zamora

Date:

August 12, 2011

Salesman:

J. Monkerud

Assessor and Treasurer

License Fees - Software		qty
Eagle Assessor Base License Fee (per installation of the master application)		1
Parcel Specific Content Management (Scanning, Imaging & Content)		1
Modules		
Personal Property Module		1
Protest Tracking Module		1
Eagle Appraiser Base License Fee (per installation of the master application)		1
Parcel Specific Content Management (Scanning, Imaging & Content)		1
Modules		
Apex (County has 5 Licenses)		0
Marshall & Swift Licensing Fees		1
Annual Fee - Fee is subject to change annually.		
Commercial 963 parcels (currently available)		
Mobile/Manufactured 5374 parcels (future availability)		
Residential 17454 parcels (future availability)		
Agricultural 0 parcels (future availability)		
Marshall & Swift Interface Integration		1
Eagle GIS Viewer		1
Eagle Treasurer Base License Fee (per installation of the master application)		1
Parcel Specific Content Management (Scanning, Imaging & Content)		1
Hardware (Provided by County)		
Annual Database Support		
Support includes ongoing database monitoring, support and maintenance. Database is monitored on a daily basis via software notification processes. Database support includes all services to restore database or move database to a new Tyler approved hardware platform via remote services. Should on-site services be required, only travel and per diem expenses are charged. Database support requires Support Connectivity via Option 1 or Option 2. Please refer to the Database Support Information tab if you will be providing your own database support.		
Annual Support Connectivity		
CheckPoint Connectivity hardware and software. Annual support cost. Required for Web Hosting or Disaster Recovery.		
Additional Modules		qty
Assessor Workflow Options		1
Optional workflow with the Eagle Software Applications		
Treasurer Workflow Options		1
Optional workflow with the Eagle Software Applications		

Customer Name:Valencia County, NM
Contact:Eric Zamora
Date:August 12, 2011
Salesman:J. Monkerud

ASSESSOR & TREASURER SERVICES

DESCRIPTION OF SERVICES	Hours to be Delivered
<p>1. <u>Project Management</u> Includes estimated professional services required for on-site visits as well as general project development. Project management includes communications and meetings with end user staff members for general development the specific project; Project Plan and Schedule, Conversion Plan, Installation/Implementation Plan, Training Plan and schedule as well as data and software testing plan and on-going Project Management.</p>	68
<p>2. <u>Business Analysis</u> Includes estimated professional services required for information gathering on business processes, creation/discussion of forms, business/calculation models, workflow, etc. Specify software functions any required modifications/enhancements.</p>	320
<p>3. <u>Software Configuration & Staging</u> Includes estimated professional services for staging, configuration Installation of configured application software and hardware quoted. Includes the creation of the following number of appraisal models for Eagle Appraiser, setting up attributes, calculations, reports, etc.</p> <p>Number of Appraisal Models Included: 7</p>	120
<p>4. <u>Testing and User Acceptance</u> Includes estimated professional services for user testing and acceptance of all the software components (screens, models, current reports; forms; workflow, etc.).</p>	64
<p>5. <u>Installation</u> Includes estimated professional services for Installation of the base software and any hardware quoted herein. Includes configuration of database and application servers.</p>	20
<p>6. <u>Training and Implementation</u> Includes estimated professional services for training and Implementation required for a successful Implementation of the project.</p>	486
<p>7. <u>WebEx Remote Training Services</u> Includes estimated professional services for WebEx remotes training for follow-up training and annual processes for the balance of the calendar year.</p>	0
<p>8. <u>Go-Live Services</u> Includes estimated professional services for Go-Live Services.</p>	280
<p>9. <u>Production System Transition</u> Includes estimated professional services to transition from a training and Implementation status to a production system status.</p>	8
<p>10. <u>Data Upload</u> Tyler will supply the County with the exact file layout format required for uploading the data. The County will supply all data in a fixed ASCII text file on CD or other media mutually agreed upon in the exact file layout format as specified. If supplied in this format, a minimal upload fee will apply. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness.</p>	included
<p>11. <u>Image Upload</u></p>	included
<p>12. <u>Sketch Conversion - Priced for 300 sketches.</u> A sketch conversion may be required. Tyler will supply the County with the exact sketch file layout format and naming schema required. The County will supply all sketches on CD or other media mutually agreed upon and in the exact file layout format and naming convention as specified. The sketch conversion will be performed by a 3rd party company. The sketch upload will be performed by Tyler. If the sketches are supplied in any other format than the one required by Tyler, additional charges will apply. County will be responsible for reviewing the uploaded sketches for accuracy and completeness.</p>	included
<p>TOTAL</p>	1,386

Customer Name:

Contact:

Date:

Salesman:

Valencia County, NM

Eric Zamora

August 12, 2011

J. Monkerud

Eagle Recorder / Eagle Clerk

License Fees - Software		QTY
Base License Fee	(per installation of the master application)	1
Full Use Licenses	Full Use (Seat) Licenses	9
Public View Licenses	Public View (Seat) Licenses	2
Forms Printing	(per installation of the master application)	1
10	Number of Forms Included. Additional costs for additional form setup. Duplex printing requires a duplex printer.	
Public Printing	(per installation of the master application)	1
Eagle Minutes Module	(per installation of the master application)	1

Hardware (Provided by County)

Annual Database Support

Support includes ongoing database monitoring, support and maintenance. Database is monitored on a daily basis via software notification processes. Database support includes all services to restore database or move database to a new Tyler approved hardware platform via remote services. Should on-site services be required, only travel and per diem expenses are charged. Database support requires Support Connectivity via Option 1 or Option 2. Please refer to the Database Support Information tab if you will be providing your own database support.

Annual Hardware Support for Database and Servers:

Annual Support Connectivity:

CheckPoint Connectivity hardware and software. Annual support cost. Required for Web Hosting or Disaster Recovery.

Additional Modules	QTY
--------------------	-----

Quickdocs		
Integrated Electronic Document Recording Capability		1
Quickdocs Services		
Installation and Implementation - Assumes Quickdocs Training and Implementation occur in conjunction with EagleRecorder Training and Implementation. Fixed Service Fee.		1
Quickdocs Server		0
Assumes the use of the Eagle Recorder Server as the Quickdocs Server; unless County security requires a separate server for this purpose.		

Customer Name:
Contact:
Date:
Salesman:

Valencia County, NM
Eric Zamora
August 12, 2011
J. Monkerud

RECORDER & CLERK SERVICES

DESCRIPTION OF SERVICES	Hours to be Delivered
<u>Analysis, Design & Site Preparation</u>	32
Includes a Client Survey. Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms.	
<u>Conversion Services</u>	
<u>Data Upload</u>	included
This line item anticipates a complete data upload. Tyler will supply the County with the exact file layout format required for uploading the data. The County will supply all data in a fixed ASCII text file on CD or other media mutually agreed upon in the exact file layout format as specified. If supplied in this format, the minimal upload fee listed in the item will apply. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness.	
<u>Image Upload</u>	Included
This line item anticipates a complete image upload. Tyler will supply the County with the exact image file layout format required for uploading the images. The County will supply all images on CD or other media mutually agreed upon in the exact image layout format as specified. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide image count information (images in, images out; etc.). County will be responsible for reviewing the uploaded images for accuracy and completeness.	
<u>Staging of Software</u>	56
Includes professional services for all staging of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases.	
<u>Testing and User Acceptance</u>	32
Includes professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups; indexing macros; tables and lists; document codes; current reports; forms; fees and products).	
<u>Production System Transition</u>	6
Includes professional services to transition from implementation support to standard support.	
<u>Project Management</u>	36
Includes estimated professional services for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging, Installation, Training and Implementation Plan.	
<u>Installation</u>	20
Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.	
<u>Training Services</u>	
<u>Training and Implementation</u>	70
Includes estimated professional services for training and implementation required for a successful implementation of the project.	
<u>Go-Live Services</u>	56
Includes estimated professional services for Go-Live implementation and transition.	
<u>EagleMinutes Services</u>	40
This line item reflects the following EagleMinutes Services Assumptions: It is assumed that system configuration and installation occurs at the same time as EagleRecorder. It is suggested that all Minutes Users attend the EagleRecorder training sessions for Indexing, Scanning and Reports. Specific Minutes training and implementation services will be provided via Remote WebEx training sessions. A standard set of document templates are provided; additional document template creation can be provided at an additional cost. As service costs have been estimated, all services are billed on a time and materials basis. The actual charges will depend on the scope of work defined by the County.	
TOTAL	348

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license for the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to these products.

2) PRICE

a) The seven (7) year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.

b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

3) PAYMENT

a) Upon receipt of executed Agreement, COMPANY will invoice CLIENT in the amount of \$150,000. Upon the use of more than one suite of Tyler product, COMPANY will invoice CLIENT in the amount of \$150,000. Thereafter, and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.

b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

c) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.

d) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

e) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session, pursuant to the provisions of the New Mexico Open Meetings Act.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level. Failure of the COMPANY to perform according to the problem resolution plan shall be grounds for the termination of this contract for cause by the CLIENT upon thirty (30) days written notice to the COMPANY.

b) In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the New Mexico Uniform Arbitration Act, NMSA 1978, Section 44-7A-1 *et seq.*

c). In the event this Agreement results in dispute, mediation, litigation, or settlement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

8) TERMINATION, CANCELLATION OR MODIFICATION

Except as provided for in Sections 7 and 12, this Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any reasonable expenses incurred by COMPANY prior to and/or during the exit process.

9) SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10) NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

11) NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

12) NONAPPROPRIATION

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and thus Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 7 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Property during the fiscal year following termination of this Agreement.

13) ENTIRE AGREEMENT

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

14) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

15) APPROVAL OF GOVERNING BODY

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

PROFESSIONAL SERVICES

1) SERVICES PROVIDED

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.

2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS

- a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.
- b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.
- c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.
- d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.
- e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

3) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

4) SITE REQUIREMENTS

- a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

5) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

6) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

7) LIMITATION OF LIABILITY

COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

8) TERMINATION, CANCELLATION

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

Annual Software Maintenance Agreement

1) LICENSING OF UPDATES, RELEASES, AND NEW VERSIONS OF THE INSTALLED SOFTWARE PRODUCTS

a) CLIENT'S license of the COMPANY'S installed software products set forth in the Investment Summary shall be extended to include any and all updates, releases, and/or new versions of the installed software products delivered to CLIENT under this Annual Software Maintenance Agreement.

b) For as long as a current Annual Software Maintenance Agreement is in place, COMPANY shall promptly correct any functions of the software products which fail to substantially comply with COMPANY's current specifications for the most current version of the software products. If CLIENT has made modifications to the software products, COMPANY will not make such corrections, unless modifications were specifically authorized in writing by COMPANY.

c) COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

2) TERMS AND CONDITIONS FOR SUPPORT

a) COMPANY shall provide software related CLIENT support during standard support hours. Currently, standard support hours are from 7:00am to 7:00pm, Central Standard Time, Monday thru Friday, excluding holidays. COMPANY reserves the right to modify these support hours as COMPANY sees fit in order to better

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

serve its entire client base. Assistance and support requests which require special assistance from COMPANY's development group will be taken and directed by support personnel.

b) COMPANY will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

c) COMPANY will provide CLIENT with all updates that COMPANY may make to the then current version of the installed software products covered in this Agreement. CLIENT agrees to install such updates promptly after receipt.

d) CLIENT acknowledges that the updates/enhancements may not be compatible with CLIENT's particular hardware configuration or operating system. CLIENT acknowledges that additional hardware and software may be required at the CLIENT's expense in order to utilize the updates/enhancements.

e) COMPANY will make available appropriately trained personnel to provide CLIENT additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses. *COMPANY employs many CPAs but is not a board registered CPA firm.*

f) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

3) Additional Services. The services listed below are not included in the COMPANY Software Maintenance Agreement. These services shall be provided at COMPANY's discretion and will be billed on a Time and Materials basis at COMPANY's then current rates:

a) Changes to print programs;

b) Software modifications;

c) Software Training;

d) Responding to problems caused by bad data;

e) Responding to problems caused by hardware;

f) Responding to problems caused by operator error;

g) Responding to problems caused by software that is not COMPANY software;

h) Responding to problems resulting from misuse, accidents, CLIENT neglect, fire, or any other cause not within COMPANY's reasonable control;

i) Changes made to the COMPANY Software by someone other than COMPANY personnel; and

j) Any other services performed by COMPANY not otherwise specifically provided for in this Agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.

4) Limitations and Exclusions. The support and services of this Annual Software Maintenance Agreement do not include the following:

a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of standard support hours.

b) CLIENT shall be responsible for implementing, at its expense, all changes to the current version. CLIENT understands that changes furnished by COMPANY for the current version are for implementation in the current installed software products version, as it exists without customization or CLIENT alteration.

c) If CLIENT has made modifications to the software products, COMPANY will not support the modified software products, unless modifications were specifically authorized in writing by COMPANY.

5) CLIENT Responsibilities.

a) CLIENT shall provide, at no charge to COMPANY, full and free access to the software programs covered hereunder, including the following: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by COMPANY and additionally specifies that the environment for any COMPANY software application requires the CLIENT to have e-mail and Internet access.

COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT will be responsible for all additional costs incurred to the extent such hardware and software does not conform to COMPANY's current specifications. The acquisitions of necessary hardware and software meeting the requirements then in effect shall be sole responsibility of the CLIENT.

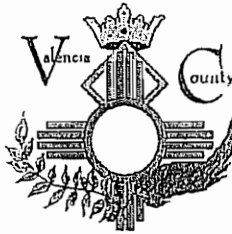
b) CLIENT shall maintain a high speed internet connection (DSL, Cable, or faster) and must be able to provide COMPANY with IP connection to CLIENT's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution. COMPANY is not responsible for purchase of VPN client software license or configuration of CLIENT's firewall settings. If CLIENT will not allow access through GotoAssist, COMPANY cannot guarantee support standards will be met.

c) CLIENT must maintain an active e-mail address capable of receiving a 5 MB attachment. This e-mail account must be accessible from a PC connected to the server hosting the COMPANY software applications.

d) CLIENT must open firewall ports to enable access to COMPANY's FTP server for program updates via Live Update.

e) CLIENT is responsible for reading and complying with COMPANY's Systems Requirements.

f) CLIENT is responsible for ensuring that data and application backup processing is occurring, as well as, verifying the existence and accuracy of the data being backed up. For mission critical data, COMPANY highly recommends regularly scheduled off-site backup services, as well as, frequent local backups.



VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION 2011- 40

**A RESOLUTION SUPPORTING A MEMBER AT LARGE TO SERVE ON THE VALENCIA
REGIONAL EMERGENCY COMMUNICATIONS CENTER BOARD OF DIRECTORS**

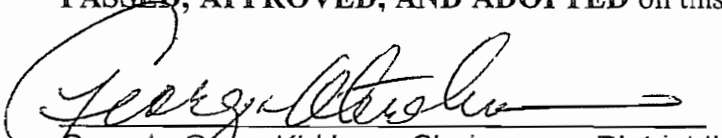
WHEREAS, The Valencia Regional Emergency Communications board members met on March 31, 2011 and by a majority vote approved Russell Griego to serve on the Board of Directors filling the vacant position of Member At Large; and

WHEREAS, The vacant Member At Large position requires a majority vote of the member municipalities and the County Commission governing bodies for final approval; and

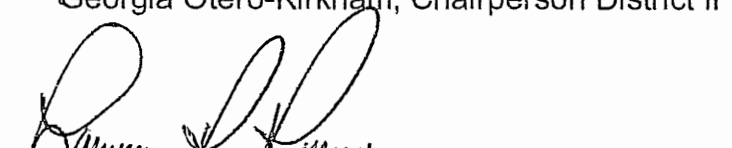
WHEREAS, the Governing Body of the Village of Los Lunas, New Mexico met in regular session on April 14, 2011 to consider adopting a Resolution to establish support for the Member At Large candidate Russell Griego to serve on the 911 Valencia Regional Emergency Communications Center vacant position.

NOW THEREFORE, BE IT RESOLVED, the Valencia County Board of County Commissioners supports the Board of Directors approval of Member At Large candidate Russell Griego to serve on the 911 Valencia Regional Emergency Communications Center Board of Directors vacant position.

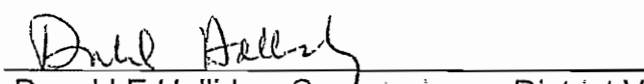
PASSED, APPROVED, AND ADOPTED on this 7th day of **September, 2011**.


Georgia Otero-Kirkham, Chairperson District II


Mary J. Andersen, Vice Chair, District I

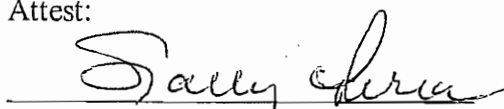

Lawrence R. Romero, Commissioner, District III


Ron Gentry, Commissioner, District IV


Donald E. Holliday, Commissioner, District V

(EXHIBIT F)

Attest:


Sally Perea, County Clerk

BOOK 71

PAGE 989



RESOLUTION NO. 11-11
A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF LOS LUNAS
SUPPORTING A MEMBER AT LARGE TO SERVE ON THE VALENCIA
REGIONAL EMERGENCY COMMUNICATIONS CENTER BOARD OF
DIRECTORS

WHEREAS, The 911 Valencia Regional Emergency Communications Center board members met on March 31, 2011 and by majority vote approved Russell Griego to serve on the Board of Directors filling the vacant position of Member At Large; and

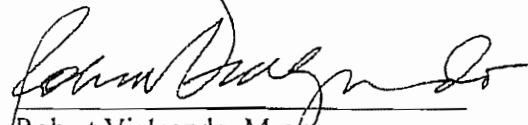
WHEREAS, The vacant Member At Large position requires a majority vote of the member municipalities and the County Commission governing bodies for final approval; and

WHEREAS, the Governing Body of the Village of Los Lunas, New Mexico met in regular session on April 14, 2011 to consider adopting a Resolution to establish support for the Member At Large candidate Russell Griego to serve on the 911 Valencia Regional Emergency Communications Center vacant position.

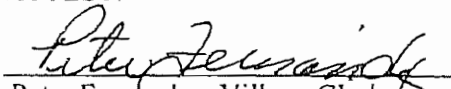
NOW THEREFORE BE IT RESOLVED by the governing body of the Village of Los Lunas, County of Valencia, and State of New Mexico supports the Board of Directors approval of Member At Large candidate Russell Griego to serve on the 911 Valencia Regional Emergency Communications Center Board of Directors vacant position.

That the Los Lunas Village Council;

PASSED, APPROVED, SIGNED AND ADOPTED this 14th day of April, 2011.


Robert Vialpando, Mayor

ATTEST:


Peter Fernandez, Village Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF VALENCIA COUNTY

In the matter of Amending the Zone Map
from O-D to C-2, Valencia County, New
Mexico, application by Oscar Palacio and
Ana Montoya (agent)

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

THIS MATTER came before the Board of County Commissioners of Valencia County (“the Board”) on August 10, 2011, and was held pursuant to the applicant's, Oscar Palacio and Ana Montoya (agent), application to Amend the Zoning Map from an Outland District (O-D) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R1E, Section 4; NMPM; Lands of Nicolas Duran De Chavez Grant; Lot 44 and South ½ of Lot 38; Zoned O-D; Filed in Book 348, Page 9862; 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 August 17, 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 an Outland District (O-D) zoning designation to a Community Commercial (C-2) zoning designation on the property commonly described as: T6N, R1E, Section 4; NMPM; Lands of Nicolas Duran De Chavez Grant; Lot 44 and South ½ of Lot 38; Zoned O-D; Filed in Book 348, Page 9862; of the Office of the Valencia County Clerk.
3. Approval of the application will result in allowing a horse training and event center facility on the subject property.
4. The property for which the zone change is requested has an Outland District (O-D) zoning designation.
5. The purpose of this zone district is to accommodate large areas which are mostly vacant, unplatted or minimally platted and predominately undeveloped. Limited, low-density residential development and ranching activities are allowed; but any other use of land in this district is subject to site plan review and permit approval.
6. The proposed use is not permitted in the Outland District (OD) zoning district.
7. The purpose of the Community Commercial (C-2) District is to provide for more intensive commercial services than in the C-1 District for numerous neighborhoods in the geographic area.
8. The proposed use is for a horse training and event center.
9. The proposed use is a Permitted Use in the Community Commercial (C-2) zoning district.
10. The surrounding uses of the subject property is limited residential development and cattle grazing.
11. The subject property is not located in a designated “Activity Center,” as defined by the Valencia County Comprehensive Plan.
12. Access to the subject property is approximately 2 miles north of Highway 6 off of Dalies road.
13. Dalies road is an unpaved road that is approximately 20 feet wide.
14. To access the subject property, you must cross a railroad track owned by BS&F.
15. The Planning and Zoning board heard the case on May 25, 2011, at which time it was tabled as the board requested additional information from the applicant.

(EXHIBIT G)

16. The Planning and Zoning board heard the case on June 22, 2011.
17. The applicant failed to provide the additional information requested by the Planning and Zoning Commission.
18. After hearing testimony from the applicant and taking public comments on the matter, the P&Z Commission voted 3-1 to deny the zone change.
19. The Planning and Zoning Commission found that the zone change was inappropriate considering the surrounding land uses and changes in the area.
20. The Planning and Zoning Commission found that there was not adequate infrastructure for the proposed zone change.
21. The Board finds the findings of the Planning and Zoning Commission well taken, and adopts them in their entirety.
22. Anna Montoya (agent) testified that the facility will be used for events and concerts and will be available to rent for receptions.
23. Sylvester Brown, a Valencia County resident who resides at 390 Gallo Rd., testified that the noise and traffic generated from the proposed use will be a nuisance and expressed his opposition to the zone change.
24. Bernard Thompson, a Valencia County resident who resides near the subject property stated that rail crossing is dangerous because rail guards are not placed on the track and expressed his opposition to the zone change.
25. Marvin Clinger, a Valencia County resident who resides near the subject property expressed his opposition to the zone change.
26. Lynn Ray, a Valencia County resident who resides near the subject property stated that she was concerned the subject property would be used for match racing and this type of use can be cruel to the horses and expressed her opposition to the zone change.
27. The Board of County Commissioners held a Public Hearing on this request on August 10, 2011.
28. After hearing testimony from the applicant and taking public comments on the matter, the Board of County Commissioners voted 5-0 to deny this request on August 17, 2011.
29. The findings made by the Board are each independent reasons for the decision of the Board in denying 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 Oscar Palacio.

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. Land Use and Housing Development Goal B of the Comprehensive Plan encourages the County to "Protect and enhance the distinctive identities of the unincorporated communities and subregions within the County."

L. Regional Infrastructure Goal J of the Comprehensive Plan encourages the County to "steer urbanizing development to areas where adequate infrastructure, utilities, and public services are available."

M. Historical and Cultural Resources Goal T of the Comprehensive Plan encourages the County to "Protect the scenic resources and unique visual elements of the County."

N. Future development patterns and activity centers encourage the County to accommodate anticipated growth through the development of activity centers.

O. Activity centers are "distinctive areas which would be allowed to attract intensive development with the County's support and assistance."

P. Section 154.061 (C) (2) of the Zoning Ordinance requires that "[t]he proposed change [be] appropriate considering...the surrounding land uses, density and pattern of development in the area..."

Q. The land use proposed by the Applicant is inconsistent with the Zoning Ordinance and the Land Use and Housing Development Goals of the Comprehensive Plan.

Decision

IT IS THEREFORE ORDERED that the zone change requested by applicant Oscar Palacio and Ana Montoya (agent) to amend the Zoning Map on the property commonly described as: T6N, R1E, Section 4; NMPM; Lands of Nicolas Duran De Chavez Grant; Lot 44 and South ½ of Lot 38; Zoned O-D; Filed in Book 348, Page 9862; of the Office of the Valencia County Clerk from Outland District (O-D) zoning designation to a Community Commercial (C-2) zoning designation is hereby denied by a vote of 5-0.

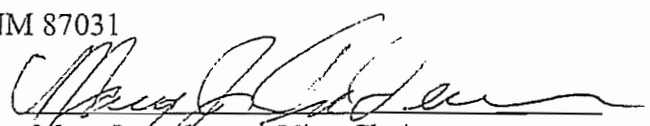
Approved and passed 15th of June 2011, by the Board of County Commissioners of Valencia County.

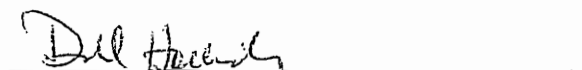
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY


P.O. Box 1119 / 444 Luna Ave

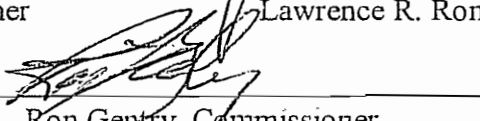
Los Lunas, NM 87031


Georgia Otero-Kirkham, Chair

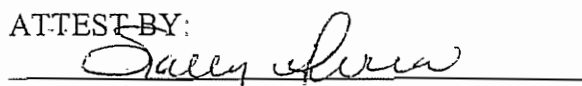

Mary J. Andersen, Vice-Chair


Donald E. Holliday, Commissioner


Lawrence R. Romero, Commissioner


Ron Gentry, Commissioner

ATTEST BY:


Sally Perea, County Clerk
Date: Sept. 7, 2011

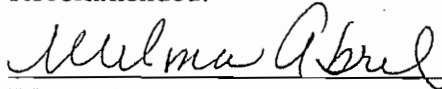
**VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on
08/12/2011 covering payroll process on the above date.
Direct Deposit Check 21368 thru direct deposit check# 21553 inclusive.
Deduction Check# 109378 thru deduction check# 109407 inclusive.
Payroll Check # 90742 thru payroll check # 90819 inclusive.
Listing total \$ 363,852.29
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.

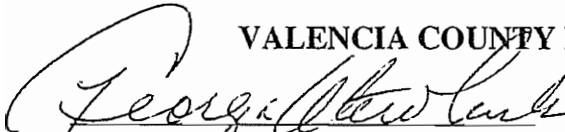
Recommended:

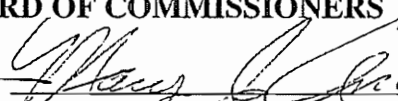


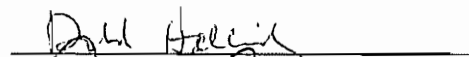
Wilma Abril, Finance Director

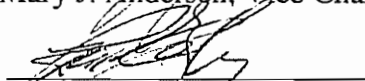
Done this 17th day of August, 2011

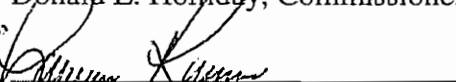
VALENCIA COUNTY BOARD OF COMMISSIONERS


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 H)

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

Sally Perea

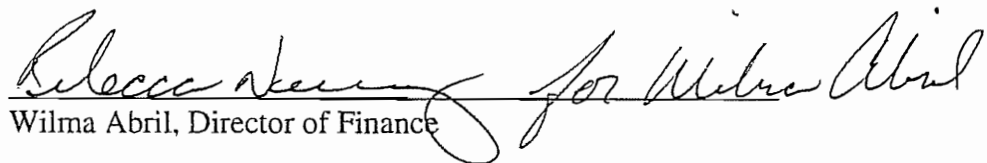
The attached computer printout lists all the checks issued by the Manager's Office on August 17, 2011 covering vendor bills processed on the above date. Check # 109497 to #109552 inclusive, for the total of \$219,191.21.

All have been reviewed for:

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

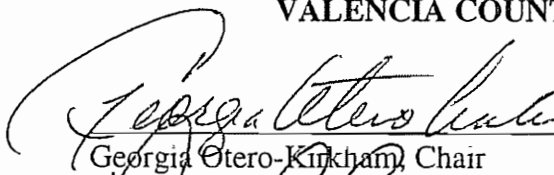
In recognition of the above, the Fiscal Office requests this action be officially recorded in the minutes of the regular county commission meeting before which body this matter came.

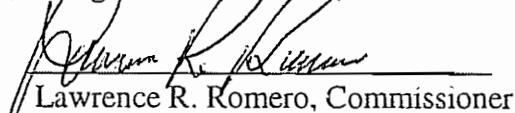
Recommended:

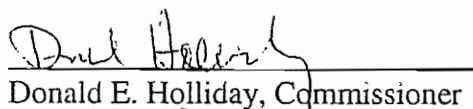

Wilma Abril, Director of Finance

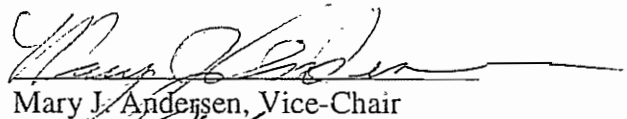
Done this 17th day of August, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS


Georgia Otero-Kirkham, Chair


Lawrence R. Romero, Commissioner


Donald E. Holliday, Commissioner


Mary J. Andersen, Vice-Chair


Ron Gentry, Commissioner

ATTEST:


Sally Perea, County Clerk

(EXHIBIT I)

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

The attached computer printout lists all the checks issued by the Manager's Office on August 24, 2011 covering vendor bills processed on the above date. Check # 109553 to #109629 inclusive, for the total of \$181,207.33.

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 Griego for Wilma Abril
Wilma Abril, Director of Finance

Done this 7th day of September, 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 J)

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
08/26/2011 covering payroll process on the above date.
Direct Deposit Check 21554 thru direct deposit check# 21742 inclusive.
Deduction Check# 109630 thru deduction check# 109660 inclusive.
Payroll Check # 90820 thru payroll check # 90898 inclusive.
Listing total \$ 363481.53
All have been reviewed for:

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

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

Recommended:

Wilma Abril
Wilma Abril, Finance Director

Done this 7th day of September, 2011

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice Chair

Donald E. Holliday
Donald E. Holliday, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT K)

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 August 31, 2011 covering vendor bills processed on the above date. Check # 109664 to #109753 inclusive, for the total of \$102,323.61.

All have been reviewed for:

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

In recognition of the above, the 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 Lange for Wilma Abril
Wilma Abril, Director of Finance

Done this 7th day of September, 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 L)