



September 21, 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: September 7, 2011-Business Meeting; September 14, 2011-Public Hearing Meeting

#### PRESENTATION(S)

- 5) Regional Plan for Sustainable Government – Thaddeus Lucero/Dewey Cave (MRCOG)
- 6) Valencia County Cooperative Extension Service – Quarterly Report – Brenda Velasquez
- 7) Pre-Trial Services – Chris Marquez

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

- 8) Reports from Manager, Commissions, Boards & Committees

#### ACTION ITEM(S)

#### **BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD**

- 9) Consideration of Indigent Report / Appeals: **Kenny Griego / Barbara Baker**

#### **BOARD RECONVENES AS BOARD OF COUNTY COMMISSIONERS**

- 10) Consideration to Approve Contract Amendment #2 to Allow Expansion of the Valencia County Juvenile Justice Board Services: **Cynthia Ferrari**
- 11) Consideration to amend the Zoning Map from RR-2 to C-2 on the subject property defined as: T6N, R2E, Section 20, Map 87; NMPM; Zoned RR-2; Tract 87A1 & 87A2; Filed in Book 365, Page 2940; of the office of the Valencia County Clerk. **Eric Zamora / Jacobo Martinez**
- 12) Consideration of RFP# 192, Contract with Parsons Brinkerhoff for Manzano Expressway Rehabilitation "Engineering Services": **Eric Zamora**
- 13) Consideration of Resolution 2011-\_\_\_\_: Authorizing Suspension of Hospital Mill Levy for Fiscal Year 2011: **Commissioner Ron Gentry**

- 14) Request for Approval of Bid 667 Foods Non-foods, Meat, Fish, Poultry & Dairy-Valencia County Older American Program: **Kenny Griego**
- 15) Consideration of the Nutrition Service Incentive Program Contract and Notification of Grant Awards: **Kenny Griego**
- 16) Consideration of Professional Document Systems (PDS) Contract for Converting Images and Data from all Types of Media from Books to Existing Computer Files: **Sally Perea**
- 17) Consideration of Resolution 2011-\_\_\_: Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and between Valencia County and the New Mexico Finance Authority for the Purchase of the Fire Tanker for Valencia-El Cerro Fire Department in the amount of \$253,750: **Glenda Chavez / Charles Eaton**
- 18) Consideration of Resolution 2011-\_\_\_: Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and between Valencia County and the New Mexico Finance Authority for the Purchase of a Brush Truck for the Jarales-Pueblitos Fire Department in the amount of \$169,393: **Glenda Chavez / Charles Eaton**
- 19) Consideration of Resolution 2011-\_\_\_: Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and between Valencia County and the New Mexico Finance Authority for the Purchase of Fire Tanker for Manzano Vista Fire Department in the amount of \$253,750: **Glenda Chavez / Charles Eaton**
- 20) Consideration of 2011 Property Tax Rates 7-37-7 NMSA: **Viola Vallejos**

**FINANCIAL MATTERS:**

- 21) 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 *Lone Mountain*; 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:**

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

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

September 21, 2011

<b>PRESENT</b>	
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 Andersen moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) Approval of Minutes: September 7, 2011 Business Meeting

September 14, 2011 Public Hearing Meeting

Commissioner Holliday moved for approval of the minutes of the September 7, 2011 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

Commissioner Holliday moved for approval of the minutes of the September 14, 2011 Public Hearing Meeting. Seconded by Commissioner Romero. Motion carried unanimously.

### PRESENTATION(S)

5) Regional Plan for Sustainable Government- Thaddeus Lucero / Dewey Cave (MRCOG).

Mr. Dewey Cave said this is a project that will support the whole idea of Regionalism and how the Region works cooperatively together. The application is called a Sustainable Communities Regional Planning Grant that comes from the HUD office that is in the process of applying for and involves all the governments within the region.

Director of Planning and General Services Thaddeus Lucero stated the focus is primarily housing and housing around the rail runner corridors. What the COG staff discussed was creating a master plan for the region to identify where growth is going to occur. This is a \$3 million grant for a three year term. This grant is due October 6, 2011 and they are asking for the counties and communities not only letters of support but a 20% match.

Commissioner Andersen asked what kind of money are you looking for from Valencia County or how do we figure out whether the county can come anywhere near that if the commission decides to do this.

Mr. Lucero said it'll be between \$30,000 – \$35,000 over a three year time period and the letter of approval has to be in by October 6, 2011.

6) Valencia County Cooperative Extension Service Quarterly Report – Brenda Velasquez

Kyle Taylor and 4-H Agent Vera Gibson of the Valencia County Cooperative Extension Service presented their quarterly report which included several activities and stated they had been invited to the Eastern New Mexico State Fair. Upcoming events; 6<sup>th</sup> Annual Fall Farm Festival on October 22<sup>nd</sup>, on November 5<sup>th</sup> a fundraiser working on in collaboration with New Mexico State Hockey League and the start of the new 4-H year with enrollment starting on October 1<sup>st</sup> through February 1<sup>st</sup>.

7) Pre-Trial Services – Chris Marquez

Chris Marquez updated the commission on the Pre-Trial Services Program. As of April 1<sup>st</sup> – June 30<sup>th</sup> Pre-Trial Services supervised 82 clients. They began the quarter with 55, took in 27 new referrals from local judges and discharged a total of 19 clients before June 30<sup>th</sup>. Total client days for the second quarter was 5,356 and based on statistics from Warden

Chavez who is paying \$60.00 per inmate per day to send inmates out of the county, the 5,365 client days add up to \$321,360. If Pre-Trial Services were not available, the number of individuals that would go back into incarceration would be about half. Right now the judges are using the program more effectively, evident by the growing ratio of district court cases as opposed to magistrate court case.

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

**8) Reports from Manager, Commissions, Boards & Committees**

County Manager Eric Zamora informed the commission that County Planner Jacobo Martinez has been scheduled for the October 5<sup>th</sup> agenda for an update on Solar Field Overlay Zone which is a Overlay Zoning in a specific district which would be a easier step then going through a complete zone change process for this type of activity.

As a result of the new census data received earlier this year one of the impacts to the county is that we are now eligible for another member on the Regional Transit District Board at the Council of Governments. This will be presented at the next commission meeting for any suggestions and will be taken back to the Council of Governments.

An update on the CAP Co-op and school bus projects, final approval has not been received from the Department of Transportation. It looks like they're just backed up on paperwork and approval should be received within the next week.

Notice has been received from the Department of the Air Force on the Draft Environmental Assessment for the establishment of low altitude training for Cannon Air force Base. This is an environmental document which is open to public comment and the comment period begins on September 7<sup>th</sup> and runs for sixty days with public comments ending on November 7<sup>th</sup>. Anyone wishing to make comments can contact Mr. Zamora's Office for more information.

The Regional Call Center will have an open house with the date provided at a later time and invitations will be sent out. The new equipment has been installed which will be available for public viewing at the open house.

At the last board meeting of the Valencia Regional Emergency Communications Center held on August 25, 2011 the topic of the Certificate of Transport came up and we're due for an update on the impact and what we are trying to accomplish with this and the board seems to be at a loss as to where the project is going. This should be placed on one of the upcoming commission meeting as a discussion item.

**ACTION ITEM(S)**

**BOARD OF COUNTY COMMISSIONERS CONVENES AS INDIGENT CLAIMS BOARD**

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

**9) Consideration of Indigent Report / Appeals: Kenny Griego / Barbara Baker**

Ms. Barbara Baker presented the Indigent Claims from August 5, 2011 to September 9, 2011 and requested approval of \$83,374.06.

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

**BOARD RECONVENES AS BOARD OF COUNTY COMMISSIONERS**

Commissioner Holliday moved to reconvene as the Board of County Commissioners. Seconded by Commissioner Andersen. Motion carried unanimously.

**10) Consideration to Approve Contract Amendment #2 to Allow Expansion of the Valencia County Juvenile Justice Board Services – Cynthia Ferrari**

Ms. Ferrari requested approval of the second amendment to contract #11-690-13020 between CYFD and Valencia County. This will serve the purpose of extending the term of the contract through June 30, 2012. It will increase compensation for fiscal year 2012 by \$50,000.00 for a total of \$87,500.00 and includes a revised budget attachment. There is no cost to the county.

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

**11) Consideration to Amend the Zoning Map from RR-2 to C-2 on the Subject Property Defined as: T6N, R23, Section 20, Map 87 NMPM, Zoned RR-2, Tract 87A1 & 87A2, Filed**

Minutes of September 21, 2011 Regular Business Meeting

**in Book 365, Page 2949 of the Office of the Valencia County Clerk – Eric Zamora / Jacobo Martinez.**

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

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

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

**13) Consideration of Resolution 2011 , Authorizing Suspension of Hospital Mill Levy for Fiscal Year 2011 – Commissioner Ron Gentry**

Commissioner Gentry said this resolution suspends the collection of the mill levy for only one year and then it goes back into automatic taxation for the duration of the mill levy. This is to give some tax relief to the county taxpayers in light of the economic situation. This mill levy was passed for the operation and maintenance only for a hospital facility to be built in Valencia County.

Commissioner Gentry moved for approval to accept for one year the exemption and suspension of taxes for the constituents of Valencia County. Seconded by Commissioner Romero. Motion failed 2-3.

**14) Request for Approval of Bid 667 Foods Non-Foods: Meat, Fish Poultry & Dairy – Valencia County Older American Program – Kenny Griego.**

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

**15) Consideration of the Nutrition Service Incentive Program Contract and Notification of Grant Awards- Kenny Griego.**

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

**16) Consideration of Professional Documents Systems (PDS) Contract for Converting Images and Data from all Types of Media from Books to Existing Computer Files – Sally Perea.**

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

**17) Consideration of Resolution 2011-41, Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and Between Valencia County and the New Mexico Finance Authority for the Purchase of the Fire Tanker for Valencia-El Cerro Fire Department in the Amount of \$253,750 - Glenda Chavez / Charles Eaton.**

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

County Clerk Sally Perea announced Resolution 2011-41. (See Exhibit F)

**18) Consideration of Resolution 2011-42, Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and Between Valencia County and the New Mexico Finance authority for the Purchase of a Brush Truck for the Jarales – Pueblitos Fire Department in the Amount of \$169,393 \_ Glenda Chavez / Charles Eaton.**

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

County Clerk Sally Perea announced Resolution 2011-42. (See Exhibit G)

**19) Consideration of Resolution 2011-43, Authorizing the Execution and Delivery of a Loan Agreement and Intercept by and Between Valencia County and the New Mexico Finance Authority for the Purchase of Fire Tanker for Manzano Vista Fire Department in the Amount of \$253,750 – Glenda Chavez / Charles Eaton.**

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

County Clerk Sally Perea announced resolution 2011-43. (See Exhibit H)

**20) Consideration of 2011 Property Tax Rates 7-37-7 NMSA – Viola Vallejos**

Commissioner Andersen moved for approval. Seconded by Madam Chair. Motion carried unanimously. (See Exhibit I)

#### **FINANCIAL MATTERS:**

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

Madam Chair moved for approval of payroll / warrants. Seconded by Commissioner Holliday. Motion Carried unanimously. (See Exhibits J-L)

**PUBLIC COMMENT:**

Those members of the audience making comments were Valencia County residents Jim Crawford, Mike Wood, Sue Moran, Lillie McNabb, Carol Romero and Mary Wood.

**EXECUTIVE SESSION:**

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

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

County Attorney Adren Nance stated the matters that were discussed in Executive Session were limited to a) limited personnel matters and e) pending litigation *Lone Mountain* and no final action was taken.

Motion was made by Commissioner Romero to approve the summary stated by counsel. Seconded by Commissioner Andersen. Commissioner Romero voted yes. Commissioner Andersen voted yes. Commissioner Holliday voted yes. Commissioner Gentry voted yes. Madam Chair voted yes. Motion carried 5-0.

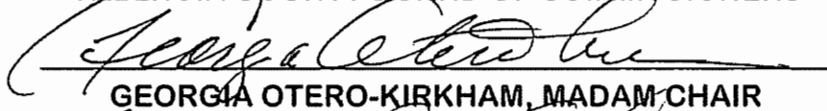
The next Regular Meeting of the Valencia County Board of County Commission will be held on October 5, 2011 at 9:30 P.M. in the County Commission Room at the Valencia County Courthouse.

**ADJOURNMENT:**

Commissioner Holliday moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME: 11:45 A.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the September 21, 2011 Regular 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, MADAM CHAIR

  
MARY J. ANDERSEN, VICE-CHAIRMAN

  
LAWRENCE R. ROMERO, MEMBER

  
RON GENTRY, MEMBER

  
DONALD E. HOLLIDAY, MEMBER

ATTEST:

  
SALLY PEREA, COUNTY CLERK

10-5-2011  
DATE

## VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	55738	10347	1,355.24	955.24	400.00
UNM Health Sciences Center	203192065	10347	31,544.28	28,544.28	3,000.00
Living Cross Ambulance	52548	10348	1,030.57	630.57	400.00
UNM Health Sciences Center	201413853	10348	148,409.33	145,409.33	3,000.00
Living Cross Ambulance	56332	10349	1,410.16	1,010.16	400.00
Living Cross Ambulance	56330	10349	1,410.16	1,010.16	400.00
Presbyterian Hospital	009008906-1196	10349	2,352.40	1,252.40	1,100.00
Presbyterian Hospital	009008906-1204	10349	150.00	50.00	100.00
Presbyterian Hospital	009008906-1205	10349	3,458.00	1,658.00	1,800.00
Lovelace Medical Center	P1120400102	10350	20,545.00	17,545.00	3,000.00
Living Cross Ambulance	52531	10351	1,222.79	822.79	400.00
UNM Health Sciences Center	201457025	10351	20,176.03	17,176.03	3,000.00
Living Cross Ambulance	56017	10352	1,140.41	740.41	400.00
UNM Health Sciences Center	203374780	10352	12,242.89	9,242.89	3,000.00
Living Cross Ambulance	53438	10353	961.92	961.92	0.00
Living Cross Ambulance	55830	10354	1,341.51	941.51	400.00
Living Cross Ambulance	56227	10355	1,272.86	872.86	400.00
Lovelace Medical Center	P11183-00008	10355	1,350.00	850.00	500.00
<b>TOTALS</b>			251,373.55	229,673.55	21,700.00

( EXHIBIT A )

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## VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Lovelace Medical Center	P11173-00736	10355	16,333.00	13,833.00	2,500.00
Living Cross Ambulance	56403	10356	1,272.86	872.86	400.00
UNM Health Sciences Center	203541586	10356	2,265.25	521.01	1,744.24
Living Cross Ambulance	55124	10357	1,355.24	955.24	400.00
UNM Health Sciences Center	202892196	10357	780.00	179.40	600.60
Living Cross Ambulance	52534	10358	1,382.70	1,382.70	0.00
Living Cross Ambulance	55087	10359	1,190.48	1,190.48	0.00
Living Cross Ambulance	51889	10360	1,231.67	1,231.67	0.00
Living Cross Ambulance	55475	10361	1,355.24	1,355.24	0.00
Living Cross Ambulance	56060	10362	1,121.83	721.83	400.00
UNM Health Sciences Center	203317813	10362	1,507.00	346.61	1,160.39
Living Cross Ambulance	54366	10363	1,410.16	1,010.16	400.00
UNM Health Sciences Center	199414319	10364	8,824.20	5,824.20	3,000.00
UNM Health Sciences Center	202427027	10365	26,425.04	23,425.04	3,000.00
Living Cross Ambulance	55111	10366	1,016.84	616.84	400.00
UNM Health Sciences Center	202812640	10366	250.00	57.50	192.50
Presbyterian Hospital	020702439-1204	10367	4,038.00	3,038.00	1,000.00
Presbyterian Hospital	020702439-1207	10367	10,724.18	8,724.18	2,000.00
<b>TOTALS</b>			82,483.69	65,285.96	17,197.73



## VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	53302	10368	103.38	103.38	0.00
Living Cross Ambulance	52730	10369	1,341.51	1,341.51	0.00
Lovelace Medical Center	P1119100230	10370	27,988.00	24,988.00	3,000.00
Living Cross Ambulance	56817	10371	961.92	561.92	400.00
Living Cross Ambulance	56761	10371	1,272.86	872.86	400.00
Presbyterian Hospital	020483461-1213	10371	3,268.76	3,268.76	0.00
Presbyterian Hospital	020161945-1203	10372	11,569.00	11,569.00	0.00
Living Cross Ambulance	56069	10373	1,368.97	968.97	400.00
UNM Health Sciences Center	203323167	10373	5,439.95	2,439.95	3,000.00
Living Cross Ambulance	53639	10374	1,030.57	630.57	400.00
UNM Health Sciences Center	202065116	10374	12,217.80	9,217.80	3,000.00
Living Cross Ambulance	55826	10375	1,204.21	1,204.21	0.00
Living Cross Ambulance	57215	10375	920.73	920.73	0.00
Living Cross Ambulance	55297	10376	1,190.48	1,190.48	0.00
Lovelace Medical Center	P11096-00808	10377	31,120.00	31,120.00	0.00
Lovelace Medical Center	P11186-00733	10377	30,193.00	30,193.00	0.00
Living Cross Ambulance	55653	10378	1,126.68	726.68	400.00
UNM Health Sciences Center	203169545	10378	3,798.40	873.63	2,924.77
<b>TOTALS</b>			136,116.22	122,191.45	13,924.77

## VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	57381	10379	948.19	548.19	400.00
UNM Health Sciences Center	204161533	10379	917.00	210.91	706.09
Living Cross Ambulance	57351	10380	1,112.95	712.95	400.00
UNM Health Sciences Center	204113682	10380	1,980.40	455.49	1,524.91
Albuquerque Ambulance	11-47956	10381	624.00	224.00	400.00
UNM Health Sciences Center	202217683	10382	1,779.00	409.17	1,369.83
Living Cross Ambulance	54780	10383	1,112.95	712.95	400.00
Presbyterian Hospital	002011523-1167	10383	856.80	356.80	500.00
Living Cross Ambulance	55736	10383	1,163.02	763.02	400.00
UNM Health Sciences Center	203187950	10383	10,359.60	7,859.60	2,500.00
Living Cross Ambulance	56303	10384	1,327.78	927.78	400.00
Presbyterian Hospital	020681935-1188	10384	3,740.44	2,490.44	1,250.00
Living Cross Ambulance	56675	10384	1,163.02	763.02	400.00
UNM Health Sciences Center	203759428	10384	4,785.35	3,035.35	1,750.00
Living Cross Ambulance	56837	10385	1,355.24	955.24	400.00
UNM Health Sciences Center	203809611	10385	1,686.00	387.78	1,298.22
UNM Health Sciences Center	203968474	10385	1,737.05	399.52	1,337.53
Living Cross Ambulance	55282	10386	1,286.59	886.59	400.00
<b>TOTALS</b>			37,935.38	22,098.80	15,836.58

## VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
UNM Health Sciences Center	202568473	10386	2,352.15	540.99	1,811.16
Living Cross Ambulance	57550	10387	103.38	7.38	96.00
Presbyterian Hospital	001244321-1209	10388	1,154.96	1,154.96	0.00
Presbyterian Hospital	020218099-1191	10389	4,795.40	1,795.40	3,000.00
Living Cross Ambulance	54296	10390	975.65	575.65	400.00
UNM Health Sciences Center	202426888	10390	1,867.80	429.59	1,438.21
Living Cross Ambulance	55299	10391	1,016.84	1,016.84	0.00
Living Cross Ambulance	57750	10392	1,286.59	886.59	400.00
Living Cross Ambulance	56448	10393	103.38	103.38	0.00
UNM Health Sciences Center	203730684	10394	7,078.60	4,078.60	3,000.00
UNM Health Sciences Center	202436358	10395	1,093.65	1,093.65	0.00
UNM Health Sciences Center	202807269	10396	1,576.39	362.57	1,213.82
Southwest Gastroenterology	72701	10397	686.40	512.26	174.14
Radiology Associates	14228830	10398	26.00	26.00	0.00
UNM Medical Group	15831695	10399	324.00	159.43	164.57
UNM Health Sciences Center	203460266	10400	7,039.18	4,039.18	3,000.00
Radiology Associates	14904394	10401	62.00	44.92	17.08
Living Cross Ambulance	57396	10402	920.73	920.73	0.00
<b>TOTALS</b>			32,463.10	17,748.12	14,714.98

VALENCIA COUNTY COMMISSION MEETING

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Living Cross Ambulance	57398	10402	1,291.44	1,291.44	0.00
<b>Subtotal</b>			1,291.44	1,291.44	0.00
<b>Total</b>			541,663.38	458,289.32	83,374.06

Valencia County Commissioners

Georgia Otero-Kirkham, Chair

Mary J. Andersen, Co-Chair

Ron Gentry

Donald E. Holliday

Lawrence R. Romero

Subtotal

Total

1,291.44

1,291.44

0.00

541,663.38

458,289.32

83,374.06

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**State of New Mexico**  
**CHILDREN, YOUTH AND FAMILIES DEPARTMENT**

SUSANA MARTINEZ  
GOVERNOR

JOHN SANCHEZ  
LIEUTENANT GOVERNOR



YOLANDA BERUMEN-DEINES  
CABINET SECRETARY

EDNA REYES-WILSON  
DEPUTY CABINET SECRETARY

October 13, 2011

Dear Contractor:

Enclosed is a copy of the finalized Contract / Agreement between your agency and the Children, Youth and Families Department.

Please feel free to contact your Program Manager should you have any questions regarding the specifics of this contract. You can call me at (505) 827-8025, if you have any questions or concerns about the processing of this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle Montoya".

Michelle Montoya  
State of NM – CYFD  
Contract Development Unit  
Business Operations Spec.  
Contract Officer

Enclosures:

\*Executed Contract

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( EXHBIT B )

P.O. DRAWER 5160 • SANTA FE, N.M. • 87502  
PHONE: (505) 827-8058 • TOLL FREE: (800) 610-7610 • FAX: (505) 476-0501

**AMENDMENT NUMBER two (2)  
AGREEMENT**

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

**PURPOSE OF AMENDMENT**

1. **Extend the term** of contract through June 30, 2012.
2. **Increase compensation** for FY12 by \$50,000.00 for a new contract total of \$87,500.00.
3. **Revise Attachment 2-Budget** reflect increase in budget.

**CHANGES TO AGREEMENT**

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

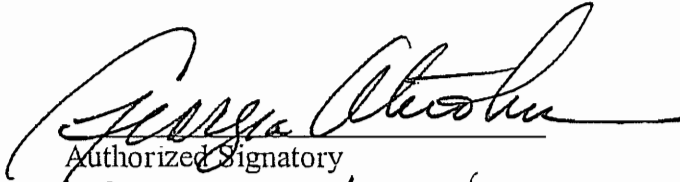
**I. Period of Agreement**

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2012**, unless terminated pursuant to Article VI, infra.

**III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed eighty seven thousand five hundred dollars (**\$87,500.00**). The annual budget is attached hereto as "**Second Revised Attachment 2 - Budget**" and incorporated herein by reference.

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



Authorized Signatory

Georgia Otero Kierkhony

Printed Title of Authorized Signatory

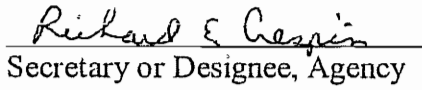
Date: 9-21-11



Legal Counsel, Contractor

Date: 9-21-11

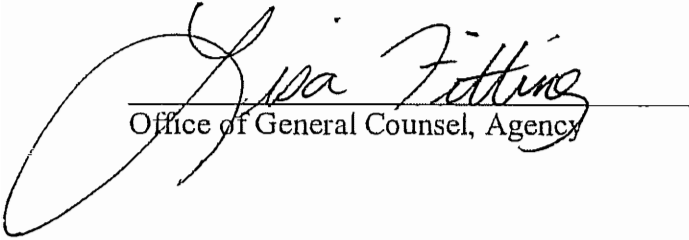
Agency



Secretary or Designee, Agency

Date: 09/28/11

Approved as to legal form and sufficiency



Office of General Counsel, Agency

Date: 9/27/11



**Second Revised Attachment 2 – Budget**  
**Valencia County**

<b>Description</b>	<b>Amount</b>
<b>Professional Services:</b>	
Contracting Agency for Assessment Study:	
➤ Design, development and implement Valencia County assessment tool	\$0.00
➤ Continuum Coordinator supervising community assessment and program development.	\$25,000.00
Increase amended amount for FY 2012 (July 1, 2011-Sept. 30, 2011)	\$7,500.00
Increase amended amount for FY 2012 (Oct. 1, 2011-June 30, 2012)	\$50,000.00
<b>*Travel:</b>	
Mileage and per Diem	\$ 3,000.00
<b>Miscellaneous expenses:</b>	
Printing, data collection instruments, postage, faxing & Supplies	\$ 2,000.00
Training	\$ 0.00
<b>TOTAL Budget</b>	<b>\$87,500.00</b>

The total amount of this contract shall not exceed \$87,500.00, including gross receipt taxes.

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

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

**Federal Funding Source:**

Grant Name: JABG Federal Grant  
Grant Number: 2009-JB-FX-0020  
CFDA Number: 16.523  
Award Year: 2009  
DUNS #: 788-20-3081

**AGREEMENT BETWEEN THE COUNTY OF VALENCIA AND  
PARSONS BRINKEROFF FOR  
ENGINEER PROFESSIONAL SERVICES  
TO IMPROVE MANZANO EXPRESSWAY**

**THIS CONTRACT IS** made as of the day of **21<sup>st</sup> day September**, between the County of Valencia ("County") Parsons Brinkeroff ("BRINKEROFF").

**MATERIAL TERMS**

1. SCOPE OF SERVICES:

BRINKEROFF will provide all necessary engineering services, as is more specifically set for the in Exhibit A-Engineer Services, for the pavement rehabilitation of Manzano Expressway from the intersections of Van Camp to South Rio Del Oro Loop, and an additive section from the intersection of NM 47 to Hillandale ave.

2. PRICE:

The COUNTY shall pay to BRINKEROFF a total sum not to exceed **\$25,612.94**, including GRT, for services provided.

3. TERM:

The services to be performed by BRINKEROFF shall be completed by December 31, 2011.

**GENERAL TERMS**

4. STATUS OF BRINKEROFF:

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

5. BRINKEROFF'S DILIGENCE:

( EXHIBIT C )

Page 1 of 9

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BRINKEROFF agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this contract is based on such independent investigation and research.

6. SERVICE SPECIFICS:

BRINKEROFF shall have the responsibilities set forth herein and shall provide, or cause to be provided, the services set forth herein and in Exhibit A-Engineer Services.

BRINKEROFF shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the Scope of work, including but not limited to developing an abbreviated set of plans that comply with NMDOT AND FHWA standards for the improvement of the Manzano Expressway within Valencia County.

7. EFFECTIVE DATE AND TERMINATION:

a.) Effective Date. This Agreement shall be effective as of the date executed by the Parties

b.) Termination. This Agreement will automatically terminate on the date described in Section 3 above. This Agreement may be terminated, during its term, by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

8. RECORDS/RETENTION:

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

8. PAYMENT FOR SERVICES:

BRINKEROFF shall be paid for services in an amount not to exceed \$ 25,612.94. There will be no additional reimbursement for mileage or per diem. BRINKEROFF shall submit to the Valencia County Finance Department itemized invoices detailing the services performed in the time period for which payment is requested. Valencia County shall have thirty (30) days to remit payment to BRINKEROFF from the date of submission of the itemized invoice.

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

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

BRINKEROFF shall maintain detailed time records which set forth each service rendered in each matter, the person rendering such service, his/her hourly rate, if any, the time expended in rendering such service and the date such service was rendered. BRINKEROFF shall submit these records along with its billings to the County monthly. The records shall be subject to inspection by the County. The County has the right to audit billings both before and after payment, and to contest any billing or portion thereof. Payment under this Agreement does not foreclose the County's right to recover excessive or illegal payments. The County's fiscal year begins July 1 and ends June 30 of each calendar year. The County may only make payment for services rendered or costs encumbered during a fiscal year. Billings for services performed or costs incurred prior to the close of a fiscal year must be submitted within ample time to allow for payment within that fiscal year.

#### 9. PROFESSIONAL RESPONSIBILITY:

BRINKEROFF shall perform the services consistent with skill and care ordinarily exercised by other professionals under similar circumstances at the time the services are performed. At the time of the execution of this Agreement, BRINKEROFF shall provide certificates of insurance or copies of insurance policies evidencing coverage for all professional liability of BRINKEROFF and its personnel which may arise out of services provided under this Agreement. Such coverage shall be in an amount not less than \$1,000,000 per occurrence with no greater than a \$5,000 deductible. The amount of any deductible shall be stated, and in no event is the County required to reimburse BRINKEROFF for any deductible expenses. Such insurance shall remain in full force and effect during the term of this Agreement. BRINKEROFF shall notify the County within ten (10) days of any change or cancellation of such insurance.

#### 10. ASSIGNMENT:

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

#### 11. SUBCONTRACTING:

BRINKEROFF shall take such action with respect to any subcontract, or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions

including sanctions for non-compliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, BRINKEROFF may request the COUNTY to enter into such litigation to protect the interests of the.

12. RECORDS AND AUDIT:

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

13. RELEASE:

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

14. CONFIDENTIALITY:

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

15. PRODUCT OF SERVICE – COPYRIGHT:

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

16. AMENDMENT:

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

17. MERGER:

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants,

agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. PENALTIES:

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19. EQUAL OPPORTUNITY COMPLIANCE:

BRINKEROFF agrees to abide by all federal United States Department of Transportation (DOT), and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, BRINKEROFF agrees to assure that no person in the United States shall, on the grounds of race, age, color, religion, national origin, sex, disability, veteran status, or sexual orientation shall not be discriminated or be excluded from employment with or participation in, be denied the benefits under this Agreement. BRINKEROFF shall comply with all applicable civil rights requirements in the award and administration of DOT-assisted projects. If BRINKEROFF is found not to be in compliance with these requirements during the life of this Agreement, the COUNTY may the Department Of Transportation may impose sanctions and may in appropriate cases, refer the matter for enforcement under 18 U.S.C §§ 1001 and/or the Program Fraud Civil Remedies act of 1986 (31 U.S.C §§ 3801, et seq.). BRINKEROFF hereby agrees they will agree with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C §§ 2000d-2000d-4 (Act) and all requirements imposed by 49 CFR Part 21 Non discrimination in Federally-assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964 (Regulations). In accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the COUNTY received federal financial assistance from the DOT, including the FHWA, and the COUNTY hereby gives assurance that it will promptly take any measures necessary to effectuate this agreement.

20. APPLICABLE LAW:

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

21. INDEMNIFICATION:

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] BRINKEROFF shall defend, indemnify and hold harmless the COUNTY and the State of New Mexico from all

actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of BRINKEROFF, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of BRINKEROFF resulting in injury or damage to persons or property during the time when BRINKEROFF or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

#### 21. APPROPRIATIONS.

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract and by the New Mexico DOT according to Cooperative Project Agreement No. 3100240. If sufficient appropriations are not made by the governing body, this Contract shall terminate upon written notice being given by the COUNTY to BRINKEROFF. The COUNTY's determination as to whether sufficient appropriations are available shall be accepted by BRINKEROFF and **shall be final**.

#### 22. CONFLICT OF INTEREST:

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

#### 23. BRINKEROFF'S TAXES:

Neither Federal nor State taxes shall be withheld or paid by the COUNTY on behalf of BRINKEROFF or BRINKEROFF's employees or agents. BRINKEROFF shall be solely responsible for the payment of all Federal and State taxes and assessments payable in connection with the payment to BRINKEROFF by the COUNTY for services rendered to the COUNTY.

#### 24. WORKER'S COMPENSATION:

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

#### 25. SEVERABILITY.

If any clause or provision of this Agreement is held to be illegal by a court of competent jurisdiction, invalid or un-enforceable, then it is the intention of the parties hereto that the



remainder of the Agreement shall remain in full force and effect. However, if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

26. MEDIATION:

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

27. NOTICE TO PROCEED.

It is expressly understood that this Agreement is not binding upon the COUNTY until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$5,000.00 or less, further, that BRINKEROFF is not to proceed with its obligations under the Agreement until BRINKEROFF has received a fully signed copy of the Agreement.

28. ATTORNEY'S FEES:

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.

29. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

30. COOPERATION:

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. FORCE MAJEURE:

In case performance of any terms or provision hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal government or because of riots, war, terrorism,

explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escort, strikes, lockouts, difference with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonable within the control of the party whose performance in interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability , the performance of its obligations hereunder during the period such cause continues.

32.     **DUPLICATE ORIGINALS:**

This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

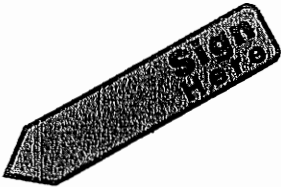
33.     **NOTICES:**

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

To VALENCIA COUNTY: Eric Zamora, County Manager, and P. O. Box 1119, Los Lunas, NM 87031

To BRINKEROFF: Parsons Brinkeroff, Attn: Frank J. Medina, 6100 Uptown Blvd., Albuquerque, NM 87110

**ACKNOWLEDGMENTS**



**BRINKEROFF:**

By: \_\_\_\_\_

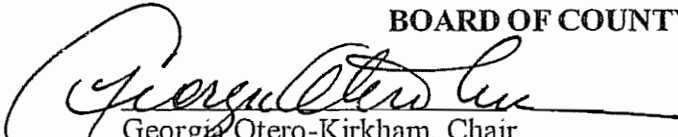
Print: Frank J. Medina

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


VALENCIA COUNTY:

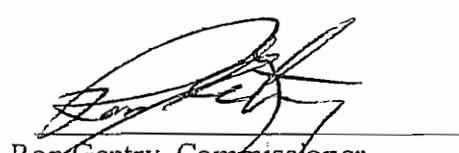
APPROVED, ADOPTED AND PASSED ON THIS 21<sup>ST</sup> DAY OF SEPTEMBER, 2011

BOARD OF COUNTY COMMISSION

  
Georgia Otero-Kirkham, Chair  
District II

  
Mary J. Anderson, Vice Chair  
District I

  
Lawrence R. Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District VI

  
Donald E. Holliday, Commissioner  
District V

ATTEST:

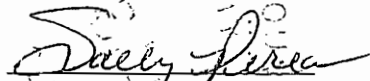
  
Sally Perea, County Clerk

Exhibit A-Engineer's Services  
Agreement between Owner and Engineer for Professional Services

Scope of Work

Part 1 Basic Services

Preliminary Design Phase

1. The Offeror will produce final "book" plans and specifications for the pavement rehabilitation of Manzano Expressway from the intersections of Van Camp to South Rio del Oro Loop, and an additive section from the intersection of NM 47 to Hillandale Avenue. The book plans will include typical sections, plan sheets, permanent signing and striping, traffic control/detour sheets and quantity schedules. The Offeror will also prepare an engineer's estimate and specifications.
2. Two design submittals are anticipated: Pre-Final (75%) and final (100%).
3. In sure all designs comply with Appendix A in the cooperative project agreement, "Preliminary Engineering/Construction Engineering" to be performed under the direction of a Registered New Mexico Professional Engineer (NMSA 1978 61-23-21 and 61-15-1). Design the project in accordance with appendix C in the cooperative project agreement "Design Standards, in the Cooperative Project Agreement
4. Comply with Appendix D, in the cooperative project agreement "Survey and Right of Way Acquisition Requirements, which is incorporated in the Co-op agreement.
5. Comply with Appendix E, in the cooperative project agreement "construction Phase Duties and obligations, "which is hereby incorporated in the Co-op agreement for construction projects.
6. Complete the environmental process in accordance with state and federal FHWA technical Advisory t6640.8, 23 CFR Part 771, and the Guidelines for preparing environmental Documents. This Effort includes, but will not be limited to
  - a. If applicable, be responsible for the Location corridor study, as described in appendix B in the cooperative project agreement. Initiate and cause to be prepared, the Initial corridor analysis report "Phase A Report," the location study report "Phase B Report, " and Environmental Documents "Phase C";
  - b. Submittal of a scope of work to the Department's Environmental Design division to determine the level of effort needed for completing the environmental certification process;
  - c. Conducting and documenting hazardous materials investigations according to the Department's Environmental Geology section's Hazardous Materials assessment Handbook;
  - d. Submittal of the appropriate environmental documents by a qualified environmental professional to the Department's Environmental Design division for certification. A qualified environmental professional shall be an four years of full-time paid experience in environmental investigations, including analyzing and preparing documentation needed to meet FHWA approval requirements for NEPA related legislation.
7. The offeror must attend at least (1) design review meeting.
8. A photo-based plan, the book plans will be prepared using aerial photography from the 2010 MRCOG orthophotography.

9. The existing typical roadway section, horizontal and vertical alignments will be maintained.
10. The Offeror will provide road construction oversight, traffic control: Road closures of Manzano Expressway and will be permitted for the section from Van Camp to South Rio Del Oso Loop.
11. Qualifications.
  - a. The engineer must be a New Mexico licensed professional engineer registered during the duration of the project.
  - b. The qualifications for these services require proven experience in project control, development, and inspection, site planning, design, construction methods, construction materials, value analysis, cost estimating, scheduling, contract administration, accounting, business and financial management, safety, road and utility construction standards, inspection regulations and procedures, and engineering sciences.
12. Offeror must adhere to EEO and Title VI Program obligations on any project assisted by the United States Department of Transportation (DOT), and any subcontract thereto, shall adhere to all specific assurances on Appendix G in the Co-op Agreement.

## **Part 2 Construction Phase**

1. **General Administration of Construction Contract.** Consult with Valencia County and act as the Counties representative as provided in the General conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of the counties instructions to contractor will be issued through Engineer which shall have authority to act on behalf of Owner in dealing with Contractor to the extent provided in this agreement and General conditions except as otherwise provided in writing.
1. **Selecting Independent Testing Laboratory.** Assist Valencia County in the selection on an independent testing laboratory to perform the services identified in section 5 of the Cooperative project agreement.
2. **Pre-Construction Conference.** Participate in a pre-construction Conference prior to commencement of work at the Site
3. **Schedules.** Receive, review and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. **Visits to Site and Observation of construction.** In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractors executed.
  - b. The purpose of Engineer's visits to, if any, at the site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and in addition, by the exercise of Engineer's during the experienced and qualified design professional, to provide the County a greater degree of confidence that the completed work will conform

- in general to the contract documents and that contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the contract documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over means, methods, techniques,
- c. Sequences, or procedures of construction selected or used by contract are for security or safety on the site.
  5. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings and samples and other data which contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction for safety precautions and programs incident thereto.
  6. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections tests, and approvals required by laws and regulation or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections tests or approvals comply with the requirements of the contract documents. Engineer shall be entitled to rely on the results of such tests.
  7. Final Notice of Acceptability of the work. Conduct a final inspection to determine if the completed work of contractor is acceptable so the engineer may recommend, in writing, final payment to contractor. Accompanying the recommendation for final payment, Engineer shall also provide a that the work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by engineer under this agreement.

#### Post-Construction Phase

1. Upon written authorization from Valencia county, Engineer, during the Post-Construction Phase shall;
  - a. Provide assistance in connection with the adjusting of project equipment and systems.
  - b. Assist county in training its staff to operate and maintain project equipment and systems.
  - c. Assist owner in developing procedures for control of the operation and maintenance of, and record keeping for project equipment and systems.
  - d. Together with County, visit the project to observe any apparent defects in the work, assist Valencia County in consultations, and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective work, if present.
  - e. In company with Valencia County provide an inspection of the project within one month before the end of the Correction Period to ascertain whether any portion of the work is subject to correction.

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

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

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

**The Contractor will:**

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Insure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Insure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- D. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
- E. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- F. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- G. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- H. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- I. **Ensure eligible participants are assessed and registered in SAMS.**

( EXHIBIT D )

1

BOOK 72

PAGE 51



J. Ensure meals served meet the following:

**Congregate Meals** – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

**Home Delivered Meals** – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed **\$67,709** for eligible meals served during the period July 1, 2011 through June 30, 2012 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2012, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

- A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for

performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. Status of Contractor

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. Assignment

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

8. Subcontracting

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

9. Records and Audit

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and

Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2011 to June 30, 2012. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. **The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.**
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. **The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.**
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. **The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final**

report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

**10. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**11. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. Product of Services; Copyright**

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

**13. Conflict of Interest**

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

**14. Equal Opportunity Compliance**

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

**15. Non-Discriminating Service Delivery**

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

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national

origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

**16. Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service, for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

**17. Amendment**

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

**18. Penalties for Violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**19. Scope of Agreement**

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

**20. Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

**21. Internal Dispute Mediation**

The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall

include a statement of the matter in controversy.

3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**22. Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices**

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

**Agency:**

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

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**25. Other Provisions**

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

**26. Indemnification**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.



27. Authority

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

28. Signatures

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

Valencia County  
*Legal Name of Vendor/Contractor*

NCNMEDD Non-Metro AAA  
*Name of Area Agency on Aging*

  
*Signature*

  
*Signature*

Georgia Otero Kirkham  
*Printed/Typed Name of Signatory*

Tim Armer, Executive Director  
*Printed/Typed Name of Signatory*

9-21-11  
*Date*

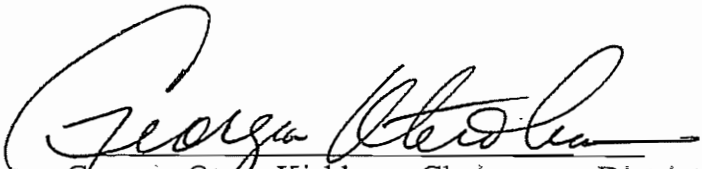
8/31/11  
*Date*

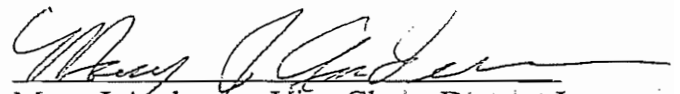
NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NOTIFICATION OF GRANT AWARD (NGA)  
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

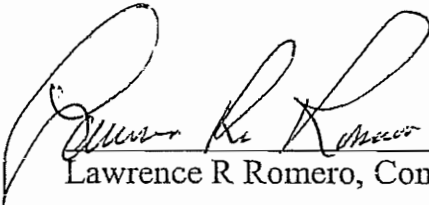
GRANTEE: Valencia County ADDRESS:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE
		FROM: 07/01/2011 TO: 06/30/2012		New/Cont: X Revision: Other:		07/01/11
PHONE:		Fund: 210 Title of Project: NSIP		CFDA # 93.053		
Indirect Cost % of \$						
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	\$0.00	\$0.00				\$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	\$67,709.00	0.00				\$67,709.00
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	\$67,709.00	\$0.00				\$67,709.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost .....	\$67,709.00		8. Federal/State Shares will be Comprised of:			
2. LESS Anticipated Project Income .....	\$0.00		a. Federal/State grant			
3. Estimated Net Cost .....	\$67,709.00		unearned in previous      FY      Federal:      0.00			
			project year(s)      FY      State:      0.00			
4. Non-federal and Non-state Share of Net Cost .....	\$0.00		b. Carry Over      0.00			
5. Project Income (Used as Match) .....	\$0.00					
6. Federal Share of Net Cost .....	\$67,709.00		c. New Obligational			
7. State Share of Net Cost .....	\$0.00		Authority Herein      FY      Federal:      \$67,709.00			
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>						
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> <li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li> <li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li> <li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li> <li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li> <li>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</li> <li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li> <li>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li> <li>8. Inventory of project equipment will be maintained and submitted as requested.</li> <li>9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li> </ol>						
Signature of Area Agency on Aging Authorizing Official:			We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
						
Date: 8/30/11			Date: 9/21/11			
Signature:			Date:			

APPROVED, ADOPTED AND PASSED on this 21<sup>st</sup> day of September, 2011.

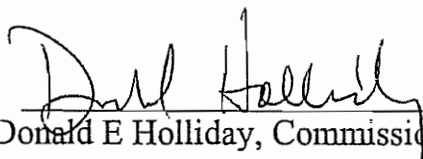
BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero-Kirkham, Chairperson District II

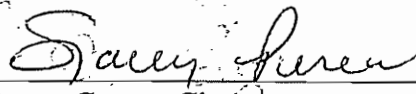
  
Mary J Andersen, Vice Chair, District I

  
Lawrence R Romero, Commissioner, District III

  
Ron Gentry, Commissioner, District IV

  
Donald E Holliday, Commissioner, District V

ATTEST:

  
Sally Perea, County Clerk

**\ PROFESSIONAL DEVELOPMENT SYSTEMS AGREEMENT FOR DIGITAL  
CONVERSION OF COUNTY CLERK'S RECORDS**

**THIS contract** is made as of the 21 day of Sept., between the County of Valencia ("Valencia County") (the "Professional Documents Systems").

**RECITALS:**

WHEREAS Valencia County desires to hire a Consultant to perform the Scope of Work Pursuant to the terms and conditions set forth herein: the conversion of all real estate records and related public records maintained in the clerks office into digital images.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Valencia County and Consultant agree to as follows:

**1. Scope of Services**

- a. The safe transport of all (Paper (books) Computer Filers and Microfilm. Clerk's records to and from the Valencia County Clerk's Office. Records will be picked up based on a four week "work load" cycle.
  - Records will be picked up based on a four week "work load" cycle.
  - Records will not be out of the Valencia County Clerk's Office for more than four weeks.
  - PDS will respond to any request for access of record cards within 24 hours
- b. Preparation of documents for scanning includes retrieving, removing fastener clips, staples and unbinding books.
- c. The Scanning and indexing of all records into the imaging system.  
The index field criteria will be instrument number, book, page, grantor and grantee.
- d. Valencia County is to provide any electronic text data to assist PDS with index criteria and data.
- e. Records to be re-prepped and delivered back to the county in the same condition as when picked up
- f. The institution of a quality control system to ensure
  - 1) image readability
  - 2) Image accessibility and
  - 3) indexing accuracy
- g. The creation of a set of DVD back up with all index and image information
- h. Professional Document Systems will utilize trained supervisory staff including a CERTIFIED DOCUMENT IMAGING ARCHITECT to manage the back file conversion project
- i. All conversion and indexing to meet or exceed ANSI and New Mexico State Records Center standards.
- j. Independent Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this contract is based on such independent investigation and research.

**2. Term of Contract**

This Contract shall be effective as of the date executed by the Parties and approved as to

( EXHIBIT E )

form by the County Attorney and shall continue until all services provided for in the contract have been performed or one year from the date of execution. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. **Termination.** This Agreement may be terminated by either party upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. **Payment for Services.** Independent Contractor shall be paid for services at a rate not to exceed \$30,165.62 for Phase I, and \$29,834.38 for a portion of Phase II. See Attachment A. There will be no additional reimbursement for mileage or per diem. Independent Contractor shall submit to the Valencia County Finance Department itemized invoices detailing the services performed in the time period for which payment is requested. Valencia County shall have thirty (30) days to remit payment to Independent Contractor from the date of submission of the itemized invoice.

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

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

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

5. **Professional Responsibility.** Independent Contractor shall perform the services consistent with skill and care ordinarily exercised by other professionals under similar circumstances at the time the services are performed.

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

7. **Non-Appropriation.** Valencia County warrants that it has funds available to pay lease payments until the end of its current appropriation period and warrants that it will request funds to make payments in each appropriation period from now until

the end of the Agreement term. Valencia County shall make in good faith such funding request in accordance with appropriate procedures and with the exercise of reasonable care and diligence. In the event the Board of County Commissioners does not appropriate funds to be paid to Contractor under this Agreement, then Valencia County may, upon prior written notice to Contractor effective sixty (60) days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, which ever is earlier, be released of its obligation to make all payments to Independent Contractor due thereafter, provided (i) non-financial obligations in the termination provision of the Agreement's terms and conditions are met (e.g., return of equipment under a rental agreement), (ii) the foregoing notice states the failure of the Board of County Commissioners to appropriate the necessary funds as reason for cancellation, and (iii) the notice is accompanied by payment of all amounts then due to Contractor under the Agreement. If the provisions of this paragraph are utilized by Valencia County, Valencia County agrees not to replace the subject-matter of the Agreement described hereunder for the balance of the appropriation period following Valencia County's exercise of its termination right hereunder. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This paragraph shall not limit or otherwise impair Valencia County's right to exercise any other termination rights it may have.

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

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

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

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise between the parties except as herein expressly set forth.

12. **Records/Retention.** Upon completion of the specific matter for which services were being provided, Independent Contractor will deliver to the County the complete file and all corresponding

records, including books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics.

**13. Status of Contractor.**

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

**14. Assignment.**

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

**15. Subcontracting.**

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

**16. Records and Audit.**

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

**17. Release.**

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

**18. Confidentiality.**

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

**19. Product of Service -- Copyright; Sale**

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

**20. Amendment.**

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

**21 Merger.**

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

**22. Penalties.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**23. Equal Opportunity Compliance.**

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

**24. Applicable Law.**

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

**25. Conflict of Interest.**

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

**26 Independent Contractor's Taxes.**

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

**27. Severability.**

If any clause or provision of this Agreement is held to be illegal by a court of competent jurisdiction, invalid or un-enforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

**28. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent



to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**29.. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$5,000.00 or less, further, that the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**30. Paragraph Headings.**

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Agreement.

**31. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**32. Force Majeure.**

In case performance of any terms or provision hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal government or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escort, strikes, lockouts, difference with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonable within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

**33. Duplicate Originals.**

This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

**34. Notices.**

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

To the County: Eric Zamora, County Manager, P. O. Box 1119, Los Lunas, NM 87031

To the Contractor: [Name and Address of Contractor]

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



Final Addendum A

VALENCIA COUNTY CLERK CONVERSION

GSA CONTRACT # GS-03F-0171V

Phase 1	Book Type	Book Format	Book Range	Page Totals	Per Doc.				Total		
					Per Image Cost to Scan & Index by Book/Page & Receipt #	Total Cost to Scan & Index by Book, Page & Receipt #	Cost to Index by Name(s), Date & Doc Type	Estimated # of Docs. Based on 3 pages per Recording	Estimated Cost to Index by Name(s) & Date	Total Cost	
Total number of books	DEED, MINING, MISC	16MM FICHE	283-325	420,000	\$0 065	\$27,300.00	\$0 09		\$0.00	\$27,300.00	
							Image Handling & Preparation				\$440.00
							Image Index Import File				\$440.00
							Import into RVI				\$440.00
Total number of books	DEED, MINING, MISC	16MM FICHE	283-325	420,000			Pick up and Delivery				\$75.00
							TOTAL ESTIMATED PHASE 1 COST				\$28,695.00
							NM GRT @ 5.125%				\$1,470.62
							TOTAL ESTIMATED PHASE 1 COST				\$30,165.62

BOOK 72

Phase 2	Book Type	Book Format	Book Range	Page Totals	Per Doc.				Total		
					Per Image Cost to Scan & Index by Book/Page & Receipt #	Total Cost to Scan & Index by Book, Page & Receipt #	Cost to Index by Name(s), Date & Doc Type	Estimated # of Docs. Based on 3 pages per Recording	Estimated Cost to Index by Name(s) & Date	Total Cost	
Total number of books	DEED, MINING, MISC	16MM FICHE	248-282	350,000	\$0 065	\$22,750.00	\$0.09	116,667	\$10,500.00	\$33,250.00	
					\$0 065	\$33.48	\$0.09	172	\$15.45	\$48.93	
					\$0 065	\$32.50	\$0.09	167	\$15.00	\$47.50	
					\$0 065	\$65.00	\$0.09	333	\$30.00	\$95.00	
					\$0 065	\$26.00	\$0.09	133	\$12.00	\$38.00	
					\$0 065	\$624.00	\$0.09	3,200	\$288.00	\$912.00	
					\$0 065	\$22.75	\$0.09	117	\$10.50	\$33.25	
					\$0 065	\$45.50	\$0.09	233	\$21.00	\$66.50	
							Image Handling & Preparation				\$440.00
							Image Index Import File				\$440.00
							Import into RVI / AS400				\$440.00
							Pick up and Delivery				\$75.00
Total number of books	DEED, MINING, MISC	16MM FICHE	247	700			TOTAL ESTIMATED PHASE 2 COST				\$35,886.18
							NM GRT @ 5.125%				\$1,839.17
							TOTAL ESTIMATED PHASE 2 COST				\$37,725.34

BOOK 73

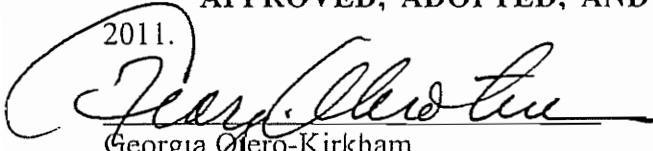
INDEPENDENT CONTRACTOR:

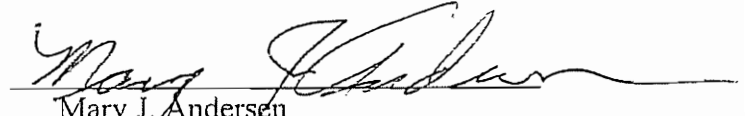
By: MATTHEW L. SOMMER  
Print: MATTHEW L. SOMMER  
Address: 2403 SAN MATEO AVE  
Date: 10/3/11

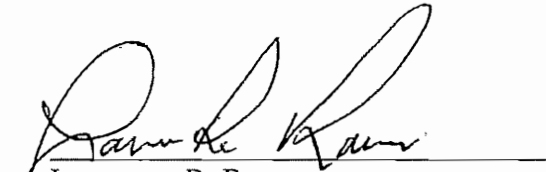
BOARD OF COUNTY COMMISSIONERS


APPROVED, ADOPTED, AND PASSED on this \_\_\_\_ day of \_\_\_\_\_,

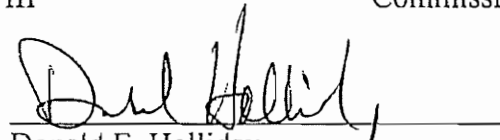
2011.

  
Georgia Otero-Kirkham  
Chair, District II

  
Mary J. Andersen  
Vice-Chair, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

  
Donald E. Holliday  
Commissioner, District V

Attest:

  
Sally Perea, County Clerk

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011-41

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$253,750 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE EL CERRO FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing County under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is  
( EXHBIT F )

currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, and with a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the NMFA or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the NMFA (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk, this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VALENCIA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978,

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as amended, Sections 59A-53-1 through 59A-53-17, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairperson or Vice-Chairperson of the Governing Body, the County Manager and the County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the NMFA to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expense Fund” means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the NMFA in administering the Loan Agreement, including legal fees.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Valencia County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the NMFA and the Trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the NMFA

and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and NMFA providing for the direct payment by the Distributing State Agency to the NMFA of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the NMFA and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“NMFA” means the New Mexico Finance Authority.

“NMFA Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the NMFA to pay principal and interest, if any, on the Loan Agreement as the same become due.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit “A” to the Loan Agreement.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made annually by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal or the State Fire Board.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the NMFA for the costs of originating and servicing the loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. 2011- 41 adopted by the Governing Body on September 21, 2011 approving the Loan Agreement and the Intercept Agreement and pledging the

Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., Denver, Colorado, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.



H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$253,750, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the Project and to pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$253,750, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2012, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the

Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8.     Disposition of Proceeds: Completion of Acquisition of the Project.

A.     Program Account and Debt Service Account. The Governmental Unit hereby consents to creation of the NMFA Debt Service Account to be held and maintained by the NMFA and to the Program Account, held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account, and in the NMFA Debt Service Account, and the payment of the Processing Fee to the NMFA, as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the NMFA Debt Service Account, the Program Account, and the Processing Fee to be paid to the NMFA, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B.     Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that acquisition of, and payment for, the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the NMFA Debt Service Account, as provided in the Loan Agreement and the Indenture.

C.     NMFA and Trustee Not Responsible. The NMFA and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9.     Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A.     Deposit of Pledged Revenues. Pursuant to the Intercept Agreement the Pledged Revenues shall be paid to the NMFA for deposit in the NMFA Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement. The Governmental Unit shall pay Pledged Revenues in an amount sufficient to pay Loan Agreement Payments, to the NMFA or its assignee to be deposited in the NMFA Debt Service Account.

B. Termination on Deposits to Maturity. No payment shall be made into the NMFA Debt Service Account if the amount in the NMFA Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest, if any, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the NMFA Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to NMFA, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all

obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairperson of the Board of County Commissioners and the County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Valencia County, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2011- 41, duly adopted and approved by the Board of County Commissioners of Valencia County, New Mexico, on September 21, 2011. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 444 Luna Avenue, in Los Lunas, New Mexico. The title of the Resolution is:

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011- 41

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$253,750 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE EL CERRO FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT

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OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

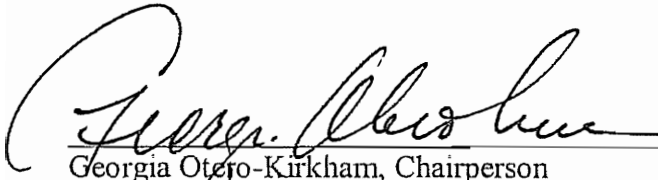
(End of Form of Summary for Publication)

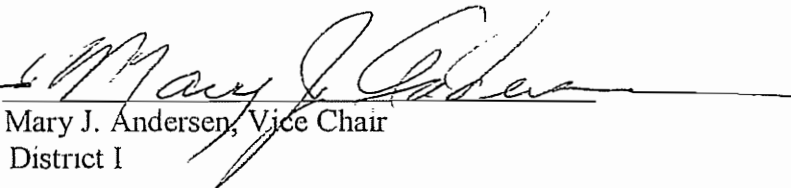
BOOK 72 PAGE 79

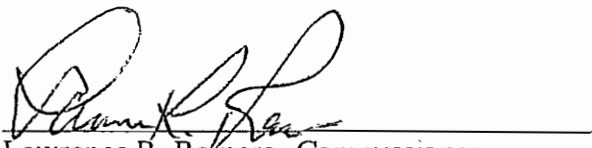
RESOLUTION BETWEEN VALENCIA COUNTY AND NEW MEXICO FINANCE  
AUTHORITY FOR A LOAN TO PURCHASE A FIRE TANKER TRUCK FOR THE  
EL CERRO FIRE DEPARTMENT.


PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of September, 2011.

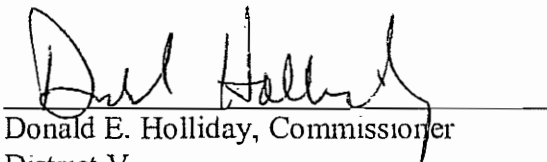
VALENCIA COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero-Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

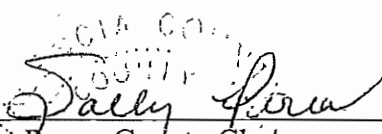
  
Lawrence R. Romero, Commissioner  
District III

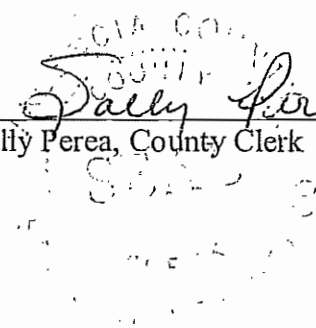
  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

By:   
Sally Perea, County Clerk



Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: Georgia Steo-Keehem  
Maya J. Andersen  
Lawrence R. Romero  
Ronald E. Holliday  
Leo Senter

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Five (5) members of the Governing Body having voted in favor of said motion, the Chairperson of the Board of County Commissioners declared said motion carried and said Resolution adopted, whereupon the Chairperson and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

**EXHIBIT "A"**

Meeting Agenda  
of the September 21, 2011  
Board of County Commissioners Meeting

(See attached)


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A-1

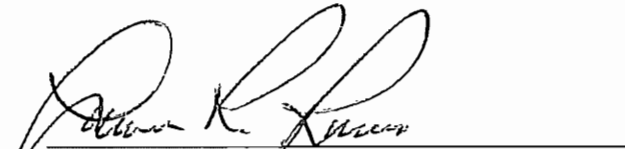


After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

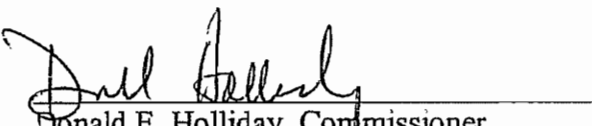
VALENCIA COUNTY, NEW MEXICO

  
Georgia Otero-Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

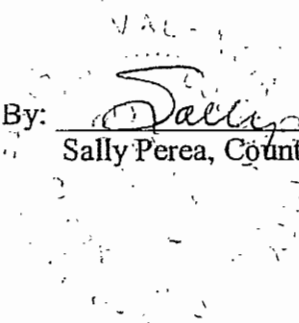
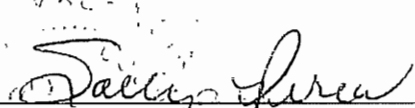
  
Lawrence R. Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

  
By:   
Sally Perea, County Clerk

STATE OF NEW MEXICO  
VALENCIA COUNTY

I, Sally Perea, the duly qualified and acting Clerk of Valencia County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Valencia County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 444 Luna Avenue in Los Lunas, New Mexico, on September 21, 2011, at the hour of 9:30 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>st</sup> day of September, 2011.

VALENCIA COUNTY, NEW MEXICO

By: Sally Perea  
Sally Perea, County Clerk

[SEAL]

STATE OF NEW MEXICO )  
VALENCIA COUNTY ) ss.

The Board of County Commissioners (the "Governing Body") of Valencia County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico on the 21<sup>st</sup> day of September, 2011, at the hour of 9:30 a.m. Upon roll call, the following members were found to be present:

Present:

*Georgia Stead-Kirkham*  
*Gary J. Anderson*  
*Lawrence R. Jones*  
*Donald E. Holliday*  
*Low Gentry*

Absent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Also Present:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011-42

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$169,393 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A BRUSH TRUCK FOR USE BY THE JARALES-PUEBLITOS AND BOSQUE FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM REVENUES OF THE COUNTY FIRE PROTECTION EXCISE TAX ENACTED BY ORDINANCE NO. 2004-01 ON JUNE 14, 2004, IMPOSED PURSUANT TO SECTION 7-20E-15 AND 7-20E-16, NMSA 1978, AS AMENDED AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF COUNTY FIRE PROTECTION EXCISE TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO THE INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing County under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit is authorized by the Act to impose by ordinance pursuant to Section 7-20E-15, NMSA 1978, as amended, excise taxes on the gross receipts of any person engaging in business within the Governmental Unit; and

( EXHIBIT G )

WHEREAS, pursuant to the Act, the Governmental Unit has by the Tax Ordinance imposed one-fourth of one percent (.25%) of the county fire protection excise tax pursuant to Section 7-20E-15, NMSA 1978, as amended, which provides for the Pledged Revenues; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, and with a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the NMFA or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the NMFA (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk, this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

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NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VALENCIA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Section 7-20E-15, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairperson or Vice-Chairperson of the Governing Body, the County Manager and the County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the NMFA to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expense Fund” means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the NMFA in administering the Loan Agreement, including legal fees.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Valencia County, New Mexico.

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“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the NMFA and the Trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the NMFA and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and NMFA providing for the direct payment by the Distributing State Agency to the NMFA of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the NMFA and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“NMFA” means the New Mexico Finance Authority.

“NMFA Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the NMFA to pay principal and interest, if any, on the Loan Agreement as the same become due.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit “A” to the Loan Agreement.

“Pledged Revenues” means the county fire protection excise tax distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the State Taxation and Revenue Department pursuant to Section 7-20E-15, NMSA 1978, as amended.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the NMFA for the costs of originating and servicing the loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established

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under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. 2011- 42 adopted by the Governing Body on September 21, 2011 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Tax Ordinance” means Ordinance No. 2004-01, passed and approved by the Governmental Unit pursuant to the Act on June 14, 2004, with an effective date of January 1, 2005, which imposes a one-fourth of one percent (.25%) county fire protection excise tax on the gross receipts of persons engaging in business within the Governmental Unit.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., Denver, Colorado, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

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E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

I. Pursuant to Section 7-20E-15, NMSA 1978, as amended, the Governmental Unit heretofore has adopted the Tax Ordinance, with imposes a County Fire Protection Excise Tax of one-fourth of one percent (.25%) on the gross receipts of persons engaging in business within the Governmental Unit.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$169,393, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the Project and to pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$169,393, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2012, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept

Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account and Debt Service Account. The Governmental Unit hereby consents to creation of the NMFA Debt Service Account to be held and maintained by the NMFA and to the Program Account, held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account, and in the NMFA Debt Service Account, and the payment of the Processing Fee to the NMFA, as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the NMFA Debt Service Account, the Program Account, and the Processing Fee to be paid to the NMFA, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that acquisition of, and payment for, the Project have been completed. As soon as practicable, and, in any event, not more than sixty

(60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the NMFA Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. NMFA and Trustee Not Responsible. The NMFA and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement the Pledged Revenues shall be paid to the NMFA for deposit in the NMFA Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement. The Governmental Unit shall pay Pledged Revenues in an amount sufficient to pay Loan Agreement Payments, to the NMFA or its assignee to be deposited in the NMFA Debt Service Account.

B. Termination on Deposits to Maturity. No payment shall be made into the NMFA Debt Service Account if the amount in the NMFA Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest, if any, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the NMFA Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually

authorized to do all acts and things required of them by this Resolution, Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to NMFA, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairperson of the Board of County Commissioners and the County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Valencia County, New Mexico  
Notice of Adoption of Resolution

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Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2011-42, duly adopted and approved by the Board of County Commissioners of Valencia County, New Mexico, on September 21, 2011. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 444 Luna Avenue, in Los Lunas, New Mexico. The title of the Resolution is:

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011-42

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$169,393 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A BRUSH TRUCK FOR USE BY THE JARALES-PUEBLITOS AND BOSQUE FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM REVENUES OF THE COUNTY FIRE PROTECTION EXCISE TAX ENACTED BY ORDINANCE NO. 2004-01 ON JUNE 14, 2004, IMPOSED PURSUANT TO SECTION 7-20E-15 AND 7-20E-16, NMSA 1978, AS AMENDED AND DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT; PROVIDING FOR THE DISTRIBUTION OF COUNTY FIRE PROTECTION EXCISE TAX REVENUES TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO THE INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

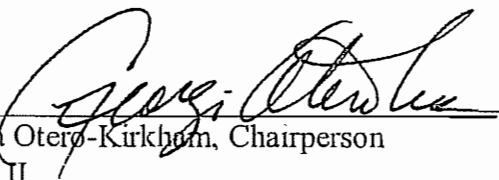
(End of Form of Summary for Publication)


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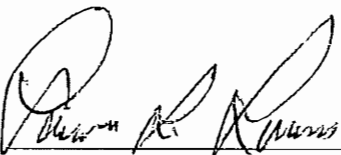
RESOLUTION BETWEEN VALENCIA COUNTY AND NEW MEXICO FINANCE  
AUTHORITY FOR A LOAN TO PURCHASE A BRUSH TRUCK FOR THE JARALES  
FIRE DEPARTMENT.

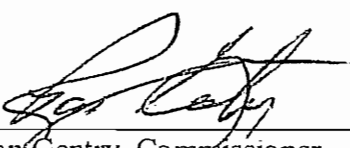
PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of September, 2011.

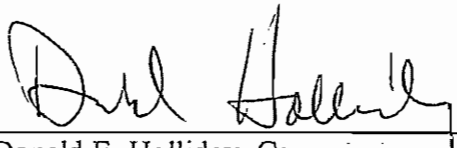
VALENCIA COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero-Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

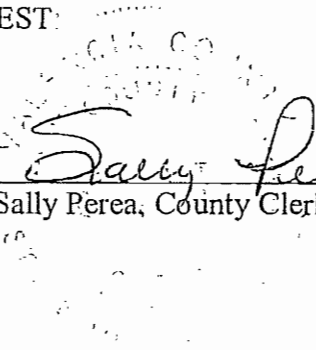
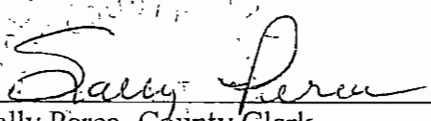
  
Lawrence R. Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

  
By:   
Sally Perea, County Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: Georgia Aep Latham  
Mary J. Andersen  
Lawrence F. Romero  
Donald E. Holliday  
Ron Bentley

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


Those Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

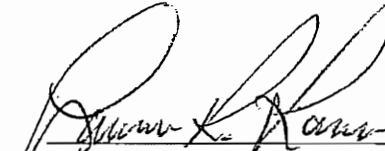
five (5) members of the Governing Body having voted in favor of said motion, the Chairperson of the Board of County Commissioners declared said motion carried and said Resolution adopted, whereupon the Chairperson and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.


After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VALENCIA COUNTY, NEW MEXICO

  
Georgia Otero-Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

  
Lawrence R. Romero, Commissioner  
District III

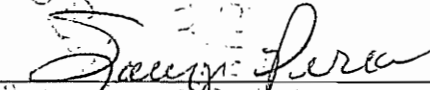
  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

By:

  
Sally Perea, County Clerk



2626-PP

BOOK 72

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**EXHIBIT "A"**

Meeting Agenda  
of the September 21, 2011  
Board of County Commissioners Meeting

(See attached)

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A-1

STATE OF NEW MEXICO )  
VALENCIA COUNTY ) ss.

The Board of County Commissioners (the "Governing Body") of Valencia County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico on the 21<sup>st</sup> day of September, 2011, at the hour of 9:30 a.m. Upon roll call, the following members were found to be present:

Present: *Georgia Herz-Kuthman*  
*Wally J. Anderson*  
*Lawrence S. Romero*  
*Donald E. Holliday*  
*Don Henley*

Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Also Present: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

STATE OF NEW MEXICO  
VALENCIA COUNTY

I, Sally Perea, the duly qualified and acting Clerk of Valencia County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Valencia County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 444 Luna Avenue in Los Lunas, New Mexico, on September 21, 2011, at the hour of 9:30 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>st</sup> day of September, 2011.

VALENCIA COUNTY, NEW MEXICO

By: Sally Perea  
Sally Perea, County Clerk

[SEAL]

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011-43

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$253,750 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE MANZANO VISTA FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing County under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is

( EXHIBIT H)

currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, and with a first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the NMFA or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the NMFA (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk, this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF VALENCIA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978,

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as amended, Sections 59A-53-1 through 59A-53-17, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairperson or Vice-Chairperson of the Governing Body, the County Manager and the County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the NMFA to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expense Fund” means the expense fund created pursuant to the Indenture to be held and administered by the Trustee to pay Expenses.

“Expenses” means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the NMFA in administering the Loan Agreement, including legal fees.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Valencia County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the NMFA and the Trustee, or the Subordinated General Indenture of Trust dated as of March 1, 2005, as supplemented, by and between the NMFA

and the Trustee, as determined by the NMFA pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and NMFA providing for the direct payment by the Distributing State Agency to the NMFA of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the NMFA and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the NMFA and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“NMFA” means the New Mexico Finance Authority.

“NMFA Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the NMFA to pay principal and interest, if any, on the Loan Agreement as the same become due.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit “A” to the Loan Agreement.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made annually by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal or the State Fire Board.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the NMFA for the costs of originating and servicing the loan, as shown on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established under the Indenture and held by the Trustee for deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. 2011-43 adopted by the Governing Body on September 21, 2011 approving the Loan Agreement and the Intercept Agreement and pledging the



Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., Denver, Colorado, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the NMFA.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary or advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$253,750, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the Project and to pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$253,750, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2012, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the

Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account and Debt Service Account. The Governmental Unit hereby consents to creation of the NMFA Debt Service Account to be held and maintained by the NMFA and to the Program Account, held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves of the deposit of the portion of the proceeds of the Loan Agreement in the Program Account, and in the NMFA Debt Service Account, and the payment of the Processing Fee to the NMFA, as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the NMFA Debt Service Account, the Program Account, and the Processing Fee to be paid to the NMFA, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the NMFA a certificate stating that acquisition of, and payment for, the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the NMFA Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. NMFA and Trustee Not Responsible. The NMFA and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement the Pledged Revenues shall be paid to the NMFA for deposit in the NMFA Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement. The Governmental Unit shall pay Pledged Revenues in an amount sufficient to pay Loan Agreement Payments, to the NMFA or its assignee to be deposited in the NMFA Debt Service Account.

B. Termination on Deposits to Maturity. No payment shall be made into the NMFA Debt Service Account if the amount in the NMFA Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest, if any, and any other amounts due under, the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the NMFA Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, if any, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to NMFA, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all

obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairperson of the Board of County Commissioners and the County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Valencia County, New Mexico  
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2011-43, duly adopted and approved by the Board of County Commissioners of Valencia County, New Mexico, on September 21, 2011. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 444 Luna Avenue, in Los Lunas, New Mexico. The title of the Resolution is:

VALENCIA COUNTY, NEW MEXICO  
RESOLUTION NO. 2011-43

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN VALENCIA COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$253,750 FOR THE PURPOSE OF PURCHASING AND EQUIPPING A FIRE PUMPER FOR USE BY THE MANZANO VISTA FIRE DEPARTMENT WITHIN THE GOVERNMENTAL UNIT; PAYING A LOAN PROCESSING FEE; PROVIDING

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FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

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RESOLUTION BETWEEN VALENCIA COUNTY AND NEW MEXICO FINANCE  
AUTHORITY FOR A LOAN TO PURCHASE A FIRE TANKER TRUCK FOR THE  
MANZANO VISTA FIRE DEPARTMENT.


PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of September, 2011.

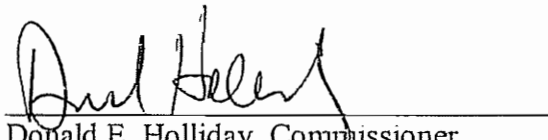
VALENCIA COUNTY, NEW MEXICO  
BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

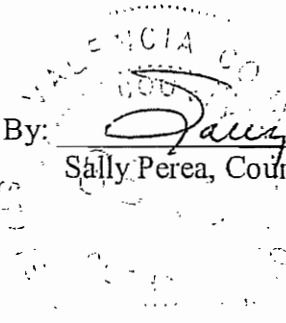
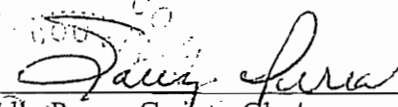
  
Lawrence R. Romero, Commissioner  
District III

  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

  
By:   
Sally Perea, County Clerk

Commissioner \_\_\_\_\_ then moved adoption of the foregoing Resolution, duly seconded by Commissioner \_\_\_\_\_.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: Georgia Otero-Kirkham  
Walter J. Anderson  
Lawrence J. Rouse  
Ronald E. Holliday  
Ron Senter

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

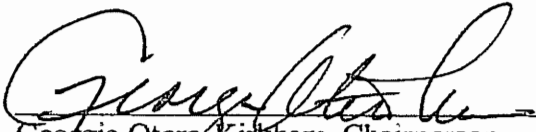
Those Absent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

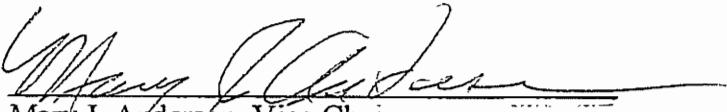
Five (5) members of the Governing Body having voted in favor of said motion, the Chairperson of the Board of County Commissioners declared said motion carried and said Resolution adopted, whereupon the Chairperson and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.




After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

VALENCIA COUNTY, NEW MEXICO

  
Georgia Oteros Kirkham, Chairperson  
District II

  
Mary J. Andersen, Vice Chair  
District I

  
Lawrence R. Romero, Commissioner  
District III

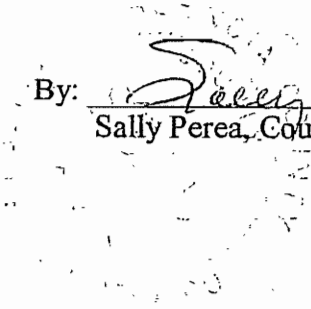
  
Ron Gentry, Commissioner  
District IV

  
Donald E. Holliday, Commissioner  
District V

[SEAL]

ATTEST:

By:   
Sally Perea, County Clerk



**EXHIBIT "A"**

Meeting Agenda  
of the September 21, 2011  
Board of County Commissioners Meeting

(See attached)

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A-1

The Board of County Commissioners (the "Governing Body") of Valencia County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Valencia County Administration Building, 444 Luna Avenue, Los Lunas, New Mexico on the 21<sup>st</sup> day of September, 2011, at the hour of 9:30 a.m. Upon roll call, the following members were found to be present:

Present:

Georgia Otero-Kidham

Mary J. Andersen

Lawrence R. Romero

Donald E. Hollick

Ron Hentey

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

STATE OF NEW MEXICO  
VALENCIA COUNTY

I, Sally Perea, the duly qualified and acting Clerk of Valencia County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Valencia County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 444 Luna Avenue in Los Lunas, New Mexico, on September 21, 2011, at the hour of 9:30 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>st</sup> day of September, 2011.

VALENCIA COUNTY, NEW MEXICO

By: Sally Perea  
Sally Perea, County Clerk

[SEAL]

SUSANA MARTINEZ  
GOVERNOR

THOMAS E. CLIFFORD, PH. D.  
CABINET SECRETARY DESIGNATE



SAM OJINAGA  
ACTING DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building, Suite 201 ♦ Santa Fe, New Mexico 87501  
(505) 827-8051 ♦ FAX No. (505) 827-4948

September 1, 2011

Donald E. Holliday, Chairman  
Valencia County Commission  
P. O. Box 1119  
Los Lunas, NM 87031

14 SEP 1 2011

**RE: Order Setting Property Tax Rates - 2011 Tax Year**

Dear Chairman Holliday:

Pursuant to Sections 7-37-7(A) and 7-38-33(A) NMSA 1978, I issue this order setting as the 2011 property tax rates for your county the rates set forth in the attached certificate.

Section 7-38-34 NMSA 1978 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own order imposing these rates within five days of its receipt of this letter. (As a courtesy, I note that, because this statutory time period is less than eleven days, "a Saturday, Sunday or legal holiday is excluded from the computation". Section 12-2A-7(E) NMSA 1978.) Before the Board issues its order, the county (as well as the other entities with rates included in the attached certificate) is responsible for ensuring that the rates are correct, in accordance with 3.6.5.11(D) NMAC. To further those efforts, please share the attached certificate with all entities that have rates included in the certificate before the Board issues its order. In addition, please note that the "percentage change I" used in Section 7-37-7.1(A) NMSA 1978's yield control calculations this year was 2.04%.

Any questions concerning the rates should be immediately brought to the attention of the Local Government Division's John Gallegos at (505) 827-8065.

Sincerely,

Thomas E. Clifford, Ph.D.  
Secretary of Finance & Administration Designate

cc: Property Tax Division, Taxation & Revenue Department  
County Assessor – Certified Mail  
County Treasurer – Regular Mail

Attachment

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( EXHIBIT I )

CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
VALENCIA COUNTY  
TAX YEAR 2011  
NET TAXABLE VALUE:

		\$1,241,920,131	
MUNICIPALITY:			
TAXABLE VALUE:			
CATEGORY:			
State Debt Service			
County Operational			
County Debt Service			
Total State			
Total County			
Total Municipal			
School District Operational			
School District Debt Service			
School Dist. Cap. Improvement			
House Bill 33, School Building			
School District Ed. Tech. Debt Svc			
Total School District			
Total State, County, Municipal, & School District			
Other:			
Valencia County Hospital			
UNM Valencia Branch (1)			
UNM Valencia Bldg Levy (2)			
Total Other			
GRAND TOTAL			

Where Applicable:			(1) To UNM Valencia Co Br	34.080	37.753	30.102
Cattle Indemnity	10 000		(2) To University of NM			
Sheep and Goats	10 000		Scholes Hall Room 206, Alb ,NM			
Dairy Cattle	5 000					
Bison/Camelids	10 000					
Horses/Asses/Mules	10 000					
		Middle Rio Grande Con Dist				
		Res:		33.509		
		NonRes:				



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 September 7, 2011 covering vendor bills processed on the above date. Check # 109757 to #109821 inclusive, for the total of \$256,764.18.

All have been reviewed for:

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

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

Recommended:

*Wilma Abril*

Wilma Abril, Director of Finance

Done this 21st 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

BOOK 72

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( EXHBIT J )



Sally Perea

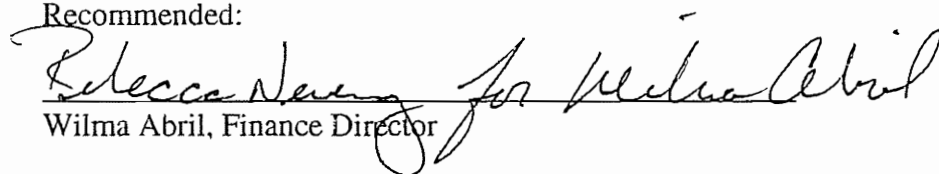
VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on  
09/09/2011 covering payroll process on the above date.  
Direct Deposit Check 21743 thru direct deposit check# 21932 inclusive.  
Deduction Check# 109822 thru deduction check# 109858 inclusive.  
Payroll Check # 90899 thru payroll check # 90978 inclusive.  
Listing total \$ 367,102.32  
All have been reviewed for:

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

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

Recommended:

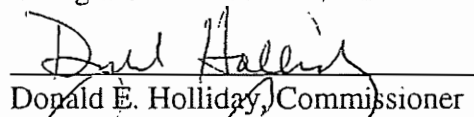
  
Wilma Abril, Finance Director

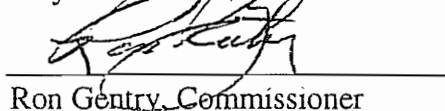
Done this 21<sup>st</sup> day of September, 2011

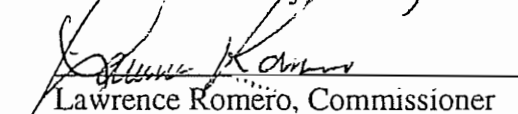
VALENCIA COUNTY BOARD OF COMMISSIONERS

  
Georgia Otero-Kirkham, Chair

  
Mary J. Andersen, Vice Chair

  
Donald E. Holliday, Commissioner

  
Ron Gentry, Commissioner

  
Lawrence Romero, Commissioner

ATTEST:

  
Sally Perea, County Clerk

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( 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 September 14, 2011 covering vendor bills processed on the above date. Check # 109859 to #109946 inclusive, for the total of \$309,394.27.

All have been reviewed for:

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

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

Recommended:

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

Done this 21st 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

BOOK 72

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( EXHIBIT L )