



**November 16, 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: November 2, 2011-Business Meeting

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

- 5) Redistricting: Rod Adair
- 6) Directors Reports – Cynthia Ferrari
- 7) Reports from Manager, Commissions, Boards & Committees

**ACTION ITEM(S)**

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

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

**BOARD RECONVENES AS BOARD OF COUNTY COMMISSIONERS**

- 9) Appointment of Planning Commission member: **Chair Kirkham**
- 10) Consideration of Award of Bid 669 / Manzano View Rehabilitation Franklin's Earthmoving: **Eric Zamora**
- 11) Sheriff Burkhard respectfully requests the Commission's approval to allocate overtime funds for the Property Crimes Task Force: **Sheriff Burkhard**
- 12) Consideration of Joint Powers Agreement between the Town of Peralta and VCDC: **Joe Chavez**
- 13) Consideration of Joint Powers Agreement between the Pueblo of Isleta and VCDC: **Joe Chavez**

**FINANCIAL MATTERS:**

- 14) Consideration of Resolution 2011-\_\_\_: Increase Expenditures and Revenues due to Grants to incorporate in FY12 Budget: **Kenny Griego / Wilma Abril**
- 15) Consideration of Approval: Payroll / Warrants: **Kenny Griego / Wilma Abril**

**PUBLIC COMMENT:**

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

**EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: c. real property: d. 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:**

- ♦ **December 7, 2011 – Business Meeting @ 9:30 A.M.**  
Valencia County Commission Board Room 444 Luna Ave. LL, NM

**ADJOURN:**

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

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

November 16, 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 Holliday moved for approval of the agenda. Seconded by Commissioner Romero. Motion carried unanimously.

4) Approval of Minutes: November 2, 2011- Business Meeting

Commissioner Andersen moved for approval of the minutes of November 2, 2011 Business Meeting. Seconded by Commissioner Holliday. Motion carried unanimously.

5) Redistricting: Rod Adair

Mr. Adair came before the commission with information as to how the process of redistricting the county works. He has plans A-E and is ready to proceed anytime the commission is ready. Mr. Adair recommended workshops to view the plans and see how it will affect the commissioner's particular districts and see that the interest of the county is being met. He suggested the commission and the public see all of the plans at one time, as it's very difficult to look at a plan as a stand alone. Every map will have the population, the percentages, the Hispanic population, the Anglo population and the non-Hispanic Native American population and percentages. He will work with the manager Mr. Zamora on having the workshop on the evening of the 28<sup>th</sup> or 29<sup>th</sup>.

### NON-ACTION ITEM(S)

6) Directors Reports – Cynthia Ferrari

Ms. Ferrari gave a brief update on the Juvenile Justice Board. They are trying to start a mentoring program here in Valencia County so they are partnering with Big Brother, Big Sisters and will be having a mentor dinner sponsored by Upton Health. The goals for the Juvenile Justice Board consists of: 1) reducing substance abuse among Valencia County youth, 2) reduce violence and gang activity among Valencia County youth, 3) increase graduation rates and reduce truancy, 4) increase positive family involvement and activities for youth and family and 5) develop alternatives to detention.

7) Reports from Manager, Commissions, Boards & Committee.

County Business Manager Kenny Griego said there is a program for all county administrators, managers and directors called "Get Motivated" which he would like everyone to attend. If all the administrators, directors and managers attend the price will be \$1.95 each with the purchase of a \$4.95 workbook. The date is December 13, 2011.

County Manager Eric Zamora stated they are currently working on the quiet zone in the Belen area. They had some issues over the weekend which temporarily stalled the project but Mr. Zamora is coordinating with the railroad to finish the work by mid-December.

Solid Waste Committee meeting will be held in the county courthouse and along with that, the Committee Development Block Grant application is due and Mr. Zamora has requested funding for upgrades to the Conejo Transfer Station. This would be another opportunity for Valencia County to submit for that. One of the requirements for the application is to conduct a public hearing. Mr. Zamora will schedule the public hearing and coordinate it with the committee.

Commissioner Gentry has received several calls as to why projects have not been completed and funds have not been spent in his district. Commissioner Gentry said the county gets funding in increments and he has been consolidating it for his district. His plan is he has seventeen projects on board and with this year's accumulated allotment of \$336,000.00 in district IV will allow for placing all of these roads out for bid with the exception of one and should be completed by the spring.

Commissioner Gentry asked Mr. Zamora what has been done in regard to the issue of the heavy trucks traveling on the road in Las Maravillas creating all the dust and vibration. The attorneys have completed a draft for a heavy truck ordinance and hope to have it ready to present to the commission at the first meeting in December, was Mr. Zamora's response.

Commissioner Gentry also asked for an update on an ordinance he requested controlling and regulating the sales of copper and precious metal related to thefts which will give the sheriff a method of tracking down and curtailing the thefts of these metals. Mr. Zamora said as of yesterday he was in discussion with a member of the New Mexico Recycling Coalition in getting some information and ideas on how to prepare that and should have that by years end.

#### **ACTON ITEM(S)**

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

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

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

Ms. Barbara Baker presented the Indigent Claims from October 7, 2011 to November 3, 2011 and requests approval of \$49,814.89.

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

Ms. Baker presented an Indigent Claims Appeal for Veronica Campean in the amount of \$80.00 and recommends approval of \$61.60 to be paid to UNM Health Sciences Center.

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

Ms. Baker presented five Indigent Claims Appeals for inmates; the first appeal was for inmate Edwardo Veloz in the amount of \$961.92 and Ms. Baker recommended approval of \$400.00 to Living Cross Ambulance; second appeal was for Samantha Luna in the amount of \$1,203.54 and recommended approval of \$926.73 to be paid to UNM Health Sciences Center; third appeal was for inmate Kevin King in the amount of \$4,949.00 and recommended approval of \$3,000.00 to be paid to Lovelace Medical Center; fourth appeal was for inmate Felix Crespín in the amount of \$7,475.00 and recommended approval of \$3,000.00 to be paid to Lovelace Medical Center; fifth appeal was for inmate Brandon Casias in the amount of \$96.00 and recommends approval of \$40.83 to be paid to Zia Diagnostic Imaging and also \$551.00 and recommended approval of \$89.73 to be paid to the Albuquerque New Mexico Physicians.

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

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

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

##### **9) Appointment of Planning Commission Member – Chair Otero-Kirkham**

Madam Chair stated her appointee to the Planning and Zoning Committee has moved out of the county and appointed Mr. Scott Edeal to fill that position. Madam Chair moved to approve the appointment of Mr. Scott Edeal to the Planning and Zoning Commission. Seconded by Commissioner Holliday. Motion carried unanimously.

(See Exhibit H)

##### **10) Consideration Award of Bid 669 / Manzano View Rehabilitation Franklin's Earthmoving – Eric Zamora**

Commissioner Holliday moved for approval of Bid 669. Seconded by Commissioner Andersen. Motion Carried unanimously. (See Exhibit I)

##### **11) Sheriff Burkhard Respectfully Requests the Commission's Approval to Allocate Overtime Funds for the Property Crimes Task Force – Sheriff Burkhard.**

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

Minutes of November 16, 2011 Regular Business Meeting

**12) Consideration of Joint Powers Agreement between the Town of Peralta and VCDC – Joe Chavez.**

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

**13) Consideration of Joint Powers Agreement between the Pueblo of Isleta and VCDC – Joe Chavez.**

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

**FINANCIAL MATTERS:**

**14) Consideration of Resolution 2011-50: Increase Expenditures and Revenues due to Grants to Incorporate in FY12 Budget – Kenny Griego / Wilma Abril**

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

County Clerk Sally Perea announced Resolution 2011-50. (See Exhibit L)

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

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

**PUBLIC COMMENT;**

Members of the audience speaking at today's business meeting were Valencia County residents Kendall Schneringer, Chris Martinez, Sue Moran, Mary Wood, Mike Wood and Karen Romero.

**EXECUTIVE SESSION:**

None

**NEXT COMMISSION MEETING:**

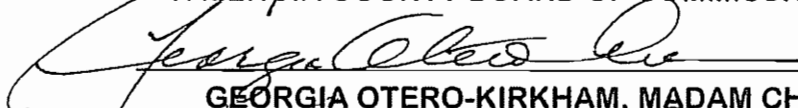
The next Regular Business Meeting of the Valencia County Board of County Commission will be held on, December 7, 2011 at 9:30 A.M. in the County Commission Room at 444 Luna Ave., Los Lunas, NM in the Valencia County Courthouse.

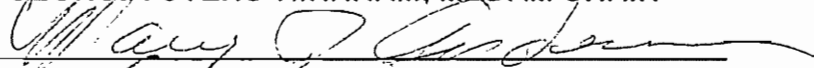
**11) ADJOURNMENT:**

Commissioner Gentry moved for adjournment. Seconded by Commissioner Romero. Motion carried unanimously. TIME: 11:11 A.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the November 16, 2011 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
 GEORGIA OTERO-KIRKHAM, MADAM CHAIR

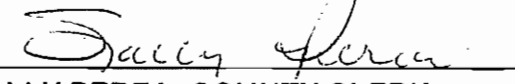
  
 MARY J. ANDERSEN, VICE-CHAIR

  
 LAWRENCE R. ROMERO, MEMBER

  
 RON GENTRY, MEMBER

  
 DONALD E. HOLLIDAY, MEMBER

ATTEST:

  
 SALLY PEREA, COUNTY CLERK

12-7-2011  
 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
UNM Health Sciences Center	204307201	10450	2,034.00	467.82	1,566.18
Living Cross Ambulance	58702	10451	961.92	561.92	400.00
UNM Health Sciences Center	204880017	10451	35,083.35	32,083.35	3,000.00
UNM Health Sciences Center	203645411	10452	4,715.25	1,715.25	3,000.00
UNM Health Sciences Center	204165781	10453	62,970.69	59,970.69	3,000.00
Living Cross Ambulance	59261	10454	1,465.08	1,465.08	0.00
Living Cross Ambulance	58836	10455	989.38	589.38	400.00
UNM Health Sciences Center	204951545	10455	1,559.00	358.57	1,200.43
UNM Health Sciences Center	204995724	10455	550.00	126.50	423.50
UNM Health Sciences Center	203256490	10456	25,392.28	22,392.28	3,000.00
Living Cross Ambulance	59033	10457	1,003.11	1,003.11	0.00
UNM Health Sciences Center	203458559	10458	121.00	27.83	93.17
UNM Health Sciences Center	204369482	10459	4,148.38	4,148.38	0.00
UNM Health Sciences Center	203852645	10460	686.60	686.60	0.00
UNM Health Sciences Center	203764527	10461	14,586.85	11,586.85	3,000.00
UNM Health Sciences Center	204421168	10462	21,887.58	21,887.58	0.00
UNM Health Sciences Center	204562763	10462	258.75	258.75	0.00
UNM Health Sciences Center	203051529	10463	13,444.69	13,444.69	0.00
<b>TOTALS</b>			191,857.91	172,774.63	19,083.28

( EXHIBIT A )

VALENCIA COUNTY COMMISSION MEETING

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

Ron Gentry      Donald E. Holliday      Lawrence R. Romero

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

Provider	Provider Account	Indigent Number	Amount Billed	Amount Denied	Amount Paid
Presbyterian Hospital	016014668-1232	10475	5,774.00	5,274.00	500.00
Albuquerque Ambulance	00065681	10475	525.00	125.00	400.00
UNM Health Sciences Center	204361646	10475	74,272.30	71,772.30	2,500.00
Living Cross Ambulance	59122	10476	948.19	548.19	400.00
Presbyterian Hospital	020183159-1260	10476	13,067.84	11,525.36	1,542.48
Presbyterian Hospital	020765876-1266	10477	7,800.00	6,800.00	1,000.00
UNM Health Sciences Center	205357387	10477	22,708.77	20,708.77	2,000.00
Presbyterian Hospital	001173219-1259	10478	25,845.30	25,845.30	0.00
Living Cross Ambulance	58605	10479	103.38	103.38	0.00
Presbyterian Hospital	002016938-1263	10480	13,383.19	10,383.19	3,000.00
Presbyterian Hospital	000954799-1235	10481	33,897.76	30,897.76	3,000.00
Living Cross Ambulance	57951	10482	103.38	7.38	96.00
Living Cross Ambulance	60121	10483	948.19	548.19	400.00
UNM Health Sciences Center	205732746	10483	89.15	20.50	68.65
Living Cross Ambulance	60286	10484	1,314.05	914.05	400.00
Presbyterian Hospital	020719911-1283	10484	1,132.00	1,132.00	0.00
Lovelace Medical Center	P1118500007	10485	2,692.00	1,692.00	1,000.00
UNM Health Sciences Center	203600473	10485	12,336.16	10,336.16	2,000.00
TOTALS			216,940.66	198,633.53	18,307.13

## 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	204102164	10464	80.00	80.00	0.00
UNM Health Sciences Center	204045462	10464	8,457.60	8,457.60	0.00
UNM Health Sciences Center	203129119	10465	4,391.09	4,391.09	0.00
UNM Health Sciences Center	203167143	10465	9,419.85	9,419.85	0.00
UNM Health Sciences Center	204250518	10465	4,625.30	4,625.30	0.00
UNM Health Sciences Center	203716816	10466	4,609.25	4,609.25	0.00
UNM Health Sciences Center	203220298	10467	6,327.55	6,327.55	0.00
Living Cross Ambulance	56819	10468	103.38	103.38	0.00
Living Cross Ambulance	58855	10469	1,245.40	1,245.40	0.00
UNM Health Sciences Center	202545806	10470	83,862.20	80,862.20	3,000.00
Presbyterian Hospital	001244321-1209	10471	1,154.96	265.64	889.32
Living Cross Ambulance	53846	10472	783.43	383.43	400.00
Presbyterian Hospital	001085913-1154	10472	2,005.00	461.15	1,543.85
Living Cross Ambulance	58911	10473	103.38	7.38	96.00
Living Cross Ambulance	57692	10474	1,181.60	781.60	400.00
Living Cross Ambulance	59676	10474	1,368.97	968.97	400.00
Presbyterian Hospital	001002186-1272	10474	867.00	199.41	667.59
Living Cross Ambulance	57699	10475	1,176.75	776.75	400.00
<b>TOTALS</b>			131,762.71	123,965.95	7,796.76



VALENCIA COUNTY COMMISSION MEETING

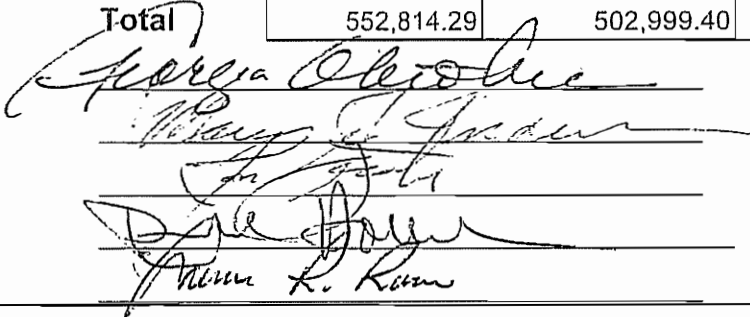
Georgia Otero-Kirkham, Chair Mary J. Andersen, Co-Chair

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	56529	10486	103.38	103.38	0.0
Living Cross Ambulance	59558	10487	1,263.98	1,263.98	0.0
Alb. Ambulatory Eye Center	4775	10488	1,885.00	1,344.38	540.62
SW Eye Care Specialists	PETERS0043	10488	1,038.00	331.05	706.95
Radiology Associates	11967428	10489	30.00	4.07	25.93
Radiology Associates	13961785	10490	40.00	13.48	26.52
Radiology Associates	14935464	10491	60.00	7.22	52.78
Presbyterian Medical Group	BL10057757180	10492	107.00	78.79	28.21
Radiology Associates	14839552	10492	32.00	3.79	28.21
Radiology Associates	14228830	10493	26.00	8.75	17.25
Radiology Associates	14952731	10494	27.00	9.75	17.25
Radiology Associates	10366250	10495	30.00	4.07	25.93
Radiology Associates	10399714	10496	49.00	9.04	39.96
Living Cross Ambulance	59762	10497	975.65	575.65	400.00
Presbyterian Medical Group	BL10058979510	10498	107.00	81.07	25.93
Zia Diagnostic	76506-ZIAD	10499	21.00	5.34	15.66
Lovelace Medical Center	P11238007903	10499	3,476.00	799.48	2,676.52
Lovelace Medical Center	P11233002292	10500	2,982.00	2,982.00	0.0
Subtotal			12,253.01	7,625.29	4,627.72
Total			552,814.29	502,999.40	49,814.89

Valencia County Commissioners  
Georgia Otero-Kirkham, Chair  
Mary J. Andersen, Co-Chair  
Ron Gentry  
Donald E. Holliday  
Lawrence R. Romero





## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Board of County Commissioners

From: Barbara A. Baker *BA*

Subj: Veronica Campean - Indigent Appeal

Ms. Veronica Campean has requested an Indigent Appeal for the Indigent Denial of October 19, 2011. Ms. Campean was denied as she did not respond to the letter to schedule an appointment. Ms. Campean called to say that she was out of town at a relatives funeral, had asked a neighbor to hold her mail and never received the first letter I sent her. Ms. Campean does meet all of the qualifications for Indigent Assistance and would have been approved if she had scheduled an appointment.

I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$80.00. If approved the amount being paid to UNM Health Sciences Center would be \$61.60.

Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

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

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

*Ron Gentry*  
Ron Gentry

*Donald E. Holliday*  
Donald E. Holliday

*Lawrence R. Romero*  
Lawrence R. Romero

ATTESTED BY:

*Sally Perea*  
Sally Perea, Valencia County Clerk

( EXHIBIT B )



## Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Commissioners

From: Barbara A. Baker *BAB*

Subj: Indigent Appeal - Edwardo Veloz - Inmate

Eric Zamora has requested an appeal for the Indigent Denial of inmate Edwardo Veloz on October 19, 2011. Mr. Veloz was denied as the Living Cross Ambulance bill in the amount of \$961.92 was received after the 90 day limit.

I would like to recommend approval of the Living Cross Ambulance bill in the amount of \$961.92 and if approved the amount paid to Living Cross Ambulance would be \$400.00.

Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

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

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

*Ron Gentry*  
Ron Gentry

*Donald E. Holliday*  
Donald E. Holliday

*Lawrence R. Romero*  
Lawrence R. Romero

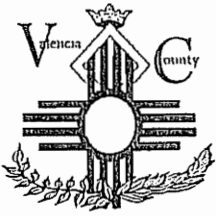
( EXHIBIT C )

BOOK 72

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ATTESTED BY:

*Sally Perea*  
Sally Perea, Valencia County Clerk



# Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Commissioners

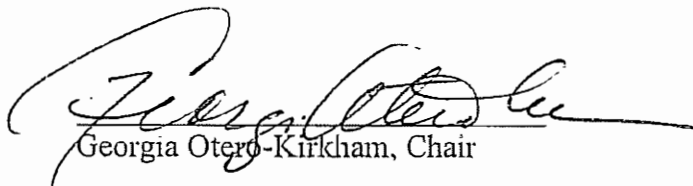
From: Barbara A. Baker *bab*

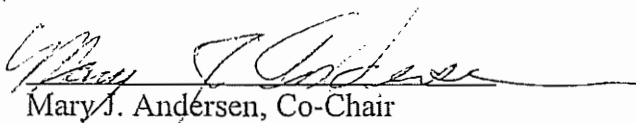
Subj: Indigent Appeal - Samantha Luna - Inmate

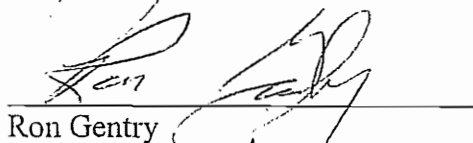
Eric Zamora has requested an appeal for the Indigent Denial of inmate Samantha Luna on October 19, 2011. Ms. Luna was denied as the UNM Health Sciences Center bill in the amount of \$1,203.54 was received after the 90 day limit.

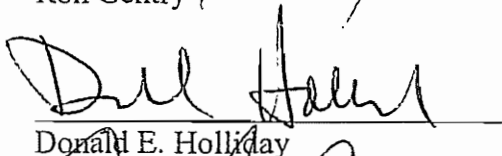
I would like to recommend approval of the UNM Health Sciences Center bill in the amount of \$1,203.54 and if approved the amount paid to UNM Health Sciences Center would be \$926.73.

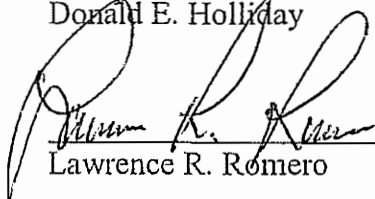
Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

  
Georgia Otero-Kirkham, Chair

  
Mary J. Andersen, Co-Chair

  
Ron Gentry

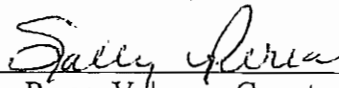
  
Donald E. Holliday

  
Lawrence R. Romero

( EXHIBIT D )

BOOK 72

PAGE 255

ATTESTED BY:   
Sally Perea, Valencia County Clerk



# Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 · Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Commissioners

From: Barbara A. Baker *LB*

Subj: Indigent Appeal - Kevin King - Inmate

Eric Zamora has requested an appeal for the Indigent Denial of inmate Kevin King on October 19, 2011. Mr. King was denied as the Lovelace Medical Center bill in the amount of \$4,949.00 was received after the 90 day limit.

I would like to recommend approval of the Lovelace Medical Center bill in the amount of \$4,949.00 and if approved the amount paid to Lovelace Medical Center would be \$3,000.00.

Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

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

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

*Ron Gentry*  
Ron Gentry

*Donatt E. Holliday*  
Donatt E. Holliday

*Lawrence R. Romero*  
Lawrence R. Romero (EXHIBIT E)

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ATTESTED BY: *Sally Perea*  
Sally Perea, Valencia County Clerk



# Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Commissioners

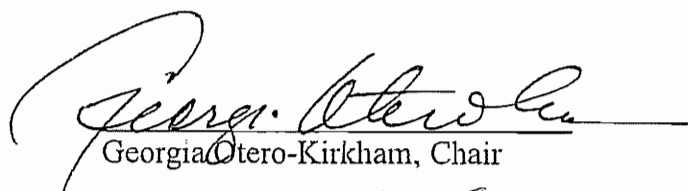
From: Barbara A. Baker (BAB)

Subj: Indigent Appeal - Felix Crespin - Inmate

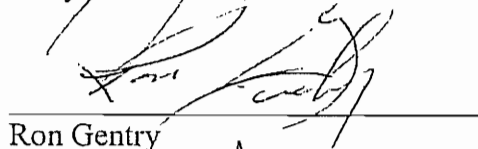
Eric Zamora has requested an appeal for the Indigent Denial of inmate Felix Crespin on October 19, 2011. Mr. Crespin was denied as the Lovelace Medical Center bill in the amount of \$7,475.00 was received after the 90 day limit.

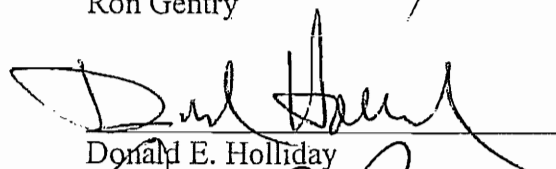
I would like to recommend approval of the Lovelace Medical Center bill in the amount of \$7,475.00 and if approved the amount paid to Lovelace Medical Center would be \$3,000.00.

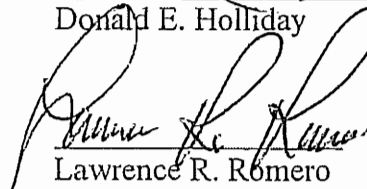
Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

  
Georgia Otero-Kirkham, Chair

  
Mary J. Andersen, Co-Chair

  
Ron Gentry

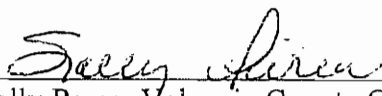
  
Donald E. Holliday

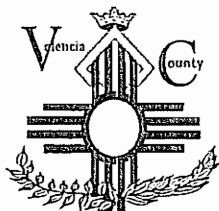
  
Lawrence R. Romero

( EXHIBIT F )

BOOK 72

PAGE 257

ATTESTED BY:   
Sally Perea, Valencia County Clerk



# Valencia County Indigent & Insurance

BARBARA A. BAKER, ADMINISTRATOR

Post Office Box 1119 • Los Lunas, New Mexico 87031

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

Date: November 16, 2011

To: Valencia County Commissioners

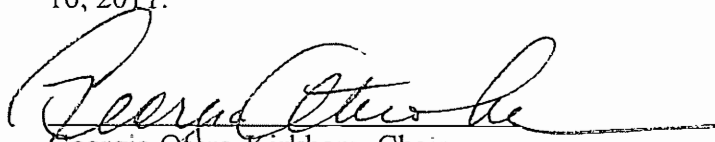
From: Barbara A. Baker : *lab*

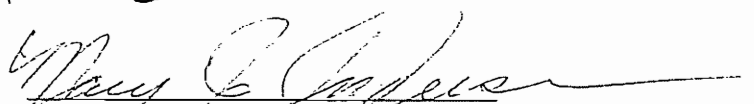
Subj: Indigent Appeal - Brandon Casias - Inmate

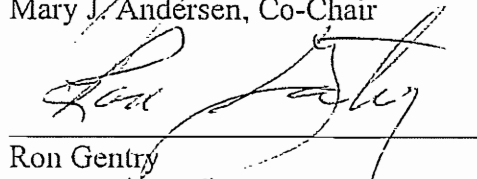
Eric Zamora has requested an appeal for the Indigent Denial of inmate Brandon Casias on October 19, 2011. Mr. Casias was denied as the Zia Diagnostic Imaging bill in the amount of \$96.00 and the Albuquerque New Mexico Physicians bill in the amount of \$551.00 were received after the 90 day limit.

I would like to recommend approval of the Zia Diagnostic Imaging bill in the amount of \$96.00 and if approved the amount being paid would be \$40.83. I would also like to recommend approval of the Albuquerque New Mexico Physicians bill in the amount of \$551.00 and if approved the amount being paid would be \$89.73. The total amount of both bills if approved would by the Valencia County Board of Commissioners would be \$130.56.

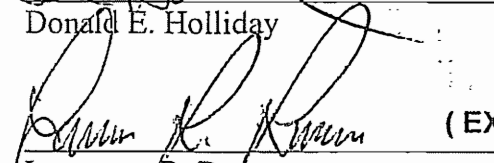
Approved by the Board of County Commissioners at the regular meeting of November 16, 2011.

  
Georgia Otero-Kirkham, Chair

  
Mary J. Andersen, Co-Chair

  
Ron Gentry

  
Donald E. Holliday

  
Lawrence R. Romero (EXHIBIT G)

ATTESTED BY:   
Sally Perea, Valencia County Clerk

Valencia County -- Board of County Commissioners

2011 List of Appointments – Boards, Committees, Commissions & Other Positions

Revised: 02/02/2011

<u>Board, Commission or Committee</u>	<u>District</u>	<u>Commission</u> <u>2011 Appointment</u>
<b>Board of County Commissioners</b>		
	District II	<b>Georgia Otero-Kirkham, Chair</b> <b>Mary J. Andersen, Vice-Chair</b>
	District I	
(A 1 year term unless established otherwise by ordinance)		
<b>Planning &amp; Zoning Commission</b> (Standing Commission)	District I	Gregory Gaudette Scott Edeal Joan Artiaga-Armijo Mike McCartney Jim Lane
	District II	
	District III	
	District IV	
	District V	
<b>Indigent Board</b> (Standing Board)	District I	Victoria Flores Leona Herrell Wayne Gallegos Frank Barr Laura Simmons
	District II	
	District III	
	District IV	
	District V	
<b>Emergency Medical Services Board</b>		
(Standing Board – for Rescue Districts)		Tony Villalobos, Meadow Lake #4 Chair
Ordinance #99-05		Jason Gonzales, Rio Grande Estates #1 Vice-Chair
		Justin Reeser, Bosque Farms #5 Secretary
		Jack Dickey, Tome Adelino #2 Member
		Tim Martinez, Valencia El Cerro #3 Member
		Lawrence R. Romero, County Commissioner
		Chief John Gabaldon, Los Lunas #6 Member
		Becky Culp, Los Chavez #7 Member
		Chief Manny Garcia, Belen #8 Member
		Andrew Molina, Jarales Pueblitos #9 Member
		Charles Eaton, Valencia County Rep. Member
	Brian Culp, Valencia County Rep. Member	
<div>Notes:</div> <div>[1] Standing Board, Commission, or Committee – A policy- making board, etc. established by County ordinance, more permanent in nature.</div> <div>[2] Special Board, Commission, or Committee – An advisory board, etc. established by BoCC resolution or motion, anticipated to terminate upon completion of its assigned task(s).</div> <div>[3] NMAC Board of Directors representative elected among Valencia County elected officials annually in the Spring.</div> <div>[4] NMAC representative selected by voting membership (selected by election).</div> <div>R = Representative; A= Alternate</div>		



Valencia County -- Board of County Commissioners  
2011 List of Appointments – Boards, Committees, Commissions & Other Positions

Revised: 02/02/2011

<u>Board, Commission or Committee</u>	<u>District</u>	<u>Commission</u> <u>2011 Appointment</u>
<b>Regional Dispatch Board</b>		
Louis Burkhard, Sheriff Charles Eaton		
<b>County Board of Registration</b> Section 1-4-35 NMSA 1978		
Lillie McNabb Amelia Baca Bill Pratt		
<b>Employee Unclassified Positions</b> (Ordinances #2006-05)		
County Manager		Eric Zamora
Business Manager		Kenneth S. Griego
Detention Director		Joe Chavez
Code Enforcement Director		Ruben Chavez
Public Works Director		Eric Zamora
<b>Fire Chiefs</b> (BoCC approves appointment)		
Jason Gonzales Jack Dickey Tim Martinez Tony Villalovos Becky Culp John M. Cherry Jr. Nicholas Moya Robert Sindicich Georgia Otero-Kirkham		
Rio Grande Estates #1 Tome Adelino #2 Valencia El Cerro #3 Meadowlake #4 Los Chavez #7 Jarales Pueblitos Bosque #9 Manzano Vista #10 Highland Meadows #12 Ex Officio		
<b>Mid-Region Council of Governments</b> Board of Directors (2 County members)		
	R	Mary J. Andersen
	R	Lawrence R. Romero
<b>Executive Board</b>		
	R	Mary J. Andersen

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R = Representative; A= Alternate

Valencia County -- Board of County Commissioners  
2011 List of Appointments – Boards, Committees, Commissions & Other Positions

Revised: 02/02/2011

<u>Board, Commission or Committee</u>	<u>District</u>	<u>Commission 2011 Appointment</u>
Water Resources Board	R A	Jacabo Martinez Donald E. Holliday
Regional Planning Authority (RPO):	R A	Eric Zamora Donald E. Holliday
VC Transportation Steering Committee	R A	Eric Zamora Donald E. Holliday
Regional Transit District Board	R	Ron Gentry
Workforce Investment Board CEO Board	R	Ron Gentry
Mid-West CAP Board	R	Donald E. Holliday
New Mexico Association of Counties Board of Directors [3]	R	Viola Vallejos
Multi-Line/Risk Management Board [4]	R A	Kenny Griego Barbara Baker
ML/RMB – Law Enforcement & Detent. Adv. Com	R	Louis Burkhard
Workers' Compensation Board [4]	R A	Kenneth S. Griego Jacque Chavira

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Valencia County -- Board of County Commissioners

2011 List of Appointments – Boards, Committees, Commissions & Other Positions

Revised: 02/02/2011

Board, Commission or Committee	District	Commission	2011 Appointment
<b>Animal Control Advisory Board</b> (Special Board) Georgia Otero-Kirkham, Commissioner			
	District I	<b>Reserve</b>	
	District II	Mark Rosenblum	
	District III	Tracy Kubitschek	
	District IV	Jim Shaw	
	District V	Judy Babcock	
<b>Older American Advisory Council</b> (Special Council) (BoCC approves appointment)			
		Wayne Gallegos	Belen Senior Center
		Helen Abeyta	Belen Senior Center
		Ramona McKee (Alternate)	Belen Senior Center
		Michael Jaramillo	Los Lunas Senior Center
		Mavis Moyers	Los Lunas Senior Center
		Linda Haverly	Del Rio Senior Center
		Barbara Hinojos (Alternate)	Del Rio Senior Center
		Lillie McNabb	Bosque Farms
		Wes Theuer (Alternate)	Bosque Farms
		Frank Cox	Bosque Farms
		Bob Gostischa	Meadow Lake
		Judith White (Alternate)	Meadow Lake
		Kenneth S. Griego	Valencia County

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Notes:

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[3] NIMAC Board of Directors representative elected among Valencia County elected officials annually in the Spring

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R = Representative; A= Alternate

4

Valencia County -- Board of County Commissioners  
2011 List of Appointments -- Boards, Committees, Commissions & Other Positions

Revised: 02/02/2011

Board, Commission or Committee      District      Commission  
2011 Appointment

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Safety Committee (Internal)  
(Appointed by Dept. Head/Director)

Barbara Baker, Chair  
Brian Culp  
Jacquelyn Chavira  
Gerald Chavez  
Kenneth Griego  
Robert Martinez  
Emily Carrillo  
Brenda Archuleta  
Barbara Marquez  
Jody Skelton  
Lawrence Esquibel  
Michelle Romero  
Patricia Armijo  
Robert Iverson

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## AGREEMENT

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of November, 2011, by and between the County of Valencia, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Franklin's Earthmoving Inc., (hereinafter referred to as the "Contractor").

### WITNESSED:

WHEREAS, the County issued a Invitation for Bids for Road Infrastructure Paving of Manzano View Road, IFB No. 669; and

WHEREAS, the Contractor submitted its bid, dated October 27, 2011, in response to IFB No. 669; and

WHEREAS, the County desires to engage the Contractor to render Infrastructure and Paving services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

### Scope

- The contract consists of overlaying existing pavement with, 1.5 inches of paving with tack coat about 1 mile in length by 22 feet wide. Traffic control and testing Contractor must follow NM DOT paving specifications using state approved mix design for the asphalt pavement.
- For road bid items, Construction will be performed in conformance to New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction. Latest edition as amended. Can be uploaded at [http://www.nmshtd.state.nm.us/upload/images/Contracts\\_Unit/2007\\_Specs\\_for\\_Highway\\_and\\_Bridge\\_Construction.pdf](http://www.nmshtd.state.nm.us/upload/images/Contracts_Unit/2007_Specs_for_Highway_and_Bridge_Construction.pdf)
- Pursuant to Section 13-1-108, N.M.S.A. 1978 bidders are hereby notified that all bids submitted are to exclude the applicable state gross receipts tax or applicable local option tax. Valencia County will pay the applicable tax including any increase in the applicable tax becoming effective after the date of the Contract. The applicable gross receipts tax or applicable local option tax will be shown as a separate amount on each billing or request for payment made under the contract.
- Permits and licenses: UNLESS OTHERWISE SPECIFIED HEREIN, THE Contractor is responsible to obtain and pay for all permits and licenses required for the project performed under this agreement. This requirement includes, but is not limited to, all permits and fees required by Valencia county and any local state, federal, or other public or private entities' fees for permits and/ or licenses.
- The Contractor is responsible with the coordination for Capping of Utility Services. Procedures and/or processes for removal of underground construction and utilities to a depth of 24 inches below grade. It is the responsibility of the contractor to contact the utilities departments for a one call.

( EXHIBIT ! )

All goods found to be inferior to the quality specified herein and in IFB No. 669, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

#### Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall continue until the project is complete.

#### 4. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the County and the Contractor.

#### 5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the Agreement. The County reserves the right to recover any excess cost incurred by the County to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the County pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

#### 6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the County Commission, any agreement resulting from this Invitation for Bids may be terminated at the end of the County's then current fiscal year upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County and all of its interest this Agreement shall cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

#### 7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least thirty (30) calendar days prior to the expiration of each year of the term of this Agreement.

9. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the County agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the County to the Contractor upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the County and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the County. Invoices shall be submitted on a monthly basis to Valencia County Road Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

11. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.

- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

12. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signator to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the County shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the County. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the County of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privacy of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

13. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the County, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the County, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the County, its officers, agents and employees.

Such indemnity shall also not extend to liability, claims, damages, losses or expenses, including attorney's fees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failing to give directions or instructions is the primary cause of bodily injury to persons or damage to property.



Receipt by the County of the Contractor's services under this Agreement, review by the County of any Plans, Specifications and documents by the Contractor, and County authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the County or as the giving of instructions or directions by the County. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

#### 14. Insurance

Until final acceptance by the County of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom.

If part of the Agreement with the County is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the County as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the County as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the County if a policy has been materially changed or canceled. The County shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

##### A. 1. Workers Compensation – Statutory

##### 2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the County and comply with the Act should it employ three or more persons during the term of any Agreement with the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the County may be terminated effective immediately.

##### B. Commercial General Liability with ISO CG0001 07/98

- |                                   |                               |
|-----------------------------------|-------------------------------|
| 1. Bodily Injury/Property Damage: | \$1,000,000 Each Occurrence   |
|                                   | \$2,000,000 General Aggregate |

- 2. Products/Completed Operations: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
- 3. Property Damage Liability Insurance shall not exclude (XCU)
- 4. Pollution Legal Liability: \$1,000,000 Each Occurrence

**C. Business Automobile Liability**

- 1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
- 2. Pollution Liability (MCS90) for Transportation exposure (if applicable):  
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

**D. Independent Contractors: Included**

**E. Contractual Liability: Included**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the County.

**15. Approval of Insurance**

Even though a "Notice to Proceed" may have been given by the County, the Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

**16. Increased Limits**

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

**17. Reports and Information**

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

**18. Audits and Inspections**

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

19. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

20. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

21. Release

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

22. 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.

23. 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 work required under this Agreement.

24. 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 understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

25. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the County is:

Valencia County  
PO Box 1119  
444 Luna Avenue  
Los Lunas, NM 87031

The official address of the Contractor is:

26. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

27. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

28. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

29. Changes

The County may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

30. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the County thereto.

31. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

32. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

33. Penalties

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

34. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

35. Ownership of Document

The County is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written:

County of Valencia:

See attached  
County Commission Chair

\_\_\_\_\_  
Date

Contractor: Franklin's Earthmoving Inc.

John W. Ellis  
Signature John W. Ellis

11/7/11  
Date

State Taxation & Revenue Department Taxpayer Identification Number: 01-200665003

Federal Taxpayer Identification Number: 85-0135702

Approved as to Form Only:

[Signature]  
County Attorney

11/14/11  
Date

Recommended By:

\_\_\_\_\_  
Lina Benavidez , Public Works

\_\_\_\_\_  
Date


Y7


# Bid 669 – Contract to Franklin's Earthmoving

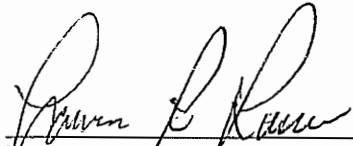
Presented at November 16, 2011 Business Meeting


APPROVED, ADOPTED AND PASSED on this \_\_\_\_ day of November, 2011.

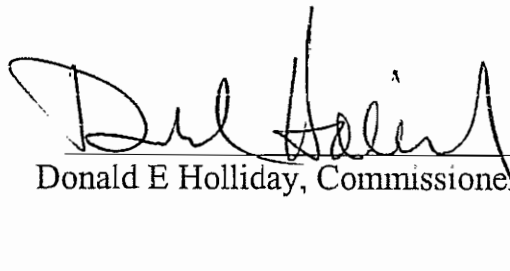
## BOARD OF COUNTY COMMISSIONERS

  
Georgia Otero-Kirkham, Chairperson District II

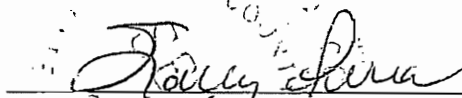
  
Mary J. Andersen, Vice Chair, District I

  
Lawrence R. Romero, Commissioner, District III

  
Ron Gentry, Commissioner, District IV

  
Donald E. Holliday, Commissioner, District V

ATTEST:

  
Sally Perea, County Clerk

ATTACHMENT A

QUOTATION SHEET

UNIT PRICING SECTION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	PAVING	TON	1020 tons	\$ 82.30	\$ 83946.00
2.	TRAFFIC CONTROL	DAY	2 Days	1100.00	\$ 2200.00
3.	TESTING	LUMP SUM	1	2915.00	\$ 2915.00
4.	TACK COAT	TON	8 1/2	525.00	\$ 4462.50
TOTAL COST					\$ 93525.50

The undersigned hereby agrees to furnish and deliver the item(s) specified in the Request for Bid (IFB #669 at the price stated and in accordance with the terms and conditions of the IFB which are made a part of this bid.

Name of Company: Franklin’s Earthmoving Inc.

Business Address: 2425 Jefferson St NE Albuquerque, NM 87110

Phone Number: 505-884-6947 Fax Number: 505-883-2604

By:  11/7/11  
Authorized Signature John W. Ellis Date

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 0160142

AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that  
FRANKLIN'S EARTHMOVING, INC.  
P. O. Box 30275, Albuquerque, New Mexico 87190-0275

as Principal, hereinafter called Contractor, and,  
BERKLEY REGIONAL INSURANCE COMPANY  
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107

as Surety, hereinafter called Surety, are held and firmly bound unto  
COUNTY OF VALENCIA  
P.O. Box 1119, 444 Luna Ave., Los Lunas, New Mexico 87031

as Obligee, hereinafter called Owner, in the amount of  
NINETY-THREE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 50/100---  
Dollars (\$ 93,525.50 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated NOVEMBER 7, 2011, entered into a contract with Owner for  
ROAD INFRASTRUCTURE PAVING OF MANZANO VIEW ROAD, IFB NO. 669

in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



## PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

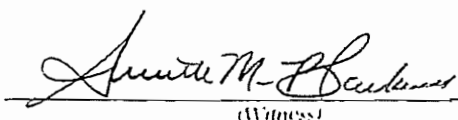
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

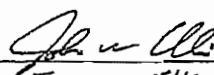
Signed and sealed this 7TH day of NOVEMBER 2011

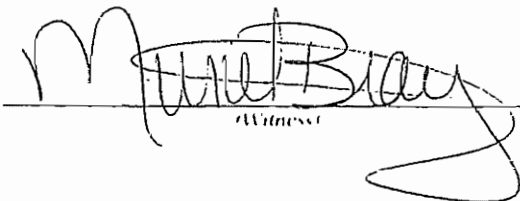
  
(Witness)

FRANKLIN'S EARTHMOVING, INC.

(Principal)

(Seal)


  
John W. Ellis (Title) Vice President

  
(Witness)

BERKLEY REGIONAL INSURANCE COMPANY

(Surety)

(Seal)

  
SALLY L. NELSON (Title) ATTORNEY-IN-FACT

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 0160142

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that  
FRANKLIN'S EARTHMOVING, INC.  
P. O. Box 30275, Albuquerque, New Mexico 87190-0275

as Principal, hereinafter called Principal, and,  
BERKLEY REGIONAL INSURANCE COMPANY  
320 Osuna NE, Suite G-1, Albuquerque, New Mexico 87107

as Surety, hereinafter called Surety, are held and firmly bound unto  
COUNTY OF VALENCIA  
P.O. Box 1119, 444 Luna Ave., Los Lunas, New Mexico 87031

as Obligor, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the  
amount of NINETY-THREE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 50/100--  
Dollars (\$ 93,525.50 ),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated NOVEMBER 7, 2011 , entered into a contract with Owner for  
ROAD INFRASTRUCTURE PAVING OF MANZANO VIEW ROAD, IFB No. 669

in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

## LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 7TH day of NOVEMBER 2011

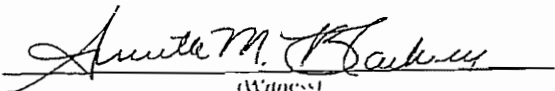
BOOK 72

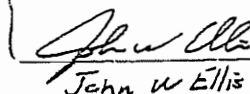
PAGE 278

FRANKLIN'S EARTHMOVING, INC.

(Principal)

(Seal)

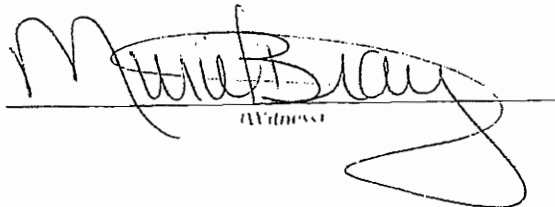
  
(Witness)

  
John W. Ellis (Title) Vice President

BERKLEY REGIONAL INSURANCE COMPANY

(Surety)

(Seal)

  
(Witness)

  
SALLY L. NELSON (Title) ATTORNEY-IN-FACT

POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE

NO. 5120

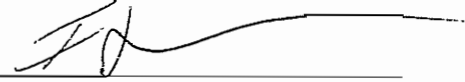
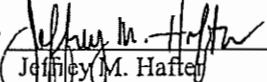
NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Robert L. Brooks, Bartley Hoyt Kinney, III, Dean E. Vigil, Carl Samuel Conlee, III, David Gebhardt, Michael L. Chrestman or Sally L. Nelson of Wells Fargo Insurance Services USA, Inc. of Albuquerque, New Mexico** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

- "RESOLVED**, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further
- RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
- RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
- RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of September, 2011.

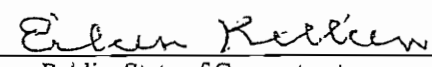
Attest:		Berkley Regional Insurance Company
(Seal)	By 	By 
	Ira S. Lederman	Jeffrey M. Hafter
	Senior Vice President & Secretary	Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 15 day of September, 2011, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JUNE 30, 2012

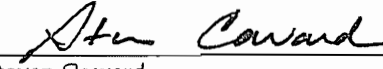
  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 7TH day of NOVEMBER, 2011.

(Seal)

  
Steven Coward

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)

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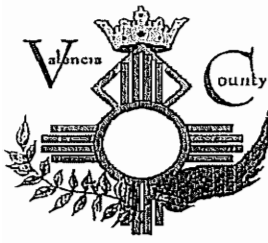
Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department

Or

email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.



**VALENCIA COUNTY**  
**PUBLIC WORKS DIVISION**  
1209 HWY 314 ♦ P.O. Box 1119 ♦  
LOS LUNAS, NEW MEXICO 87031  
PHONE 505.866.2475 ♦ FAX: 505.866.3388

November 17, 2011

Franklin's Earthmoving Inc. will pave .9375 miles that will consist of 1 ½" of Asphalt at 22' width.



01161

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Lines- 505-262-2621 Wells Fargo Insurance Services USA, Inc 320 Osuna NE #G1 Albuquerque, NM 87107	<b>CONTACT NAME:</b> Sally Nelson or Jenny Coughlin <b>PHONE (A/C, No, Ext):</b> (505)262-2621 <b>E-MAIL ADDRESS:</b> jcoughlin@wellsfargo.com <b>FAX (A/C, No):</b> (855)512-3881																					
<b>INSURED</b> Franklin's Earthmoving, Inc. PO Box 30275  Albuquerque, NM 87190	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Bituminous Fire &amp; Marine Insurance Co</td><td>20109</td></tr><tr><td>INSURER B :</td><td>Bituminous Casualty Corporation</td><td>20095</td></tr><tr><td>INSURER C :</td><td>Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Bituminous Fire & Marine Insurance Co	20109	INSURER B :	Bituminous Casualty Corporation	20095	INSURER C :	Steadfast Insurance Company	26387	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

## COVERAGES

CERTIFICATE NUMBER: 3501028

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	CLP3559886	09/30/2011	09/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	CAP3559885	09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2591109	09/30/2011	09/30/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 3559887	09/30/2011	09/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability		CPL655433002	09/30/2011	09/30/2012	\$1,000,000 Each Claim \$2,000,000 Total for all Claims

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE:IFB No 699-Road Infrastructure and Paving of Manzano View Road County of Valencia, New Mexico is an Additional Insured under General Liability when required by written contract regarding their interest in the operations of the Named Insured. Forms applying when required by written contract: General Liability: Additional Insured -ongoing operations & completed operations; Waiver of Subrogation. Coverage is primary & noncontributory when required by written contract.  
Auto: Additional Insured; Waiver of Subrogation.  
Workers Compensation: Waiver of Subrogation.

## CERTIFICATE HOLDER

## CANCELLATION

County of Valencia, New Mexico PO Box 1119 444 Luna Avenue Los Lunas, NM 87031	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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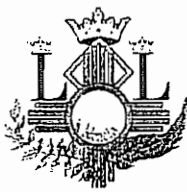
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ACORD 25 (2010/05)

BOOK 72

PAGE 282



**AGREEMENT  
BETWEEN VALENCIA COUNTY  
AND THE TOWN OF PERALTA NEW MEXICO**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS  
ARRESTED BY THE TOWN OF PERALTA, NEW MEXICO OR SENTENCED TO  
DETENTION OR CONFINEMENT PURSUANT TO THE JURISDICTION AND  
AUTHORITY OF THE TOWN OF PERALTA NEW MEXICO**

**THIS AGREEMENT** is made and entered into the 28<sup>th</sup> day of SEPTEMBER, 2011 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and Town of Peralta New Mexico, hereinafter referred to as the "Municipality," political subdivisions of the State of New Mexico.

**RECITALS**

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

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

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

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

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

( EXHIBIT J )

BOOK 72

PAGE\_ 282



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

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

## **AGREEMENT**

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

#### **A.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Surplus Funds.** There will be no surplus money as a result of this Agreement as the fees billed by the County are for services rendered to the Municipality and the fees received by the County will be transferred to the County general fund as required by law.
5. **Strict Accountability of all Receipts and Disbursements.** Each party shall be strictly accountable for all receipts and disbursements under this agreement.
6. **Amendment.** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
7. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.
8. **Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County and the Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County and/or the Municipality in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended.
9. **Independent Contractor.** Neither Valencia County nor its employees are considered to be employees of the Municipality for any purpose whatsoever. Valencia County is considered and Independent Contractor at all times in the performance described herein.
10. **Notices.** Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:  
To the County: Joe Chavez, Warden, P.O. Box 1119, Los Lunas, NM 87031  
To the Municipality: Bryan R. Olguin, Mayor, P.O. Box 1830 Peralta NM 87042
11. **Lead agency.** The County is designated as the lead agency and shall monitor the actions of the Municipality as pertains to this agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Municipality that Municipality is in breach of its payment obligations under this Agreement, the Municipality fails to make payment within fifteen (15) days after receipt of such notice. The Municipality and the County shall report and/or confer with one another upon specific requests.

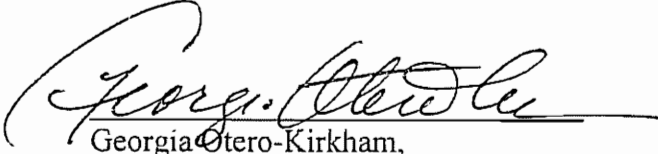
**IN WITNESS WHEREOF,** the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

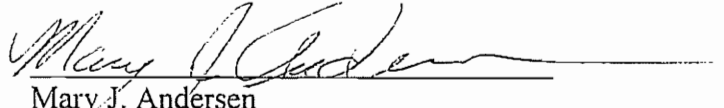
BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

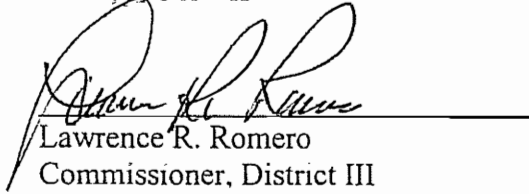
P.O. Box 1119 / 444 Luna Ave.

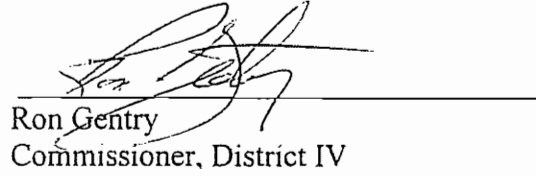
Los Lunas, NM 87031

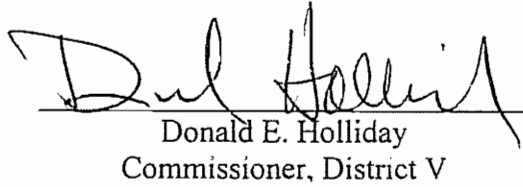
APPROVED, ADOPTED, AND PASSED on this 16<sup>th</sup> day of November, 2011.

  
Georgia Otero-Kirkham,  
Chair, District II

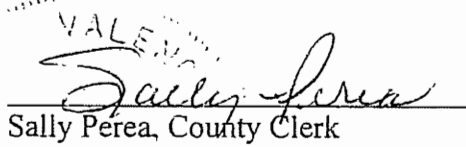
  
Mary J. Andersen  
Vice-Chair, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

  
Donald E. Holliday  
Commissioner, District V

Attest:

  
Sally Perea, County Clerk

TOWN OF PERALTA, NEW MEXICO

By: \_\_\_\_\_  
Bryan R. Olguin, Mayor

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

10/26/2011

ATTEST BY: \_\_\_\_\_

Clerk \_\_\_\_\_

10/26/2011

BOOK 72

PAGE 288



**AGREEMENT  
BETWEEN VALENCIA COUNTY  
AND ISLETA PUEBLO**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS  
ARRESTED BY THE PUEBLO OF ISLETA OR SENTENCED TO DETENTION OR  
CONFINEMENT PURSUANT TO THE JURISDICTION AND AUTHORITY OF  
PUEBLO OF ISLETA TRIBAL COURT**

**THIS AGREEMENT** is made and entered into the 16<sup>th</sup> day of November, 2011 by and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and the Pueblo of Isleta, hereinafter referred to as the "Pueblo," a federally recognized Indian tribe.

**RECITALS**

**WHEREAS**, the County maintains and operates the Valencia County Adult Detention Center and the Pueblo does not have facilities to house adult persons arrested or ordered to confinement by Pueblo of Isleta;

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

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

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

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

**WHEREAS**, both the Pueblo and County find that it is the best interests of both to enter this Agreement.

**( EXHIBIT K)**

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

## **AGREEMENT**

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

#### **A.**

- i.** The County agrees to confine and house all individuals, who are over the age of 18, arrested by Pueblo of Isleta Police Officers for violation of the Pueblo's Laws or federal law that applies on Pueblo of Isleta lands or that are sentenced to detention or confinement by Pueblo of Isleta Tribal Court (hereinafter "Tribal Detainees") subject to the terms and restrictions of this Agreement.
- ii.** The Pueblo will pay the County the sum of seventy dollars (\$70.00) per day or any fraction thereof for each Tribal Detainee confined at the Detention Center based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight). A finance charge of 1 ½ % will be charged on any invoices outstanding over thirty (30) days.
- iii.** Full payment for the above specified service shall be remitted by the Pueblo to the County after the Pueblo's receipt of the County's itemized monthly billing statement. Bills shall be remitted by the County on or about the first business day of each month and shall contain the names of each the Tribal Detainee and the dates of Detention. Full payment shall be made by the Pueblo to the County within thirty (30) days of receipt of the bill, and a copy of the bill and check shall be sent by the Pueblo to the Valencia County Treasurer's Office for record keeping purposes.
- iv.** If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

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

**C.** The Pueblo agrees to call the Center in advance to verify available space prior to delivering Tribal Detainees for booking. If the Center is at full capacity, the County, through its authorized agent, reserves the right to deny intake in accordance with state and federal regulations. The County warrants that it will not deny the Pueblo intake if the Center is below full capacity and otherwise in accordance with state and federal regulations.

**D.** If the Detention Center's Warden determines that the Center is at full capacity the Pueblo's Detainee(s) in the custody of Valencia County will be transported to another detention facility within the State of New Mexico. The Pueblo shall pay the County all costs of housing its detainee(s) at the non-Valencia County detention facility. The Detention Center Warden will immediately inform the Pueblo of the need to transport the Pueblo's Detainee(s) pursuant to this provision.

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

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

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

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

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

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

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



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

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

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

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

8. **Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended. The Pueblo shall be liable for its actions according to this Agreement subject to the immunities and limitations of the Federal Tort Claims Act, 28 U.S.C. Sec. 2671, *et. seq.*, as amended and as applicable to the Pueblo of Isleta Police Department. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended. Any liability incurred by the Pueblo in connection with this Agreement is subject to the immunities and limitations of the Federal Tort Claims Act, 28 U.S.C. Sec. 2671, *et. seq.*, as amended and as applicable to the Pueblo of Isleta Police Department. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive the sovereign immunity of the Pueblo of Isleta.

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

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

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

To the Pueblo: Frank E. Lujan, Governor, P.O. Box 1270, Isleta, NM 87022

11. **Lead agency.** The County is designated as the lead agency and shall monitor the actions of the Pueblo as pertains to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Pueblo that Pueblo is in breach of its payment obligations under this Agreement, the Pueblo fails to make payment within thirty (30) days after receipt of such notice. The Pueblo and the County shall report and/or confer with one another upon specific requests.

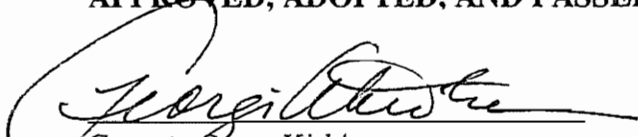
IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

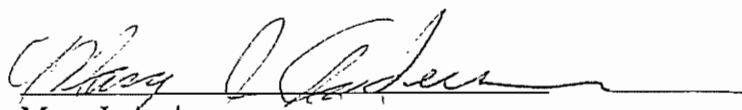
**BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY**

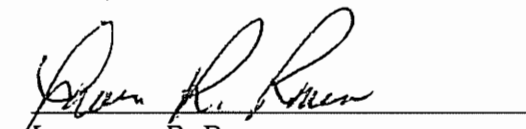
P.O. Box 1119 / 444 Luna Ave.

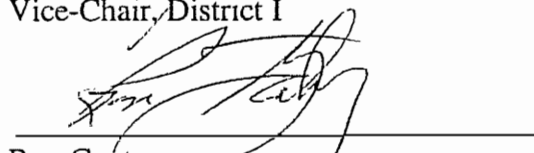
Los Lunas, NM 87031


APPROVED, ADOPTED, AND PASSED on this 16 day of November, 2011.

  
Georgia Otero-Kirkham,  
Chair, District II

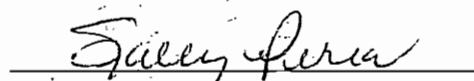
  
Mary J. Andersen  
Vice-Chair, District I

  
Lawrence R. Romero  
Commissioner, District III

  
Ron Gentry  
Commissioner, District IV

  
Donald E. Holliday  
Commissioner, District V


Attest:

  
Sally Perea, County Clerk

**PUEBLO OF ISLETA**

P.O. Box 1270

Isleta, NM 87022

By:   
Frank E. Lujan, Governor

Date: 8/12/2011



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 November 2, 2011 covering vendor bills processed on the above date.  
Check # 110616 to #110698 inclusive, for the total of \$114,516.73.

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:

*Rebecca Warming for Wilma Abril*  
Wilma Abril, Director of Finance

Done this 16th day of November, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

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

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

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

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

*Ron Gentry*  
Ron Gentry, Commissioner

( EXHIBIT M )

ATTEST.

BOOK 72

PAGE 295

*Sally Perea*  
Sally Perea, County Clerk

Sally Perea  
County Clerk

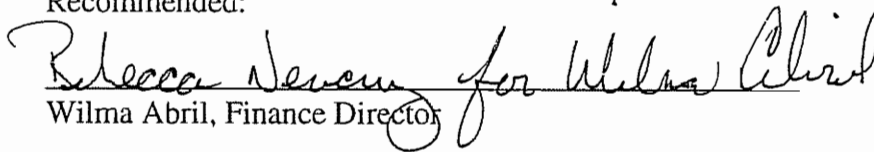
**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PAYROLL AUTHORIZATION**

The attached computer printout lists all checks issued by the Managers Office on  
11/04/2011 covering payroll process on the above date.  
Direct Deposit Check 22492 thru direct deposit check# 22676 inclusive.  
Deduction Check# 110699 thru deduction check# 110730 inclusive.  
Payroll Check # 91221 thru payroll check # 91297 inclusive.  
Listing total \$ 354,658.80  
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:

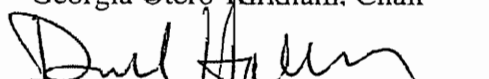
  
Wilma Abril, Finance Director


Done this 16<sup>th</sup> day of November, 2011

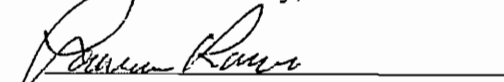
**VALENCIA COUNTY BOARD OF COMMISSIONERS**

  
Georgia Otero-Kirkham, Chair

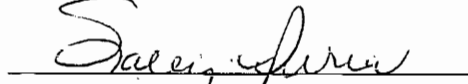
  
Mary J. Andersen, Vice Chair

  
Donald E. Holliday, Commissioner

  
Ron Gentry, Commissioner

  
Lawrence Romero, Commissioner

ATTEST:

  
Sally Perea, County Clerk (EXHIBIT N)

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ACCOUNTS PAYABLE AUTHORIZATION

Sally Perea

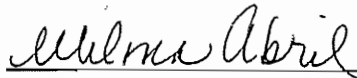
The attached computer printout lists all the checks issued by the Manager's Office on November 9, 2011 covering vendor bills processed on the above date.  
Check # 110735 to #110820 inclusive, for the total of \$248,279.03.

All have been reviewed for:

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

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

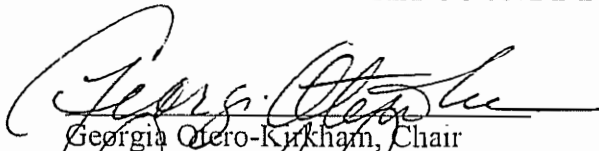
Recommended:



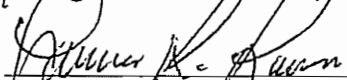
Wilma Abril, Director of Finance

Done this 16th day of November, 2011.

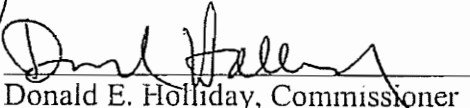
VALENCIA COUNTY BOARD OF COMMISSIONERS



Georgia Otero-Kirkham, Chair



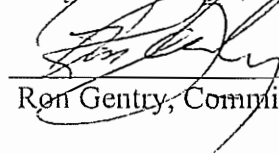
Lawrence R. Romero, Commissioner



Donald E. Holliday, Commissioner



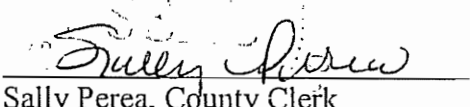
Mary J. Andersen, Vice-Chair



Ron Gentry, Commissioner

( EXHIBIT O )

ATTEST:



Sally Perea, County Clerk