

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

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

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes: November 16, 2011-Business Meeting

DISCUSSION (Non-Action) ITEM(S)

- 5) Department Reports – Sheriff Burkhard; Barbara Baker
- 6) Discussion of Ordinance Restricting Through Traffic in Valencia County
- 7) Reports from Manager, Commissions, Boards & Committees

ACTION ITEM(S)

- 8) Consideration of purchase of Tierra Grande Fire Station: **Commissioner Gentry**
- 9) Consideration of Resolution 2011-____ for CDBG (Community Development Block Grant) for the purpose of receiving funds for the upgrade of the Conejo Transfer Station: **Eric Zamora / Christina Card**
- 10) Request approval to accept NM Department of Transportation Grant (Project 12-AL-64-109) in the amount of \$24,500: **Sheriff Burkhard**
- 11) Consideration of Agreement for the Midwest CAP limited use of Meadowlake Senior Center: **Kenny Griego**
- 12) Consideration of MOU between Village of Bosque Farms and Valencia County: **Kenny Griego**

FINANCIAL MATTERS:

- 13) Consideration of Budget Resolution 2011-____: **Kenny Griego / Wilma Abril**
- 14) Consideration of Approval: Payroll / Warrants: **Kenny Griego / Wilma Abril**

PUBLIC COMMENT:

BOOK 72 PAGE 272

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 **Public Works / Business Vacancies**; b. pending or threatened litigation **FOP; Brian Benoit vs. Mary J Andersen, Case No. D-1314-CV-2011-01431, Lone Mountain Construction**; 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.

ACTION ITEMS FROM EXECUTIVE SESSION:

- ♦ FOP
- ♦ Brian Benoit vs. Mary J Andersen, Case No. D-1314-CV-2011-01431
- ♦ Lone Mountain Construction

NEXT COMMISSION MEETING:

- ♦ **December 21, 2011 – Business Meeting @ 9:30 P.M.**
Valencia County Commission Board Room 444 Luna Ave. LL, NM

ADJOURN:

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

VALENCIA COUNTY BOARD OF COMMISSIONERS

BUSINESS MEETING

DECEMBER 7, 2011

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

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

2) Madam Chair led the Pledge of Allegiance.

3) Approval of Agenda

County Manager Eric Zamora requested that item (9) be revised to read Consideration of Resolution 2011__ for CDBG Community Development Block Grant only. Business Manager Kenny Griego requested item (12) be tabled until the next meeting. Commissioner Romero moved for approval of the amended agenda. Seconded by Commissioner Andersen. Motion carried unanimously.

4) Approval of Minutes: November 16, 2011 Business Meeting

Commissioner Holliday moved for approval of the minutes of November 16, 2011 Business Meeting. Seconded by Commissioner Andersen. Motion carried unanimously.

DISCUSSION (Non-Action) ITEM(S)

5) Department Reports – Sheriff Burkhard; Barbara Baker

Madam Chair confirmed with counsel since the agenda had already been approved was it possible to move Indigent Director Barbara Bakers report before Sheriff Burkhard. Attorney Nance answered yes.

Valencia County Indigent Director Barbara Baker gave a brief update on the progress of establishing a dental care program to be included in the County Indigent Program. She sent emails to thirty counties that have an Indigent Program and from the eight responses she received six counties have a dental program. Currently Valencia County's Indigent Fund pays for non-profit and for profit with the medical and if the dental program goes into effect she would like this same thing done with profit and non-profit. The dental would be different then the medical. People will be pre-approved first and then give the commissioners a report after the fact, since dental work usually needs immediate attention. Ms. Baker plans on placing an article in the local paper explaining what the Indigent Program does now and also include the dental plans in the hopes that local dentists will read it and be willing to participate in this program. Any dentist wishing to participate can call her office, this will help to get feedback as to how many would like to participate, then they can get a contract set up and get the dental program going.

Commissioner Gentry asked Ms. Baker when she puts this plan together that she also completes a report to show what she feels the impact is going to be on the fund. Ms. Baker said she doesn't feel this is going to be a problem because most counties set a limit. This would probably be the thing to do and doesn't feel it's going to make a big impact on the fund because of the amount of money the Valencia County Indigent Fund has in it now.

Commissioner Holliday said a cap can be placed on how much is paid out from the fund per year and doesn't believe there's a possibility of draining the fund.

Sergeant Gordon of the Valencia County Sheriffs Department gave a brief synopsis on the activities of the crimes task force. In District V, District II and District I there were arrests made in several rings. There has been some progress in Districts III and District VI but are still having issues with theft in the Tierra Grande and Jarales areas. There are some results being seen in the reporting coming into the sheriffs department on a weekly basis, and several search warrant have been issued and have recovered stolen vehicles and other stolen property.

6) Discussion of Ordinance Restricting Through Traffic in Valencia County

County Manager Eric Zamora presented a draft of the ordinance (for discussion only) requested by Commissioner Gentry to address some of the traffic issues on South Rio Del Oro and the traffic behind Las Maravillas on the dirt road.

Commissioner Gentry said his thought is to go ahead and do this as this would give the commission some ability to give relief to the one problem they found no answers to. This would be the road behind Las Maravillas, in which the truck traffic and weight limits could be restricted. This would help those residents out in this area.

Madam Chair said the ordinance is not site specific. County Attorney Dave Pato stated the draft he is looking at is site specific to south Rio Del Oro Road East Manzano Expressway to Valencia High School and has to be under state law because the board has to make certain findings that vibrations, noise and the dust on that particular road creates this hazard. It has to meet those findings to that particular road and that's why it is site specific.

Madam Chair asked so any time we have a road like this, the commission is going to do a new ordinance for that road. That's correct, we need to have a public hearing for that particular road and make those particular findings in respect to that road indicating whether noise, dust, vibrations are a nuisance created by virtue of the truck traffic along that road and any interested parties can come in and express their concerns in respect to that particular road was Mr. Pato's response.

Commissioner Gentry said he would like this scheduled for a public hearing. Mr. Pato suggested placing it on the agenda as an action item so the commission can direct the publication, the title and the subject matter of the ordinance and then schedule the public hearing pursuant to Section 437-7 which sets forth the manner in which that public hearing needs to be held.

Commissioner Holliday asked if this was to retaliate against the gravel company and their trucks, is there that much truck traffic on this road that would require the commission to do this.

Commissioner Gentry said this has been brought before the commission several times and reached an agreement with Valley Improvement Association to develop alternate routes in order not to bring the heavy trucks with gravel behind that residential road because of the damage, dust and all it was causing. Since then Valley Improvement Association has sold the gravel company to private owners, they are selling it out, not trucking it all themselves. They're selling it out on the retail market and those people don't have to honor that agreement, so they're taking the short route going behind that residential area. There are alternate routes, so in no way would it be in retaliation to the gravel company. It's just so that the health and welfare of those citizens is protected.

Commissioner Holliday said if that's the case he would like to see north Rio Del Oro added to this study also because he feels there is also an issue in front of the school. If we had just followed the plan they agreed to, there wouldn't have been a problem, as they would have had an alternative route. Has anyone even contacted this company.

Mr. Zamora said he personally has made several attempts as recently as last week to get information from this company and they have not returned his calls.

Commissioner Holliday said when the prior commission approved to give them a zone change, the first company agreed to a lot of things and they didn't follow through on this and now we're picking on this company. The problem has been there for quite a while and now that there are different owners, the commission is taking action. Since it's a loop let's add north Rio Del Oro and get it done in one quick sweep.

Madam Chair stated there's quite a lot of traffic in the morning and during the school hours on that north Rio Del Oro going to the new high school and crossing Manzano Expressway. She thinks Commissioner Holliday is right, that's a little worrisome and the entire loop needs be looked at to see what the impact of that is.

7) Reports from Manager, Commissions, Boards & committees

County Manager Eric Zamora stated the El Cerro Community group will meet on Tuesday night December 13, 2011 at 7:00 P.M. at the El Cerro Community Center. Also this month the Department of Transportation will bid to replace the six timber bridges on Highway 6. It will be a complete construction and require partial road shut downs. Most of the construction will be handled on a one lane basis and should continue through early summer. This will impact the residents that come from the San Clemente area. Madam Chair suggested Mr. Zamora inform the residents.

Mr. Zamora thanked the Valencia County road crew for their efforts over the weekend. Crews were out very early on Saturday morning through mid-day on Monday trying to keep the roads in good condition. The county is stretching their resources very thin

within the road department. The department is experiencing significant equipment issues as the fleet is aging and the county is getting by the best it can with what it has. Madam Chair suggested that Mr. Zamora make plans to meet with some legislators prior to the Legislative Session in January to discuss some of Valencia County's needs.

Commissioner Andersen said the New Mexico Association of Counties has established about six priorities for the Legislative Session and they have asked that the commissions all be apprised of them. Those priorities are; 1) to support a mechanism to correct property taxes inequities and resolve the current constitutionality problem, 2) allow PERA retirees to serve as poll workers without risking loss of retirement benefits, 3) decriminalize traffic violations in New Mexico, 4) increase the portion of State Liquor Excise Tax allocated to the local government DWI Fund and dedicate a portion of that increase to the administrative office of the courts for State Drug Courts, 5) create a system to insure that local option gross receipts taxes are remitted directly to the state with the proper location code to insure payment of revenues to local government and 6) to empower the county commission to band all fireworks in their jurisdictions during extreme drought conditions.

ACTION ITEM(S)

8) Consideration of Purchase of Tierra Grande Fire Station: Commission Gentry
Commissioner Gentry moved for approval. Seconded by Commissioner Romero. Motion fails 2-3.

9) Consideration of Resolution 2011__ for CDBG Community Development Block Grant Eric Zamora / Christina Card.

County Manager Eric Zamora stated as part of the application process the county is required to conduct a public hearing regarding the application and the application at this point is open ended. There has been discussion of several potential projects which includes upgrades for Conejos, the Abatement Program, road improvements and other infrastructure improvements. Based on that discussion both Mr. Zamora and Ms. Card recommend the commission consider the previous application which was submitted last year in support of the Conejos Transfer Station however; that is open to commission discussion and commission option at this point.

Madam Chair said it seems that the concessions of the people is the improvement to Conejos and in as much as we are trying to establish the solid waste, the extra room is needed, the upgrades are needed and one of the things that she has suggested is that they utilized this grant to add a soccer and recreational field up in El Cerro Mission. Madam Chair suggests taking Mr. Zamora's recommendation and utilizing this grant to improve the Transfer Station and she would make that her motion.

Commissioner Andersen said she wanted to address Madam Chair's motion. Conejo, to her, is not a place for improvements, it's a place for doing away with and starting something that works. Conejo doesn't work under any circumstances. They take one truck at a time and there's a dangerous situation when trash is dumped. She doesn't agree with the county spending money in that place.

Madam Chair agreed that Commissioner Andersen has a point but until the commission has something different....

Mr. Zamora said the idea there is to reconstruct Conejo. In some form or fashion Conejo has to be part of the overall solid waste solution for the county.

Commissioner Andersen said her concern is spending money and three years from now the county is going to have to tear out and redo again. That's been done too much in this county already. If Mr. Zamora can guarantee whatever he plans to do is something that he's doing incrementally and will ultimately have one good facility, then she's for it.

Mr. Zamora said it's not his intent at all to request this funding to spend that money in a fashion that would have a necessity to be reconstructed within a short time period. What the CDBG usually looks for is a twenty year life span on the fund that they spend.

Commissioner Holliday suggested Madam Chair remove her motion and table this until the wording is corrected and verified as he agrees with Commissioner Andersen.

Christina Card said the deadline for this is February 12, 2012.

Madam Chair stated it's her understanding this has to be a specific item, it's a grant that's very time consuming, it's very detailed orientated, it's monitored very carefully and anytime you apply for this grant there's a lot of work involved. If the commission wants to table this and do some more research as what this grant can be used for, she will withdraw her motion.

Commissioner Holliday said he would like more time to identify what specifically the grant money is going to be used for and moved to table consideration of resolution 2011___, for CDBG Community Development Block Grant. Seconded by Commissioner Andersen. Motion carried unanimously.

10) Request Approval to Accept NM Department of Transportation Grant (Project 12-AL-64-109) in the Amount of \$24,500 – Sheriff Burkhard.

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

11) Consideration of Agreement for the Midwest CAP Limited use of Meadow Lake Senior Center- Kenny Griego.

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

12) Consideration of MOU Between Village of Bosque Farms and Valencia County – Kenny Griego.

TABLED

FINANCIAL MATTERS:

13) Consideration of Budget Resolution 2011-51, Kenny Griego / Wilma Abril

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

County Clerk Sally Perea announced Resolution 2011-51. (See Exhibit C)

14) Consideration of Approval: Payroll / Warrants – Kenny Griego / Wilma Abril

Commissioner Holliday moved for approval of Payroll / Warrants. Seconded by Commissioner Andersen. Motion carried unanimously. (See Exhibits D-H)

PUBLIC COMMENTS:

Those members of the audience making comments were Valencia County residents Mike Wood and Mary Wood.

EXECUTIVE SESSION- Pursuant to Section 10-15-1 (H) (2) (7) & (8), the following matters may be discussed in closed session: a.) personnel matters *Public Works / Business Vacancies* b). Pending or threatened litigation *FOP; Brian Benoit vs. Mary J. Andersen, case no. D-1314-CV-2011-01431, Lone Mountain Construction and;* c.) real property; d.) other specific limited topics that are allowed or authorized under the stated statute.

Commissioner Romero motioned to go into Executive Session. Seconded by Madam Chair. Roll call vote. Commissioner Romero voted yes. Commissioner Gentry voted no. Chair Otero- Kirkham voted yes. Motion carried 2-1. Commissioner Andersen and Commissioner Holliday were absent for the vote.

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

County Attorney Adren Nance stated the matters discussed in Executive Session were limited to FOP Arbitration, Brian Benoit vs. Mary J. Andersen, Lone Mountain Construction, Personnel specifically related to resignations and no final action was taken.

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

ACTION ITEMS(S) ON EXECUTIVE SESSION DISCUSSION:

- FOP
- Brian Benoit vs. Mary J. Andersen, Case No. D-1314-CV-2011-01431
- Lone Mountain Construction

Commissioner Andersen made a motion that the commission delegates its authority to County Manager Eric Zamora to enter into a settlement agreement with Lone Mountain Construction, if the opportunity arises as the commission directed. Seconded by Commissioner Romero. Motion carried unanimously.

Minutes of December 9, 2011 Regular Business Meeting

NEXT COMMISSION MEETING:

The next Regular Meeting of the Valencia County Board of County Commission will be held on December 21, 2011 at 9:30 A.M. in the County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM.

There will also be a redistricting workshop held on December 14, 2011 at 6:00 P.M. in the County Commission Room at the Valencia County Courthouse, 444 Luna Ave., Los Lunas, NM.

11) Adjournment

Commissioner Romero moved for adjournment. Seconded by Commissioner Holliday. Motion carried unanimously. TIME 11:51

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

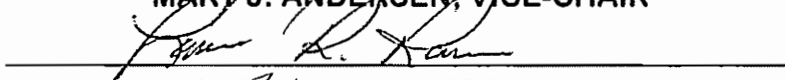
VALENCIA COUNTY BOARD OF COMMISSIONERS



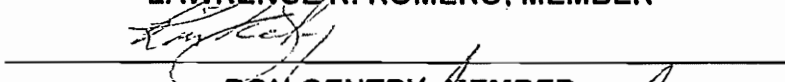
GEORGIA OTERO-KIRKHAM, CHAIR



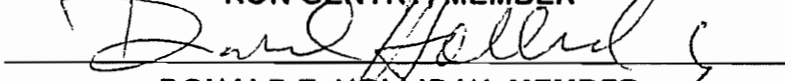
MARY J. ANDERSEN, VICE-CHAIR



LAWRENCE R. ROMERO, MEMBER




RON GENTRY, MEMBER



DONALD E. HOLLIDAY, MEMBER

ATTEST:


SALLY PEREA, COUNTY CLERK

12.31.2011
DATE

PROJECT TITLE: OPERATION DWI
PROJECT NUMBER: 12-AL-64-109
GRANTEE NAME: VALENCIA (COUNTY)

PROJECT AGREEMENT

This AGREEMENT is entered into by and between the State of New Mexico, acting through its **NEW MEXICO DEPARTMENT OF TRANSPORTATION, PROGRAMS DIVISION, TRAFFIC SAFETY DIVISION**, hereinafter referred to as DEPARTMENT or TSD, and VALENCIA (COUNTY), hereinafter referred to as the GRANTEE.

In consideration of the covenants contained herein and pursuant to the DEPARTMENT's authority under the Traffic Safety Act, NMSA 1978, Sections 66-7-501 through 66-7-511, as amended, the parties agree as follows:

SECTION ONE – PROJECT PURPOSE AND CONDITIONS:

The purpose of this AGREEMENT is to provide funding to New Mexico law enforcement agencies for Driving While Impaired (DWI) sobriety checkpoints and saturation patrols aimed at reducing alcohol-related crashes, injuries, and deaths. The GRANTEE shall comply with all provisions and conditions of this Agreement including the Traffic Safety Division Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual.

SECTION TWO – PROJECT FUNDING:

1. The total estimated cost for the PROJECT is \$24,500.00. The DEPARTMENT has determined the funding source will be Federal Section 164 (Alcohol countermeasures), which is subject to change by the DEPARTMENT. Funding sources and CFDA numbers may change. The GRANTEE will be notified in writing and a written amendment will not be necessary.
(CFDA # 20.608)
2. The GRANTEE shall pay all PROJECT costs that exceed \$24,500.00.

(EXHIBIT A)

The project budget is itemized as follows:

Personal Services	\$16,400.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect Costs	\$0.00
Other	\$8,100.00
TOTAL	\$24,500.00

The Grantee may transfer funds between budget categories with prior written approval from the Director of the DEPARTMENT'S Traffic Safety Division when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. MISSION:

To provide a seamless transportation system that safely and efficiently moves people and supports a growing economy.

The Traffic Safety Division is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

B. PROGRAM SERVICES:

1. Conduct individual and joint police agency participation in statewide highly publicized sobriety checkpoints and saturation patrols that are conducted in accordance with state and federal court rulings, specifically *City of Las Cruces v. Betancourt* at 735 P2nd 1161, as well as the Sobriety Checkpoint Manual, the Traffic Safety Division (TSD) Project Management and Procedures Manual, applicable Federal regulations, and the agencies internal policies and procedures.
2. Conduct a minimum of 4 checkpoint(s) and a minimum 4 saturation patrol(s) during the four (4) Superblitz periods, two (2) Mini Superblitz Periods, and the National DWI Mobilization period set by the Traffic Safety Division and complete required follow-up billing for these efforts.
3. Conduct a minimum of 5 checkpoint(s) and a minimum of 12 saturation patrol(s) during the expanded enforcement period and complete required follow-up billing for efforts.
4. Up to 10 percent of overtime funds may be used for administrative costs for administering this program. Administrative costs include overtime for dispatchers that work the project and/or overtime for officers and/or civilian employees who process paperwork for the project. Prior written approval from the Traffic Safety Division is required for expenditures not described herein. Administrative costs claimed may not exceed 10 percent of the monthly claim. Complete appropriate section on Reimbursement Claim form.
5. The Department anticipates that it will cost \$900.00 per checkpoint with a

- minimum of 6 officers for a minimum of 5 hours, and will reimburse the agency at that rate.
6. The Department agrees to reimburse the Agency \$900.00 for each checkpoint conducted.
 7. Funds may be used to pay actual overtime expenses (hourly rate X 1.5) for officers to attend court hearings which result from an arrest while working the Operation DWI project overtime.
 8. The Department will use the rate of \$30.00 per hour in order to estimate the budget for overtime salaries. The Grantee will be required to bill actual rates for each officer paid under this project agreement. Saturation Patrols will consist of a minimum of two officers working at the same time and in the same general area.
 9. Agency shall pay officer(s) at a rate not to exceed the officer(s) actual overtime rate.
 10. Agency is responsible for submitting all DWI citations to the Motor Vehicle Division of the New Mexico Taxation & Revenue Department within 10 days of the issuance of the citation(s). If citations are not submitted within 10 days, future funding could be affected. Agency is responsible for timely crash reports to be submitted to the Department according to 66-7-207 as per the Criminal and Traffic Law Manual.
 11. No equipment will be allowed under this project agreement unless specified in the scope of work and a request and prior approval must be received by the Department and an amendment will be necessary.
 12. Reimbursement requests require the designee's original signature and must be submitted on the last day of each month throughout the grant period even if there is no activity claimed during the month. The final claim must be submitted by October 31, 2012 or may not be reimbursed.
 13. The final reimbursement request must be submitted by October 31, 2012. Requests submitted after October 31, 2012 may not be reimbursed.
 14. Supporting documentation for reimbursement requests will be maintained at the agency for monitoring purposes and be available upon the Traffic Safety Division's requests for three (3) years after the expiration date of this Agreement.
 15. The agency is responsible for notifying the enforcement coordinator, the law enforcement liaison assigned to the agency, and the TSD program manager of any changes in project coordinators.
 16. Agencies receiving funding from the Traffic Safety Division are required to submit timely crash reports according to NMSA Section 66-7-207.

C. PERFORMANCE GOALS (statewide):

At the state level:

1. Reduce the number of fatalities involving driver/motorcycle operators with .08 or higher BAC from 107 in 2010 to 96 in 2012. (C-5; FARS Data)

D. ACTIVITIES: The Grantee shall:

1. The GRANTEE shall conduct activities in a manner consistent with TSD's Project Management and Accounting Procedures Manual, the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199 and the National Highway Traffic Safety Administration Grants Management Manual.
2. The sobriety checkpoints and saturation patrols will be accompanied by public information, media, and education activities. Each program shall designate a coordinator to oversee publicity, media coordination, and enforcement activities.
3. **Scheduled Superblitz periods are:** (1) *Holiday Superblitz*, November 18, 2011 – January 8, 2012, (2) *St. Patrick's Day*, March 14, 2012 – March 19, 2012, (3) *May Mini Blitz*, *Cinco De Mayo*, May 2, 2012 – May 7, 2012, (4) *Fourth of July Mini Blitz*, July 4, 2012 – July 8, 2012, and (5) *Labor Day*, August 17, 2012 – September 3, 2012.
4. Expanded Enforcement periods are considered anytime outside the Superblitz and National DWI Mobilization periods.

E. TRAINING:

1. The Agency Coordinator will attend the Spring TSD Law Enforcement Coordinators Meeting. If the coordinator cannot attend the meeting, the agency must send a representative.
2. The Project Management and Accounting Procedures financial training is mandatory for the agency coordinator and payroll administrator.
3. Participating enforcement officers must have and maintain law enforcement certifications in all areas necessary to conduct checkpoint and saturation patrol activities. It is recommended that all officers working checkpoints be certified in Standardized Field Sobriety Testing (SFST). Individuals administering field sobriety testing shall be required to be certified in SFST training or have taken a SFST refresher course within the last 2 years or will take a refresher course in FY12. SFST training will be offered by the Traffic Safety Division upon request on a regional basis.

F. EVALUATION:

1. Submit reports to the designated enforcement contractor within three (3) days after the end of each month, Superblitz period, or special National Mobilization periods, using TSD's Activity Report form. Reports must be submitted as required or funding may be withheld or discontinued.
2. Submit the final reimbursement claim within thirty (30) days of the expiration date of the Agreement.
3. Conduct the number of negotiated checkpoints and saturation patrols.

SECTION FOUR - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The GRANTEE shall maintain all books, documents, papers, accounting records, data and other documentation pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period for three (3) years from the date of final payment under the AGREEMENT. The GRANTEE shall furnish the DEPARTMENT or State Auditor, upon demand, any and all such records relevant to this AGREEMENT and allow them the right to audit all records, which support the terms of this AGREEMENT. If an audit finding determines that specific funding use was inappropriate or not related to the project, the GRANTEE shall reimburse that portion to the DEPARTMENT within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expenses supported by such insufficient documentation shall be reimbursed to the DEPARTMENT within 30 days.

SECTION FIVE - PROJECT RESPONSIBILITY:

Completing the terms of this Project is the GRANTEE's sole responsibility and nothing herein is intended to give the DEPARTMENT any responsibility for the Project other than as set forth in this AGREEMENT.

SECTION SIX - AUTHORIZATION OF EXPENDITURES:

The terms of this AGREEMENT are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this AGREEMENT. If sufficient appropriations and authorizations are not made, this AGREEMENT shall terminate upon written notice being given by the DEPARTMENT to the GRANTEE. The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the DEPARTMENT. The DEPARTMENT's decision as to whether its funds are sufficient for fulfillment of the AGREEMENT shall be final.

SECTION SEVEN - TERMS OF THE AGREEMENT:

This AGREEMENT constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this AGREEMENT and not enforceable pursuant to this AGREEMENT. Performance

of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION EIGHT – THIRD-PARTY BENEFICIARY CLAUSE:

No provision of this AGREEMENT creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the AGREEMENT to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this AGREEMENT.

SECTION NINE - NEW MEXICO TORT CLAIMS ACT:

No provision of this AGREEMENT establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the DEPARTMENT or the GRANTEE arising from the performance of this AGREEMENT apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, and et seq., as amended.

SECTION TEN - SEVERABILITY:

In the event that any portion of this AGREEMENT is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this AGREEMENT shall remain in full force and effect.

SECTION ELEVEN - AMENDMENT:

This AGREEMENT shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

SECTION TWELVE - REIMBURSEMENT:

Funds expended by the GRANTEE for the purposes stated in Section Three – Program Scope of Work shall be reimbursed by the DEPARTMENT to the GRANTEE. The DEPARTMENT shall not reimburse the GRANTEE for any costs incurred prior to the full execution of the AGREEMENT, after the expiration of the AGREEMENT, or in excess of the maximum dollar amount of the AGREEMENT, unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables. Claims for reimbursement must be fully completed and submitted at least quarterly on the required forms provided by the DEPARTMENT. All reimbursement claims must be received by the DEPARTMENT no later than 30 days after the end date of this AGREEMENT.

Documentation as outlined in the Traffic Safety Division's Project Management and Accounting Procedures Manual must be retained in the GRANTEE's files.

SECTION THIRTEEN - EFFECTIVE DATE and TERMINATION:

- A. This AGREEMENT becomes effective on October 1, 2011 or upon signature of the Departments Cabinet Secretary, whichever is later.
- B. This AGREEMENT must be received by the DEPARTMENT within sixty (60) days of the Deputy Secretary's signature date in order to be valid. The Department may reject any agreement executed by the grantee 60 days or more after the Deputy Secretary's signature.
- C. This AGREEMENT shall terminate September 30, 2012. Neither party shall have any obligation to continue to deliver services or pay compensation for services rendered under this AGREEMENT after said date. If the GRANTEE fails to comply with any provisions of this AGREEMENT, the DEPARTMENT has the option to terminate this AGREEMENT. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to termination of the AGREEMENT.

SECTION FOURTEEN - EQUAL OPPORTUNITY COMPLIANCE:

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

SECTION FIFTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE:

The DEPARTMENT and GRANTEE shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The DEPARTMENT and GRANTEE further agree to operate under and be controlled by Title VI, and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, the New Mexico Human Rights act, and Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented

by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR 21 is applicable to this AGREEMENT and is incorporated herein by reference.

SECTION SIXTEEN - CERTIFICATIONS AND ASSURANCES:

Where this AGREEMENT involves federal funds the GRANTEE shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

GRANTEE NAME:
VALENCIA (COUNTY)

BY: Kathryn E. Bender BY: Georgia Otero-Kirkham
KATHRYN E. BENDER ~~DONALD E. HOLLIDAY~~
DEPUTY SECRETARY OF TITLE: CHAIRMAN
PROGRAMS & INFRASTRUCTURE

DATE: 11/22/11 DATE: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

BY: Cynthia A. Christ DATE: 11-21-11
Assistant General Counsel

**AGREEMENT BETWEEN
MID-WEST NEW MEXICO CAP AND
THE COUNTY OF VALENCIA FOR THE LIMITED USE OF THE MEADOLAKE
SENIOR CENTER**

THIS AGREEMENT is made as of the 7th day of December, 2011, between the Valencia County on for its Administrative Services Department, Older American Program, P. O. Box 1119, Los Lunas, New Mexico 87031 ("Valencia County"), and the MWNMCAP-Head Start, a New Mexico non-profit corporation, 549 Don Pasqual, Los Lunas, New Mexico 87031 (the "Agency").

RECITALS:

- A. The Agency desires to utilize the Valencia County Meadowlake Senior Center for its Head-Start program to promote school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families and to provide other community services.
- B. The County encourages the use of the facility by the Agency for the betterment of the citizens of Valencia County so long as the program does not interfere with the operation of the Senior Center.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained below, the parties agree as follows:

- 1. Use of the Meadowlake Senior Center. The Agency shall be allowed to utilize the Meadowlake Senior Center for its head-start and other community programs. The Agency shall comply will all use directives of County and the Senior Center Director and follow all applicable County Policies in order to insure that the operation of the Senior Center for the Older American's Program is not effected.
- 2. Consideration & Effective Date. In consideration of this agreement, the Agency shall pay to the County the sum of \$819.00 dollars per month without demand in advance of the first day of each calendar month for the term of the agreement. This Agreement shall be effective *nun pro tunc* September 1, 2011.
- 3. Term. This Agreement shall terminate on May 20, 2012 unless terminated pursuant to paragraph 4, infra. On the last day of the Term this Agreement will be automatically renewed for 1 year for a maximum total of 3 years.
- 4. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party, at the address listed above, at least thirty (30) days prior to the intended date of termination. By such termination, neither party may

Page 1 of 4
(EXHIBIT B)

BOOK 72 PAGE 313

nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Assignment. No Sub-Letting and/or Assignment of the premises by the Agency to any outside party is allowed under any circumstances.
6. Surrender. If the Agency should default in any of the covenants, agreements, or conditions contained herein, the County shall have the option to remove the Agency and any of its agents, contactors and assigned from the property, whereupon the Agency shall quit and surrender peaceably the County's property to the County immediately. The Agency shall surrender the property in the same condition as when the Agency began using the premises.
7. Waiver. The County's failure to require strict performance of any agreement, covenant, or condition of this Agreement, or the County's receipt of any services with the knowledge of a breach of any agreement, covenant, or condition hereof, shall not be deemed a waiver by the County of such breach, and shall not prevent the County from thereafter terminating this Agreement, or otherwise demanding strict performance of its term, either for such breach or prior to subsequent breaches hereof.
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico and enforceable in the Thirteenth Judicial District Court. If any provision of this Agreement, or any application thereof shall be declared invalid or unenforceable by any Court of competent jurisdiction, then the remainder of this Agreement, and any other application of such provision, shall continue in full force and effect.
9. No Agency Relationship. The relationship between the County and the Agency is, and in the future shall be, construed to be that of independent parties. The Agency is not, and shall not be deemed in the future, to be an agent of the County. This Agreement is only for the benefit of the Parties hereto, and not any third-party.
10. Entire Agreement. This Agreement and all Attachments incorporated herein by reference shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.
11. Binding Effect. This Agreement shall bind and inure to the benefit of the respective personal representatives, successors, and assigns of the parties.
12. Amendments or Modification. This Agreement may not be altered, amended, or changed, except by an instrument in writing, executed by the Parties hereto.
13. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior

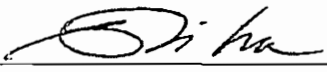
agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. **Worker's Compensation.** Due to the fact that the Agency is engaged in its own business enterprise and is not an employee of the Valencia County, Valencia County will not obtain worker's compensation insurance coverage for the Agency or the Agency's employees or agents. The Agency shall obtain workman's compensation insurance for the Agency's employees and agents, if required by law to do so, and shall provide the Valencia County certificates of any necessary coverage upon demand.
15. **Indemnity and Hold Harmless.** The Agency shall indemnify, defend, and hold harmless Valencia County, and Valencia County's affiliates, contractors, attorneys, subsidiaries, employees, agents, successors, heirs, estates, subrogees, beneficiaries, executors, administrators, and assigns (and for any person having rights of representation by or through any of them), from and against any and all liabilities, obligation, damages (including punitive damages), losses costs, judgments, and other expenses (including investigation expenses, attorney's fees and court costs), occasioned by any claim, demand, cause of action, or proceeding, including, but not limited to, any claim, demand, cause of action, or proceeding for violation of constitutional or statutory rights, personal injury to or death of persons, or damage to or destruction of any property, and whether or not based upon negligence, nuisance, breach of contract, quasi-contract, or strict liability, and whether known or unknown, anticipated or unanticipated, which may be made, asserted, or brought by any person or entity, including without limitation any governmental body, arising out of, resulting from, or based upon the subject matter of this Agreement. Notwithstanding any rule of construction to the contrary, the parties stipulate that this instrument shall be construed as broadly as possible to effect the full, final and complete indemnification of all disputes that Valencia County has or may have with any other party arising from the subject matter of this Agreement.
16. **Insurance.** The Agency shall acquire and keep in full force General Liability Insurance in the amount of One Million Dollars (\$1,000,000.00), or the equivalent to the relative value of \$1,000,000.00 as compared to the value of the Dollar in 2011, for Liability, to cover accident or injury occurred on said property. The Agency will not hold the County liable in case of accident or other casualty. The County shall not be liable for any damage to persons or property arising from any cause pertaining to the Agency's areas of responsibility according to law. The Agency will provide the County with a copy of its liability insurance policy. Said policy shall include endorsements naming the County as a co-insured party for the property. Failure of the Agency to maintain the General Liability Insurance described herein for any period of time shall void this Agreement.
17. **Attorney Fees.** In the event that either party employs an attorney to enforce any of the provisions or terms of this agreement or to protect its interests in any manner arising under this agreement, or to recover damages for the breach of this agreement, regardless of whether litigation is commenced, and including any bankruptcy proceedings, the non-prevailing party agrees to pay the prevailing party all reasonable costs, damages, and expenses, including attorney's fees, incurred or expended.

18. Further Assurances. Each party will fully cooperate with the other and their respective counsel in connection with any steps required to be taken under this agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this agreement, including but not limited to executing and delivering instruments and documents to effect the transactions, promises, and agreements made herein.
19. Entire Agreement. This agreement contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, oral or otherwise, in relation hereto between the parties except as herein expressly set for.

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

MID-WEST NEW MEXICO CAP:

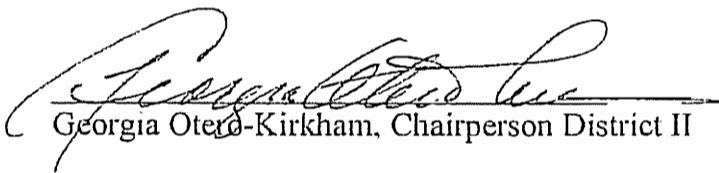
By: 
Print: BILL J. SILVA
Title: CEO
Date: 12/14/11

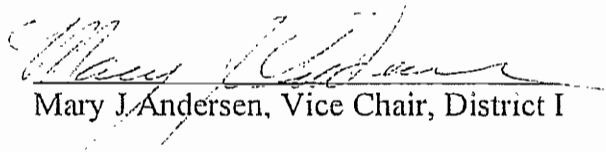
VALENCIA COUNTY

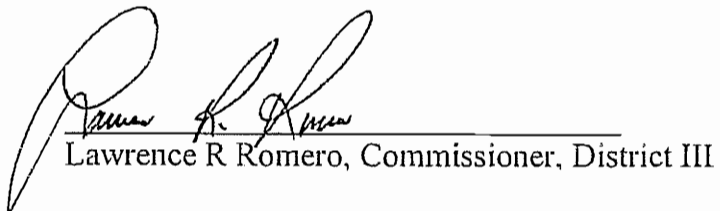
SEE ATTACHED

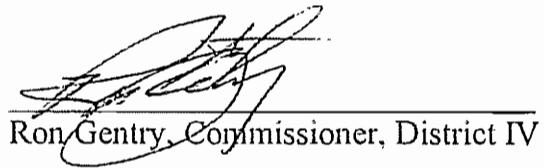
APPROVED, ADOPTED AND PASSED on this ____ day of December, 2011.

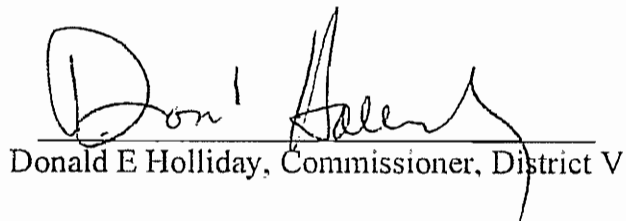
BOARD OF COUNTY COMMISSIONERS


Georgia Otero-Kirkham, Chairperson District II

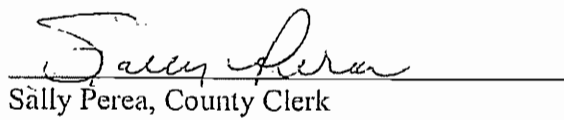

Mary J. Andersen, Vice Chair, District I


Lawrence R. Romero, Commissioner, District III


Ron Gentry, Commissioner, District IV


Donald E. Holliday, Commissioner, District V

ATTEST:


Sally Perea, County Clerk

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 16, 2011 covering vendor bills processed on the above date.
Check # 110821 to #110899 inclusive, for the total of \$277,581.35.

All have been reviewed for:

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

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

Recommended:

Wilma Abril

Wilma Abril, Director of Finance

Done this 7th day of December, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham

Georgia Otero-Kirkham, Chair

Lawrence R. Romero

Lawrence R. Romero, Commissioner

Donald E. Holliday

Donald E. Holliday, Commissioner

Mary J. Andersen

Mary J. Andersen, Vice-Chair

Ron Gentry

Ron Gentry, Commissioner

ATTEST:

Sally Perea

Sally Perea, County Clerk

(EXHIBIT D)

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
11/18/2011 covering payroll process on the above date.
Direct Deposit Check 22678 thru direct deposit check# 22864 inclusive.
Deduction Check# 110900 thru deduction check# 110931 inclusive.
Payroll Check # 91301 thru payroll check # 91379 inclusive.
Listing total \$ 356,833.06
All have been reviewed for:

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

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

Recommended:

Wilma Abril

Wilma Abril, Finance Director

Done this 7th day of December, 2011

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice Chair

Donald E. Holliday
Donald E. Holliday, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk

(EXHIBIT E)

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 23, 2011 covering vendor bills processed on the above date.
Check # 110932 to #111039 inclusive, for the total of \$418,415.00.

All have been reviewed for:

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

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

Recommended:

Kenneth Griego for Wilma Abril
Wilma Abril, Director of Finance

Done this 7th day of December, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

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

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

ATTEST:

Sally Perea (EXHIBIT F)
Sally Perea, County Clerk

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 30, 2011 covering vendor bills processed on the above date.
Check # 111040 to #111097 inclusive, for the total of \$136,954.97.

All have been reviewed for:

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

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

Recommended:

Kenneth King for Wilma Abril
Wilma Abril, Director of Finance

Done this 7th day of December, 2011.

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Lawrence R. Romero
Lawrence R. Romero, Commissioner

Donald E. Holliday
Donald E. Holliday, Commissioner

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

Ron Gentry
Ron Gentry, Commissioner

ATTEST:

Sally Perea (EXHIBIT G)
Sally Perea, County Clerk

Sally Perea

VALENCIA COUNTY
BOARD OF COUNTY COMMISSIONERS
PAYROLL AUTHORIZATION

The attached computer printout lists all checks issued by the Managers Office on
December 02, 2011 covering payroll process on the above date.
Direct Deposit Check 22865 thru direct deposit check# 23055 inclusive.
Deduction Check# 111098 thru deduction check# 111130 inclusive.
Payroll Check # 91380 thru payroll check # 91457 inclusive.
Listing total \$ 375,883.22
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:

Kenneth Luiza for Wilma Abril
Wilma Abril, Finance Director

Done this 21st day of December, 2011

VALENCIA COUNTY BOARD OF COMMISSIONERS

Georgia Otero-Kirkham
Georgia Otero-Kirkham, Chair

Mary J. Andersen
Mary J. Andersen, Vice Chair

Donald E. Holliday
Donald E. Holliday, Commissioner

Ron Gentry
Ron Gentry, Commissioner

Lawrence Romero
Lawrence Romero, Commissioner

ATTEST:

Sally Perea
Sally Perea, County Clerk (EXHIBIT H)